

Governor Steve Sisolak
Chairman

Susan Brown
Clerk of the Board



Attorney General Aaron D. Ford
Member

Secretary of State Barbara K. Cegavske
Member

STATE OF NEVADA BOARD OF EXAMINERS

209 E. Musser Street, Room 200 / Carson City, NV 89701-4298
Phone: (775) 684-0222 / Fax: (775) 684-0260
<http://budget.nv.gov/Meetings>

PUBLIC MEETING NOTICE AND AGENDA

Date and Time: February 12, 2019, 10:00 AM

Location: Old Assembly Chambers of the Capitol Building
101 N. Carson Street
Carson City, Nevada 89701

Video Conference Location: Grant Sawyer Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada 89101

AGENDA

1. **Call to Order / Roll Call**
2. **Public Comment** (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three minutes).
3. **Approval of the January 15, 2019 and the January 22, 2019 Minutes**
(For possible action)

4. State Vehicle Purchases (For possible action)

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Corrections – Warm Springs Correctional Center	1	\$1,000
Department of Public Safety- Nevada Highway Patrol	5	\$204,922
Department of Wildlife – Habitat Division	3	\$113,126
Total	9	\$319,048

5. Request for Approval to Pay a Claim From the State Claims Account (For possible action)

A. Department of Education

Pursuant to NRS 353.097, subsection 4, the Department requests approval to pay \$284,287.90 from the General Fund, State Claims Account for a Fiscal Year 2018 request for funds for the Account for Instruction in Financial Literacy from Clark County School District.

B. Department of Health and Human Services – Division of Child and Family Services – Rural Child Welfare

Pursuant to NRS 353.097, subsection 4, the Division requests approval to pay \$245,445 from the General Fund, State Claims Account, for a Fiscal Year 2018 invoice from Interactive Voice Applications dba IVA, Inc. for work related to securing additional federal and other non-state revenues.

6. Request for Approval to Join or Use Other Government's Contract (For possible action)

Department of Motor Vehicles – Motor Carrier Division \$383,550.88

Pursuant to NAC 333.175, the Division requests approval to participate in an amended Kentucky Transportation Cabinet/Division of Motor Carriers contract with Explore Information Services, LLC to provide access to an existing and fully operational International Fuel Tax Agreement system. The contract that the Division currently participates in has been amended by the other parties. This amendment would increase the maximum amount from \$283,913.64 to \$667,464.52 through December 26, 2020.

7. Requesting Approval to Accept a Settlement – Department of Transportation – Administration – \$950,000 (For possible action)

Pursuant to Article 5, Section 21 of the Nevada Constitution, 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.

8. [Approval of Proposed Leases](#) (For possible action)

9. [Approval of Proposed Contracts](#) (For possible action)

10. [Approval of Proposed Master Service Agreements](#) (For possible action)

11. [Information Item – Clerk of the Board Contracts](#)

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from December 18, 2018 through January 18, 2019.

12. Information Item – Reports

A. Department of Motor Vehicles – Complete Streets Program

Pursuant to NRS 482.1825, Subsection 2, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This report is for the period beginning October 1, 2018 and ending December 31, 2018.

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

Pursuant to NRS 321.5954, the Division 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. 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 2nd quarter of Fiscal Year 2019.

C. Governor's Finance Office – Budget Division

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of January 14, 2019.

TORT Claim Fund	\$ 7,838,574.59
Statutory Contingency Account	\$ 2,487,846.93
Stale Claims Account	\$ 871,658.51
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$10,607,612.13
IFC Unrestricted Contingency Fund General Fund	\$ 746,091.66
IFC Unrestricted Contingency Highway Fund	\$ 1,614,754.35
IFC Restricted Contingency Fund General Fund	\$14,144,627.00
IFC Restricted Contingency Highway Fund	\$ 2,220,935.00

13. Public Comment (No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three minutes).

14. Adjournment (For possible action)

NOTE: Items may be considered out of order. The public body may combine two or more agenda items for consideration. The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public body will limit public comments to three minutes per speaker and may place other reasonable restrictions on the time, place, and manner of public comments but may not restrict comments based upon viewpoint. We are pleased to make reasonable accommodations for members of the public who have disabilities and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Dale Ann Luzzi at (775) 684-0223 as soon as possible and at least two days in advance of the meeting. If you wish, you may e-mail her at daluzzi@finance.nv.gov. Supporting materials for this meeting are available at: 209 E. Musser Street, Suite 200, Carson City, NV 89701 or by contacting Dale Ann Luzzi at (775) 684-0223 or by email at daluzzi@finance.nv.gov

Agenda Posted at the Following Locations:

1. Blasdel Building, 209 E. Musser Street, Carson City, NV 89701
2. Capitol Building, 101 North Carson Street, Carson City, NV 89701
3. Legislative Building, 401 N. Carson Street, Carson City, NV 89701
4. Nevada State Library & Archives, 100 North Stewart Street, Carson City, NV 89701
5. Grant Sawyer Building, Capitol Police, 555 E. Washington, Las Vegas, NV 89101

Notice of this meeting was posted on the Internet:

<http://budget.nv.gov/Meetings/Meetings-new/> and <https://notice.nv.gov>

Steve Sisolak
Governor

Susan Brown
Director

Paul Nicks
Deputy Director



**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
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: January 9, 2019
To: Susan Brown, Clerk of the Board
Governor's Finance Office
From: Bridgette Mackey-Garrison, Executive Branch Budget Officer
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 CORRECTIONS – WARM SPRINGS CORRECTIONAL CENTER

Agenda Item Write-up:

Pursuant to NRS 334.010 the department requests approval to purchase one replacement vehicle for a total amount not to exceed \$1,000 during fiscal year 2019.

Additional Information:

The request is to purchase a 2004 Dodge Durango with 120,704 mileage from State Purchasing surplus vehicle inventory in the amount of \$1,000. This vehicle will replace a 2006 Chevrolet Express Van, license EX49727 that was involved in a December 21, 2017 automobile accident at Warm Springs Correctional Center (WSCC) and considered a total loss by NV Department of Administration – Risk Management, claim #2018-APD-0154.

The department received \$6,606 from Department of Administration – Risk Management and \$800 from the salvage of the wrecked vehicle totaling \$7,406. The department plans on using these funds for the purchase of the vehicle which will continue to be used by WSCC for inmate transport and perimeter patrols. The difference of \$6,406 will be placed in Reserve for Reversion to be reverted to the General Fund on work program C45678.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: _____
ACTION ITEM: _____

Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3285

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9906



Steve Sisolak
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

**State of Nevada
Department of Corrections**

Date: January 8, 2019

To: Bridgette Mackey-Garrison, Executive Branch Budget Officer I
Governor's Finance Office

From: Scott J. Ewart, Chief of Fiscal Services
Department of Corrections

A handwritten signature in blue ink that reads "Scott Ewart".

Subject: NDOC Request to Purchase Replacement Vehicle - Warm Springs Correctional Center

The NV Department of Corrections (NDOC) is seeking favorable approval to acquire a replacement vehicle not to exceed \$1,000.00 for a 2006 Chevrolet Express Van, license EX49727, that was involved in a December 21, 2017 automobile accident at Warm Springs Correctional Center (WSCC) and considered a total loss by NV Department of Administration – Risk Management, claim #2018-APD-0154.

The 2006 Chevrolet Express Van with mileage of 51,674 at the time of the accident, was assigned to WSCC for inmate transport and perimeter patrols. At the time of the accident the vehicle was being operated by a WSCC Officer during a routine WSCC perimeter patrol when the vehicle steering locked and brakes became inoperable. The vehicle struck a fence and pole, which resulted in considerable damage. There were minor injuries to the WSCC Officer as a result, which were treated and non-life threatening. The replacement vehicle will continue to be used by WSCC as legislatively intended.

The NDOC has obtained a quote for a replacement vehicle from the State Purchasing surplus vehicle inventory in the amount of \$1,000.00. Replacement vehicle information is provided in a separate enclosure but is described below:

- 2004 Dodge Durango
- Mileage 120,704
- VIN: 1D4HB48D84F157082


The NDOC has received \$6,606.00 from NV Department of Administration – Risk Management and \$800.00 in vehicle salvage receipts, totaling \$7,406.00. The difference of \$6,406.00 will be placed in Reserve for Reversion.

The NDOC has submitted non-IFC work program C45678 for the Governor's Finance Office consideration to properly recognize the settlement funds with the corresponding offsetting expenditure category amounts.

I am available to answer any questions.

Thank you

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

Agency Name: Department of Corrections, Warm Springs Correctional Center		Budget Account #: 3716	
Contact Name: Shanda Sergent		Telephone Number: 684-3004	
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: One (1)		Amount of the request: \$1,000.00	
Is the requested vehicle(s) new or used: Used			
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? Insurance settlement and salvage receipts.	
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: SUV Mission of the requested vehicle(s): Support agency needs for transporting inmates and perimeter security.			
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1314? If not, please explain. N/A			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2006 Odometer Reading: 51,674 Type of Vehicle: Van		Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced. 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:			
		ASOTC	
Agency Appointing Authority		Title	
		Date	
BOARD OF EXAMINERS' APPROVAL:			
0 Approved for Purchase 0 Not Approved for Purchase			
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>			
Board of Examiners		Date	

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency NDoc / WSCC RX No. _____
Contact Shanda Sargent Phone No. 775 / 684-3004

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

☒ Other justification
Vehicle to be used to transport inmates for medical
appts, court, and releases

-----State Purchasing use only-----

___ Approved ___ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

Carol Lansing
881-3256
NDOC purchasing

PROPERTY DISPOSITION REPORT

TO: NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
515 E MUSSER ST, STE 300
CARSON CITY, NV 89701
PH: (775) 684-0192 FAX: (775) 684-0188
Email completed forms to: sp@admin.nv.gov

FROM: Agency Name: Department of Corrections
Contact Name: Shanda Sargent, ASO II
Phone: 775/684-3004 Fax 775/684-3051
Property address: Warm Springs Correctional Ctr
3301 E 5th Street, Carson City, NV 89702

DISPOSITION OF PROPERTY IS EXCESS, BEYOND REPAIR, LOST/STOLEN OR TRANSFERRED/DONATED
A separate report for each disposition action must be completed. Must provide a complete description of property including condition, State I.D. # (if applicable) and budget account from which the property was originally purchased. Agency must obtain disposition approval from Nevada State Purchasing Property Management before agency may proceed with disposition.

- ☐ **EXCESS** to the needs of this department; request pickup by State Purchasing. Point of contact and telephone number must be provided above.
- ☒ **BEYOND REPAIR: MUST PROVIDE DETAILED EXPLANATION AS TO CONDITION TO RECOMMEND PROPERTY TO BE JUNKED.** Removal of property is at agencies expense; or contact Buildings and Grounds. Remove State ID# tag and any State emblems before disposal.
- ☐ **LOST/MISSING/STOLEN:** The agency head must be notified immediately of lost/missing/stolen items. Please attach a police report or other documentation to describe circumstances. Agency must process a FC document in Advantage noting date of Lost/Missing item(s). Item(s) must remain on agency's inventory for two inventory cycles prior to processing PDR and item(s) being removed.
- ☐ **DONATION:** Please provide explanation of property condition, name of organization, and proof of organization's tax-exempt status. Agency must obtain a receipt signature from organization receiving property. **AGENCY MUST HAVE PRIOR AUTHORIZATION BEFORE DONATING PROPERTY.** Remove State ID# tag and any State emblems before donating.

Name of Organization for Donation: _____

- ☐ **STATE I.D. TAG REQUEST:** Duplicate _____ New _____ (Unit Cost \geq \$5,000)
If NEW, please provide the agency account coding, cost and backup documents approving the direct purchase; including a copy of the invoice and payment voucher.
FUND _____ AGENCY _____ ORG _____ ACTIVITY _____ OBJECT _____ APPR UNIT _____
LOC CODE _____ UNIT COST \$ _____
- ☐ **TRANSFER:** Transfers between State agencies only, process FC document for Purchasing approval in ADVANTAGE. Maintain PDR for agency records.
FROM Location: _____ TO Location: _____
Signature of Receiving Agency _____ Date _____
- ☐ **OTHER:** Please provide detailed explanation.

REMINDER: REMOVE ALL TAGS PRIOR TO DONATION OR DISPOSAL.

FA Type (E, U or X)	STATE ID #	DETAILED DESCRIPTION AND CONDITION OF PROPERTY	OFFICE USE ONLY	
			FC or FD Doc	Warehouse #
V	288493	2006 Chevrolet Express Van		
		VIN # 1GAHG39U761197394		
		EX49727 - Mileage 51,674		
		This van was wrecked on December 21, 2017		
		Risk Management deemed the vehicle unreparable		
		Currently seeking 3 salvage bids for disposal		
		✓ SALVAGED - see check attached (copy)		
		Appropriation Code: 371011		

Signature of Person completing this form

Shanda Sargent ASO II, Business Manager
Print Name and Title

May 16, 2018
Date

Signature of Agency Approving Authority

Scott Ewart ASO IV, Chief of Fiscal Services
Print Name and Title

9/10/18
Date

Carol Lansing - FW: PDR to Remove Vehicle

From: Surplus Property <sp@admin.nv.gov>
To: Carol Lansing <clansing@doc.nv.gov>
Date: 9/18/2018 4:10 PM
Subject: FW: PDR to Remove Vehicle
Attachments: 20180918144456450.pdf

Hi Carol,

This has been removed from your inventory.

Judy Gates
Program Officer, Surplus Program
Dept. of Administration
Purchasing Division
515 E. Musser Street
Carson City, NV 89701-4263
Phone [775-684-0192](tel:7756840192)
j.gates@admin.nv.gov

From: Carol Lansing <clansing@doc.nv.gov>
Sent: Tuesday, September 18, 2018 2:48 PM
To: Surplus Property <sp@admin.nv.gov>
Subject: PDR to Remove Vehicle

Hi Judy,

Please see attached. This Vehicle was wrecked and we got 800.00 from Salvage (See paperwork attached).
We are still waiting on money from Risk Mngt.
Can you remove from our fixed assets now?
Thanks,
Carol

Carol Lansing
Purchasing
Nevada Dept of Corrections
Stewart Facility, Building 17
[775-887-3256](tel:775-887-3256)
fax [775-887-3343](tel:775-887-3343)

This message, including any attachments, is the property of the Nevada Department of Corrections and is

ADVANTAGE Desktop - FSCO

File Edit Display Window Help

Fixed Asset Summary Inquiry (1 of 2)

Fixed Asset Type	V	Fixed Asset Number	288495	Depreciation Count	00
Description	CHEVY VAN			Catalog	
Useful Life	6	Replacement Date	/ /	Last Inventory Date	05 / 2018
Condition		Group		Location	P16T
Fund	101	Agency	440	Organization	0000
PD Number	PC 083 00000041446			Activity	
Acquisition Method	P	Asset Value	17,499.62	Reorg Date	/ /
Valuation Amount	0.00	Valuation Date	/ /	Acquisition Date	03 / 14 / 2006
Salvage Value	0.00	Depreciation Method	SL	Selling Price	0.00
Last Disposition Date	09 / 18 / 2018	Last Disposition Authority	TOTLD122117JLG		
Memo Disposition Value	0.00	Last Disposition Method	D		

646 item(s) in 'Go To' Double click on item to open

Messages 9:19 AM 09/20/18

Now
Removed
from your
Fixed
assets -

Shanda Sergent - Claim 2018-APD-0154

From: Shanda Sergent
To: shancock@admin.nv.gov
Subject: Claim 2018-APD-0154
Cc: Hobie Rose; Alexander Archie; Denise Martinez; Perry Russell

Stacie,

It seems to have been a long hard road to finish this claim, but we have accomplished the 3 quotes required, there are two attached. We also contacted Copart (800/381-6219) but the van was to big for their crusher; and Reno Auto Wrecking (329-8621) but they did not want it.

In the email dated 7/26/18 it was mentioned that Warm Springs Correctional Center (WSCC) was to receive \$7,406.00 less the highest quote which happens to be \$800 from B&R Auto Wrecking which includes picking it up.

We are in the process of completing the Billing Claim for the \$300 deductible as required according to S.A.M. 0504.8c for Automobile Physical Damage - Deductible. Included with the Billing Claim is the Property/Auto Claim Reimbursement Request form as you requested.

If there is anything else required please do not hesitate in requesting it.

Thank you for all of your assistance and patience with this claim.

Shanda Sergent
Administrative Service Officer II
Department of Corrections
Warm Springs Correctional Center
775-684-3004
ssergent@doc.nv.gov

STATE OF NV DEPT OF CORRECTIONS
P O BOX 7000
CARSON CITY NV 89702

COPY

SSCC 3749 EX 49727

1987

49727

STATE OF NEVADA DEPARTMENT OF MOTOR VEHICLES							
CERTIFICATE OF TITLE							
VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER		
1GAHC39U761197394	2006	CHEV	EXPRESS	G3 TSV	NV000726447		
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT	GVWR	
02/15/2006	5	G					
VEHICLE COLOR	ODOMETER BRAND		BRANDS				
	ACTUAL MILES						
OWNER(S) NAME AND ADDRESS							
STATE OF NV DEPT OF CORRECTIONS							
P O BOX 7000							
CARSON CITY NV 89702							
LIENHOLDER(S) NAME AND ADDRESS							
LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED.							
SIGNATURE OF AUTHORIZED AGENT				DATE			
Printed Name							
FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE RELEASE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following buyer(s):							
Printed Name of Buyer(s)				<input type="checkbox"/> AND <input type="checkbox"/> OR			
Printed Name of Buyer(s)							
Address City State Zip Code							
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:							
ODOMETER READING		NO TENTHS		Date of Sale			
				ODOMETER DISCREPANCY			
Signature of Seller(s)		Signature of Buyer(s)		State of NV Dept of Corrections			
I am aware of the above odometer certification made by the seller(s).		Printed Name of Buyer(s)					
Signature of Buyer(s)		Printed Name of Buyer(s)					
ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIENS AS SHOWN.							
RD-2 (Rev 10/01)							
CONTROL NO. 2912305A (THIS IS NOT A TITLE NO)							
ALTERATION OR ERASURE VOID THIS TITLE							



COPY

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

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BNP HOLDINGS LLC
 DBA BNP AUTO WRECKING
 CARSON CITY ACCOUNT
 PO BOX 640, CARSON, OR 97330
 (541) 367-0468

COPY
 300530

DATE 9/12/2012

PAY TO THE ORDER OF STATE OF NV DEPT OF CORRECTIONS \$800.00

Eight Hundred dollars and 00/100

FOR Bid # 1007

VOID AFTER SIX MONTHS

DOLLARS

100053000111200680001 710947791116

FILE COPY

mailed to
AG's 4/17/18
Om

STATE-OWNED MOTOR VEHICLE INSURANCE CHANGES

Please supply **COMPLETE** information. Changes are prorated and billed/credited at the end of the fiscal year. When adding vehicles, this form should be submitted **AFTER** you obtain the license plate. You have a 30-day grace period from the time you take possession to insure the vehicle. You will receive an email as confirmation when information has been entered into the system. **Incomplete forms will be returned to you for completion.**

NOTE: Please do not notify Risk Management of your auto insurance needs.
The AG's Office shares this information with Risk Management.

TYPE OR PRINT CLEARLY

Department Corrections Division/Agency Corrections
Agency Contact Person Larry Peltier Phone # 775-887-3201
Fax # 775-887-3368

Vehicle 1

☐ Add ☒ Delete ☐ Edit (mark change)
Budget Account & Category 3716-04
Effective Date (Added or Deleted) 9/12/18
Year 2006 Make (e.g., FORD) Chevrolet
Model (F150/F250) Express Van
VIN 1GAHG39U761197394
VEHICLE CLASSIFICATION CODE APV-2
Lic. # EX49727 Coverage L/CC
L - Liability (mandatory)
CC - Comprehensive & Collision (optional)

Vehicle 2

☐ Add ☐ Delete ☐ Edit (mark change)
Budget Account & Category _____
Effective Date (Added or Deleted) _____
Year _____ Make (e.g., FORD) _____
Model (F150/F250) _____
VIN _____
VEHICLE CLASSIFICATION CODE _____
Lic. # _____ Coverage N/A
L - Liability (mandatory)
CC - Comprehensive & Collision (optional)

Vehicle 3

☐ Add ☐ Delete ☐ Edit (mark change)
Budget Account & Category _____
Effective Date (Added or Deleted) _____
Year _____ Make (e.g., FORD) _____
Model (F150/F250) _____
VIN _____
VEHICLE CLASSIFICATION CODE _____
Lic. # _____ Coverage N/A
L - Liability (mandatory)
CC - Comprehensive & Collision (optional)

Vehicle 4

☐ Add ☐ Delete ☐ Edit (mark change)
Budget Account & Category _____
Effective Date (Added or Deleted) _____
Year _____ Make (e.g., FORD) _____
Model (F150/F250) _____
VIN _____
VEHICLE CLASSIFICATION CODE _____
Lic. # _____ Coverage N/A
L - Liability (mandatory)
CC - Comprehensive & Collision (optional)

19G044

DATE: 12/18/18

Billing Address:
Department of Corrections - Purchasing
PO Box 7011
Carson City, NV 89702

Ship to Address:
Warm Springs Correctional Center
3301 E 5th Street
Carson City, NV 89702

Vendor Information:

Vendor No*:

Name: Purchasing Division

Address: 515 E Musser Street

City/St/Zip: Carson City, NV 89701-4263

Phone: 775/684-0192

Fax:

Type of Request:

Warehouse Transfer

Direct Purchase

Draw Down

Reimbursement

X Prepay

After the Fact (Provide Memo)

Other:

PURCHASE ORDER NO.

Purpose/Justification for Store Requisition:

The purpose of this SR is to obtain a replacement vehicle from the State Purchasing Excess & Used Lot for a vehicle from our current fleet. This purchase will use insurance recovery funds to purchase.

All Purchases Require Quotes

Description of Item(s) (Include stock number if necessary for proper identification)	Quantity Ordering	Unit (EA, CS, DZ)	Unit Price	Extended Price
2004 Dodge Durango				-
1D4HB48D84F157082				-
Mileage: 120,704				-
Asset # 271961	1	ea	1,000.00	1,000.00
				-
				-
				-
				-
				-
				-
To replace:				-
1998 Jeep Cherokee				-
1J4FJ68S5WL184160				-
EX 24742 Mileage: 135,600				-

If repairing equipment, are items under warranty?

If Yes, attach detailed justification

Sub-Total:	\$ 1,000.00
-------------------	--------------------

Additional Comments:

Shipping:

Total:	\$ 1,000.00
---------------	--------------------

Fund	Budget	Cat	Div	Sec	GL	Proj #	Amount
101	3716	05	-	-	8381	-	1,000.00

Hobie Rose FS III

775/684-3130

Requested by: (Print)

Telephone:

Approved: Business Manager Signature

Date _____

Larry Peltier

775/887-3201

Point of Contact: (Print)

Telephone:

Approved: Warden/Designee Signature

Date _____

Received by Signature

Date _____

Approved: Fiscal Signature

Date _____

*Vendors not currently set up with the State of Nevada (<http://dawn.state.nv.us:7778>) need to register by going to <http://intra.ktl.nv.gov/> and select the Controllers Office Forms, then select Vendor Registration Form and complete. Vendors can then fill out the form online, print it, sign it and fax it to our Vendor Services office in Las Vegas at (702) 486-3813. Please allow 3 to 5 business days for processing.

DOC 520E (REV 07/2015)
Supersedes all prior versions.

DOT#2890

NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
VEHICLE/EQUIPMENT TURN-IN DOCUMENT

FOR OFFICE USE ONLY

Control#: 19-00622

BA #: 1713/201

TO: NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
515 E MUSSER ST, STE 300
CARSON CITY, NV 89701
PH: (775) 684-0192 FAX: (775) 684-0188

FROM: Agency Name: NDOT Equipment Division
Address: 310 Galletti Way, Sparks, NV 89431
Phone: 834-8458 Fax: 834-8481
Property location: C767
Contact: Ben Hunt Phone: 834-8453

PROCEDURES:

1. Titles must be furnished with vehicles and correctly signed off by authorized personnel. Sign agency name exactly as it appears on front of title.
2. Two complete sets of keys to accompany vehicle.
3. All decals, official markings and special equipment (emergency lights, etc.) must be physically removed from vehicle.
4. License plates removed.
5. Upon delivery at the warehouse, vehicle to include five (5) gallons of gas in tank.
6. Notify the Attorney General's office to remove vehicle/equipment from your agency's insurance.
7. Complete all information below regarding the vehicle information, options, additional features and any known defects.

DO transfer. - FUNDS to NMP

Vehicle Information: 7/21/08

Vehicle Type: SUV

Year: 2004

Make: Dodge

Model: Durango

VIN/Serial No.: 1D4HB48D84F157082

Asset: #271961

State I.D. No./License No.: DOT#2890

Engine: 5.7L

Odometer: 120704

Transmission: Automatic

Hours: N/A

Fuel Type: Unleaded

Drive Type: 4 x 4 Rear

Exterior Color: White

Interior Color: Blue

14,500 old
800 miles
per yr.

PC# 280757
7/13/18 → Remo

Rev. 6/2013

SUGGESTED PRICE \$1,000.00

Oct-201
KMS
Ben ✓

Vehicle Options:

- ☒ Air Conditioning
- ☒ Power Steering
- ☒ Power Windows
- ☒ Power Door Locks
- ☒ Tilt Steering Wheel

- ☒ Power Seat
- ☐ Dual Power Seat
- ☒ Driver Air Bag
- ☒ Dual Front Air Bags
- ☒ ABS Brakes

- ☒ AM/FM Radio
- ☐ Cassette
- ☒ CD Player
- ☒ Cruise Control

Additional Features:**Known Defects:**

Turned In By: _____ DATE: _____

Agency Approving Authority: Wayne Miller DATE: 6-12-18

Received By: Jacy Tate DATE: 7/10/18

Title Received By: Jacy Tate DATE: 7/10/18

Title Received By: _____ DATE: _____

Office Use Only:

Warehouse Control No.:

19-00622

Budget Account No.:

4713/207

STATE OF NEVADA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE

VIN 1D4HB48D84F157082	YEAR 2004	MAKE DODG	MODEL DURANGO SL	VEHICLE BODY T4W	TITLE NUMBER NV002901570
DATE ISSUED 09/05/2008	ODOMETER MILES 80649	FUEL TYPE G	SALES TAX PD	EMPTY WT 5999	GROSS WT GVWR
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
ACTUAL MILES					

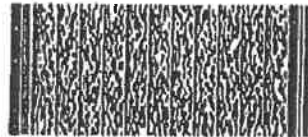
OWNER(S) NAME AND ADDRESS
NEVADA DEPARTMENT OF TRANSPORTATION
PO BOX 930
RENO NV 89504-0930

LIENHOLDER(S) NAME AND ADDRESS

LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT _____ DATE _____

PRINTED NAME OR COMPANY STAMP _____



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer _____ Nevada Driver's License Number or Identification Number ☐ AND ☐ OR

Printed Full Legal Name of Buyer _____ Nevada Driver's License Number or Identification Number _____

Address _____ City _____ State _____ Zip Code _____
I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.
ODOMETER READING ☐ NO ☐ TENTHS ☐ The mileage stated is in excess of its mechanical limits.
The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.
Exempt - Model year over 9 years old.

Signature of Seller(s)/Agent/Dealership Wayne Miller NEVADA DEPARTMENT OF TRANSPORTATION
Wayne Miller, Buyer, Super
Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐ Dealer's License Number _____ Date of Sale _____

Signature of Buyer _____
ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

Printed Full Legal Name of Buyer _____

CONTROL NO.

1538203B

(THIS IS NOT A TITLE NO.)

RD-2 (Rev. 1/00)

ALTERATION OR ERASURE VOIDS THIS TITLE

State of Nevada Work Program

WP Number: C45678

FY 2019

☐ Add Original Work Program

☒ XXX Modify Work Program

BUDGET DIVISION USE ONLY

DATE _____

APPROVED ON BEHALF OF
THE GOVERNOR BY _____

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
01/04/19	101	440	3716	NDOC - WARM SPRINGS CORRECTIONAL CENTER

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4200	INSURANCE RECOVERIES	7,406	0	7,406
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		7,406		7,406
Total Budgetary & Revenue GLs					7,406		

Expenditures

CAT	Amount	CAT	Amount
05	1,000		
93	6,406		
Sub Total Category Expenditures			7,406

Remarks

Addition of \$7,406 in Insurance Recoveries revenue and a corresponding increases of \$1,000 to the Equipment category and \$6,406 to the Reserve for Reversion category. Does not require Interim Finance approval since the amount added to the Equipment category does not exceed \$30,000.

Total Budgetary General Ledgers and Category Expenditures (AP)

7,406

Authorized Signature

Date

Controller's Office Approval

Does not require Interim Finance approval since WP is \$30,000 or less cumulative for category



Department of Administration
RISK MANAGEMENT



Print Form

State of Nevada
**SUPERVISOR ACCIDENT/INJURY/INCIDENT
INVESTIGATION REPORT**

Department/Division	NDOC	Location	WSCC
Employee's Name	[REDACTED]		
Date of Incident/Injury	12/21/2017		
Sex	M	Age	48
Employment Status:	<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Seasonal <input type="checkbox"/> Temporary		
Regular assigned position	Tower 2	Length of time in this position	1 year
Was employee performing regular job duty?	Yes	If not, explain	
Was employee working overtime?	Yes	If yes, explain	4 hours early to cover his short night
Does employee work a rotating shift?	No	Was there a recent change in the shift?	No
Location of accident	WSCC east fence line	Time of Day	17:17
		Day of Week	Thursday
Body part injured	Both knees, head and neck	Type of injury	TBD
Severity of Injury	<input type="checkbox"/> First Aid <input checked="" type="checkbox"/> Dr. Visit <input type="checkbox"/> Emergency Care		
C-1 completed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	C-3 completed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Restricted Duty	<input checked="" type="checkbox"/>	Lost Time	<input checked="" type="checkbox"/>

Describe in detail what happened
Officer Goss was the officer driving the relief van (#27). Officer Goss reported knee pain from the accident and was able to walk. I had CO/T Wilcoxen drive Officer Goss to CTRMC ER for evaluation. Officer Goss reported prior to departing for CTRMC ER that when he rounded the corner on the north perimeter road the van steering wheel suddenly jerked to the right and locked up. Officer Goss reports that he attempted to apply the brakes and they would not respond. Officer Goss further reports that the air bag did not deploy.

Has this employee received training in the prevention of this type of injury? ☐ No ☐ Yes Date

Describe any equipment damage/estimate cost

WITNESSES: (Attach written statements. If non-State employee, include work or home address)

Name	Job Title	Telephone
	C/O	775-684-3013
Name	Job Title	Telephone
Name	Job Title	Telephone
Name	Job Title	Telephone

Employee's Supervisor at time of injury SGT Madleros

CAUSES OF ACCIDENT/INJURY: Mark all that apply D=Direct Cause C=Contributing Factor

Environmental:

- ☐ Weather conditions
- ☐ Heat
- ☐ Cold
- ☐ Noise
- ☐ Smoke/fumes
- ☐ Dust
- ☐ Third Party

Other:

Work Conditions:

- ☐ Poor housekeeping/clutter
- ☒ Defective equipment/tools
- ☐ Inadequate work space
- ☐ Uneven/wet walking surface
- ☐ Inadequate prot. equip.
- ☐ Inadequate lighting
- ☐ Inadequate ventilation

Other:

Personal Factors:

- ☐ Unsafe act
- ☐ Lack of knowledge/skill
- ☐ Improper motivation
- ☐ Inadequate planning
- ☐ Fatigue/stress
- ☐ Deviation from procedure
- ☐ Violation of safety rule

Other:

Job Factors:

- ☐ Inadequate design
- ☒ Inadequate equip./tools
- ☐ Inadequate procedures
- ☒ Inadequate maintenance
- ☐ Inadequate inspection
- ☐ Inadequate purchasing

Management Issues:

- ☐ Insufficient training
- ☐ Inadequate planning
- ☐ Lack of program support
- ☐ Lack of enforcement
- ☐ Budgetary constraints
- ☐ Understaffed

Other Factors:

WAS A NOTICE OF INJURY (C-1) FORM COMPLETED BY EMPLOYEE?

YES

Date 12/21/2017

CORRECTIVE ACTION PLAN (include immediate, short term and long term plan)

Immediate Action

Assigned To

Date Completed

Short Term Plan

Assigned To

Date Completed

Long Term Plan

Assigned To

Date Completed:

ADDITIONAL INFORMATION:

It should be noted that this is the third incident involving van #27 in the past few weeks. All three incidents involved different staff

Investigation completed by

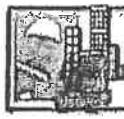
Date

12/21/2017

Reviewed by

Date

Note: Send copy of reports to Risk Management



Department of Administration
RISK MANAGEMENT



**PROPERTY/AUTO CLAIM
REIMBURSEMENT REQUEST**

Agency

To: Stacie Hancock
Risk Management

From: Warm Springs Correctional Center (WSCC)

Department: Department of Corrections

Date: 9-10-2018 Claim Number: 2018-APD-0154

Settlement

The repairs and or replacement of the above-mentioned claim have been made to our satisfaction. Proof of payment and copy of all paid invoices are attached. We formally request Risk Management to reimburse our agency using the following coding:

Budget # 3716 RGL 4200 Fund 101

Agency 440 Org 0000 Sub —

APPR Unit 3716 00 Object 4200 (Insurance Recoveries)

Contact

Authorized Signature: *Perry Russell* Title Warden

Phone: 775/684-3002 Date Submitted 9/10/18

**NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
VEHICLE/EQUIPMENT TURN-IN DOCUMENT**

FOR OFFICE USE ONLY

Control#: _____
BA #: _____

TO: NEVADA STATE PURCHASING DIVISION
PROPERTY MANAGEMENT PROGRAM
515 E MUSSEY ST, STE 300
CARSON CITY, NV 89701
PH: (775) 684-0192 FAX: (775) 684-0188

FROM: Agency Name: **NDOC - WSCC**
Address: **3301 E 5th St, Carson City Nevada**
Phone: **775/684-3000** Fax **775/684-3051**
Property location: **B&R Auto Wrecking**
Contact: _____ Phone: **541/757-0456**

PROCEDURES:

1. Titles must be furnished with vehicles and correctly signed off by authorized personnel. Sign agency name exactly as it appears on front of title.
2. Two complete sets of keys to accompany vehicle.
3. All decals, official markings and special equipment (emergency lights, etc.) must be physically removed from vehicle.
4. License plates removed.
5. Upon delivery at the warehouse, vehicle to include five (5) gallons of gas in tank.
6. Notify the Attorney General's office to remove vehicle/equipment from your agency's insurance.
7. Complete all information below regarding the vehicle information, options, additional features and any known defects.

Vehicle Information:

Vehicle Type: Van	Year: 2006
Make: Chevrolet	Model: Express 3500
VIN/Serial No.: [REDACTED]	State I.D. No./License No.: [REDACTED]
Engine: 8-6.OL	Odometer: 51,674
Transmission: Automatic	Hours:
Fuel Type: Gasoline	Drive Type:
Exterior Color: White	Interior Color: Tan

Vehicle Options:

- ☒ Air Conditioning
- ☒ Power Steering
- ☐ Power Windows
- ☐ Power Door Locks
- ☒ Tilt Steering Wheel

- ☐ Power Seat
- ☐ Dual Power Seat
- ☐ Driver Air Bag
- ☒ Dual Front Air Bags
- ☐ ABS Brakes

- ☒ AM/FM Radio
- ☐ Cassette
- ☐ CD Player
- ☒ Cruise Control

Additional Features:**Known Defects:**

~~Vehicle was totaled by Risk Management and salvaged through B&R Wrecking Company.~~

Turned In By: Archie Alexander

DATE: 09/12/2018

Agency Approving
Authority:

DATE:

Received By:

DATE:

Title Received By:

DATE:

Title Received By:

DATE:

Office Use Only:

Warehouse Control No.:

Budget Account No.:

Steve Sisolak
Governor



Susan Brown
Director


Paul Nicks
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
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: January 15, 2017

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Jim Rodriguez, Executive Branch Budget Officer 
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 PUBLIC SAFETY – NEVADA HIGHWAY PATROL

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Public Safety – Nevada Highway Patrol requests approval to purchase five replacement vehicles for a total amount not to exceed \$204,921.25 in fiscal year 2019.

Additional Information:

The agency is requesting to replace five vehicles, four Ford Explorer Police Interceptors and one pickup truck that were involved in traffic accidents and totaled by the insurance company. The funding for these purchase is provided by insurance recovery funds and from the sale of the damage vehicles at auctions.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

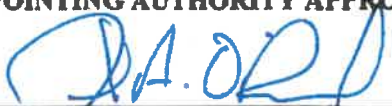

REVIEWED: 
ACTION ITEM: _____

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:
DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL	5	\$204,921.25
Total:	5	\$204,921.25

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

Agency Name: Nevada Highway Patrol	Budget Account #: 4713
Contact Name: John McCuin, ASO III	Telephone Number: 775-684-4883
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: 5 Amount of the request: \$204,921.25 Is the requested vehicle(s) new or used: New Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: 4 - Ford Police Interceptor Utility Vehicles and 1- F350 Mission of the requested vehicle(s): Law enforcement patrol vehicles and shop truck.	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: Base and Work Program C45119 If no, please explain how the vehicles will be funded? Funded from Insurance recoveries
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 5 Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. No. Law enforcement / Law enforcement support vehicles.	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2015 Odometer Reading: 53,001 Type of Vehicle: Police Interceptor Utility Vehicle #2 Model Year: 2015 Odometer Reading: 31,101 Type of Vehicle: Police Interceptor Utility	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. No - Totaled vehicles. Subject vehicles struck NHP vehicles in these instances totaling the patrol vehicles noted. If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. N/A
Please attach an additional sheet if necessary	
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Agency Appointing Authority </div> <div style="text-align: center;">  Title </div> <div style="text-align: center;"> 1/17/19 Date </div> </div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div style="display: flex; justify-content: space-between;"> <div>Board of Examiners</div> <div>Date</div> </div>	

Board of Examiners
Request for Approval to
Purchase a State Vehicle

Current Vehicle Information

Vehicle #3 Model Year	2014
Odometer Reading	35,277
Type of Vehicle	2014 Ford Interceptor

Vehicle #4 Model Year	2014
Odometer Reading	69,101
Type of Vehicle	2014 Ford Interceptor

Vehicle #5 Model Year	2003
Odometer Reading	57,625
Type of Vehicle	2003 Ford F350

Brian Sandoval
Governor



James M. Wright
Director

John O'Rourke
Chief

Nevada Highway Patrol

555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 687-5300 • Fax (775) 684-4879

Memorandum

DATE: December 3, 2018
TO: Jaime Rodriguez, Executive Branch Budget Officer
Governor's Finance Office, Budget Office
THROUGH: Lesa Galloway, Budget Analyst 3
Department of Public Safety, Director's Office
FROM: Johnny R. McCuin, Administrative Services Officer 3 *JRM*
SUBJECT: Board of Examiners Request for Vehicle Purchase Approval – From Crash Fund

The Department of Public Safety (DPS) Nevada Highway Patrol Division (NHP) is requesting approval from the Board of Examiners (BOE) to purchase replacements for five crashed vehicles from Budget Account 4713, Category 34, Crash Fund, in the amount of \$204,921.25. This category is funded from insurance recoveries. The cash balance forward from insurance recoveries in Fiscal Year 2018 was \$202,740; current recoveries are \$18,741.97; and current CAT 34 expenditures were \$10,039.53 providing \$211,442.44 for these purchases. The Department of Public Safety is requesting this item be placed on the January 15th, 2019 Board of Examiners' agenda.

Quotes

Police Interceptor Utility

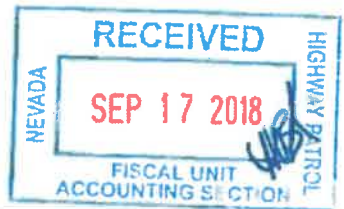
Base Cost	\$ 36,095.00
Upfitting	\$ 1,600.00
Title/Registration	\$ 29.25
Total Quote	<u>\$ 37,724.25</u>
Number units	4.00
Total Quote	<u>\$ 150,897.00</u>

Ford F350

Base Cost	\$ 47,491.00	
Flat Bed	6,504.00	see separate quote
Title/R	29.25	
Total Quote	<u>\$ 54,024.25</u>	
Total BOE Request	<u>\$ 204,921.25</u>	

Options

Base Cost	\$ 30,639.00
XLT	\$ 2,869.00
Diesel Engine 6.7L 4V V8	\$ 8,276.00
Engine Block Heater	\$ 64.00
Four Wheel Drive	\$ 3,462.00
Limited Slip Differential	\$ 333.00
Dual Alternators	\$ 324.00
Rear Stabilizer Bar	\$ 137.00
Cab Steps, Black	\$ 295.00
Upfitter Switches	\$ 107.00
Trailer Brake Controller	\$ 249.00
SYNC	\$ 386.00
Extra Keyfob	\$ 350.00
Total w/ Options	<u>\$ 47,491.00</u>



STANDARD PAGE/COST MATRIX ~ BID #8477 POLICE ~ UPDATED 20180625

(use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 11 Sedan, Full size; 4 door; 6 passenger)		1.2, SUV, 4DR, 4WD, 5-6PASS	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:		Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2018 FORD UTILITY POLICE INTERCEPTOR (K8A)		\$28,489	\$28,789
State vehicle miles per gallon (MPG): 16 CITY / 21 HWY			
State manufactures warranty: 3 YRS/36000 MILES			
Specify alternate fuel engine size and emission rating: 3.7L V6 TIVCT FFV			
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:			
Exterior Color: List available colors: (CC=CLEARCOAT; CCM=CLEARCOAT/METALLIC)			
Medium Brown Metallic	BU	Smokestone Metallic	HG
Arizona Beige Metallic Clearcoat	E3	Medium Titanium Metallic	YG
Vermilion Red	E4	Dark Blue	LK
Blue Metallic	FT	Royal Blue	LM
Shadow Black	G1	Oxford White	YZ
Seats, Cloth: List available colors:		Ingot Silver Metallic Code = UX	
BLACK			
for southern command Code LK dark blue total of 17 and Ingot Silver Code is UX 4 units.			
GVW: NA#		WHEELBASE: 114" / LENGTH: 187"	
(When Applicable)		(When Applicable)	
ITEMIZED OPTIONS PAGE ~ BID #8477 POLICE			
(State/Manufacturer/Package/Package Package)			
DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)			
Specify State's Vehicle Item Number:		1.2, SUV, 4DR, 4WD, 5-6PASS	
(i.e. 11 Sedan, Full size; 4 door; 6 passenger)			
Option Package Name/Code:	SEE ATTACHED ORDER GUIDE		DEDUCT AMOUNT
(List Equipment Features Below)			

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.

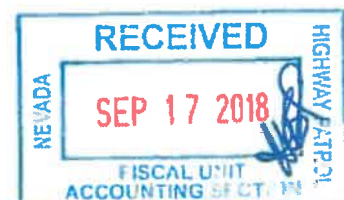
Please print out this page and complete all fields.



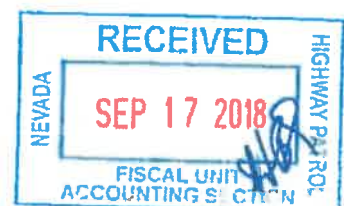
Vehicle Item No., Make, Model & No.:	1.2, SUV, 4DR, 4WD, 5-6 PASS 2019 FORD POLICE INTERCEPTOR UTILITY		
Dealer Name:	Jones West Ford		
Delivery Location:	Jones West Ford – Reno for Upfitting then to destination		
Vehicle Colors:	Exterior: Exterior Color (LK) DARK BLUE = 17 (UX) INGOT SILVER = 4	Interior: BLACK	Cloth Vinyl
DESCRIPTION	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)		\$28,789.00 x 4 115,156	\$ 604,569.00
SPECIFY OPTIONS: (description)			
LK - COLOR DARK BLUE, BLACK INTERIOR	17	NC/INCL	4,332 x 4 17,328
UX - COLOR INGOT SILVER, BLACK INTERIOR	04	NC/INCL	
# 99T / 44C ECOBOOST ENGINE	21	\$ 3,130.00	
# 86P FRONT HEADLAMP HOUSING	21	\$ 119.00	
# 86T REAR TAIL LIGHT HOUSING	21	\$ 58.00	
# 153 LICENSE PLATE BRACKET	21	NC/INCL	
# 43D DARK CAR FEATURE	21	\$ 19.00	
# 17T DOME LAMP	21	\$ 49.00	
# 60A PRE-WIRING GRILL LED REQ FOR 63B R MKR	21	\$ 49.00	
# 63B SIDE MARKER LED SIDE MIRRORS	21	\$ 276.00	
# 51V DUAL SPOT LIGHTS LED	21	\$ 632.00	
# 76D DEFLECTOR PLATE-Included with EcoBoost	21	NC / INCL	
# 87R REAR VIEW CAMERA – Included w/ 2019	21	NC / INCL	
ADDITIONAL OPTIONS: (page 1 above)			\$ 90,972.00
ADDITIONAL OPTIONS: (from page 2)	21	See Page 2	\$ 96,054.00
DELIVERY COST: (If other than Reno/Carson or LV)		NA	\$ 0.00
Total purchase price with options			
DMV Title and DRS Fee's		\$29.25	\$ 614.75
GRAND TOTAL:			\$ 792,209.25

115,156 (vehicle)
17,328 (opt set 1)
18,296 (opt set 2)
150,780
150,897

Vehicle Item No., Make, Model & No.:	1.2, SUV, 4DR, 4WD, 5-6 PASS 2019 FORD POLICE INTERCEPTOR UTILITY		
Dealer Name:	Jones West Ford		
Delivery Location:	Jones West Ford – Reno c/o NHP		
Vehicle Colors:	Exterior: Exterior Color (LK) DARK BLUE = 17 (UX) INGOT SILVER = 4	Interior: BLACK	Cloth <input type="checkbox"/> xx Vinyl
ADDITIONAL OPTIONS: SPECIFY	Quantity	Unit Cost	Total Cost
# 53M SYNC	21	\$ 280.00	<div style="text-align: right;"> 2974 x 4 <hr/> 18,296 </div>
# 61S REMAPPABLE SWITCHES (4) \ ON STEERING	21	\$ 148.00	
# 16C 1ST AND 2ND ROW CARPET	21	\$ 119.00	
# 88F SECOND ROW CLOTH SEATS	21	\$ 58.00	
# 85R REAR CONSOLE PLATE	21	\$ 33.00	
# 55B/54Z BLIND SPOT MONITORING (REQ 54Z)	21	\$ 517.00	
# 593 PERIMETER ANTI THEFT ALARM	21	\$ 114.00	
# 47A POLICE ENGINE IDLE	21	\$ 248.00	
# 55F REMOTE KEYLESS ENTRY	21	\$ 322.00	
# 76R REVERSE SENSING (must add w/ rear view camera)	21	\$ 261.00	
# 17A AUX A/C	21	\$ 579.00	
#55D SCUFF GUARDS	21	\$ 67.00	
#60R NOISE SUPPRESSING BONDS	21	\$ 95.00	
# 61B OBD - II Split Connector	21	\$ 53.00	
Front Tinted windows not to be darker than 35%	21	\$ 80.00	
UPFITTING Add Emergency Equipment	21	\$1,600.00	
TOTAL OPTIONS: PAGE 2	Page 2		\$96,054.00



Registered Owner:	Agency Name & Address: NEVADA HIGHWAY PATROL
Legal Owner:	Agency Name & Address: NEVADA HIGHWAY PATROL
County Vehicle Based In:	CLARK
Name & Phone of Person to contact when vehicle is ready for delivery:	Denny Gortari



Major front/side Damage

Unit # 15-238
Mileage 31,101

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STATE OF NEVADA

**Department of Public Safety
Vehicle Damage Notification**

Page 1 of

Vehicle Totaled ?

REGION		DIVISION		CAD/ACCIDENT NUMBER	
Northern Command West		Highway Patrol		160900598	
DATE FORM FILLED OUT		FROM		CONTACT PHONE NUMBER	
09/07/2016					
SEVERITY (PROPERTY, INJURY, FATAL)		INVESTIGATING AGENCY'S NAME		INVESTIGATING OFFICER	
Injury		Highway Patrol			
NAME OF INVOLVED EMPLOYEE		X	SWORN	DATE OF ACCIDENT	TIME OF ACCIDENT
			CIVILIAN	09/06/2016	1300
LOCATION ACCIDENT OCCURRED					
SR447 MM43 Washoe					
INVOLVED DIVISION VEHICLE DESCRIPTION					
LICENSE PLATE		VIN		MAKE	
				FORD	
YEAR		MODEL		UNIT NUMBER	
2015		EXPLORER		15-238	
WHAT IS THE NATURE AND EXTENT OF THE VEHICLE DAMAGE?					
MAJOR FRONT LEFT AND LEFT SIDE DAMAGE					
ENTER NARRATIVE IN SPACE BELOW				IS DIVISION VEHICLE V-1, V-2, V-3, ETC?	
				V-2	
V1 AND V2 WERE TRAVELING NB ON SR447 NEAR MILE POST 43. V1 WAS BEHIND V2. V2 ATTEMPTED TO MAKE A TRAFFIC STOP ON A PASSING SB VEHICLE. D2 ACTIVATED V2'S EMERGENCY LIGHTS AND SLOWED. V2 ATTEMPTED TO MAKE A U-TURN AND MAKE AN ENFORCEMENT STOP ON THE PASSING SB VEHICLE. AS D2 INPUTTED STEERING TO THE LEFT, V1 CROSSED THE CENTER LINE AND ENTERED INTO THE SB TRAVEL LANE TO PASS V2. V2 CROSSED INTO THE PATH OF V1. D1 INPUTTED STEERING TO THE LEFT TO AVOID V2. THE RIGHT FRONT OF V1 STRUCK THE LEFT SIDE AND LEFT FRONT OF V2. V2 CAME TO REST ON ITS WHEELS FACING NB IN THE SB TRAVEL LANE. V1 CONTINUED ACROSS THE SB TRAVEL LANE RUNNING OFF ROADWAY LEFT. V1 CONTINUED DOWN AN EMBANKMENT.					
CLICK HERE TO E-MAIL THIS COMPLETED FORM TO THE FOLLOWING RECIPIENTS:					
YOU MUST SAVE THIS FORM TO YOUR COMPUTER AND ATTACH THE FILE TO YOUR E-MAIL					
Director James Wright			Lieutenant Kevin Larsen		
Deputy Director Jackie Muth			Lieutenant Jaime Brown		
Chief Dennis Osborn			Lieutenant Tom Lawson		
Lt Colonel John O'Rourke			Lieutenant Jack Peeler		
Major Vacant			Lieutenant Carl Johnson		
Captain Andy McAfee			Lieutenant Rob Stepien		
Captain Stephanie O'Rourke			Sergeant Dave Cox		
Captain Natasha Koch					
Captain Charles Powell			Denny Gortari		
Lieutenant Fred Wurster			Terry Lukas		
Lieutenant Hal Hughes			Linda Gillespie		
Lieutenant James Simpson			Greg McCiuskey		
Lieutenant Kevin Honea			Dave Squire		

Updated 02/19/2016

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Mechanic Shop

Unit- 15-238
FFWO- 1249
FFPO-

Signature
ID#
Date 7/10/

STATE OF NEVADA
Department of Public Safety
Vehicle Damage Notification
Page 2 of

CAD/ACCIDENT NUMBER	160900598	UNIT NUMBER	15-238
OTHER VEHICLE DESCRIPTION(S) (IF APPLICABLE)			
LICENSE PLATE		VIN	
YEAR	2015	MAKE	FORD
MODEL	EXPLORER	UNIT NUMBER	15-238
NAME		OLN/STATE	0900783161
ADDRESS	357 HAMMILL LANE, RENO NV 89511		
INSURANCE CARRIER	SELF INSURED	POLICY NUMBER	SELF INSURED
INSURANCE ADDRESS			
LICENSE PLATE		VIN	
YEAR	1995	MAKE	DODGE
MODEL	RAM 2500	UNIT NUMBER	
NAME		OLN/STATE	3200567630
ADDRESS			
INSURANCE CARRIER	STATE FARM INS	POLICY NUMBER	0404428E1828I
INSURANCE ADDRESS	2700 SOUTH SUNLAND DR. TEMPE AZ 85282		
LICENSE PLATE		VIN	
YEAR		MAKE	
MODEL		UNIT NUMBER	
NAME		OLN/STATE	
ADDRESS			
INSURANCE CARRIER		POLICY NUMBER	
INSURANCE ADDRESS			
LICENSE PLATE		VIN	
YEAR		MAKE	
MODEL		UNIT NUMBER	
NAME		OLN/STATE	
ADDRESS			
INSURANCE CARRIER		POLICY NUMBER	
INSURANCE ADDRESS			

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Department of Public Safety
Vehicle Damage Notification
Page 3 of

CAD/ACCIDENT NUMBER	160900598	UNIT NUMBER	
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER	V1	SEATING POSITION	FRONT RIGHT
NAME		OLN/STATE	0701028170/NV
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			

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Event Number: 160900598

**STATE OF NEVADA
TRAFFIC CRASH REPORT
SCENE INFORMATION SHEET
Revised 10/20/15**

Crash Number:
HP160900598

Scene Information

Code Revision: 01/01/2016

Agency Name:
NEVADA HIGHWAY PATROL

Description of Crash / Narrative

V1(MARKED NHP PATROL UNIT) AND V2 WERE TRAVELING NORTHBOUND ON SR447 NEAR MILE POST 43. V2 WAS BEHIND V1. V1 ATTEMPTED TO MAKE A TRAFFIC STOP ON A PASSING SOUTHBOUND VEHICLE. D1 ACTIVATED V1'S EMERGENCY LIGHTS, SLOWED AND ENTERED THE UNPAVED RIGHT SHOULDER AREA. V1 ATTEMPTED TO MAKE A U-TURN AND MAKE AN ENFORCEMENT STOP ON THE PASSING SOUTHBOUND VEHICLE. AS D1 INPUTTED STEERING TO THE LEFT, V2 CROSSED THE CENTER LINE AND ENTERED INTO THE SOUTHBOUND TRAVEL LANE TO PASS V1. V1 CROSSED INTO THE PATH OF V2. D2 INPUTTED STEERING TO THE LEFT TO AVOID V1. THE RIGHT FRONT OF V2 STRUCK THE LEFT SIDE AND LEFT FRONT OF V1. V1 CAME TO REST ON ITS WHEELS FACING NORTHBOUND IN THE SOUTHBOUND TRAVEL LANE. V2 CONTINUED ACROSS THE SOUTHBOUND TRAVEL LANE RUNNING OFF ROADWAY LEFT. V2 TRAVELED DOWN A DIRT EMBANKMENT WHERE IT CAME TO REST ON ITS WHEELS FACING IN A NORTHWEST DIRECTION.

OFFICER NOTES: D1 ADVISED HE USED A HAND GESTURE TO SIGNAL THE SOUTHBOUND VEHICLE TO PULL OVER FOR AN ENFORCEMENT STOP. THE DRIVER OF THE SOUTHBOUND VEHICLE STATED THAT HE NOTICED THE OFFICER SIGNAL HIM TO PULL OVER. D2 STATED HE OBSERVED THE OFFICER'S HAND GESTURES AND ASSUMED IT WAS A SIGNAL FOR HIM TO GO AROUND OR PASS V1.



Indicate North

A.I.C.: _____

PROC ID: PRC_DOC_HIST

For Document Number: CR 651 00008131138

Record Date	Process Date	BFY	Acct Per	Bank Act	Vendor/Provider
03/23/2017	03/24/2017	2017	09/2017	01	

Acct Type	Fund	Agy/Org/Sub	Appr	Job #	BS/Obj/Rev	Sub	Func	Activity	Rpt Cat	Ref Doc/Line	Line #/Desc	Comments/Invoice	Amount
31	201	651-0000	471300		4200						01 CAD#16090 0598 UNIT#15-238	HBRAZIL	-\$2,500.00
01	201	651-0000			1000						01 CAD#16090 0598 UNIT#15-238	HBRAZIL	\$2,500.00
Total Amount													\$.00

mod. front end Damage

Unit # 15-309
Mileage 53,001

15-309

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STATE OF NEVADA
Department of Public Safety
Vehicle Damage Notification

Page 1 of

REGION	DIVISION		CAD/ACCIDENT NUMBER
NCE	NHP - Wells		170200087
DATE FORM FILLED OUT	FROM		CONTACT PHONE NUMBER
2/1/17			
SEVERITY (PROPERTY, INJURY, FATAL)	INVESTIGATING AGENCY'S NAME		INVESTIGATING OFFICER
Property	NHP - Elko		
NAME OF INVOLVED EMPLOYEE	X	SWORN	DATE OF ACCIDENT
		CIVILIAN	2/1/17
TIME OF ACCIDENT			
1847			
LOCATION ACCIDENT OCCURRED			
IR80 mm306 w/b			
INVOLVED DIVISION VEHICLE DESCRIPTION			
LICENSE PLATE	VIN		
YEAR	2015	MAKE	Explorer
MODEL	Ford	UNIT NUMBER	15-309
WHAT IS THE NATURE AND EXTENT OF THE VEHICLE DAMAGE?			
Moderate Front end damage			
ENTER NARRATIVE IN SPACE BELOW		IS DIVISION VEHICLE V-1, V-2, V-3, ETC?	
Trooper Sendlein was transporting a prisoner in his patrol vehicle (V1) westbound on IR80 near mile marker 28EL in the #1 travel lane. A deer entered the roadway in front of V1. The front of V1 struck the deer. The driver's side airbag deployed and Trooper Sendlein steered V1 into the #2 travel lane where it became disabled. Trooper Sendlein and the adult male prisoner (seatbelted in the right rear passenger seat) were uninjured and cleared by medical personnel on scene. V1 was towed to the NHP Elko shop.			
Vehicle Totaled (?)			
CLICK HERE TO E-MAIL THIS COMPLETED FORM TO THE FOLLOWING RECIPIENTS.			
YOU MUST SAVE THIS FORM TO YOUR COMPUTER AND ATTACH THE FILE TO YOUR E-MAIL			
Director James Wright		Lieutenant Kevin Honea	
Deputy Director Jackie Muth		Lieutenant Jack Peeler	
Chief Dennis Osborn		Lieutenant Luis Ayala-Zapatta	
Lt. Colonel John O'Rourke		Lieutenant Fred Wurster	
Major Andy McAfee		Lieutenant Gregory Johnson	
Major Thom Jackson		Lieutenant James Simpson	
Captain Rob Steplen		Lieutenant Tamrah Jackson	
Captain Dean Buell			
Captain Natasha Koch		Denny Gortari	
Captain Charles Powell		Terry Lukas	
Lieutenant Kevin Larsen		Linda Gillespie	
Lieutenant Carl Johnson		Greg McCluskey	
Lieutenant Tom Lawson		Dave Squire	

Updated 08/02/2016

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Rm Choin

Unit 14-360
Mileage 47,314

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STATE OF NEVADA

Department of Public Safety

Vehicle Damage Notification

Page 1 of 2

REGION		DIVISION		CAD/ACCIDENT NUMBER	
Northern Command - West		NHP		170800543	
DATE FORM FILLED OUT		FROM		CONTACT PHONE NUMBER	
8/6/2017		[REDACTED]		[REDACTED]	
SEVERITY (PROPERTY, INJURY, FATAL)		INVESTIGATING AGENCY'S NAME		INVESTIGATING OFFICER	
Injury		NHP		[REDACTED]	
NAME OF INVOLVED EMPLOYEE		X	SWORN	DATE OF ACCIDENT	TIME OF ACCIDENT
[REDACTED]			CIVILIAN	8/5/2017	2213
LOCATION ACCIDENT OCCURRED					
IR80 / MM 22 Washoe					
INVOLVED DIVISION VEHICLE DESCRIPTION					
LICENSE PLATE		[REDACTED]		VIN	[REDACTED]
YEAR		2014		MAKE	Ford
MODEL		Explorer		UNIT NUMBER	14-360
WHAT IS THE NATURE AND EXTENT OF THE VEHICLE DAMAGE?					
Moderate damage to left rear, front, and right front					
ENTER NARRATIVE IN SPACE BELOW			IS DIVISION VEHICLE V-1, V-2, V-3, ETC?		V-2
V-1 was traveling eastbound on IR80 in the #1 lane approaching Mile Marker 22 Washoe. V-2 and V-3, both emergency vehicle with emergency lights activated, were stopped on the right shoulder of IR80, east of V-1. V-2 and V-3 were unoccupied at the time of the crash. For unknown reasons, D-1 failed to move to the left upon approaching V-2 and V-3. D-1 allowed V-1 to partially enter the right shoulder. The right front of V-1 struck the left rear of V-2, causing V-2 to travel forward. V-1 rotated clockwise. The right side of V-2 struck a guardrail barrier and Trooper Gocke. The front of V-2 then struck the rear of V-3. V-3 was redirected across the #2 and #1 lanes. V-1 came to rest in the #1 lane and right shoulder facing southwest. V-2 came to rest in the right shoulder facing east. V-3 came to rest in the left dirt shoulder facing northeast. It should be noted that Troopers M. Gocke and M. Thompson were outside their vehicles at the time of the crash. Trooper Thompson jumped over the guardrail, injuring his wrist in the process. Trooper Gocke's leg was struck by V-2.					
CLICK HERE TO E-MAIL THIS COMPLETED FORM TO THE FOLLOWING RECIPIENTS:					
YOU MUST SAVE THIS FORM TO YOUR COMPUTER AND ATTACH THE FILE TO YOUR E-MAIL					
Director James Wright			Lieutenant Kevin Larsen		
Deputy Director Jackie Muth			Lieutenant Tom Lawson		
Chief Dennis Osborn			Lieutenant Jack Peeler		
Lt Colonel John O'Rourke			Lieutenant Carl Johnson		
Major Rob Stepien			Lieutenant Luis Ayala-Zapata		
Captain Andy McAfee			Sergeant Scott Farmer		
Captain Natasha Koch					
Captain Dean Buell			Denny Gortari		
Captain Charles Powell			Terry Lukas		
Lieutenant Fred Wurster			Linda Gillespie		
Lieutenant Hal Hughes			Greg McCluskey		
Lieutenant James Simpson			Dave Squire		
Lieutenant Kevin Honea			Debbie Wenzel		

Updated 05/02/2017

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not the Troopers Jones

STATE OF NEVADA
Department of Public Safety
Vehicle Damage Notification

Page 2 of 2

CAD/ACCIDENT NUMBER	170800543	UNIT NUMBER	14-360
OTHER VEHICLE DESCRIPTION(S) (IF APPLICABLE)			
LICENSE PLATE	[REDACTED]	VIN	[REDACTED]
YEAR	2001	MAKE	Ford
MODEL	Mustang	UNIT NUMBER	N/A
NAME	Carmin Luongo, Jr.	OLN/STATE	0901723462 / NV
ADDRESS	2554 Patrice Dr., Sparks, NV 89431		
INSURANCE CARRIER	Allstate	POLICY NUMBER	838543377
INSURANCE ADDRESS	P.O. Box 660636, Dallas, TX 75266 / 800-255-7828		
LICENSE PLATE	[REDACTED]	VIN	[REDACTED]
YEAR	2014	MAKE	Ford
MODEL	Explorer	UNIT NUMBER	14-360
NAME	[REDACTED]	OLN/STATE	0202671287
ADDRESS	357 Hammill Lane, Reno, NV 89511		
INSURANCE CARRIER	Self-Insured	POLICY NUMBER	
INSURANCE ADDRESS			
LICENSE PLATE	[REDACTED]	VIN	[REDACTED]
YEAR	2013	MAKE	Ford
MODEL	Explorer	UNIT NUMBER	13-127
NAME	[REDACTED]	OLN/STATE	0802147583
ADDRESS	357 Hammill Lane, Reno, NV 89511		
INSURANCE CARRIER	Self-Insured	POLICY NUMBER	
INSURANCE ADDRESS			
LICENSE PLATE		VIN	
YEAR		MAKE	
MODEL		UNIT NUMBER	
NAME		OLN/STATE	
ADDRESS			
INSURANCE CARRIER		POLICY NUMBER	
INSURANCE ADDRESS			

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PROC ID: PRC_DOC_HIST

Heavy front end Damage

Unit # 14-339
Miles 69,101

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STATE OF NEVADA

Department of Public Safety

Vehicle Damage Notification

Page 1 of

REGION		DIVISION		CAD/ACCIDENT NUMBER	
Northern Command		Highway Patrol		171202962	
DATE FORM FILLED OUT		FROM		CONTACT PHONE NUMBER	
12/30/2017					
SEVERITY (PROPERTY, INJURY, FATAL)		INVESTIGATING AGENCY'S NAME		INVESTIGATING OFFICER	
Injury		Highway Patrol			
NAME OF INVOLVED EMPLOYEE		X	SWORN	DATE OF ACCIDENT	TIME OF ACCIDENT
			CIVILIAN	12/30/2017	1055
LOCATION ACCIDENT OCCURRED					
Stephanie Lane @ North Fork Lane					
INVOLVED DIVISION VEHICLE DESCRIPTION					
LICENSE PLATE		VIN			
YEAR	2014	MAKE	Ford		
MODEL	Explorer / PIU	UNIT NUMBER	14-339		
WHAT IS THE NATURE AND EXTENT OF THE VEHICLE DAMAGE?					
Heavy front end damage.					
ENTER NARRATIVE IN SPACE BELOW			IS DIVISION VEHICLE V-1, V-2, V-3, ETC?		
Trooper Leonard's vehicle, V-2, was westbound on Stephanie Lane approaching North Fork Lane. V-1 entered Stephanie Lane from North Fork Lane, failing to yield from a posted stop sign, directly into the path of V-2. Trooper Leonard applied brakes. The front of V-2 struck the left side of V-1. V-1 rotated counterclockwise and came to rest facing northeast in the eastbound travel lane of Stephanie Lane. V-2 came to rest in the westbound travel lane of Stephanie Lane facing west.					
CLICK HERE TO E-MAIL THIS COMPLETED FORM TO THE FOLLOWING RECIPIENTS.					
YOU MUST SAVE THIS FORM TO YOUR COMPUTER AND ATTACH THE FILE TO YOUR E-MAIL					
Director James Wright			Lieutenant Brian Zana		
Deputy Director Pat Conmay			Lieutenant Mike Edgell		
Chief John O'Rourke			Lieutenant Jack Peeler		
Lt Colonel			Lieutenant Carl Johnson		
Major Rob Stepien			Lieutenant Luis Ayala-Zapata		
Captain Andy McAfee			Sergeant Karen Garretson		
Captain Blair Harkleroad					
Captain Dean Buell			Denny Gortari		
Captain Kevin Larsen			Terry Lukas		
Lieutenant Fred Wurster			Linda Gillespie		
Lieutenant Hal Hughes			Greg McCluskey		
Lieutenant James Simpson			Dave Squire		
Lieutenant Kevin Honea			Debbie Wenzel		

Updated 12/06/2017

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STATE OF NEVADA
Department of Public Safety
Vehicle Damage Notification

Page 2 of

CAD/ACCIDENT NUMBER	171202962	UNIT NUMBER	14-339
OTHER VEHICLE DESCRIPTION(S) (IF APPLICABLE)			
LICENSE PLATE		VIN	
YEAR	2016	MAKE	Subaru
MODEL	Outback	UNIT NUMBER	
NAME		OLN/STATE	0003876014 / NV
ADDRESS			
INSURANCE CARRIER	USAA	POLICY NUMBER	001406833U71052
INSURANCE ADDRESS	800-531-8722		
LICENSE PLATE		VIN	
YEAR		MAKE	
MODEL		UNIT NUMBER	
NAME		OLN/STATE	
ADDRESS			
INSURANCE CARRIER		POLICY NUMBER	
INSURANCE ADDRESS			
LICENSE PLATE		VIN	
YEAR		MAKE	
MODEL		UNIT NUMBER	
NAME		OLN/STATE	
ADDRESS			
INSURANCE CARRIER		POLICY NUMBER	
INSURANCE ADDRESS			
LICENSE PLATE		VIN	
YEAR		MAKE	
MODEL		UNIT NUMBER	
NAME		OLN/STATE	
ADDRESS			
INSURANCE CARRIER		POLICY NUMBER	
INSURANCE ADDRESS			

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REPORT DATE AS OF: 01/17/2019

PROC ID: PRC_DOC_HIST

STATE OF NEVADA
Office of the State Controller

Document History Inquiry

For Document Number: [CR 651 00008185386](#)

[Back](#)

Record Date	Process Date	BFY	Acct Per	Bank Act	Vendor/Provider
05/04/2018	05/04/2018	2018	11/2018	01	

Acct Type	Fund	Agy/Org/Sub	Appr	Job #	BS/Obj/Rev	Sub	Func	Activity	Rpt Cat	Ref Doc/Line	Line #/Desc	Comments/Invoice	Amount
31	201	651-0000	471300		4200						01 CAD #171202962 UNIT#14-339	EPARRA	-\$16,998.00
01	201	651-0000			1000						01 CAD #171202962 UNIT#14-339	EPARRA	\$16,998.00
Total Amount													\$0.00

Why F-350 ?
Diesel ?
Patrol vehicle ?

STANDARD PAGE ~ BID #8475 FLEET VEHICLES ~ UPDATED 20180928

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)		3.4.B, TRUCK, 1TON, FULLSIZE, CREW CAB, CHASSIS, DRW	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE: 2019 FORD F-350 (W3G/W3H)		Base Price for RENO/CARSON CITY \$30,639	Base Price for LAS VEGAS \$30,989
State vehicle miles per gallon (MPG): NA (EXEMPT)			
State manufactures warranty: 3 YRS/36000 MILES			
Specify alternate fuel engine size and emission rating: 6.2L V8 GAS SOHC EFI FLEX FUEL			
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:			
Exterior Color: List available colors: (CC=CLEARCOAT; CC/M=CLEARCOAT/METALLIC)			
INGOT SILVER CC/M	UX	MAGNETIC	UJ
OXFORD WHITE CC	YZ	CARIBOU	UX
RACE RED	PQ		
BLUE JEANS CC/M	N1		
SHADOW BLACK	G1		
Seats, Cloth: List available colors:			
GREY			
GVW: 13000# (When Applicable)		WHEELBASE: 179" (When Applicable)	

OPTION PACKAGE PAGE ~ BID #8036 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)		3.4.B, TRUCK, 1TON, FULLSIZE, CREW CAB, CHASSIS, DRW	
Option Package Name/Code: XLT		\$2,869	
List Equipment Features Below: INCL. 40/20/40 CLOTH BENCH, A/C, AM/FM/CD, CARPET, CRUISE, TILT & POWER WINDOWS/LOCKS, HEATED TOW MIRRORS, TRAILER BRAKE CONTROLLER (TBC)			

ITEMIZED OPTIONS PAGE ~ BID #8475 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)		3.4.B, TRUCK, 1TON, FULLSIZE, CREW CAB, CHASSIS, DRW	
		DEDUCT AMOUNT	
ABS Brake System	\$ INCL.		\$-
Air Conditioning	\$ INCL.		\$-
Cruise Control	\$ INCL.		\$-
Diesel Engine (6.7L 4V V8)	\$8,276		\$-
Engine Block Heater	\$64		\$-
Four Wheel Drive (4x4)	\$3,462		\$-
Heavy Duty Alternator (200A; DIESEL ONLY)	\$64		\$-
Hitch Receiver	See body add-on quotes		\$-
Integrated Trailer Brake	\$ INCL. w/TBC		\$-
Keyless Entry w/Fob	\$ INCL.		\$-
Limited Slip Differential	\$333		\$-
Paint, Metallic	\$ OPTIONAL N/C		\$-
Power Mirrors	\$ INCL.		\$-
Power Locks	\$ INCL.		\$-
Power Seat, DRIVER ONLY	\$ 826 (XLT ONLY)		\$-
Power Windows	\$ INCL.		\$-
Radio; AM/FM Stereo, Cassette Player	\$ NA		\$-
Radio; AM/FM Stereo, CD	\$ INCL.		\$-
Rear Window Wiper	\$ NA		\$-
Seats, Vinyl	\$ NC		\$-
Vinyl Colors: TAN OR GREY			
Skid Plate (4WD ONLY)	\$85		\$-

Tilt Steering	\$ INCL.	\$-
Tire, Spare, Full Size	\$ INCL.	\$-
Trailer Tow Mirrors	\$ INCL.	\$-
Trailer Tow Package	\$ INCL.	\$-

ITEMIZED OPTIONS PAGE ~ BID #8475 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)	3.4.B, TRUCK, 1TON, FULLSIZE, CREW CAB, CHASSIS, DRW	
Other:		
6.2L V8 GAS SOHC EFI FLEX FUEL	\$ INCL.	\$-
40/20/40 SPLIT BENCH SEAT	\$ INCL.	\$-
ALL TERRAIN TIRES	\$389	\$-
DUAL ALTERNATORS (355A; DIESEL ONLY)	\$324	\$-
REAR STABILIZER BAR	\$137	\$-
ELECTRONIC SHIFT ON FLY (4WD ONLY)	\$171	\$-
SNOW PLOW PREP PKG	\$79	\$-
CAB STEPS, BLACK	\$295	\$-
UPFITTER SWITCHES	\$107	\$-
TRANSMISSION PTO	\$257	\$-
TAILGATE ASSIST & STEP	\$320	\$-
TRAILER BRAKE CONTROLLER (TBC)	\$249	\$-
SPRAY-IN BEDLINER	\$405	\$-
DAYTIME RUNNING LIGHTS	\$41	\$-
SYNC (HANDS FREE PHONE)	\$386	\$-
EXTRA Keyless Entry w/Fob	\$350	\$-
Other:	\$	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 per unit mile.

Chassis = \$ 47,491.00
Body = \$ 6,504.00
Title \$ 29.25
Total = \$ 54,024.25

F-350

Major Front end / Body Damage

Unit 03-968
Miles 57,625

FOR OFFICIAL USE ONLY

STATE OF NEVADA
Department of Public Safety
Vehicle Damage Notification

Page 1 of 4

REGION <small>(Print)</small>		DIVISION <small>(Print)</small>		CAD/INCIDENT/CRASH NUMBER	
NCW		NHP		180202256	
DATE FORM FILLED OUT		FROM		CONTACT PHONE NUMBER	
02/23/2018					
INCIDENT OR CRASH <small>(Print)</small>		SEVERITY OF CRASH <small>(Print)</small>	INVESTIGATING AGENCY'S NAME		INVESTIGATING OFFICER
Crash		Injury	Highway Patrol Division		
NAME OF INVOLVED EMPLOYEE		SWORN or CIVILIAN <small>(Print)</small>	DATE OF INCIDENT/CRASH	TIME OF INCIDENT/ CRASH	
			02/22/2018	1553	
LOCATION INCIDENT/CRASH OCCURRED					
IR580 near MM WA11					
INVOLVED DIVISION VEHICLE DESCRIPTION					
LICENSE PLATE		VIN			
YEAR	2003	MAKE	Ford		
MODEL	F350	UNIT NUMBER	03-968		
WHAT IS THE NATURE AND EXTENT OF THE VEHICLE DAMAGE?					
Major front end damage, moderate body damage to vehicle and damage to trailing unit.					
ENTER NARRATIVE IN SPACE BELOW			IS DIVISION VEHICLE V-1, V-2, V-3, ETC? V-3		
See attachment.					
CLICK HERE TO E-MAIL THIS COMPLETED FORM TO THE FOLLOWING RECIPIENTS: YOU MUST SAVE THIS FORM TO YOUR COMPUTER AND ATTACH THE FILE TO YOUR E-MAIL					
Director James Wright			Denny Gortari		
Colonel John O'Rourke			Dave Smith		
Lt Colonel Dan Solow			Linda Gillespie		
Major Rob Stepien			Terry Lukas		
Major Adam Page					
Captain Andy McAfee					
Captain SC					
Captain Charles Haycox					
Captain Tom Ely					
Captain Dean Buell					
Captain Blair Harkleroad					
Captain Kevin Larsen					
Lt Bryan Zana					

Updated 2/15/2018

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2018
FLEET

STATE OF NEVADA
Department of Public Safety
Vehicle Damage Notification
Page 2 of 4

CAD/ACCIDENT NUMBER	180202256	UNIT NUMBER	03-968
OTHER VEHICLE DESCRIPTION(S) (IF APPLICABLE)			
LICENSE PLATE	[REDACTED]	VIN	[REDACTED]
YEAR	2016	MAKE	BMW
MODEL	3-SERIES	UNIT NUMBER	V-2
NAME	[REDACTED]	OLN/STATE	NV/0003532614
ADDRESS	[REDACTED]		
INSURANCE CARRIER	SAFECO INS	POLICY NUMBER	X6044473
INSURANCE ADDRESS	800-578-6701		
LICENSE PLATE	[REDACTED]	VIN	[REDACTED]
YEAR	2013	MAKE	SUBARU
MODEL	OUTBACK	UNIT NUMBER	V-4
NAME	[REDACTED]	OLN/STATE	0800872846/NV
ADDRESS	[REDACTED]		
INSURANCE CARRIER	USAA	POLICY NUMBER	00568 78 33C
INSURANCE ADDRESS	800-531-8722		
LICENSE PLATE	[REDACTED]	VIN	[REDACTED]
YEAR	2017	MAKE	TOYOTA
MODEL	TACOMA	UNIT NUMBER	V-5
NAME	[REDACTED]	OLN/STATE	0103152795/NV
ADDRESS	[REDACTED]		
INSURANCE CARRIER	USAA	POLICY NUMBER	0288044877102
INSURANCE ADDRESS	800-531-8722		
LICENSE PLATE	[REDACTED]	VIN	[REDACTED]
YEAR	2013	MAKE	NISSAN
MODEL	SENTRA	UNIT NUMBER	V-6
NAME	[REDACTED]	OLN/STATE	[REDACTED]
ADDRESS	[REDACTED]		
INSURANCE CARRIER	GEICO	POLICY NUMBER	4248998496
INSURANCE ADDRESS	800-861-8380		

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STATE OF NEVADA
Department of Public Safety

Vehicle Damage Notification

Page 3 of 4

CAD/ACCIDENT NUMBER	180202256	UNIT NUMBER	03-968
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER	4	SEATING POSITION	RF
NAME		OLN/STATE	99-195-1145/CO
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			
PASSENGER(S) DETAILS (IF APPLICABLE)			
VEHICLE NUMBER		SEATING POSITION	
NAME		OLN/STATE	
ADDRESS			

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V1 WAS TRAVELING N/B ON I580 IN #1 LANE. V2 WAS TRAVELING N/B ON I580 IN #2 LANE, EAST OF V1. V3 AND ITS TRAILING UNIT WERE TRAVELING N/B ON I580 IN #3 LANE, SOUTH OF V1 AND V2. V4 WAS TRAVELING N/B ON I580 IN THE #1 TRAVEL LANE, NORTH OF V3. V5 WAS TRAVELING N/B I580 IN #3 TRAVEL LANE, SOUTH OF V3. V6 WAS TRAVELING N/B ON I580 IN #3 TRAVEL LANE, SOUTH OF V3 AND NORTH OF V5. V7 WAS STOPPED ON THE EAST PAVED SHOULDER OF I580, NORTH OF V1. V8 WAS STOPPED ON THE EAST PAVED SHOULDER, NORTH OF V7. V9 WAS TRAVELING N/B ON I580 IN THE #2 TRAVEL LANE, SOUTH OF V5. V10 WAS TRAVELING N/B ON I580 IN THE #2 TRAVEL LANE, SOUTH OF V9.

FOR AN UNKNOWN REASON V1 MADE A LANE CHANGE TO THE #2 LANE, WHERE IT'S RIGHT FRONT STRUCK V2'S LEFT REAR, FORCING V2 TO THE RIGHT. D3 MADE A LANE CHANGE TO THE #2 TRAVEL LANE DUE TO A PRIOR ACCIDENT IN THE #3 LANE, WHERE V3'S LEFT FRONT STRUCK V2'S RIGHT REAR. V3 AND ITS TRAILING UNIT ROTATED CLOCKWISE, ENTERING THE #3 TRAVEL LANE AND EAST PAVED SHOULDER WHERE V1'S FRONT STRUCK THE JERSEY WALL. AS V3 CONTINUED TO SLIDE N/B, ITS TRAILING UNIT STRUCK V4'S RIGHT SIDE. D-5 LOST CONTROL OF V-5 AND STRUCK THE LEFT REAR OF V-6 WITH ITS FRONT. V5 ROTATED CLOCKWISE WHERE IT'S LEFT FRONT STRUCK THE RIGHT SIDE OF V3 AND LEFT REAR STRUCK THE RIGHT SIDE OF V3'S TRAILING UNIT. V3'S LEFT SIDE THEN STRUCK THE REAR OF V7, PUSHING V7 FORWARD WHERE V7'S RIGHT FRONT STRUCK V8'S LEFT REAR. D9 LOST CONTROL OF V9 CAUSING V9'S FRONT TO HIT V5'S RIGHT REAR. D10 LOST CONTROL OF V10 CAUSING V10'S FRONT TO STRIKE THE RIGHT REAR OF V9, ROTATED COUNTER CLOCKWISE AND STRUCK V6'S LEFT REAR WITH ITS RIGHT SIDE.

V2 PULLED OVER TO THE EAST PAVED SHOULDER. V3 CAME TO A FINAL REST IN THE #3 TRAVEL LANE AND EAST PAVED SHOULDER FACING SOUTH EAST AND ITS TRAILING UNIT FACING NORTH EAST, SOUTH OF V2. V4 CAME TO A FINAL REST FACING SOUTH IN THE #1 TRAVEL LANE, NEXT TO V3'S TRAILING UNIT. V5 CAME TO REST IN THE #2 AND #3 TRAVEL LANE FACING EAST WITH ITS LEFT REAR STILL IN CONTACT WITH V3'S TRAILING UNIT'S RIGHT SIDE AND LEFT FRONT STILL IN CONTACT WITH V3'S RIGHT SIDE. V6 CAME TO REST FACING NORTH EAST IN THE #3 TRAVEL LANE AND EAST PAVED SHOULDER, SOUTH OF V3. V6 ALSO RECEIVED LEFT SIDE DAMAGE DURING THIS EVENT FROM AN UNKNOWN VEHICLE. V7 CAME TO REST FACING NORTH WEST ON THE EAST PAVED SHOULDER WITH ITS REAR STILL IN CONTACT WITH V3'S LEFT SIDE. V8 CAME TO REST FACING NORTH ON THE EAST PAVED SHOULDER, NORTH OF V7. V9 CAME TO REST IN THE #2 TRAVEL LANE FACING NORTH WITH ITS FRONT STILL IN CONTACT WITH V5'S RIGHT REAR. V10 CAME TO A FINAL REST IN THE #2 AND #3 TRAVEL LANE FACING NORTH WEST WITH ITS FRONT STILL IN CONTACT WITH V9'S RIGHT REAR AND ITS RIGHT SIDE STILL IN CONTACT WITH V6'S LEFT REAR. V1'S WAS UNABLE TO BE LOCATED OR IDENTIFIED AT THE SCENE.

[Main Menu](#) > [Document History Input](#) > **Document History Inquiry**

REPORT DATE AS OF: 01/17/2019

PROC ID: PRC_DOC_HIST

STATE OF NEVADA
Office of the State Controller

Document History Inquiry

For Document Number: JV 085 0007497

Back

Record Date	Process Date	BFY	Acct Per	Vendor/Provider
06/15/2018	06/20/2018	2018	12/2018	

[illegible]

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Salvage / Auction value
F-350 Truck

Steve Sisolak
Governor



Susan Brown
Director

Paul Nicks
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: January 9, 2018

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Curtis Palmer, Executive Branch Budget Officer *CP*
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 WILDLIFE
HABITAT DIVISION**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Division requests approval to purchase three replacement vehicles for a total amount not to exceed \$113,126.

Additional Information:

The request is to purchase three vehicles to replace current vehicles that comply with the Vehicle Replacement Policy of SAM 1316. The total purchase price for the three vehicles is \$113,126. The Wildlife Habitat Division was budgeted for replacement vehicles in E711 decision units for total of \$123,519 during the 2017-2019 legislative session.

Statutory Authority:

BOE approval required pursuant to NRS 334.010

REVIEWED: *cm*

ACTION ITEM: _____

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

Agency Name: <u>Wildlife</u>	Budget Account #: <u>4467</u>
Contact Name: <u>Liz O'Brien</u>	Telephone Number: <u>775-688-1500</u>
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: <u>1</u> Amount of the request: <u>36,998.25</u> Is the requested vehicle(s) new or used: <u>NEW</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick up</u> Mission of the requested vehicle(s): <u>Replace existing vehicle with faulty engine/high mileage.</u>	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: <u>E 711</u> If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. YES	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: <u>2000/03,000/Ford Expedition</u> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1300? If no, explain why the vehicle is being replaced. YES If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Agency Appointing Authority </div> <div style="text-align: center;"> Title </div> <div style="text-align: center;"> <u>12-3-18</u> Date </div> </div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> Board of Examiners </div> <div style="width: 40%;"> Date </div> </div>	

PURCHASE REQUISITION

Reno, NV 89511

Above portion must be filled in by supervisor or requester
The above section for EQUIPMENT only

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.:	2.3A 2019 Toyota Tacoma TRD Model 7544; DBL CAB		
Dealer Name:	Fallon Ford		
Delivery Location:	Fallon, NV		
Vehicle Colors:	Exterior: Silver	Interior: Graphite	X Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 35,519.00	\$35,519.00
SPECIFY OPTIONS: (description)			\$1,450.00
		\$	
ATC LED Camper Shell	1	\$1,450.00	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)	\$	\$ N/A	\$ N/A
Total purchase price with options			\$36,969.00
DMV Title and DRS Fee's		\$29.25	\$ 29.25
GRAND TOTAL:			\$36,998.25

Registered Owner:	Nevada Department of Wildlife 6980 Sierra Center Parkway Suite 120 Reno, NV 89511
Legal Owner:	Nevada Department of Wildlife 6980 Sierra Center Parkway Suite 120 Reno, NV 89511
County Vehicle Based In:	White Pine County
Name & Phone of Person to contact when vehicle is ready for delivery:	Moir Kolada 775-289-1655 Ext 29

STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)

DEALER NAME_FALLON FORD**Specify State's Vehicle Item Number: 2.3A 2019 TOYOTA TACOMA TRD MODEL 7544**

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2018 TACOMA TRD DBLCAB MODEL 7544	\$ 35,519.00	\$ 36,019.00

State vehicle miles per gallon (MPG):TBD**State manufactures warranty: 3 YEAR/36K MILES****Specify engine size and emission rating: TBD****Includes Minimum Standard Equipment Listed: __X__Yes ____No If no, state exception
(Refer to page 6 of bid)****Exterior Color: List available colors:**WHITE, **SILVER**, RED, BLACK,CEMENT,QUICKSAND**Seats, Cloth: List available colors:**

GRAPHITE

GVW:

(When Applicable)

WHEELBASE:

/hen Applicab

(Use separate page for each package)

DEALER NAME_FALLON FORD

Specify State's Vehicle Item Number: 2.3A 2019 TOYOTA TACOMA TRD MODEL 7544

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Option Package Name/Code:	SEE OPTION LINK	\$TBD
----------------------------------	-----------------	-------

List Equipment Features Below:

[illegible]

ITEMIZED OPTION PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME_FALLON FORD

DEDUCT AMOUNT

ABS Brake System	INC	\$-
Air Conditioning	INC	\$-
Cruise Control	INC	\$-
Diesel Engine	NA	\$-
Four Wheel Drive (4x4)	INC	\$-
ALL WEATHER FLOOR LINER/DOOR SILL	INC	\$-
Hitch Receiver	INC	\$-
BED MAT	INC	\$-
Keyless Entry w/Fob (must have power door locks)	INC	\$-
Limited Slip Differential	INC	\$-
DOOR EDGE GUARDS	INC	\$-
Power Mirrors	INC	\$-
Power Locks	INC	\$-
Power Seats	NA	\$-
Power Windows	INC	\$-
Radio; AM/FM Stereo	INC	\$-
PAINT PROTECTION FILM	INC	\$-
MINI TIE DOWN LOOI	INC	\$-
TECHNOLOGY PACKAGE	INC	\$-
TRD SKID PLATE	INC	\$-
MUD GUARDS	INC	\$-
D RINGS	INC	\$-
Tire, Spare, Full Size	INC	\$-
Trailer Tow Mirrors	NA	\$-
ATC LED CAMPER SHELL	\$ 1,450.00	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00

per mile.

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency NV Dept of Wildlife RX No. _____

Contact _____ Phone No. _____

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

☐ Other justification

-----State Purchasing use only-----

___ Approved ___ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency Nevada Department of Wildlife RX No. _____

Contact _____ Phone No. _____

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

☐ Other justification



-----State Purchasing use only-----

☐ Approved ☐ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

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

Agency Name: <u>Wildlife</u>	Budget Account #: <u>4467</u>
Contact Name: <u>Liz O'Brien</u>	Telephone Number: <u>775-688-1500</u>
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>1</u> Amount of the request: <u>35,772.25</u></p> <p>Is the requested vehicle(s) new or used: <u>NEW</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick up</u></p> <p>Mission of the requested vehicle(s): <u>Replace existing vehicle with light mileage.</u></p>	
<p>Were funds legislatively approved for the request?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number: <u>E711</u></p> <p>If no, please explain how the vehicles will be funded?</p>
<p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)</p>	
<p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</p> <p>YES</p>	
<p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____ <small>2007/125,000/Ford F250</small></p> <p>Vehicle #2 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1300? If no, explain why the vehicle is being replaced.</p> <p><u>YES</u></p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p>APPOINTING AUTHORITY APPROVAL:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%; text-align: center;">  Agency Appointing Authority </div> <div style="width: 30%; text-align: center;">  Title </div> <div style="width: 30%; text-align: center;"> <u>12-3-18</u> Date </div> </div>	
<p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;"> Board of Examiners </div> <div style="width: 40%;"> Date </div> </div>	

NEVADA DEPARTMENT OF WILDLIFE

PURCHASE REQUISITION

Date: 10/13/18Deliver To: 6980 Sierra Center Pkwy, #120Required Delivery Date ASAPReno, NV 89511

ORDER LIKE ITEMS ONLY ON EACH PURCHASE REQUISITION

(This permits completion of purchase requisition when item is delivered
and aids in coding costs and payment of vendor's bill)

Item No.	Quan.	Unit	Description and Specification	COST ACCOUNTING							ESTIMATED	
				Org		Sub Org		Appr.		Job		
				DIV	FS	Proj.	BA	Cat.	Loc.	GL No.	Unit Price	Amount
1	1	each	2019 Tundra SR5 DBL CAB 5.7	06	02	00	4467	05	01		34,213.00	34,213.00
			4x4; 5.7L V8 Gas Engine									
1	1	each	Deck Rail system	06	02	00	4467	05	01		108.00	108.00
1	1	each	SR5 Upgrade Pkg	06	02	00	4467	05	01		812.00	812.00
1	1	each	TRD Rear Sway Bar	06	02	00	4467	05	01		225.00	225.00
1	1	each	TRD Front Skid Plates	06	02	00	4467	05	01		385.00	385.00
1	1	each	DMV Title Fee	06	02	00	4467	05	01		29.25	29.25
Total Amount											35,772.25	

Remarks or additional descriptions: (When writing specifications and descriptions include make and model number of item(s) you wish: forward brochure(s) if available.)

Vehicle for Bobby JonesRequested by: Lynn Walker

Department Approval: _____

Approved by
Supervisor: _____

Approval Date: _____

Location
code:Equipment
custodian name:Custodian
Position control #:Above portion must be filled in by supervisor or requester
The above section for EQUIPMENT only

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.:	2019 Toyota Tundra DBL Cab 5.7 SR5, 4x4		
Dealer Name:	Fallon Ford-Toyota		
Delivery Location:	Reno		
Vehicle Colors:	Exterior: Silver Sky	Interior: Graphite	X Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)		\$ 34,213.00	\$ 34,213.00
SPECIFY OPTIONS: (description)			\$1,530.00
		\$	
TRD Rear Sway Bar		\$225.00	
TRD Front Skid Plates		\$385.00	
Deck Rail System		\$108.00	
SR5 Upgrade Pkg.		\$812.00	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$ n/a	\$ n/a
Total purchase price with options			\$35,743.00
DMV Title and DRS Fee's		\$29.25	\$29.25
GRAND TOTAL:			\$35,772.25

Registered Owner:	Nevada Department of Wildlife 6980 Sierra Center Parkway suite 120 Reno, NV 89511
Legal Owner:	Nevada Department of Wildlife 6980 Sierra Center Parkway suite 120 Reno, NV 89511
County Vehicle Based In:	Washoe
Name & Phone of Person to contact when vehicle is ready for delivery:	Bobby Jones 775-688-1444 or 775-304-3603



Proposal

1351 W. Williams Ave.
Fallon NV, 89406
(775) 423-2171 Ext. 116
joe@fallonfordtoyota.com

Company	NDOW
Date	11/06/2018
Mileage	TBD
Exterior / Interior Color	SILVER SKY/GRAPHITE

ATTN: **BOBBY JONES**

SALESPERSON	PROJECT	PAYMENT TERMS	DUE DATE
Joe DeAloia	2019 TUNDRA SR5 DBL CAB 5.7 4X4	TBD	TBD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	2019 TUNDRA SR5 DBL CAB 5.7 4X4	\$ 34,213.00	
	5.7L V8 GAS ENGINE		
	DECK RAIL SYSTEM	\$ 108.00	
	SR5 UPGRADE PACKAGE	\$ 812.00	
	TRD REAR SWAY BAR	\$ 225.00	
	TRD FRONT SKID PLATE	\$ 385.00	
		\$ -	
	SUBTOTAL	\$ 35,743.00	
		\$ -	
	TOTAL VEHICLE PRICE	\$ 35,743.00	
		\$ -	
	TAX RATE	0.0%	
	SALES TAX	\$ -	
	DOC	\$ -	
	TITLE FEE	\$ 29.25	
	TOTAL	\$ 35,772.25	

QUOTE PREPARED BY
Joe DeAloia

To accept this proposal please sign here and return

_____ AUTHORIZED REPRESENTATIVE	_____ DATE
------------------------------------	---------------

STANDARD PAGE - FLEET VEHICLES 8475

(Use separate page for each package)

DEALER NAME_FALLON FORD TOYOTA**Specify State's Vehicle Item Number:** 2.10B TOYOTA TUNDRA DBL CAB 5.7 4X4

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2019 TUNDRA DBL CAB 5.7 SR5	\$ 34,213.00	\$ 35,213.00

State vehicle miles per gallon (MPG):TBD**State manufactures warranty:** 3 YEAR/36K MILES**Specify engine size and emission rating:** TBD**Includes Minimum Standard Equipment Listed:** ☒X Yes ☐No If no, state exceptions:
(Refer to page 6 of bid)**Exterior Color: List available colors:**SUPER WHITE, SILVER SKY METALLIC, MAGNETIC GREY METALLIC, CEMENT GREY,
MIDNIGHT BLACK, BARCELONA RED, QUICKSAND, CAVALRY BLUE**Seats, Cloth: List available colors:**

GRAPHITE, BLACK, SAND BEIGE

GVW:

(When Applicable)

WHEELBASE:

When Applicable

ITEMIZED OPTION PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME_FALLON FORD TOYOTA

DEDUCT AMOUNT

ABS Brake System	INC	\$-
Air Conditioning	INC	\$-
Cruise Control	INC	\$-
TRD PERFORMANCE DUAL EXHAUST	\$ 999.00	NA
DECK RAIL SYSTEM	\$ 155.00	NA
TRD AIR FILTER	\$ 59.00	NA
PAINT PROTECTION FILM	\$ 219.00	NA
ALL WEATHER LINERS/DOOR SILL	\$ 155.00	NA
TRD PERFORMANCE AIR FILTER	\$ 59.00	NA
PAINT PROTECTION FILM	\$ 219.00	NA
FIRST AID KIT	\$ 20.00	NA
TRI-FOLD TONNEAU COVER	\$ 1,020.00	NA
BED EXTENDER	\$ 230.00	NA
BEDLINER W/ DECK RAIL SYSTEM	\$ 210.00	NA
CARPET FLOOR MATS	\$ 105.00	NA
FOUR SEASON FLOOR MAT PACKAGE	\$ 260.00	NA
BED MAT	\$ 95.00	NA
BED CARGO DIVIDER	\$ 245.00	NA
STAINLESS DOOR EDGE GUARD	\$ 90.00	NA
EXHAUST TIP	\$ 60.00	NA
TRD REAR SWAY BAR	\$ 225.00	NA
SPRAY IN BEDLINER	\$ 454.00	NA
BEDLINER WITHOUT DECK RAILS	\$ 200.00	NA
STAINLESS STEEL STEPBOARD	\$ 475.00	NA
TUBE STEP BLACK	\$ 345.00	NA
TUBE STEP CHROME	\$ 365.00	NA
CLASSIC BLACK RUNNING BOARDS	\$ 385.00	NA
PREDATOR DROP STEP	\$ 539.00	NA
CAST ALUMINUM RUNNING BOARDS	\$ 630.00	NA
TRD FRONT SKID PLATES	\$ 385.00	NA
SPARE TIRE LOCK	\$ 45.00	NA
ALLOY WHEEL LOCKS	\$ 50.00	NA

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 1.00

per mile.

OPTION PACKAGE PAGE ~ FLEET

(Use separate page for each package)

DEALER NAME_FALLON FORD TOYOTA_

Specify State's Vehicle Item Number:2.10B TOYOTA TUNDRA DBL CAB 5.7 4X4

(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)

Option Package Name/Code: SEE OPTION LINK \$TBD

List Equipment Features Below:

18" 5 SPOKE ALLOY WHEELS	\$783
DECK RAIL SYSTEM	\$108
ENTUNE PREMIUM AUDIO W/ NAV	\$452
RUNNING BOARD	\$297
TRD OFF ROAD PKG	\$2407
TRD SPORT PKG	\$2892
SR5 UPGRADE PKG	\$812
SX PKG	\$1399
TRD SPORT CONVENIENCE PKG	\$860
CONVENIENCE PKG	\$835
HEATED POWER OUTSIDE TOW MIRRORS	\$43
TUNDRA PKG #1 (W/ DECK RAIL)	\$745
TUNDRA PKG #1 (W/O DECK RAIL)	\$735
EXTERIOR PKG	\$810

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency Nevada Department of Wildlife RX No. _____

Contact _____ Phone No. _____

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

☐ Other justification

-----State Purchasing use only-----

☐ Approved ☐ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

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

Agency Name: Wildlife		Budget Account #: 4467	
Contact Name: Liz O'Brien		Telephone Number: 775-688-1500	
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: 40,355.25	
Is the requested vehicle(s) new or used: NEW			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Pickup			
Mission of the requested vehicle(s): Replace existing vehicle with high mileage.			
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: E711 If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. YES			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: 2009/145,000/Ford F350 Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		Does this request meet the replacement schedule criteria pursuant to SAM 1300? If no, explain why the vehicle is being replaced. YES If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
Please attach an additional sheet if necessary			
APPOINTING AUTHORITY APPROVAL: Liz O'Brien Deputy Director 12-3-18 Agency, Appointing Authority Title Date			
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase Board of Examiners Date			

Revised 12/26/17

NEVADA DEPARTMENT OF WILDLIFE

PURCHASE REQUISITION

Date: 12/3/18Deliver To: 6980 Sierra Center Pkwy, #120Required Delivery Date ASAPReno, NV 89511

ORDER LIKE ITEMS ONLY ON EACH PURCHASE REQUISITION

(This permits completion of purchase requisition when item is delivered
and aids in coding costs and payment of vendor's bill)

Item No.	Quan.	Unit	Description and Specification	COST ACCOUNTING							ESTIMATED	
				Org		Sub Org		Appr.		Job		
				DIV	FS	Proj.	BA	Cat.	Loc.	GL No.	Unit Price	Amount
1	1	each	2019 Chevrolet Silverado;	08	59	06	4467	05	01		28,813.00	28,813.00
			2.19 Truck 1 ton; Full Size;									
			Crew Cab; Short Bed, SRW									
			CC35743									
			DMV Title and DRS Fees								29.25	29.25
			6.6L V-8 Duramax Diesel								8,268.00	8,268.00
			4 Wheel Drive (diesel)								2,045.00	2,045.00
			Heavy Duty Alternator								335.00	335.00
			Trailer Tow Mirrors-Power								564.00	564.00
			Upfitter Switches								125.00	125.00
			Deep Tint Glass								176.00	176.00
Total Amount											40,355.25	

Remarks or additional descriptions: (When writing specifications and descriptions include make and model number of item(s) you wish: forward brochure(s) if available.)

Vehicle for Eddy Willis

Requested by: Lynn Walker

Department Approval: _____

Approved by Supervisor: 

Approval Date: _____

Location
code:Equipment
custodian name:Custodian
Position control #:

Above portion must be filled in by supervisor or requester
 The above section for **EQUIPMENT** only

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.:	2.19 Truck 1 ton; Full Size; Crew cab; Short Bed, SRW 2019 Chevrolet Silverado – CC35743		
Dealer Name:	Champion Chevrolet		
Delivery Location:	Reno		
Vehicle Colors:	Exterior: Silver Ice Metallic	Interior: Dark Ash	X Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 28,813.00	\$28,813.00
SPECIFY OPTIONS: (description)			\$11,513.00
6.6L V-8 Duramax Diesel		\$8268.00	
4 Wheel Drive		\$2045.00	
Heavy Duty Alternator		\$ 335.00	
Trailer Tow Mirrors-Power		\$ 564.00	
Upfitter Switches		\$ 125.00	
Deep Tint Glass		\$ 176.00	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$ N/A	\$ N/A
Total purchase price with options			\$40,326.00
DMV Title and DRS Fee's		\$ 29.25	\$ 29.25
GRAND TOTAL:			\$40,355.25

Registered Owner:	Agency Name & Address: Nevada Department of Wildlife 1100 Valley Road Reno NV 89512-2817
Legal Owner:	Agency Name & Address: Nevada Department of Wildlife 1100 Valley Road Reno NV 89512-2817
County Vehicle Based In:	Humboldt
Name & Phone of Person to contact when vehicle is ready for delivery:	Eddy Willis (775)220-5488

STANDARD PAGE ~ BID 8475 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: *2.19 - Truck 1 Ton; Full Size; Crew Cab; Short Bed, Single Rear Wheel*

Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
<i>2019 Chevrolet Silverado - CC35743</i>	\$28,813.00	\$29,113.00
State vehicle miles per gallon (MPG): <i>NOT RATED</i>		
Manufactures Suggested Retail Price(MSRP): <i>\$ 38,560.00</i>		
State manufactures warranty: <i>3 YR or 36k Miles Bumper to Bumper & 5 YR or 100k Miles Powertrain</i>		
Specify standard engine size and emission rating: <i>6.0L Vortec V-8 Flex Fuel</i> <i>Federal Emission</i>		
Includes Minimum Standard Equipment Listed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, state exceptions:		
<i>AM/FM STEREO W/ USB PORTS, AUX JACK, & SD CARD SLOT CD PLAYER - OPTIONAL SEE BELOW</i>		
Exterior Color: List available colors:		
<i>Black, Summit White, Graphite Metallic, Deep Ocean Blue Metallic + \$375.00, Havanah Metallic,</i>		
<i>Silver Ice Metallic, Red Hot, Mosaic Black Metallic</i>		
Seats, Cloth: List available colors:		
<i>Dark Ash</i>		
GVW: 10,500(GAS) 11,100(DIESEL)		WHEELBASE: 167.70

ITEMIZED OPTION PAGE ~ BID 8475 FLEET VEHICLES

DEALER NAME - Champion Chevrolet

Vehicle Item Number: 2.19 - Truck 1 Ton; Full Size; Crew Cab; Short Bed, Single Rear Wheel

		DEDUCT AMOUNT
ABS Brake System	\$ STD	\$- N/A
Air Conditioning	\$ STD	\$- N/A
Backup Camera	\$ STD	\$- N/A
Battery, Auxiliary	\$135(Std on Diesel)	\$- N/A
Bedliner, Spray In	\$495.00	\$- N/A
Bluetooth for Phone(Includes My Link Radio)	\$ STD	\$- N/A
Cruise Control	\$ STD	\$- N/A
Deep Tint Glass	\$176.00	\$- N/A
Engine, Alt Size 6.6L V-8 Duramax Diesel	\$8,268.00	\$- N/A
Engine Block Heater	\$88.00(Std on Diesel)	\$- N/A
Four Wheel Drive	\$2,045.00	\$- N/A
Electronic Transfer Case(Requires 4x4)	\$200.00	\$- N/A
Gear Ratio 3.73 (4.10 Std on Gas / 3.73 Std on Diesel)	\$100.00	\$- N/A
Heavy Duty Alternator	\$132(Gas) \$335(Diesel)	\$- N/A
Integrated Trailer Brake Controller(Incl Tow Pack)	\$515.00	\$- N/A
Keyless Entry w/Fob (Includes Power Windows/Mirrors)	\$564.00	\$- N/A
Keys, Two Additional(4 Total)	\$95.00	\$- N/A
Limited Slip Differential	\$STD	\$- N/A
Paint, Metallic	\$STD	\$- N/A
Power Mirrors (Includes Keyless Entry w/Fob)	\$564.00	\$- N/A
Power Locks	\$STD	\$- N/A
Power Seat(Driver Side)	\$383.00	\$- N/A
Power Windows	\$STD	\$- N/A
Radio;AM/FM Stereo,CD Player(Incl My Link/Bluetooth)	See Option Package	\$- N/A
Rear Window Defogger	\$198.00	\$- N/A
Seats, Vinyl	\$ Avail @ no extra charge	\$- N/A
Vinyl Colors: Dark Ash		
Skid Plate (Requires 4X4 option)	\$132.00	\$- N/A
Steps, 4" Black Round	\$630.00	\$- N/A
Tilt Steering	\$STD	\$- N/A
Tire, Spare, Full Size	\$STD	\$- N/A
Tires, All Terrain	\$200.00	\$- N/A
Trailer Tow Mirrors(Not avail with Pwr Windows/Mirrors)	\$STD	\$- N/A
Trailer Tow Mirrors-Power(Incl Power Windows/Mirrors)	\$564.00	\$- N/A
Trailer Tow Package (Incl Brake Controller)	\$515.00	\$- N/A
Upfitter Switches Bank of 4 @ 30 Amps Each	\$125.00	\$- N/A

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

OPTION PACKAGE PAGE ~BID 8475 FLEET VEHICLES

DEALER NAME - *Champion Chevrolet*

Vehicle Item Number: *2.19 - Truck 1 Ton; Full Size; Crew Cab; Short Bed, Single Rear Wheel*

Option Package Name/Code: <i>1LT</i>	(Requires 2WD) \$4,400.00	(Requires 4WD) \$4,551.00
---	----------------------------------	----------------------------------

List Equipment Features Below:

*18" Chromed Aluminum Wheels, Chrome Front/Rear Bumper, Bodyside Moldings, Chrome Grille,
 Power Mirrors, Power Windows, Remote Keyless Entry, Deep Tint Glass(Except front Windows),
 Premium Cloth, Driver Side Lumbar Control, Carpeted Floor, Rubber Floor Mats, Leather Wrapped Steering Wheel,
 Bluetooth, Onstar, Single Slot CD Player*

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET
(This form must accompany requisition)

Agency Nevada Department of Wildlife RX No. _____

Contact _____ Phone No. _____

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

☐ Other justification

-----State Purchasing use only-----

☐ Approved ☐ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

State of Nevada Equipment Schedule

10/30/18 10:45 AM

Budget Period: 2017-2019 Biennium (FY18-19)
Budget Account: 4467 WILDLIFE - HABITAT
Version: L01 LEGISLATIVELY APPROVED
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
E233	05	8241	OFFICE FURNITURE-EXECUTIVE BOOKCASE	0	1	576.00	576	0	576.00	0
E233	05	8241	OFFICE FURNITURE-EXECUTIVE CHAIR	0	1	472.00	472	0	472.00	0
E233	05	8241	OFFICE FURNITURE-EXECUTIVE DESK	0	1	724.00	724	0	724.00	0
E233	05	8241	OFFICE FURNITURE-EXECUTIVE 4 DRAWER FILE CABINET	0	1	416.00	416	0	416.00	0
B000	10	7460	EQUIPMENT PURCHASES < \$1,000	0	1	167.00	167	1	167.00	167
B000	11	7460	EQUIPMENT PURCHASES < \$1,000	0	1	2,472.00	2,472	1	2,472.00	2,472
B000	11	7770	COMPUTER SOFTWARE >\$5,000	0	1	1,800.00	1,800	1	1,800.00	1,800
B000	12	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	0	1	374.00	374	1	374.00	374
B000	12	7460	EQUIPMENT PURCHASES < \$1,000	0	1	9,739.00	9,739	1	9,739.00	9,739
B000	13	7460	EQUIPMENT PURCHASES < \$1,000	0	1	7,547.00	7,547	1	7,547.00	7,547
B000	13	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	0	1	4,509.00	4,509	1	4,509.00	4,509
B000	13	7770	COMPUTER SOFTWARE >\$5,000	0	1	700.00	700	1	700.00	700
B000	14	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	0	1	4,593.00	4,593	1	4,593.00	4,593
B000	14	7460	EQUIPMENT PURCHASES < \$1,000	0	1	12,737.00	12,737	1	12,737.00	12,737
B000	15	7460	EQUIPMENT PURCHASES < \$1,000	0	1	5,069.00	5,069	1	5,069.00	5,069
B000	15	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	0	1	3,020.00	3,020	1	3,020.00	3,020
B000	16	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	0	1	6,888.00	6,888	1	6,888.00	6,888
B000	16	7770	COMPUTER SOFTWARE >\$5,000	0	1	300.00	300	1	300.00	300
B000	16	7460	EQUIPMENT PURCHASES < \$1,000	0	1	6,419.00	6,419	1	6,419.00	6,419
B000	17	7460	EQUIPMENT PURCHASES < \$1,000	0	1	2,293.00	2,293	1	2,293.00	2,293
B000	17	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	0	1	3,602.00	3,602	1	3,602.00	3,602
B000	18	7465	EQUIPMENT PURCHASE \$1,000-\$5,000	0	1	433.00	433	1	433.00	433
B000	18	7460	EQUIPMENT PURCHASES < \$1,000	0	1	7,703.00	7,703	1	7,703.00	7,703
E710	05	8340	RANGER UTV 570 FULL SIZE	0	1	12,449.00	12,449	1	0.00	0
E710	05	8270	JOHN DEERE MOLDBOARD PLOW	0	1	9,917.00	9,917	0	0.00	0
E711	05	8310	CHEVY SILVERADO 1 TON CREW CAB, SRW	0	1	39,013.00	39,013	0	0.00	0
E711	05	7465	SK TRUCK FLATBED	0	1	4,950.00	4,950	0	0.00	0
E711	05	7460	TOOL BOXES FOR FLATBED	0	2	696.00	1,392	0	0.00	0
E711	05	7460	AUXILIARY FUEL TANK	0	1	549.00	549	0	0.00	0
E711	05	7465	SUSPENSION AIR BAG WITH AIR COMMAND	0	1	1,475.00	1,475	0	0.00	0
E711	05	7465	SUSPENSION LIFT KIT WITH SHOCKS	0	1	2,536.00	2,536	0	0.00	0
E711	05	7460	OFFROAD TIRES	0	4	453.00	1,812	0	0.00	0
E711	05	8310	TOYOTA 4RUNNER, 4X4 SR5	0	1	36,104.00	36,104	0	0.00	0
E711	05	8310	CHEVY SILVERADO 3/4 TON EXT CAB, LONG BED	0	1	35,688.00	35,688	0	0.00	0
E711	05	8310	TOYOTA TACOMA 4DOOR DOUBLE CAB	0	0	0.00	0	1	32,443.00	32,443
E711	05	7465	CARAVAN CAMPER SHELL	0	0	0.00	0	1	4,639.00	4,639
E711	05	8310	TOYOTA TACOMA 4DOOR DOUBLE CAB	0	0	0.00	0	1	34,391.00	34,391
E711	05	7465	CARAVAN CAMPER SHELL	0	0	0.00	0	1	4,639.00	4,639
E711	05	8310	CHEVY SILVERADO 1 TON, CREW CAB, LONG BED	0	0	0.00	0	1	39,990.00	39,990
E711	05	7465	SK TRUCK FLATBED	0	0	0.00	0	1	4,950.00	4,950

E711	05	7460	TOOL BOXES FOR FLATBED	0	0	0.00	0	2	696.00	1,392
E711	05	7460	AUXILIARY FUEL TANK	0	0	0.00	0	1	549.00	549
E711	05	7465	SUSPENSION AIR BAG WITH AIR COMMAND	0	0	0.00	0	1	1,475.00	1,475
E711	05	7465	SUSPENSION LIFT KIT WITH SHOCKS	0	0	0.00	0	1	2,536.00	2,536
E711	05	7460	OFFROAD TIRES	0	0	0.00	0	4	453.00	1,812
E720	05	8341	CAMOPLAST TATOU UTV 4S	0	0	0.00	0	1	4,899.00	4,899
E720	05	8270	REAR MOUNT BOOM MOWER	0	1	26,762.00	26,762	0	0.00	0
E720	05	8270	PORTABLE AIR COMPRESSOR	0	1	11,710.00	11,710	0	0.00	0
E720	05	8220	KISER WATER TRAILER	0	0	0.00	0	1	8,709.00	8,709
E720	05	8340	DEW DROP DRILL	0	0	0.00	0	1	7,545.00	7,545
E720	05	8340	TOPCON AG SYSTEM LASER LEVEL	0	1	19,850.00	19,850	0	0.00	0
E720	05	8340	TOPCON SYSTEM 5 CONTROL SYSTEM	0	1	18,281.00	18,281	0	0.00	0
E720	05	8340	RANGER UTV 570 FULL SIZE	0	0	0.00	0	1	12,449.00	12,449
E720	05	8340	RANGER UTV 570 FULL SIZE	0	1	12,449.00	12,449	0	0.00	0
E720	05	8260	GRIZZLY 1448 MVX JON 14' ALUMINUM BOAT	0	1	5,305.00	5,305	0	0.00	0
E720	05	8270	CASHMAN FLAIL MOWER FOR EXCAVATOR	0	1	23,387.00	23,387	0	0.00	0
E720	05	8340	COMPACT TRACK LOADER 289D	0	0	0.00	0	1	101,627.00	101,627




**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

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

Date: January 8, 2018

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Catherine Brekken, Executive Branch Budget Officer
Governor's Finance Office, 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 Education

Agenda Item Write-up:

Pursuant to NRS 353.097, subsection 4, the Department requests approval to pay \$284,287.90 from the General Fund, State Claims Account for a Fiscal Year 2018 request for funds for the Account for Instruction in Financial Literacy from Clark County School District.

Additional Information:

The request for funds was received by the Department of Education on November 15, 2018 for reimbursement of costs incurred by Clark County School District for the Financial Literacy Education Program in fiscal year 2018. General funds for this program did not balance forward from fiscal year 2018 to fiscal year 2019.

Statutory Authority:

NRS 353.097, subsection 4

REVIEWED: 

ACTION ITEM: _____

STALE CLAIM REQUEST

To: Catherine Brekken, Executive Branch Budget Officer I
Department of Administration, Budget Division

Date: 11/15/18

From: Andrea Osborne, ASO III
Department of Education, Business & Support Division

RECEIVED

NOV 26 2018

Subject: Stale Claim for State Fiscal Year - 18

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

The attached invoice is a valid claim for expenditures incurred in the above indicated fiscal year. We have reviewed and reconciled all the associated billing and payment records for this claim, and our research verifies that this is an open and valid claim against the state and that claim was not paid in the indicated fiscal year or any subsequent fiscal year. A copy of this analysis and the supporting documentation is attached for your review. Please review and provide your authorization to pay this stale claim as indicated below:

Vendor/Employee Name: Clark County SD
Vendor/Employee Number: T40231800 Invoice/Term Date: 06/30/18
Invoice Number: 18CL267004 Invoice/Claim Amount: \$ 284,287.90

Original Budget, Fund and Category Information

Budget	Fund	Category	Amount
2620	101	12	284,287.90
Total			284,287.90

Stale Claim Budget, Fund and Category Information

Budget	Fund	Category	Amount
4888	101		284,287.90
Total			284,287.90

Explanations: Reason for Stale Claim/Funding Allocations/Noted Attachments:

The attached invoice was never paid because it was not turned into the fiscal office before the FY18 closing deadline so it became a stale claim. See attached memo for full explanation.

Authorized to pay from current fiscal year Acct? FULL
[Indicate if full or partial payment from current year funds]

BOARD OF EXAMINERS /BUDGET OFFICE USE ONLY Approval for payment from

Fund 101 B/A 4888
Catherine Brekken 1/8/19
Budget Analyst Date

Clerk of the Board Date

Note: Claims from the General Fund Stale Claims account over \$1,000 require Clerk approval

BRIAN SANDOVAL
Governor

STEVE CANAVERO, Ph.D.
Superintendent
of Public Instruction

STATE OF NEVADA



DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 - 9101
<http://www.doe.nv.gov>

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221
Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702) 486-6450
www.doe.nv.gov/Educator_Licensure

MEMORANDUM

November 2, 2018

To: Andrea Osborn, Fiscal Director *AO*
From: Sondra L. Neudauer, Grants Analyst
Re: Request for Funds (RFF) – Stale Claim

I hereby submit for payment the following RFF received as stale claim:

<u>Project No:</u>	<u>Name of Subgrantee</u>	<u>Project Title</u>	<u>Amount of RFF</u>
• 18-267-02000	Clark County SD	Financial Literacy Education	\$284,287.90

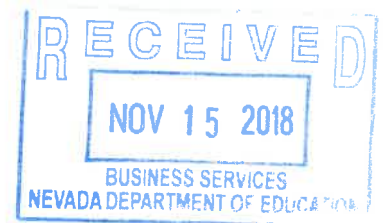
The RFF is for the Period ending June 30, 2018, were signed and dated prior the August 10, 2018 deadline, however NDE missed the deadline for payment. Corrective action is being implemented with a new e-mail system. The RFF listed above is hereby submitted as stale claim.

Please let me know if you have any questions or need additional information.

Sincerely,

[Signature]
Sondra L. Neudauer
Grants and Project Analyst
Business and Support Services

*BA
2620 → 4888*



REQUEST FOR FUNDS FOR PROJECT ACTIVITIES

RETURN TO: Sondra
NEVADA DEPARTMENT OF EDUCATION
Attention: Grants Management Unit
700 E. Fifth Street
Carson City, Nevada 89701

FY 18

State Claim

4470018

Each Request for Funds must be accompanied by a General Ledger.

Name and Address of Subgrantee:
Clark County School
2832 East Flamingo Road
Las Vegas, NV 89121

Project No.: 18-267-02000

Project Title: Financial Literacy Education

Source of project or grant funds:

State x

Federal

Request No.: 4

Federal GAN Project Title Financial Literacy Education

PART I: RFF Period Beginning Date: 6/1/18

RFF Period Ending Date: 6/30/2018

1. Total Subaward	\$	700,000.00
2. Less total requests for funds already submitted	\$	210,376.20
3. Less current period expenditures being requested for current period	\$	284,287.90
4. Remaining award at end of current period (1. - 2. - 3.)	\$	205,335.90

PART II: Actual Request for Current Period:

Current Request for Funds

Requested	NDE \$ Approved
\$ 284,287.90	\$ 284,287.90
GPA Initial and Date:	
11/14/18	

Darla Sommermeyer
Signature

8-10-18
Date

Darla Sommermeyer, Coordinator III
Print - Name and Title of Reporting Official



FOR DEPARTMENT OF EDUCATION USE ONLY						
CFDA Number:		UEI(DUNS): 18 C1267004		Vendor Number: T40231800		
Federal	Organization Code	Budget Account	Category	G/L (Object Code)	Federal Common Account No.	Federal Job Number
	0000					State
State	Organization Code	Budget Account	Category	G/L (Object Code)		
	0000	2620	12	8603		
Signature of Person Authorized to Approve Payment					Date Approved	
<i>Amanda Pater for Dave Brancan</i>					11-14-18	

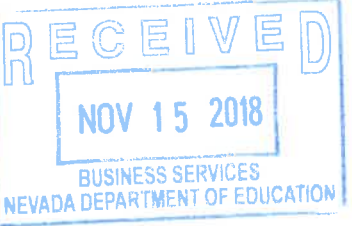
Fis
11/14/18

State or Federal Report of Expenditures
Nevada Department of Education

Project Number: 18-267-02000									
Request Number: 4									
Period Ending: 6/30/2018									
Object	Description	(A)		(B)		(C)		(D)	
		Budget	Actual	Instruction Cost	Remainder	Budget	Actual	Support Cost	Remainder
100	Salaries	\$ -	\$ -	\$ -	\$ -	\$ 283,980.00	\$ 101,276.26	\$ 101,276.26	\$ 182,703.74
200	Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
300	Purchased Professional/Technical Services	\$ -	\$ -	\$ -	\$ -	\$ 8,462.00	\$ 2,475.41	\$ 2,475.41	\$ 5,986.59
400	Purchased Property Services	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 13,000.00	\$ 13,000.00	\$ (5,000.00)
500	510 Student Transportation Services	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$ 40,059.86	\$ 40,059.86	\$ (59.86)
	580 Staff Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other (520, 530, 540, 550, 560, 570, 590)	\$ 30,000.00	\$ 8,538.81	\$ -	\$ 21,461.19	\$ -	\$ -	\$ -	\$ -
	Total 500	\$ 30,000.00	\$ 8,538.81	\$ -	\$ 21,461.19	\$ -	\$ -	\$ -	\$ -
600	610 General Supplies (exclude 612)	\$ 20,000.00	\$ 121.21	\$ -	\$ 19,878.79	\$ 10,000.00	\$ 5,768.03	\$ 5,768.03	\$ 4,231.97
	* 612 Non-Technology Items of Higher Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	620 Energy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	640 Books and Periodicals (exclude 641)	\$ 6,750.00	\$ 13,908.00	\$ -	\$ (7,158.00)	\$ 6,390.00	\$ 26,944.98	\$ 26,944.98	\$ (20,554.98)
	641 Textbooks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	650 Supplies - Information Technology Related (exclude 651, 652, 653)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	651 Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	* 652 Technology Items of Higher Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	653 Web-based and Similar Programs	\$ 286,418.00	\$ 282,571.54	\$ 3,846.46	\$ 3,846.46	\$ -	\$ -	\$ -	\$ -
	Total 600	\$ 313,168.00	\$ 296,600.75	\$ 16,567.25	\$ 16,567.25	\$ 16,390.00	\$ 32,713.01	\$ 32,713.01	\$ (16,323.01)
800	810 Dues and Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	890 Other Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other (820, 830)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal 100 - 800	\$ 343,168.00	\$ 305,139.56	\$ 38,028.44	\$ 38,028.44	\$ 356,832.00	\$ 189,524.54	\$ 189,524.54	\$ 167,307.46
	Approved Indirect Cost Rate - %	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
700	730 Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other (710, 720, 740, 790)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Grand Total Expended	\$ 343,168.00	\$ 305,139.56	\$ 38,028.44	\$ 38,028.44	\$ 356,832.00	\$ 189,524.54	\$ 189,524.54	\$ 167,307.46
						\$ 700,000.00	\$ 494,664.10	\$ 494,664.10	\$ 205,335.90

830-4 Request for Funds Page 2 (10.15A)

0 * *



494,664.10 +

210,376.20 -

284,287.90 *

0 * *

Lead column	Budget	Encumbrance	Parked Docs	Expenses	Available	% Available
** Grant	700,000.00	9,278.02		275,009.88	415,712.10	59.3%
* G4470000118 FINANCIAL LITERACY EDU	700,000.00	9,278.02		275,009.88	415,712.10	59.3%
4320000000 State Grants	260,480.00			210,376.20	210,376.20	
5116540000 Licensed-Extra Duty	22,000.00			96,327.00	164,153.00	
5116647000 Substitutes				3,381.00	18,619.00	
5116810000 Licensed-Prep Buy Out	1,500.00			1,216.05	216.05	
5117200000 Support-Overtime	1,684.00			1,352.21	147.79	
5220000000 FICA	3,800.00			1,211.52	1,472.48	
5221000000 Medicare	420.00			1,352.40	2,447.60	
5230000000 PERS	143.00				143.00	
5250000000 SUI	2,415.00			50.64	92.36	
5270000000 OIM	8,000.00			860.85	1,554.15	
5330000000 Employee Training	40,000.00			13,000.00	5,000.00	
5441000000 Land/Building Rental				40,000.00		
5442000000 Equip & Vehicle Rent				59.86		
5550000000 Print & Binding	30,000.00			8,538.81	59.86	
5653000000 Web Based and Similar P	286,418.00				21,461.19	
5610000000 General Supplies	30,000.00			5,889.24	286,418.00	
5640000000 Books-other	13,140.00			31,574.96	24,110.76	
5642000000 Library Books		9,278.02		282,571.54	27,712.98	

1 + #2
284,287.90

205,335.90 remaining available

415,712.10
(210,376.20)

205,335.90

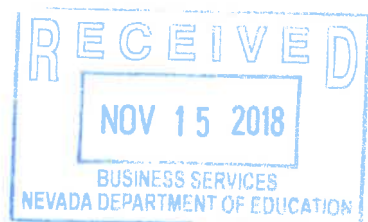
0.00

275,009.88+

9,278.02+

284,287.90*

0.00



Steve Sisolak
Governor

Susan Brown
Director

Paul Nicks
Deputy Director



**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
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: January 7, 2019

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Nikki Hovden, Executive Branch Budget Officer
Governor's Finance Office, Budget Division *NH*

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 HEALTH AND HUMAN SERVICES –
DIVISION OF CHILD AND FAMILY SERVICES – RURAL CHILD WELFARE**

Agenda Item Write-up:

Pursuant to NRS 353.097, subsection 4, the Division requests approval to pay \$245,445 from the General Fund, State Claims Account, for a Fiscal Year 2018 invoice from Interactive Voice Applications dba IVA, Inc. for work related to securing additional federal and other non-state revenues.

Additional Information:

The agency seeks approval to pay the stale claim. The contract included conflicting information regarding the percentage of reimbursement due to IVA, Inc. based on the additional funding the division was able to generate as a result to changes made to its Random Moment Sampling program. The invoices were submitted prior to the close of FY 2018, but the method of calculating the amount due was being determined. After receiving guidance from the Attorney General's Office, the division has confirmed 10% of the additional funds generated is due to IVA, Inc. and future amounts are not anticipated.

Statutory Authority:

BOE approval required pursuant to NRS 353.097, subsection 4.

REVIEWED: _____

ACTION ITEM: _____



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
4126 TECHNOLOGY WAY, SUITE 300
CARSON CITY, NV 89706
Telephone (775) 684-4400 • Fax (775) 684-4455
dcfs.nv.gov

MEMORANDUM

TO: Nikki Hovden, Executive Branch Budget Officer II

THROUGH: Richard Whitley, Director
Department of Health and Human Services *gy to rw*

FROM: Katrina Nielsen, Administrative Services Officer IV *gn*
Division of Child and Family Services

SUBJECT: Request for Board of Examiners' Approval of a Stale Claim

DATE: December 31, 2018

Pursuant to NRS 353.097, subsection 4, the Department of Health and Human Services, Division of Child and Family Services hereby requests Board of Examiners' approval to pay a stale claim from the Stale Claim account for SFY 2018 invoices from Interactive Voice Applications dba IVA Inc. in the amount of \$245,445.

The Division of Child and Family Services' contract with Interactive Voice Applications (IVA) included conflicting information regarding the percentage of reimbursement due to IVA based on the additional funding the division is able to generate as a result to changes made to its Random Moment Sampling program. After receiving guidance from the Attorney General's Office, the division received confirmation that 10 percent of the additional funds generated is due to IVA. Although the invoices were submitted prior to the close of FY 2018, the method of calculating the amount due was still being determined. The method for calculating the quarterly amount due to IVA has been approved by the Attorney General's Office and future stale claims are not anticipated for the duration of the term of the contract.

Thank you.

STALE CLAIM REQUEST

To: Nikki Hovden
Governor's Finance Office, Budget Division

From: Mandi Davis
DHHS, Division of Child and Family Services

Subject: Stale Claim for State Fiscal Year 2018

Date: 12/31/2018

RECEIVED

JAN - 3 2019

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

The attached invoice is a valid claim for expenditures incurred in the above indicated fiscal year. We have reviewed and reconciled all the associated billing and payment records for this claim, and our research verifies that this is an open and valid claim against the state and that claim was not paid in the indicated fiscal year or any subsequent fiscal year. A copy of this analysis and the supporting documentation is attached for your review. Please review and provide your authorization to pay this stale claim as indicated below:

Vendor/Employee Name: Interactive Voice Applications

Vendor/Employee Number: T81072762A Invoice Term Date: 7/1/17 - 6/30/18

Invoice Number: 1454,1455,1456,1457 Invoice/Claim Amount: \$245,445.00

Coding from original obligation

Fund	Budget	Category	Amount
101	3229	04	\$245,445.00
Total			

Coding used to pay Stale Claim

Fund	Budget	Category	Amount
101	4888	10	\$245,445.00
Total			

Request to pay from current fiscal year account?

YES ☐

NO ☒

-If yes, full or partial payment from current year funds?

FULL ☐

PARTIAL ☐

-If partial payment from current year funds, how much? (Provide details below)

\$

Is a current Stale Claim Declining Balance Log included in the attachments?

YES ☒

NO ☐

Explanation: Reason (Justification or Detail) for Stale Claim/Funding Allocations/Attachments:

Upon guidance from our Deputy Attorney General, it was determined that the Contract requires that additional funds paid to the vendor should equal 10 percent of the additional revenue received as a result of updates made to the division's random moment sampling system.

Mandi Davis

Signature (Agency Fiscal Approval)

BOARD OF EXAMINERS /BUDGET DIVISION USE
ONLY

Approval for payment from

Fund B/A

Budget Analyst

Date

Clerk of the Board

Date

Note: Claims from the General Fund Stale Claims account over \$50,000 require BOE approval

CHILD AND FAMILY SERVICES
SFY18 STALE CLAIMS LEDGER

SFY18 STALE CLAIMS LEDGER																
VERIFIED WITH BUDGET ANALYST ON	WARRANT NUMBER	TOTAL AMOUNT OF CLAIM	SFY PAID IN	GENERAL FUND SHARE												TOTAL
				B/A 1383	B/A 3141	B/A 3142	B/A 3143	B/A 3145	B/A 3148	B/A 3179	B/A 3229	B/A 3259	B/A 3263	B/A 3281	B/A 3646	
REVERSION TO GENERAL FUND				267,332.00	332,041.00	239,676.00	175,208.00	761,337.00	221,688.00	850,895.00	1,208,747.00	934,372.00	206,509.00	238,471.00	658,691.00	6,094,967.00
MEMO DATE	VENDOR															
10/2/2018 The Children's Cabinet, Inc. 10/11/2018 Clark County Dept. of Family Services 12/31/2018 Interactive Voice Applications		696.32	19								(696.32)					(696.32)
		93,187.00	19			(93,187.00)					(245,445.00)					(93,187.00)
		245,445.00														(245,445.00)
TOTAL OF ALL CLAIMS PAID BY B/A											(246,141.32)					(339,328.32)
REMAINING BALANCE																
				267,332.00	332,041.00	146,489.00	175,208.00	761,337.00	221,688.00	850,895.00	962,605.68	934,372.00	206,509.00	238,471.00	658,691.00	5,755,638.68

PO Box 670991
Dallas, TX 75367

Date	Invoice #
8/15/2018	1454

Bill To
Nevada DCFS 4126 Technology Way, 3rd Floor Carson City, NV 89706

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Title IV-E rev max contingency fee reimbursement for QE 9/30/2017	106,608.00	106,608.00
	<p>updated amount due</p> <p>Less:</p> <p>balance from 3/31/17</p> <p>balance from 6/30/17</p> <p>total due</p> <p>Mandi Davis 12/31/18</p>		<p>21,929.00</p> <p>(32,224.00)</p> <p>(42,170.00)</p> <hr/> <p><u>\$ 7,535.00</u></p>
Thank you for your business.		Total	<u>\$106,608.00</u>

Interactive Voice Applications, Inc.

PO Box 670991
Dallas, TX 75367

Invoice

Date	Invoice #
8/15/2018	1455

Bill To
Nevada DCFS 4126 Technology Way, 3rd Floor Carson City, NV 89706

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Title IV-E rev max contingency fee reimbursement for QE 12/31/2017	106,608.00	106,608.00
Thank you for your business.		Total	\$106,608.00

Updated amount \$66,328.00
Danae Davis 12/31/18

Interactive Voice Applications, Inc.

PO Box 670991
Dallas, TX 75367

Invoice

Date	Invoice #
8/15/2018	1456

Bill To
Nevada DCFS 4126 Technology Way, 3rd Floor Carson City, NV 89706

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Title IV-E rev max contingency fee reimbursement for QE 03/31/2018	106,608.00	106,608.00
Thank you for your business.		Total	\$106,608.00

updated amount \$60,152.00
Mameli Davis 12/31/18

Interactive Voice Applications, Inc.

PO Box 670991
Dallas, TX 75367

Invoice

Date	Invoice #
8/15/2018	1457

Bill To

Nevada DCFS
4126 Technology Way, 3rd Floor
Carson City, NV 89706

P.O. No.**Terms****Project**

Quantity	Description	Rate	Amount
	Title IV-E rev max contingency fee reimbursement for QE 06/30/2018	106,608.00	106,608.00
Thank you for your business.		Total	\$106,608.00

Updated amount \$111,430.00
Mandi Davis 12/31/18

Title IV-E SmartRMS Revenue Generated vs. Baseline

	Baseline 9/30/2016	3/31/2017	6/30/2017	9/30/2017	12/31/2017	3/31/2018	6/30/2018	Total
Foster Care:								
Total IV-E Federal Share (Line 18)	1,055,076	1,285,542	1,371,690	1,848,595	1,798,948	1,597,246	1,825,649	
Less:								
Total Youth Parole	-	-	-	211,473	118,359	111,997	-	
Net Maintenance Assistance Payments (Line 4)	218,359	231,337	223,985	198,166	223,425	240,610	240,324	
SACWIS (Lines 11-14)	472,466	510,452	529,291	650,416	628,491	516,267	755,350	
Subtotal of Deductions	690,825	741,789	753,276	1,060,055	970,275	868,874	995,674	
Subtotal IV-E Foster Care Admin Claim	364,251	543,753	618,414	788,540	828,673	728,372	829,975	
Adoption:								
Total IV-E Federal Share (Line 28)	570,485	690,358	706,942	995,155	815,630	864,273	1,280,379	
Less:								
Adoption Assistance Payments (Line 21)	453,456	484,008	505,695	515,342	529,479	529,259	536,874	
Admin. Costs -- Non Recurring (Line 24)	2,375	1,875	2,750	912	625	1,000	1,375	
Subtotal of Deductions	455,831	485,883	508,445	516,254	530,104	530,259	538,249	
Subtotal IV-E Adoption Admin Claim	114,654	204,475	198,497	478,901	285,526	334,014	742,130	
TOTAL IV-E ADMIN CLAIM	478,905	748,228	816,911	1,267,441	1,114,199	1,062,386	1,572,105	
Difference from Baseline								
Title XIX - Medicaid Admin	269,323	338,006	338,006	788,536	635,294	583,481	1,093,200	
Total Additional Revenue	84,949	84,949	85,317	30,759	27,987	18,041	21,097	
	354,272	423,323	423,323	819,295	663,281	601,522	1,114,297	
IVA FEE (10%)	35,427	42,332	42,332	81,929	66,328	60,152	111,430	397,598
Less Previously Paid	(67,651)	(84,502)	(84,502)	-	-	-	-	(152,153)
Total Invoice	(32,224)	(42,170)	(42,170)	81,929	66,328	60,152	111,430	245,445

TOTAL CLAIMS LEDGER						GENERAL FUND SHARE								TOTAL		
VERIFIED WITH BUDGET ANALYST ON:	WARRANT NUMBER	SFY PAID IN	TOTAL AMOUNT OF CLAIM	B/A 1383	B/A 3141	B/A 3142	B/A 3143	B/A 3145	B/A 3148	B/A 3179	B/A 3229	B/A 3259	B/A 3263	B/A 3281	B/A 3546	
REVERSION TO GENERAL FUND				267,332.00	332,041.00	239,676.00	175,208.00	761,337.00	221,688.00	850,895.00	1,208,747.00	934,372.00	206,509.00	238,471.00	658,691.00	6,094,967.00
MEMO DATE	VENDOR															
10/2/2018 The Children's Cabinet, Inc		18	696.32								(696.32)					-
10/11/2018 Clark County Dept. of Family Services		19	93,187.00			(93,187.00)										(93,187.00)
12/31/2018 Interactive Voice Applications			245,445.00								(245,445.00)					(245,445.00)
TOTAL OF ALL CLAIMS PAID BY B/A																339,328.32
REMAINING BALANCE																5,755,638.68



**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
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: January 18, 2019

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Heather Field, Executive Branch Budget Officer
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 MOTOR VEHICLES

Agenda Item Write-up:

Pursuant to NAC 333.175, the Division requests approval to participate in an amended Kentucky Transportation Cabinet/Division of Motor Carriers contract with Explore Information Services, LLC to provide access to an existing and fully operational International Fuel Tax Agreement system. The contract that the Division currently participates in has been amended by the other parties. This amendment would increase the maximum amount from \$283,913.64 to \$667,464.52 through December 26, 2020.


Additional Information:

The department's current system has no provision for filing amended, corrected or audited returns and has no financial component resulting in IFTA non-compliance. The State of Kentucky holds a contract with Explore Information Services, LLC in which they maintain and host the IFTA Processing Consortium (IPC) system. The IPC system is a highly configurable, multi-tenant system, personalized for each participating jurisdiction. The purpose of the IPC system is to maintain compliance with the IFTA Articles of Agreement, Procedures Manual, Audit Manual and the IFTA Clearinghouse information exchange protocols and procedures. Kentucky has renewed the contract to include six jurisdictions that are members of the IPC, joined via a memorandum of agreement prior.

The amended amount represents the official implementation and maintenance costs with California included in the consortium.

Statutory Authority:

BOE approval required pursuant to NAC 333.175

REVIEWED: 
ACTION ITEM: _____

Date: _____

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **19931**Amendment Number: **2**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Legal Entity Name: **Commonwealth of Kentucky Finance and Administration Cabinet**Agency Code: **810**Contractor Name: **Commonwealth of Kentucky Finance and Administration Cabinet**Appropriation Unit: **4717-15**Address: **702 Capitol Avenue Room 096**Is budget authority available?: **Yes**City/State/Zip: **Frankfort, KY 40601**If "No" please explain: **Not Applicable**Contact/Phone: **Susan Noland 502-564-5951**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/08/2018**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/26/2020**Contract term: **2 years and 233 days**4. Type of contract: **Other (include description): Joinder Contract per NRS 332.195**Contract description: **IFTA Tax System**

5. Purpose of contract:

This is the second amendment to the original contract which provides Nevada with quick access to an existing and fully operational IFTA System. IFTA enables participating jurisdictions to act cooperatively and provide mutual assistance in the administration and collection of motor fuel tax. Kentucky (KY) holds a contract with Explore Information Services LLC which hosts the IFTA Processing Consortium (IPC) system. KY has renewed the contract with Explore exercising their first renewal option consisting of an additional 2 years. There are currently 6 jurisdictions that are members of the IPC each joined via a Memorandum of Agreement (MOA). This amendment increases the maximum amount from \$283,913.64 to \$667,464.52 to cover the additional 2 year renewal.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$283,913.64	\$283,913.64	\$283,913.64	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$383,550.88	\$383,550.88	\$383,550.88	Yes - Action
3. New maximum contract amount:	\$667,464.52			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 required all continental states participate by 1996 or lose funding. NRS 366.175 provides authority for the Department to be a Member Jurisdiction of IFTA; and Nevada has been a member since July 1991 with an implementation of January 1992.

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.

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?

NAC 333.175 which allows the State of Nevada to join or use contracts of other local or state governments located within or outside the State with the authorization of the contracting vendor.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmusselm	12/19/2018 15:33:15 PM
Division Approval	bmusselm	12/19/2018 15:33:22 PM
Department Approval	jgrimmer	12/19/2018 15:37:12 PM
Contract Manager Approval	hazevedo	12/19/2018 16:01:47 PM
Budget Analyst Approval	hfield	12/23/2018 12:59:34 PM
BOE Agenda Approval	hfield	12/23/2018 12:59:36 PM

Date: _____

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20. Contract Status:

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Budget Analyst Approval	hfield	12/23/2018 12:59:34 PM
BOE Agenda Approval	hfield	12/23/2018 12:59:36 PM

SECTION II. RATIFICATION

The following agency representatives, as evidenced by their respective signature, hereby ratify and agree, on behalf of their respective agencies and member jurisdictions, to be bound by the provisions of this IPCMOA, and of the Appendices attached hereto:

Signed this 19th day of December, 2018.



Name of agency head:

For the State/Province of Nevada

Acting Director

Title of agency head

The State / Province of Nevada agrees to be bound by this

Memorandum of Agreement-Amendment #2 effective from Board of Examiners' Approval

APPROVED BY BOARD OF EXAMINERS

Signature-Board of Examiners

On: _____

Date

(This area intentionally left blank.)

FY18/19/20/21
DEPT 810
CONTRACTED AMOUNT: \$283,913.64
AMENDMENT #1-EXTEND EXPIRATION DATE
STATE PURCHASING DOCUMENT # 19931
JOINDER CONTRACT PER NRS 332.195

G/L 7060

Start 5/8/2018
Expires 12/26/2020
Vendor# T27041531
IFTA TAX SYSTEM
Monitor/Administrator Dawn Lietz
APPR UNIT 471715

COMMON WEALTH OF KENTUCKY FINANCE & ADMINISTRATION CABINET

BALANCE \$26,131.56

	Voucher #	Line #	Invoice #	Invoice Date	Invoice Amount	Appr Unit	
FY18	1666513		2018 NV CR 7001	6/30/2018	-\$125,000.00	471515	
FY19	PV651MC000012202		2018 NV CR 7008	9/6/2018	-\$100,000.00	472158	DPS-GRANT
	1694534		2018 NV 7010	10/15/2018	-\$10,927.36	471715	
	1696005		2018 NV 7011	11/15/2018	-\$10,927.36	471715	
	1701491		2018 NV 7012	12/15/2018	-\$10,927.36	471715	

EXHIBIT B

Amendment #1-Joinder Documentation

LIST OF ATTACHMENTS

Attachment F:

- Commonwealth of Kentucky-IFTA Processing Consortium Memorandum of Agreement (MOA) (Final 10/1/2018)

Attachment G: Kentucky IFTA Processing Consortium Renewal Documents-Explore Information Services, LLC

- A: Agency Master Agreement Renewal-Commonwealth of Kentucky-Explore Information Services
- B: Vendor Master Agreement Renewal
- C: Master Agreement Modification for Contract extension

**FINAL
10/1/2018**

COMMONWEALTH OF KENTUCKY

IFTA Processing Consortium

Memorandum of Agreement

Kentucky Transportation Cabinet/Division of Motor Carriers

The purpose of the IFTA Processing Consortium (IPC) MEMORANDUM OF AGREEMENT is to facilitate the administration of the IFTA as mandated by the provisions of the Intermodal Surface Transportation Efficiency Act of 1991, and to provide the basis for the processing of participant jurisdiction (base jurisdiction) fuel tax returns subject to the IFTA at the service level defined herein for each respective participant jurisdiction.

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ARTICLE I

AUTHORITY AND PURPOSE

This INTERNATIONAL FUEL TAX AGREEMENT PROCESSING CONSORTIUM MEMORANDUM OF AGREEMENT (hereafter, "IPCMOA,") is entered into by and among the following member jurisdictions to the International Fuel Tax Agreement (hereafter, "IFTA"), as evidenced by the signatures of their duly authorized representatives, pursuant to the authority of the respective IFTA implementing statute or pursuant to such other authority of the respective statutes of such jurisdiction, with respect to the processing of fuel use tax returns subject to IFTA. The purpose of the IPC is to facilitate the administration of the IFTA as mandated by the provisions of the Intermodal Surface Transportation Efficiency Act of 1991, and to provide the basis for the processing of participant jurisdiction (base state) fuel tax returns subject to the IFTA at the service level defined herein for each respective participant jurisdiction.

ARTICLE II

DEFINITIONS

For purposes of the IPCMOA, the following definitions apply:

1. **Participant Jurisdiction**, shall mean any state, province or other jurisdiction that has validly executed this IPCMOA, for so long as the IPCMOA remains in effect, and has selected any combination of program functionality reflected in Article V which must include function 4.1 A (i.e., return computation and liability determination and exception processing on Selected Vendor's platform) or function 4.2 (i.e., return computation, liability determination and exception processing software to be operated in-house by the participant jurisdiction).
2. **Member Jurisdiction**, shall mean any state, province or other jurisdiction participating in IFTA, but not a signatory to this IPCMOA.
3. **Agency**, shall mean the agency(ies), body(ies), office(s), department(s), cabinet(s), board(s), division(s) or commission(s) of a jurisdiction which is (are) charged under the laws of that jurisdiction with the responsibility for IFTA tax administration, including the processing of fuel use tax returns under IFTA.
4. **Agency Representative**, shall mean the head of the agency(ies), or employees, agents or authorized representatives designated in writing by the head of the agency(ies) as the person or persons who are authorized to represent that agency(ies) regarding IFTA tax administration, but only so long as the duties and employment of such agency(ies) head or designated employee, agent or authorized representative requires access to tax returns and return information for purposes of IFTA tax administration.

5. **ISTEA**, shall mean the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240).
6. **Primary Clearing House**, shall mean the party who shall serve as the administrative depository for receipt and retention of the clearinghouse information from all participant jurisdictions. Such information shall include, but shall not be limited to:
- A. statutory provisions applicable to the exchange of state or province tax returns or tax return information, and any amendments thereto;
 - B. statutory provisions concerning confidentiality of the information exchanged, the penalties for unlawful disclosure thereof, policies for destruction of such information, and any amendments thereto;
 - C. written designation(s) of the personnel authorized to request and receive tax information on behalf of the signatory agencies under the terms of the IPCMOA, and any amendments thereto; and,
 - D. current statutory provisions relating to the exchange of state or province tax returns or tax return information with state or provincial agencies other than those charged with the administration and collection of state or provincial taxes.

The primary clearinghouse shall be the Kentucky Division of Motor Carriers (KYDMC).

7. **Corporation**, shall include associations, joint-stock companies, insurance companies, financial institutions and public corporations created by federal, state or provincial, or local law.
8. **Disclosure**, shall mean the making known to any person, in any manner whatsoever, a state or provincial tax return or tax return information.
9. **Fiduciary**, shall mean a guardian, trustee, executor, administrator, receiver, conservator or any person acting in any fiduciary capacity for any person.
10. **Partnership**, shall include a syndicate, group, pool, joint venture, limited liability company or other unincorporated organization, through or by means of which any business, financial operations, or venture is carried on and which is not within the meaning of this section, a trust or estate or a corporation. The term "partner" shall mean a member in such a syndicate, group, pool, joint venture, Limited Liability Company or other unincorporated organization.
11. **Person**, shall mean any individual, a trust, estate, partnership, association, company or corporation; and includes any fiduciary acting on behalf of any such individual, trust, estate, partnership, association, company or corporation.
12. **Province**, shall mean any of the provinces or territories of Canada.

- 13. Secondary Clearinghouse(s)**, shall mean the party(ies) appointed to serve as the administrative depository for the compilation and dissemination of certain clearinghouse information for supplemental IPCMOA(s) executed by two or more signatory agencies pursuant to Article VII of the IPCMOA. The signatory agencies to the supplemental IPCMOA(s) shall prescribe the authority and responsibilities of the secondary clearinghouse(s) within the IPCMOA(s).
- 14. Signatory Agency** shall mean any agency, instrumentality, body, office, department, board, division or commission of a state or province that has executed the IPCMOA, for so long as the IPCMOA remains in effect with that agency.
- 15. State**, shall mean any of the states of the United States of America.
- 16. State or Provincial Audit Agency**, shall mean any agency, body, office, department, board, division or commission of a state or province which is charged under the laws of that state or province with the responsibility of auditing state or province revenues and programs.
- 17. State or Province Tax Return**, shall mean any tax information return or report, declaration of estimated tax, claim or petition for refund or credit, or petition for reassessment or protest that is required by, or provided for, or permitted, under the provisions of the tax laws of the state or province of a signatory agency, which is filed with the agency by, on behalf of, or with respect to any person, and any amendment, or supplement thereto, including supporting schedules, attachments, or lists which are supplemental to, or part of, the return so filed.
- 18. State or Province Tax Return Information**, (hereinafter referred to as "information" or "return information") includes, but is not limited to:
- A. A taxpayer's identity, the nature, source or amount of his income, gains, losses, formulary apportionment factors, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, deficiencies, assessments, over assessments, or tax payments, whether the taxpayer's return was, is being, or will be, examined or subject to other investigation for processing; whether the taxpayer is authorized to use a direct pay permit and any information related thereto; names of customers and any other relevant information related to specific transactions or any other data, received, recorded by, prepared by, furnished to or collected by the agency with respect to an IFTA tax return or with respect to the determination of the existence, or possible existence of liability (or the amount thereof), or by any person under the laws of the state or province of a signatory agency for administration, collection or enforcement of the tax laws of the state or province of a Signatory agency including tax, additions to tax, penalty, interest, fine, or other imposition, of offense; and,
 - B. Any part of any written determination or any supporting document relating to such written determination. "Return information" does not include, however, data in a

form which cannot be associated with, or otherwise identify, directly or indirectly, a particular taxpayer.

19. **Taxpayer**, shall include, but is not limited to, any individual, corporation, partnership, fiduciary or other entity subject to tax, believed to be subject to tax, or required to file a tax return or information document under the tax laws of the state or province of the signatory agencies whether or not such return or document was actually filed.

20. **Tax Administration**, The term "tax administration" includes but is not limited to:

- A. The administration, management, conduct, direction and supervision of the execution and application of the tax laws or related statutes of the state or province of a Signatory agency and the development and formulation of state or provincial tax policy relating to existing or proposed state or provincial tax laws and related statutes of the state or province of the Signatory agencies, and
- B. Includes audit assessment, collection, enforcement, litigation, publication and statistical gathering functions under the tax laws and related statutes of the state or province of a signatory agency.

21. **Taxpayer Identity**, The term "taxpayer identity" means the name of a person with respect to whom a tax return is filed, his/her mailing address, taxpayer identifying number, or a combination thereof.

22. **Taxpayer Return Information**, The term "taxpayer return information" means return information as defined in Paragraph 18, above, which is filed with, or furnished to, the agency by or on behalf of the taxpayer to whom such tax return information relates.

23. **IFTA Processing Consortium**, The term "IFTA Processing Consortium" or "IPC" means the following: A consortium of IFTA member jurisdictions assembled to share an IFTA returns processing solution hosted by a Selected Vendor. The IPC shall conduct its business through a Policy and Management Advisory Committee as defined herein and shall cooperatively participate in accordance with this Memorandum of Agreement. The management of the IPC shall be chaired by a representative of the Kentucky Division of Motor Carriers. KYDMC shall be responsible for front line technical assistance to the IPC members, billing services for IPC usage of the Hosted Vendor Solution, oversight of the Policy and Management Advisory Committee, coordination of technical and functional assistance between the IPC members and the Selected Vendor, compliance with and maintenance of contract language between the vendor and by KYDMC on behalf of the IPC, and for contact with the Selected Vendor unless otherwise agreed to by KYDMC, the Selected Vendor, and the IPC member jurisdiction.

24. **Hosted Vendor Solution**, The term "Hosted Vendor Solution" means the following: A hosted solution for the administration of the International Fuel Tax Agreement. Functions and services supported by the solution are enumerated in the RFP and contract between the Selected Vendor and the KYDMC.

25. **Selected Vendor**. The term "Selected Vendor" means the following: The vendor chosen by and contracted with the KYDMC for the purpose of providing returns processing and other services

related to the administration of the International Fuel Tax Agreement in the jurisdictions that are members of the IFTA Processing Consortium (IPC).

- 26. Policy and Management Advisory Committee,** The participant jurisdictions Policy and Management Advisory Committee (hereinafter, "Policy and Management Advisory Committee" or "PMAC") shall be comprised of a person designated by the agency head from each participant jurisdiction. In the event the agency head does not select a person, the IFTA Commissioner will assume the role of PMAC member or appoint a designee. The committee shall be chaired by the KYDMC representative. The function of the Policy and Management Advisory Committee shall be to provide input and advice to KYDMC with regard to IPC policy development and participant jurisdiction needs.
- 27. Verifiable Electronic Means,** shall mean communication and information access through the IPC online system with a logon ID.
- 28. User Group,** shall mean a subgroup of representatives from each participant jurisdiction performing a related function. Each participant jurisdiction shall designate their representative(s) to the group.

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ARTICLE III

PARTICIPANT JURISDICTIONS POLICY AND MANAGEMENT ADVISORY COMMITTEE

SECTION I. GENERAL

. The original IPC program and any subsequent changes to the program must conform to IFTA and ISTEAA. Each participant jurisdiction shall be responsible for compliance to IFTA rules and regulations. Selected Vendor will make the system available to facilitate the participant jurisdiction's internal audit(s) and IFTA Program Compliance Review(s).

SECTION II. POLICY AND MANAGEMENT ADVISORY COMMITTEE DEFINED

The participant jurisdictions Policy and Management Advisory Committee (hereinafter, "PMAC") shall be comprised of the duly authorized person from each participant jurisdiction and shall be chaired by the KYDMC representative. Each participant jurisdiction shall have one vote on the Policy and Management Advisory Committee. The PMAC member may designate a representative to vote for that jurisdiction if he or she is unavailable to vote at any meeting. There will be at least one annual meetings of the PMAC. Any participant jurisdiction may request an additional meeting of the PMAC, but it shall require a simple majority vote of the PMAC to approve the scheduling of an additional meeting. The PMAC may schedule periodic user group meetings.

SECTION III. PMAC FUNCTIONS

The function of the Policy and Management Advisory Committee shall be to provide input and advice to KYDMC with regard to IPC policy development and participant jurisdiction needs. KYDMC shall serve as the sole conduit through which the Policy and Management Advisory Committee and the respective participant jurisdictions shall interact with the Selected Vendor for all program operations, systems changes and problem resolution related communications with KYDMC. Any jurisdiction or the Policy and Management Advisory Committee may request a program change by initiating the change control procedure outlined in **Appendix 1**.

SECTION IV. PMAC PRINCIPLES

The following principles shall be adhered to by the Policy and Management Advisory Committee:

1. Any changes to the original IPC program must conform to the provisions of IFTA and ISTEAA;
2. KYDMC shall solely contract with the Selected Vendor and shall oversee all development activities during the initial program development phase and for any subsequent development activities. During the program operations phase, each respective participant jurisdiction shall operate under this MOA for services with the Selected Vendor;
3. Although the Policy and Management Advisory Committee shall advise KYDMC with respect to issues of IFTA program administration, KYDMC shall serve as the sole conduit through which that committee and the participant jurisdictions will interact with the Selected Vendor for all program operations, systems changes and problem resolution related communications with the KYDMC Selected Vendor; and,
4. The costs for any services not directly related to the Hosted Vendor Solution for the Administration of IFTA and as enumerated in the contract between KYDMC and the Selected Vendor shall be borne solely by the respective jurisdiction(s) in Appendix 7.
5. Any member jurisdiction will be accepted as a participant jurisdiction if they execute and agree to the terms of the IPCMOA.
6. Prior to renewing a contract with a Selected Vendor, entering into a new contract with a Selected Vendor, or approving a price increase requested by a Selected Vendor, KYDMC shall call a meeting of the Policy and Management Advisory Committee. A vote shall be held regarding the modification of services being provided by a Selected Vendor or any proposed increases in costs.

Appendix 2 details the decision making structure and respective roles of KYDMC and the Policy and Management Advisory Committee.

ARTICLE IV

KYDMC AND SELECTED VENDOR SERVICE PROVISIONS

KYDMC shall manage the daily operations of the IFTA Processing Consortium (IPC). Services provided by the Selected Vendor shall be in accordance with the contract between KYDMC and the Selected Vendor.

The Selected Vendor shall bill KYDMC for all services related to the Hosted Vendor Solution as utilized by the IPC jurisdictions. KYDMC will in turn bill the respective IPC participant jurisdiction for its share of the service costs in accordance with Article VI herein.

1. The following services will be provided by Selected Vendor, if selected by the participant jurisdiction(s):

- A. Profile Maintenance.** Maintaining an updated data base for the participant jurisdictions. Including mailing address, tax preparer, credits and delinquent returns.
- B. Printing and Mailing.** Printing and mailing of customized taxpayer returns (including a preprinted header and credit) to taxpayers or preparers.
- C. Return Computation and Liability Determination.** Return computation and liability determination, and detailed distribution data for monthly settlement to be operated by Selected Vendor on behalf of the participant jurisdiction(s).
- D. Return Computation and Liability Determination Software.** Return computation and liability determination, and detailed distribution data for monthly settlement software to be provided by Selected Vendor for the participant jurisdiction(s) to operate in-house.
- E. Monthly Settlement/ Funds Transfer.** Data receipt, data capture, and transmission of monthly account settlement data among the participant jurisdictions. In addition, initiate funds transfer (i.e., disbursement) upon the completion of the monthly settlement process. (i.e., ACH Credit, Fedwire, bank check or internal bank transfer, among the participant jurisdictions and member jurisdictions to affect financial settlement)

Appendix 4 details the performance standards related to the Selected Vendor functions and participant jurisdiction's responsibilities.

ARTICLE V

PARTICIPANT JURISDICTION SERVICE REQUIREMENTS

Participant jurisdictions will select, from the services listed below, their respective required program functionality. Each participant jurisdiction will contract individually with the KYDMC Selected Vendor services (i.e., funds transfer services). Each participant jurisdiction must identify to KYDMC services it will require by completing and filing a copy of **Appendix 3** with KYDMC in the manner provided therein.

Program functionality consists of the following:

- 1. Maintain an updated taxpayer profile data base for the participant jurisdictions.**
Including mailing address, tax preparer, credits and delinquent returns.
- 1.1 Customized printing and mailing of participant jurisdiction tax returns and delinquency notifications by Selected Vendor.** Printing & mailing service must be used in conjunction with service (1) above.
- 2. Tax return deposit and data capture by the Hosted Vendor Solution.** Functions may include all or a subset (based on a participant jurisdiction's requirements) of the following:

- Receipt;
 - Taxpayer Identification;
 - Data Preparation;
 - Deposit;
 - Data Capture; and
 - Data Delivery
3. Fee transmittal deposit and data capture by the Hosted Vendor Solution. Functions may include all or a subset (based on a participant jurisdiction's requirements) of the following:
- Receipt;
 - Jurisdiction Identification;
 - Data Preparation;
 - Deposit;
 - Data Capture; and
 - Data Delivery
4. Fee transmittal processing and dissemination through Selected Vendor. Functions include:
- Summary of Data
 - Posting of Participant Jurisdiction Required Data Fields; and
 - Identification of Exceptions;
- 4.1 A Return computation, liability determination and exception processing on the Hosted Vendor Solution's platform.
- 4.1 B Detailed return data posted to the Hosted Vendor Solution for monthly settlement.
- 4.2 Return and fee transmittal report computation, liability determination, and exception processing software to be operated in-house by the participant jurisdiction. Selected Vendor's will provide:
- Original Software
 - Updates and Enhancements;
 - System Documentation;
 - Technical Assistance;
 - Training;
 - Installation Documentation; and
 - Impact Analysis at Least 30 Days Prior to Installation
5. Monthly settlement and funds transfer by Selected Vendor with software provided by the selected funds transfer contractor or owned by Selected Vendor. Functions include:
- Offsetting Liabilities Between Participant Jurisdictions;
 - Funding Requirement Determination; and
 - Initiate Fund Transfers on behalf of the Participant Jurisdictions to settle their liabilities to all Participant Jurisdictions and Member Jurisdictions

6. Audit interface accepts audit information from an external system and processes it through the Hosted Vendor Solution.

Appendix 4 details the performance standards related to participant jurisdictions in the IPC.

Appendix 5 outlines the performance standards of the Help Desk. The Help Desk is available to all participant jurisdictions using any of the services enumerated above.

SUBJECT TO CHANGE DUE TO SELECTED VENDOR

ARTICLE VI

CHARGE-BACK PROCESS

SECTION I. GENERAL CHARGE-BACK STRUCTURE

Appendix 7 details the Cost Structure for each participant jurisdiction and this Memorandum of Agreement is signed on the basis of the costs presented in this document. The Cost Structure assumes commitment will be secured from the seven (7) jurisdictions. If any jurisdiction does not commit, or is unable to meet its payment schedule or its payment obligations, and the costs in Appendix 7 increase as a result, the remaining participant jurisdictions will be notified and a new Cost Structure must be affirmed.

The IPC charge-back structure will be as follows:

1. **Calendar Monthly Basis.** The general charge-back accounting will be on a calendar monthly basis.
2. **Charge-Back Payment.** Participant jurisdictions will be billed by KYDMC on a calendar-month basis. Itemized statements will be mailed within 20 days of the end of the calendar-month. Payment in U.S. funds shall be mailed or via electronic (guaranteed funds process) within 25 working days from the date of each such statement.
 - A. If payment is not received by KYDMC within 15 days of the mailing due date, KYDMC will mail a "Notice of Late Payment". If payment is not received within 180 days of the notice, KYDMC may cease providing service to the delinquent jurisdiction.

- B. If statutory considerations prevent the standard billing arrangements for any participant jurisdiction, KYDMC may make alternative provisions. The additional administrative costs would be borne by the participant jurisdiction and included in their charge-back bill.
3. **Charge-Back Records Availability.** The charge-back billing will be subject to established KYDMC internal control procedures. The respective charge-back accounting records and supporting documentation for each respective participant jurisdiction will be made available by KYDMC for inspection by the respective jurisdiction, upon 30 day notice to KYDMC.
4. **Itemized Charge-Back Statements.** Itemized statements will contain three sections setting forth:
- A. **Apportioned Charges,** as agreed to by the PMAC, based on the number of accounts in the member IPC jurisdiction divided by the total number of accounts administered in all IPC member jurisdictions. Costs allocated based on the resultant percentage.
 - B. **Equal Charges,** as agreed to by the PMAC, based on each participant jurisdiction receiving the same benefit from the use of a hosted vendor function.
 - C. **Administrative Charges,** as agreed to by the PMAC, the costs incurred by the IPC administrator (KYDMC) allocated to the IPC member jurisdiction.
5. **Fees Not Included in Charge-Backs.** Bank services fees from the participant jurisdiction Selected Vendor(s) for lockbox services will not be included in the charge-back accounting, as such fees will be billed directly by the Selected Vendor(s) to the participant jurisdiction. Similarly, all communications line connection and usage charges incurred during actual usage of the IPC System will be billed to and paid directly to the Selected Vendor(s) by the respective participant jurisdiction.

SECTION II. IFTA CHARGE-BACKS

- I. **Determination of whether IFTA Charge Backs are to be Appropriated or Equal Charges** shall be established by the Policy and Management Advisory Committee.
- A. **Implementation and Development (Year 1)**
 - B. **Data Conversion (Year 1)**
 - C. **Hosting and Maintaining Solution (Year 1)**
 - D. **Software Maintenance (Year 1)**
 - E. **Initial Licensing of Software (Year 1)**

- F. Hosting and Maintaining Solution (Succeeding Years, e.g. years 2 through 5)
- G. Software Maintenance (Succeeding Years, e.g. years 2 through 5)
- H. Administrative Costs (Lead Jurisdiction Assistance/IPC Accounting and Billing)
- I. Administrative Costs (PMAC Travel)
- J. Costs related to any modification and/or enhancement to the Hosted Vendor Solution not covered by the prevailing contract between KYDMC and the Selected Vendor and as approved by the Policy and Management Advisory Committee.

Appendix 6 details the methodology of the charge-back.

SECTION III. CHARGE-BACK CALCULATIONS

1. **Charge-Back Projections.** In December of each year, KYDMC will provide each participant jurisdiction with a projected charge-back amount for the upcoming calendar year.

For participant jurisdictions utilizing function 4.1A or 4.2 from Article V, either alone or in combination with any other function listed in Article V, the projected charge-back amount will be calculated as follows:

- A. a projection of the charges for the upcoming calendar year (except where prohibited by statute) based on the actual costs for the IPC system over the prior twelve months, except during the initial year when the estimated usage charge will be based on anticipated first year system utilization;
 - B. Any planned changes, enhancements or expansions will be estimated and charged back to all participant jurisdictions through the PMAC process.
2. **Actual Charge-Back Amounts.** Starting in January of each year, Selected Vendor will implement charge-backs based upon the projected total IPC system usage charge utilizing the applicable charge-back methodology cited in Subsection 1; and will commence applying the direct fee charge rates, if applicable, to the actual volume of optional services selected and used (in that and subsequent month(s)) by the respective participant jurisdictions.
 3. **Management Reports.** IPC system management reports will be made available by Selected Vendor to participant jurisdictions on a monthly, quarterly and annual basis. The management report is intended as a tool to aid participant jurisdictions in their IFTA budgeting and fiscal planning.

SECTION IV. CHARGES TO BE BORNE DIRECTLY BY PARTICIPANT JURISDICTIONS AND DIRECTLY BILLABLE TO THEM BY THEIR SELECTED VENDOR(s)

The following costs or fees are to be billed directly by the respective contractor(s) to the respective participant jurisdiction(s) and each such participant jurisdiction shall be solely responsible for such costs or fees:

1. Any terminal/PC user workstations necessary to connect to the IPC System along with all associated maintenance/replacement requirements costs and any associated installation, and operations costs.
2. The cost of any communications devices necessary to connect the IFTA user workstation/LAN/host to the IPC System, along with all associated maintenance/replacement requirements costs, and any associated installation and operating costs.
3. Any acquisition, usage and support costs for all commercial software products necessary for the respective participant jurisdictions to operate their internal systems environment (i.e., workstation/LAN/host) and effectively connect such user environment (i.e., communications devices) to the IPC System; including any associated installation and currency costs. Any software developed by the participant jurisdiction to support or communicate with the IPC will remain the property of the participant jurisdiction.

ARTICLE VII

EXCHANGE OF IFTA INFORMATION

SECTION I. UNIFORM EXCHANGE OF IFTA INFORMATION

The purpose of this article is to enhance and facilitate tax administration in all its aspects to the extent each participant jurisdiction to the IPCMOA is empowered to administer its tax laws by exchanging tax information with other participant jurisdictions. Participation in Article VII is optional. Participant jurisdictions will select the appropriate box in **Appendix 3** indicating their intention. Participant jurisdictions intend that the information exchanged may be specifically requested, voluntarily transmitted, or on-line access granted (Article V, 4.1 A users only) under an established exchange procedure, in instances where the transferring/authorizing jurisdiction believes that such information will be useful in facilitating tax administration. Authorization of on-line access (4.1 A users only) of IFTA information is encouraged. On-line access will be logon specific.

It is the understanding and intent of the participant jurisdictions that all information, in any form whatsoever, exchanged pursuant to the IPCMOA shall be employed solely for the purposes of tax administration.

SECTION II. INFORMATION SUBJECT TO EXCHANGE

- 1. Information Subject to Exchange.** Except as set forth in Subsection 2 of this Section, this Article shall apply to the exchange of any information in the possession of one participant jurisdiction which could reasonably be considered useful to other participant jurisdictions for the facilitation of tax administration. Such information includes, but is not limited to, lists of taxpayers or potential taxpayers including identifying data; tax or information returns or documents including supporting schedules, attachments, and lists; nexus information and questionnaires; research and revenue estimating materials; audit reports and other information regarding audit; collection and enforcement activities; appeals and criminal tax matters with respect to any taxpayer or group of taxpayers.
- 2. Information not Subject to Exchange.** Notwithstanding Article I, the following information shall not be subject to exchange:
 - A.** Information received from the U.S. Internal Revenue Service pursuant to Section 6103(d) of the Internal Revenue Code, or any other U.S. federal agency, unless the exchange is authorized in advance by the U.S. Internal Revenue Service or such other U.S. federal agency;
 - B.** Information received from Revenue Canada pursuant to Section 241 of Canada's Income Tax Act, or any other agency or Department of the Government of Canada or a provincial government, unless the exchange is authorized in advance by the government, agency or department from which the information originates;
 - C.** Any information the disclosure of which would be in violation of or detrimental to the administration of the laws of the state or province of the participant jurisdiction;
 - D.** Information the disclosure of which is not in accord with the IPCMOA in the judgment of the participant jurisdiction from which the information is sought.

SECTION III. CONFIDENTIALITY

- 1.** Each participant jurisdiction shall inform the others of the current statutory provisions of its state or province concerning confidentiality of the information exchanged, the penalties for unlawful disclosure thereof, and any amendments thereto, by providing this information to the primary clearinghouse.
- 2.** The primary clearinghouse shall distribute the applicable statutory provisions of the state or province of each Signatory agency as they apply to the exchange of information pursuant to the IPCMOA including destruction policy. Each participant jurisdiction shall, at least annually, update the information by providing notification of any amendments to the primary clearinghouse at least 30 days prior to the effective date of such amendments when possible. The primary clearinghouse shall then notify the agency head, or his or her designee, of each Signatory agency of such amendments in a timely manner.

3. Each Signatory agency agrees to protect the confidentiality of any information obtained pursuant to the IPCMOA in accordance with the laws of its state or province; provided, however, notwithstanding the above, no participant jurisdiction to this IPCMOA shall disclose any information obtained pursuant to the IPCMOA to any other state or province without the explicit consent of the participant jurisdiction furnishing the information. In addition, no participant jurisdiction shall disclose any information obtained pursuant to the IPCMOA to any other agency, department or unit within the receiving state or province, or to any local government unit, except as otherwise provided in Section III, Subsection 4. Further, no information obtained pursuant to the IPCMOA shall be disclosed to officers, employees, or other members of a state or provincial legislature, except as required by the laws of the state or province of the receiving agency for purposes of an audit of the state or provincial tax agency or for the purposes of the audit of a refund of tax.
4. Nothing herein shall be construed so as to prohibit disclosure of any information obtained by virtue of the IPCMOA to the following:
 - A. Other employees, agents or authorized representatives of the receiving party who are charged with tax administration;
 - B. A legal representative of the receiving party for use in administrative, civil or criminal proceedings concerning tax administration purposes;
 - C. Other state or provincial employees, agents or authorized representatives to whom such disclosure is necessary in connection with the processing, storage, and transmission of such information;
 - D. Other state or provincial employees, agents or authorized representatives, charged by that state's or province's laws with the responsibility of auditing the activity of the signatory agencies; or,
 - E. To a duly designated officer of a state or provincial audit agency in conjunction with an audit of the state or province IFTA tax agency or for the purposes of the audit of a refund of IFTA tax.
5. Signatory agencies should require that independent contractors, consultants, agents or authorized representatives comply with all applicable confidentiality provisions prohibiting disclosure of any information obtained by virtue of the IPCMOA and should hold said parties subject to applicable penalties and/or prosecution for such unlawful disclosure under the civil and criminal laws of the state or province of the receiving agency.

SECTION IV. PROCEDURES FOR EXCHANGE OF INFORMATION

1. Types of Exchange.

- A. This provision of the IPCMOA constitutes a request by each Signatory agency for information obtained by any other participant jurisdiction or participant jurisdictions relative to the probable taxability of any taxpayer in the state or province of the Signatory agency, when practical.**
- B. Information may be exchanged upon request, voluntarily transmitted, or on-line access (4.1A users only) granted where the providing participant jurisdiction believes that such information will be useful to the other participant jurisdiction for tax administration purposes. The providing participant jurisdiction may forward to the other participant jurisdiction sufficient details required to make a request for the information as provided in Section IV, Subsection 3 of the IPCMOA.**
- C. The exchange may be on a one-time basis (e.g., request for one-quarters returns, etc.) or it may be established on an ongoing basis. Two or more agencies may establish written procedures regarding the method and frequency of the exchange based on their individual requirements.**
- D. The exchange may also be through on-line access (4.1A users only) into the IFTA return processing system where the providing participant jurisdiction believes that such information will be useful to the requesting participant jurisdiction(s) for tax administration purposes. On-line access may be on a one-time basis (i.e., renewed annually) or it may be established on an ongoing basis. All requests must be authorized by the base participant jurisdiction and communicated to the primary clearinghouse for initiation of user access, which will be log-on specific, for the requesting participant jurisdiction. Authorization of on-line capability of IFTA information is encouraged.**

2. Requirements of Persons Designated to Request and Receive Information.

- A. Each Signatory agency shall designate to the others, in writing or by verifiable electronic means, the personnel authorized to request and receive tax information on its behalf under the terms of the IPCMOA by providing, in writing, such information to the primary clearinghouse. Each party agrees to at least annually supply a list of authorized personnel to the primary clearinghouse. The primary clearinghouse shall provide all such information to each Signatory agency. The primary clearinghouse shall not be designated to receive any confidential information, but shall function as provided in Article II, paragraph 6.**
- B. If there is any change affecting any designated individual's right of access to tax information or status as a participant jurisdiction's representative, the participant jurisdiction shall immediately advise the primary clearinghouse of such a change, in writing or verifiable electronic means, specifying that such individual is no longer**

authorized to request and receive tax information. The primary clearinghouse shall immediately provide such information to each Signatory agency.

3. Requests for Information Between Participant Jurisdictions.

- A.** Information may be requested at any time by any Signatory agency. Informal (e.g., telephone) inquiries regarding the availability of information for exchange are encouraged. Such inquiries will be verified, through a phone call, to a designee of the requesting participant jurisdiction's IFTA Commissioner.
- B.** Formal requests for information shall be in writing or by verifiable electronic means from the requesting Signatory agency to the providing Signatory agency and must indicate the tax administration reason for the exchange if the reason is not apparent from the context of the request.
- C.** Informal requests and voluntary exchanges shall be conducted under an established exchange procedure, as outlined in section IV.
- D.** Each formal request shall also specify, to the extent such information is known and available, the following:
 - i.** The name and address of each taxpayer for whom information is requested;
 - ii.** The taxable period or periods for which information is desired and required;
 - iii.** The taxpayer's employer identification number, social security number, or jurisdiction assigned account number; and,
 - iv.** Any other information which may help to facilitate the exchange.
- E.** If the providing Signatory agency approves of the information request and it requires on-line access to be granted, the providing Signatory agency shall provide written or verifiable electronic approval to the primary clearinghouse to update its listing of personnel authorized to have on-line access.

SECTION V. RETURN OR DESTRUCTION OF EXCHANGED INFORMATION

Information provided to the requesting participant jurisdiction remains the property of the furnishing jurisdiction. The recipient participant jurisdiction agrees to return all returns and/or information (along with all copies made thereof) to the furnishing participant jurisdiction, or to destroy the returns and/or information in conformity with the recipient's controlled destruction policy(ies) at the discretion of the furnishing jurisdiction.

It shall not be necessary for the recipient participant jurisdiction to return or destroy the information it disclosed in the course of judicial or administrative proceedings, to the extent that such information has become part of the record thereof.

SECTION VI. SUPPLEMENTAL IPCMOA

The IPCMOA may be supplemented by addenda between two or more Signatory agencies prescribing the nature, quality and operations for the continuous exchange of tax information. A secondary clearinghouse(s) may be appointed to administer the compilation and dissemination of certain information under the supplemental IPCMOA(s). The supplemental IPCMOA(s) shall prescribe the authority and responsibilities of the secondary clearinghouse(s). All provisions contained in the addenda must be consistent with the terms and conditions in the IPCMOA. If the addenda are intended to control in the event of a conflict, this shall be specifically stated in the addenda. In the absence of such language, the Article VII Exchange of IFTA Information shall control in the event of a conflict. Such Addenda will be considered to be part of the IPCMOA and will be binding on only the parties thereto, their agents and employees, and their successors in office to the same extent as the IPCMOA, unless limited by the addenda, or rescinded or amended or a Signatory agency withdraws from the IPCMOA, as provided in Article IX.

SECTION VII. COSTS

1. The Signatory agencies agree not to charge one another for the costs of routine reproduction of returns and return information mutually exchanged. The providing participant jurisdiction may charge a reasonable fee for furnishing tax returns and return information in magnetic tape format or under other non-routine circumstances. Such costs shall be agreed upon before they are incurred. Information requests shall not be denied on account of the cost alone, unless the requesting participant jurisdiction declines to pay the direct costs of the providing participant

jurisdiction and the request involves excessive time and resources in the opinion of the providing participant jurisdiction.

2. The participant jurisdictions also agree to cooperate to the extent practicable in allowing personnel of the requesting participant jurisdiction to inspect and copy information if they determine that the time demands of the information request exceed what they can reasonably supply.

SECTION VIII. TERMINATION OF EXCHANGE AGREEMENTS

UNDER THIS ARTICLE

1. Written notice of intent to terminate participation in Article VII of the IPCMOA shall be served by the terminating participant jurisdiction on the Policy and Management Advisory Committee and primary clearinghouse at least 30 days prior to the date of termination, when possible. The primary clearinghouse shall then notify the head of the agency, or his or her designee, of all other Signatory agencies.
2. Any unauthorized use or disclosure of state or provincial tax returns or return information furnished pursuant to the IPCMOA or inadequate procedures for safeguarding the confidentiality of such returns and return information by an agency constitutes grounds for immediate termination of Article VII of the IPCMOA, as to any, some or all Signatory agencies, and the exchange of information hereunder.
3. Any unauthorized disclosure or use of information of a participant jurisdiction shall be reported to that jurisdiction or its Signatory agency including therein the identification of the jurisdiction from which originated the unauthorized disclosure or use, the names of the people involved, the facts surrounding the disclosure or use and the measures to remedy the situation.

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ARTICLE VIII

TERMINATION, MODIFICATION OR WITHDRAWALS

SECTION I. MODIFICATION OF IPCMOA

Additions and modifications to the provisions of this IPCMOA may be made by mutual written consent of the duly authorized representatives of the participant jurisdictions, acting through the PMAC. The procedure for proposing any such additions or modifications is set forth in Appendix 1 of this IPCMOA. As provided therein, initial modification requests should be made through the KYDMC Change Control Representative (CCR). Such requests shall ultimately be ratified at a meeting of the PMAC, and must be ratified by two thirds (2/3) vote of duly authorized PMAC representatives.

SECTION II. PARTICIPATION OF MEMBER JURISDICTIONS IN THE INITIAL CONTRACT PERIOD

Jurisdictions signing the initial MOA have agreed to participate as a member of the IPC for the period of the contract between KYDMC and the Selected Vendor. A jurisdiction wishing to terminate its participation in the IPC during the initial contract period shall do so in accordance with Section VI of this Article.

SECTION III. PARTICIPATION OF KYDMC AS ADMINISTRATOR IN THE INITIAL CONTRACT PERIOD

The KYDMC shall serve as the Administrator of the IPC for the period of the contract between KYDMC and the Selected Vendor. Withdrawal of KYDMC as the Administrator of the IPC shall be in accordance with Section VII of this Article.

SECTION IV. RENEWAL CONTRACT PERIODS, PARTICIPATING JURISDICTIONS

Contract renewal periods agreed to by the PMAC and executed by the KYDMC with the Selected Vendor shall constitute a continuous participation of such jurisdiction as a member of the IPC unless said jurisdiction elects to terminate its participation in accordance with Article VIII, Section VI.

SECTION V. RENEWAL CONTRACT PERIODS, KYDMC AS ADMINISTRATOR

Contract renewal periods agreed to by the PMAC and executed by the KYDMC with the Selected Vendor shall constitute a continuous participation of the KYDMC as the Administrator of the IPC unless the KYDMC elects to withdraw in accordance with Article VIII, Section VII.

SECTION VI. TERMINATION

A participant jurisdiction shall serve written notice of its intent to terminate participation in the IPCMOA at least seven hundred twenty (720) days prior to the effective date of the termination by certified mail upon the Administrator of the IPC, who shall be responsible for serving a copy of such notice upon all of the PMAC authorized representatives. The final charge-back will follow the same charge-back rules as those outlined in Article VI except for the inclusion of a net reconciliation of the overage or underage for the current and prior year. The Selected Vendor computation and liability software and all supporting documentation are for the administration of IFTA. They may not be copyrighted, sold or exchanged for commercial use or used for any but its intended purpose.

SECTION VII. WITHDRAWAL OF KYDMC AS ADMINISTRATOR

The KYDMC may withdraw from its role as Administrator of the IPC by providing at least seven hundred twenty (720) days notice to the participating jurisdictions.

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ARTICLE IX

ADDITIONAL PARTICIPANT JURISDICTIONS

SECTION I. GENERAL POLICY

Since the Selected Vendor computation and liability software and all supporting documentation are created for the sole purpose of administration of the fuel use taxes and returns subject to the IFTA, and since the purposes of the IPCMOA is to facilitate such administration by and between IFTA member jurisdictions; then it follows that any such member jurisdiction desirous of utilizing the IPC and agreeing to be bound by the terms of the IPCMOA may be added as participant jurisdictions. Any new jurisdictions joining the consortium after the first day of October 1, 2013 shall pay initial startup costs in the sum of -0- dollars.

SECTION II. PROCEDURES FOR ADDING SUBSEQUENT PARTICIPANT JURISDICTIONS

1. Subsequent to the effective date of this IPCMOA, new participant jurisdictions may be added if any agency representative of a member jurisdiction agrees to bind such agency and such jurisdiction to the terms and conditions contained herein, and evidences such agreement by affixing its signature as an addendum to this IPCMOA. A new participant jurisdiction will select an effective date to coincide with the first day of a calendar quarter.
2. Continued participation as a member of the IPC and the procedure for termination as a member of the IPC shall be in accordance with Article VIII herein.
3. New participant jurisdictions shall be responsible for any costs associated with the implementation and ongoing use and maintenance of the Hosted Vendor Solution plus administrative costs assessed by the KYDMC as the Administrator of the IPC. Determination of such costs shall be made by the KYDMC and shall be approved by the PMAC in accordance with Article VI herein.
4. In the event overall costs are decreased as a result of a new participant jurisdiction, such reductions shall be prorated against all original participant jurisdictions and applied against the next scheduled payment.

ARTICLE X

NOTIFICATION

Any notification required by this IPCMOA to be made upon the PMAC or KYDMC, respectively, shall be mailed to:

A. PMAC /KYDMC

Kentucky Transportation Cabinet
Division of Motor Carriers
Brian Beaven, Director
200 Mero Street
Frankfort, KY 40622

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ARTICLE XI

EFFECTIVE DATE, TERMS AND RATIFICATION

SECTION I. EFFECTIVE DATE AND TERMS

This IPCMOA and Appendixes attached hereto, shall take effect on _____ ; or on the date designated by the signatory agency representatives in Article XI section II of this agreement. This IPCMOA shall be binding on the participant jurisdictions, their agents and employees, and their successors in office, and shall continue in effect by and between the participant jurisdictions, unless and until a participant jurisdiction elects to withdraw from the IPCMOA as provided in Article VIII, herein. The Appendixes attached hereto are hereby incorporated into the IPCMOA and are deemed to be part hereof, as though they were set out in full herein. This agreement may be executed in multiple counter parts and each counterpart shall have the same force and effect as if all parties were signatories of a single document.

Signed this 24th day of OCTOBER 2018



Greg Thomas, Secretary
Kentucky Transportation Cabinet

Approval as to form and legality:



Kentucky Transportation Cabinet
Legal Counsel

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SECTION II. RATIFICATION

The following agency representatives, as evidenced by their respective signature, hereby ratify and agree, on behalf of their respective agencies and member jurisdictions, to be bound by the provisions of this IPCMOA, and of the Appendices attached hereto:

Signed this 24 day of October, 2018

Brian Bism
Name of agency head:

For the State / Province of Kentucky

Director
Title of agency head

The State / Province of Ky agrees to be bound by this

Memorandum of Agreement effective the _____ day of _____, 20____.

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SECTION II. RATIFICATION

The following agency representatives, as evidenced by their respective signature, hereby ratify and agree, on behalf of their respective agencies and member jurisdictions, to be bound by the provisions of this IPCMOA, and of the Appendices attached hereto:

Signed this 26 day of OCTOBER, 2018

SCOTT S. JACKSON

Name of agency head:

For the State / Province of CONNECTICUT

COMMISSIONER

Title of agency head

The State / Province of CONNECTICUT agrees to be bound by this

Memorandum of Agreement effective the 26 day of OCTOBER, 2018.

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SECTION II. RATIFICATION

The following agency representatives, as evidenced by their respective signature, hereby ratify and agree, on behalf of their respective agencies and member jurisdictions, to be bound by the provisions of this IPCMOA, and of the Appendices attached hereto:

Signed this 12 day of October, 2018

Name of agency head: Glenn White

For the State / Province of Michigan

Deputy Treasury Tax Administration
Title of agency head

The State / Province of Michigan agrees to be bound by this

Memorandum of Agreement effective the _____ day of _____, 20____.

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SECTION II. RATIFICATION

The following agency representatives, as evidenced by their respective signature, hereby ratify and agree, on behalf of their respective agencies and member jurisdictions, to be bound by the provisions of this IPCMOA, and of the Appendices attached hereto:

Signed this 1st day of October, 2018

[Signature]
Name of agency head:

For the State / Province of N.H.

Commissioner
Title of agency head

The State / Province of NH agrees to be bound by this

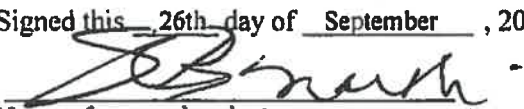
Memorandum of Agreement effective the 1st day of Oct, 2018.

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SECTION II. RATIFICATION

The following agency representatives, as evidenced by their respective signature, hereby ratify and agree, on behalf of their respective agencies and member jurisdictions, to be bound by the provisions of this IPCMOA, and of the Appendices attached hereto:

Signed this 26th day of September, 2018



Name of agency head: Sharonne R. Bonardi, Esq., J.D., M.B.A.

For the State / Province of Maryland

Deputy Comptroller
Title of agency head

The State / Province of Maryland agrees to be bound by this

Memorandum of Agreement effective the 26th day of September, 2018.

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SECTION II. RATIFICATION

The following agency representatives, as evidenced by their respective signature, hereby ratify and agree, on behalf of their respective agencies and member jurisdictions, to be bound by the provisions of this IPCMOA, and of the Appendices attached hereto:

Signed this 11th day of December, 2018.


Name of agency head:

For the State/Province of Nevada

Acting Director

Title of agency head

The State / Province of Nevada agrees to be bound by this
Memorandum of Agreement effective 1st day of January, 2019


for Paul Nicks
Signature-Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 12/12/18
Date

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APPENDIX I IFTA CHANGE CONTROL PROCESS

COMMON PROCEDURES	IPCMOA CHANGES	PROGRAM CHANGES
1) Participant Jurisdiction contacts KYDMC to request change.		
2) Participant Jurisdiction's Primary Contact (PJPC) discusses the potential change with the Change Control Representative (CCR) in KYDMC.*		
3) The CCR prepares a Change Request with the assistance of the PJPC completing the sections regarding: <ul style="list-style-type: none"> • Type of change (IPCMOA or Program) • Participant Jurisdiction's Primary Contact • Description of current procedure or policy • Affected screens, functions or plans • Description of change • Reason for request (e.g., legislative mandate, production problem, performance monitoring results, etc) • Desired or required implementation date • Comment period and review date 		
4) The CCR determines the Primary KYDMC Contact (if different from the CCR) and complete KYDMC Primary Contact section of the Change Request.	4A) Primary KYDMC Contact for IPCMOA issues will be the KY's member of the PMAC.	4B) Primary KYDMC Contact for Program issues will be a representative from Motor Carrier Management, Office of Information Technology (OIT) Services or Commonwealth of Kentucky (COT)
5) The CCR has a preliminary discussion with the Primary KYDMC Contact to determine the course of action <ul style="list-style-type: none"> • Move forward • Contact requesting jurisdiction for clarification /reevaluation 		
6) Change requests that are beyond the scope of the IPC and/or the contractors will be returned to the requesting jurisdiction for clarification/reevaluation of the change request.	6A) The PMAC member will notify the Participant Jurisdiction PMAC member of the results of the KYDMC discussions. The participant jurisdiction would have the option of withdrawing the request, reevaluating the request based on the information provided by KYDMC or provide KYDMC with additional information to consider	6B) The CCR will notify the PJPC of the KYDMC discussions. The participant jurisdiction would have the option of withdrawing the request, reevaluating the request based on the information provided by KYDMC or providing KYDMC with additional information to consider.

7) Requests that are within the capabilities of the IPC will continue with the change control process		
8) The CCR assigns a IPCMOA/Program change control number.		
9) The CCR completes the Change Request sections regarding. • IPCMOA/Program change control number.		
10) The CCR makes copies of the Change Request and keeps one in a binder according to IPCMOA/Program change control number		
11) The CCR forwards a copy of the Change Request along with any documentation to the Primary KYDMC contact for analysis. Core service changes that affect the KYDMC Selected Vendors will be submitted to them for analysis. They will analyze the impact of cost, work flow, systems, department dependencies, resource requirements and overall efficiency	11A) IPCMOA changes that will necessitate a program change will be submitted to the affected KYDMC bureau for analysis. It will be analyzed for feasibility, impact to the charge-back, the RPC, the contractors (through their analysis).	11B) KYDMC will analyze potential changes for feasibility, impact to the charge-back, the IPC, the contractors (through their analysis) and other jurisdictions.
12) Copies of the request and analysis are forwarded to all jurisdictions for comments.	12A) IPCMOA issues are distributed to PMAC members 60 days prior to their next scheduled meeting. An extraordinary meeting will be convened for matters of immediate concern or at the desire of a majority of members. The PMAC chair will poll the members on the need for an extraordinary meeting and the meeting format.	12B) Program issues will be distributed to the PMAC member for dissemination within their jurisdiction.
13) The Primary KYDMC contact will contact the CCR with a summary of the analysis and any Bureau specific change control number (e.g., ISM900 Change Control Number). The CCR will complete the appropriate sections of the Change Request.		
14) If the analysis determines that change requests are impractical or too costly to implement.	14A) The PMAC Member will notify the Participant Jurisdiction PMAC member of the results of the KYDMC analysis. The participant jurisdiction would have the option of withdrawing the request, reevaluating the request based on the information provided by KYDMC or provide KYDMC with additional information to consider.	14B) The CCR will notify the Participant Jurisdiction's Primary Contact of the KYDMC analysis. The participant jurisdiction would have the option of withdrawing the request or reevaluating the request based on the information provided by KYDMC or provide KYDMC with additional information to consider

	15A) Changes that pass analysis and receives 2/3 majority of the PMAC will be drafted as an addendum to the IPCMOA. Changes that also change programs will be implemented by the appropriate KYDMC bureau in coordination with participant jurisdiction(s).	15B) Changes that are adopted will be implemented by the appropriate KYDMC bureau in coordination with participant jurisdiction(s).
	16A) The participant jurisdictions will have 180 days in which to sign the addendum in the IPCMOA. If the addendum has not been signed within 180 days, it will be deemed notification of the jurisdiction's intent to withdraw from the IPCMOA. (Unless otherwise notified in writing by the jurisdiction.	16B) N/A
15) The results or status of all changes requests will be distributed to all jurisdictions through the newsletter or at the scheduled meeting. The CCR will complete the appropriate section of the Change Request.		
*KYDMC prepares Change Requests for all changes to core services. Where the contractor desires to initiate a change, the contractor contacts the CCR for informed discussions and, upon agreement, the Department CCR prepares and submits CR. If the Department does not agree to the proposed change to core services, the contractor shall not proceed with change or contracted services. Any preliminary analysis completed as part of the informal discussions shall be included in the CR documentation		

**Kentucky Transportation/Division of Motor Carriers
IPCMOA CHANGE REQUEST**

Program Change IPCMOA Change	ISM 990 Change Control #	Program Change Control Request #	IPCMOA Change Control Request #
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Participant Jurisdiction's Primary Contact:	Telephone:
Requesting Jurisdiction:	Fax:

I. Description of Current Process:	
Screen(s)/Function(s)/Plan(s) Affected:	
II. Description of Change Required:	
III. Reason for the Request:	
IV. Analysis Summary	V. Disposition of Request
VI. (Desired/Required) Implementation Date:	VII. Comments Due:
VIII. Attachments (List as Needed):	

Change Control Rep.	Phone	Fax
Primary KYDMC Contact	Phone	Fax
Bureau		

Appendix 2

IPCMOA-POLICY AND MANAGEMENT ADVISORY COMMITTEE

DECISION MAKING STRUCTURE

Decision Making	KYDMC Managed	Policy and Management Advisory Committee With KYDMC as Chair
PROGRAM ADMINISTRATION		
Performance Monitoring of KYDMC Selected Vendor(s) – Core Services (functions listed in Article V) -- Accuracy and Completeness -- Timeliness -- Security -- Disaster Recovery -- Documentation	KYDMC responsible for oversight of the Selected Vendor(s) deposit & return processing; and, KYDMC responsible for oversight of Selected Vendor's funds transfers.	Not Applicable
Fee Arrangements	KYDMC responsible for negotiating all fees with the Selected Vendor(s) effecting core processing.	Not Applicable.
Billing Structures	KYDMC responsible for paying for development costs associated with program changes. and, Costs will be reimbursed to KYDMC through billing arrangements based on nature of development effort (see below). KYDMC will notify the Policy and Management Advisory Committee of any change, modification or enhancement that materially affects the charge-back.	Not Applicable
Change Control Implementation	Selected Vendor will develop and provide test scenarios to KYDMC; Participant jurisdictions will provide test conditions, through KYDMC, for selected funds transfer option; and KYDMC will certify system(s).	Not Applicable

Processing Communications Issues for Core Services (i.e., Article V) Shared by all Participant Jurisdictions. -- Procedures/Processing/Training -- Systems and Equipment -- Special Assistance	KYDMC will serve as conduit between the Selected Vendor(s) and participant jurisdictions; Participant jurisdictions and Contractor(s) will bring processing concerns to KYDMC attention for communication to all appropriate parties; and, KYDMC will negotiate an equitable resolution.	Not Applicable
Critical Communications Issues -- Security/Confidentiality Breach -- Loss of Money, Data, Returns or Documents -- Disaster Recovery/Disruption of service -- Discontinuance or modification of services -- Loss/Reassignment of Key Manager(s)	KYDMC will be the initial contact; KYDMC will determine immediate actions to be taken, if necessary; KYDMC will communicate critical information to participant jurisdictions; and KYDMC will negotiate an equitable resolution.	Not Applicable
Entry of new participants – IPC	Not Applicable	KYDMC advises Policy & Management Advisory Committee of estimated cost of entry, and estimated impact to the charge-back, prior to entry.
Change Control -- Non-Core Functions (impacts one participant jurisdiction)	Not Applicable	KYDMC communicates with Contractor; and, Costs borne by requesting participant jurisdiction. If, however, other participant jurisdictions utilize within one year, they will reimburse the other participant jurisdiction for equitable development costs.
Change Control – Funds Transfer Services -- Participant Jurisdiction changes funds transfer option	Not Applicable	Participant jurisdictions' communicates with Contractor and other participant jurisdictions; Costs for receipt portion borne by requesting participant jurisdiction; and, Costs for disbursement portion are divided equally among participant jurisdictions.
Dispute Resolution -- With Contractor(s) -- Between or among participant jurisdictions -- With IFTA regulations	Not Applicable	KYDMC communicates with Contractor(s) & P&MAC. KYDMC communicates with the participant jurisdictions & P&MAC. KYDMC communicates with IFTA Inc & P&MAC.
Imposition of penalties for Contractor(s) failure to perform according to standards.	Not Applicable	KYDMC presents supporting documentation; and the P&MAC will arbitrate a jointly acceptable resolution.
Security Breach Violations	Not Applicable	KYDMC presents Performance Monitoring

Removal of Key Contractor Personnel	Not Applicable	evidence, and KYDMC assesses penalties KYDMC gathers and presents evidence
Changes to key contract provisions	Not Applicable	KYDMC negotiates with Contractor(s).
Sanctions, Penalties or Removal of Participant Jurisdiction for cause.	Not Applicable	KYDMC presents supporting documentation, and the PMAC will arbitrate a jointly acceptable resolution.

Appendix 3

IPCMOA-PARTICIPANT JURISDICTION SERVICE REQUIREMENTS

FUNCTION		YES	NO
1	Maintain an updated data base of taxpayers profiles including credits, returns status, mailing address, business address and tax preparer.		
1.1	Customized printing and mailing of participant jurisdiction tax returns and delinquency notifications by Selected Vendor. Must be selected in conjunction service (1) above.		
2	Tax return deposit and data capture by the Hosted Vendor Solution.		
3	Fee transmittal deposit and data capture by the Hosted Vendor Solution.		
4	Fee transmittal computation and dissemination by Selected Vendor.		
4.1A	Return computation and dissemination by Selected Vendor.		
4.1B	Detailed return data posted to the IPC for monthly settlement.		
4.2	Return Computation, liability determination, and exception processing software to be operated in-house by the participation jurisdiction.		
5	Monthly settlement by Selected Vendor and funds transfer by the selected funds transfer contractor.		
6	IPC Audit interface.		

Instructions: Please place an "X" in the appropriate column to indicate selection of a function.

Signed this _____ day of _____, 20____.

Name of agency head

For the State/Province of _____.

Title of agency head

Participation in Article VII
Information Exchange

YES NO

| |

Appendix 4

IFTA MOA-PERFORMANCE STANDARDS FOR NON-CONTRACTOR SERVICES			
Responsibility	Task	Accuracy and Completeness	Timeliness
Selected Vendor	1. Printing and Mailing	100% of all returns will be printed and mailed using the IFTA profile database addresses provided by the participant jurisdictions and credits residing on the IFTA returns processing system.	100% of all returns will be mailed 30 days prior to the filing due date. 100% of all fee transmittal reports will be mailed to member jurisdictions the first business day following monthly settlement. 100% of all processing systems must be operational in accordance with the approved implementation schedule.
	2. Processing Systems	All data supplied by either the contractor (i.e., lockbox and funds transfer services) or participant jurisdictions must be processed 100% free from systems errors and processed in complete and accurate conformance with all applicable requirements.	100% of all netting amounts required for monthly settlement will be provided by Selected Vendor to the participant jurisdictions by 9:00 am EST 3 business days prior to the last business day of the month. Selected Vendor will provide an annual calendar detailing funding dates for each jurisdiction no later than December 31 of the prior year.
	3. Monthly Settlement	100% of all settlement distribution data will be accurate and complete, and will be based on either the IFTA return processing system outputs or data supplied by the participant jurisdictions (see below participant jurisdiction monthly settlement standards).	100% of all fund transfers initiated will be in the time standards articulated in the IFTA Articles of Agreement.
	4. Funds Transfer Authorization	100% of all fund transfers initiated on behalf of participant jurisdictions will be complete and accurate.	100% of all jurisdiction specific system changes will be completed in the mutually agreed upon time frame between KYDMC and that participant jurisdiction.
	5. Jurisdiction Specific System Changes	100% of all participant jurisdiction specific systems changes will be accurate and complete based on the test conditions provided by that participant jurisdiction.	100% of all technical services will be provided on a timely basis, as necessary.
	6. Technical Support	100% of all technical support services will be provided accurately and completely.	

	7. System Maintenance	100% of all system maintenance will be accurate and complete.	100% of all systems maintenance will be completed in the time frame specified by the participant jurisdictions and agreed to by KYDMC
	8. Help Desk	100% of all help desk services will be provided accurately and completely until final resolution is achieved.	100% of all help desk services will be provided on a daily basis, as necessary.
	9. Data Communication	100% of all data communications services will be provided accurately and completely.	100% of all data communications services will be provided on a daily basis, as necessary.
	10. Jurisdiction and Bank Liaison	100% of all jurisdiction and bank liaison services will be provided accurately and completely until final resolution is achieved.	100% of all jurisdiction and bank liaison services will be provided on a daily basis, as necessary.
	11. Performance Monitoring of Lockbox and Funds Transfer Services	100% of all performance monitoring results will be provided to the Policy and Management Advisory Committee. These results will be accurate, complete, and fully documented.	A performance monitoring plan will be developed on an annual basis, contractor (lockbox and funds transfer) services will be monitored for timeliness on a semi-annual basis, contractor services will be monitored for physical security on an annual basis, and for employee security and confidentiality on an on-going basis; contractor services will be monitored for compliance with processing procedures during the initial quarter of processing, and components of procedures will be subsequently monitored on an annual basis.
	12. Disaster Recovery	100% of all disaster recovery activities will adhere to KYDMC's disaster recovery procedures.	100% of all pre-disaster business functions will be restored within KYDMC's overall disaster recovery time frames.
	13. Security and Confidentiality	100% of all transactions will be secured according to the participant jurisdictions security and confidentiality statutes (see below participant jurisdiction security and confidentiality standards).	100% of all return data will be secured on a continual basis.
	14. Training and Procedures	100% of all training and procedures will be accurate and complete.	100% of all training and procedures will be developed and provided to participant jurisdictions according to a mutually agreed upon schedule between the participant jurisdictions and Selected

			Vendor prior to initial program implementation.
	15. Documentation	All processing system documentation must be 100% accurate and complete	All processing system documentation must be completed prior to implementation of any processing system, or modification to those systems.
Participating Jurisdictions	1. Terminal/PC User Workstations	100% of all terminal/PC user workstations necessary to connect to the IFTA processing system must adhere to the IFTA processing system requirements.	100% of all terminal/PC user workstations necessary to connect to the IFTA processing system must be installed and operational prior to the mutually agreed upon training schedule between Selected Vendor and the participant jurisdiction.
	2. Communication Devices	100% of all communication devices necessary to connect to the IFTA processing system must adhere to the IFTA processing system requirements.	100% of all communication devices necessary to connect to the IFTA processing system must be installed and operational prior to the mutually agreed upon training schedule between Selected Vendor and the participant jurisdiction.
	4. Commercial Software	100% of all communication software necessary to connect to the IFTA processing system must adhere to the IFTA processing system requirements.	100% of all communication software necessary to connect the IFTA processing system must be installed and operational prior to the mutually agreed upon training schedule between Selected Vendor and the participant jurisdiction.
	5. Initial Population and Updates to IFTA Database	Participant jurisdictions are responsible to ensure that their initial population and updates of taxpayer indicative data into the IFTA database is 100% accurate and complete.	Initial population of the IFTA database will occur one month prior to initial printing and mailing of IFTA returns, if selected; subsequent updates will occur up until the cut-off time mutually agreed to between KYDMC and the participant jurisdictions for printing and mailing of quarterly IFTA returns.
	6. Test Conditions for System Test	Participant jurisdiction must prepare 100% accurate and complete test conditions for system testing (if jurisdiction specific system change).	All participant jurisdiction test data must be provided to Selected Vendor by the mutually agreed upon cut-off time for test condition development between KYDMC and the participant jurisdiction.
	7. Documentation for Bank Liaison Problem Resolution	Participant jurisdiction must prepare 100% accurate and complete documentation of lockbox and/or funds transfer inaccuracies for Selected Vendor intervention.	Participant jurisdictions must provide documentation of lockbox and/or funds transfer inaccuracies two business days prior to KYDMC intervening with the Contractor.

	8. Provision of Settlement Data	Participant jurisdiction settlement data, if not provided by the IFTA processing system, must be 100% accurate and complete.	Participant jurisdictions must provide monthly settlement data by 4:00 pm EST on the 4 th business day prior to the last business day of the month.
	9. Funding of Funds Transfer Account	Participant jurisdictions must fund the funds transfer account 100% accurately and completely based on the participant jurisdiction settlement report produced by the IFTA processing system or reported to that participant jurisdiction by KYDMC staff.	Participant jurisdictions funds must be credited to the funds transfer account by 3:00 pm EST one business day prior to the last business day of the month.
	10. System Access	Participant jurisdictions must provide access authorization to KYDMC support staff to perform routine maintenance and operations (i.e., bank liaison) functions.	Participant jurisdictions must provide access authorization to KYDMC support staff to perform routine maintenance and operations (i.e., bank liaison) functions within 10 business days of initial installation, but prior to operation.

Appendix 5(subject to change due to Selected Vendor)

Help Desk Procedure	Date:
Recording Problem Severity Level	

1. Problem Reporting Procedure

The Help Desk documents all computer-related problems reported to them by Help Desk coordinators. Help Desk coordinators are designated by Selected Vendor. Problems can be either hardware or software problems. Problems can occur on either of the Department's mainframe computer systems, on any equipment connected to the Department's Local Area Network (LAN), or on any of the Department's stand-alone computer equipment. The Help Desk is responsible for documenting and tracking all computer-related problems reported. The Help Desk opens all user-reported problems, they resolve problems within their area of expertise, they assign problems they cannot resolve to an appropriate technical liaison, and they close all user-reported problems after verifying the problem's resolution with the DTF Help Desk coordinator who reported the problem.

2. The Help Desk Designates Severity Levels When Problems Are Opened

Each problem reported to the Help Desk requires a severity level. Severity levels reflect the degree to which the problem affects the DTF computer environment. Here is a list of severity level descriptions:

Severity Level	Description
1	Critical to DTF Multiple users cannot continue to work High profile user needs problem resolved as soon as possible
2	Of major importance to DTF User production seriously impaired
3	Normal DTF problem User can continue work or has a workaround
4	User question Request for inventory sticker to be replaced

3. The Help Desk Contacts Technical Liaisons and Selected Vendors to Work on Problems

If the Help Desk coordinator cannot resolve a problem, they send this problem to the appropriate technical Liaison or Department Selected Vendor for resolution.

If a problem is a severity level 2, 3, or 4, the Help Desk Contacts the technical liaison or Selected Vendor by agreed upon communications methods for the group involved. Selected Vendors who are not on site will be contacted via modem or by telephone. If the contact is a technical liaison who is a member of the Selected Vendor staff, contact will be via the Selected Vendor's problem tracking system or via the Selected Vendor's electronic mail system.

For severity level 1 problems, the technical contact must also be made aware of the problem via a telephone conversation or via a personal communication. If a severity level 1 problem is sent to a Selected Vendor, and the Selected Vendor does not call the person who reported the problem within one hour, or

the Selected Vendor is not on site within two hours, the Help Desk escalates the problem by contacting Selected Vendor management to inform them of the problem, and to request an immediate response from the Selected Vendor.

4. The Help Desk Monitors Severity 1 Problems Until They Are Closed

The Help Desk closely monitors all Severity 1 problems reported by users by taking the following actions:

- The Help Desk notifies appropriate Department management every time a Severity level 1 problem is opened by the user
- The Help Desk scans the Department's problem tracking system daily to determine whether any problem (originally reported at a lower level) has been elevated to a Severity level 1 problem. If a problem is elevated to Severity level 1, the Help desk notifies Department management that this problem has been elevated to a Severity 1 problem.
- The Help Desk notifies the Department management when any Severity level 1 problem has been downgraded to a lower severity level or when a Severity level 1 problem has been closed.
- The Help Desk notifies the user community when a Severity level 1 problem will immediately stop their work, providing an estimate of the downtime, when possible.
- The Help Desk notifies users via electronic mail bulletin boards, when critical files or applications will not be available for their use, providing an estimate of the downtime, when possible.
- The Help Desk keeps in constant contact with the Department staff and Selected Vendors who are working on Severity level 1 problems, providing user and management status updated when requested or when appropriate.

SUBJECT TO CHANGE DUE TO SELECTED VENDOR

Appendix 6

CHARGE-BACK METHODOLOGY

MODEL OBJECTIVE:

- Define the functions and activities that are subject to charge back.
- Associate functions to selected services.
- Set forth the rules for allocating cost to the participant jurisdictions.

DEFINITIONS:

KYDMC/SELECTED VENDOR FUNCTIONS: The administrative functions performed by Selected Vendor to support the selected services. Function costs include personnel expenses, non-personnel service expenses and supply costs.

SERVICE: The services selected by the participant jurisdictions, as outlined in the Memorandum of Agreement.

CHARGE-BACK RESPONSIBILITIES: The participant jurisdictions that are liable for the expenses associated with a function.

CHARGE-BACK RULES: The method used to allocate the cost of each service. The expenses are divided into three types:

- I. Equal -- Expenses that support all users of a function, regardless of volume, are shared equally among those jurisdictions (e.g., Bank Monitoring Funds Transfer).
- II. Direct -- Expenses related to an individual jurisdiction will be billed at a set rate or by the actual expense incurred.
 - The set rates will be billed at a predetermined rate based on either an hourly rate of the person or persons performing the function (e.g., Help Desk) or the cost incurred by Selected Vendor for performing a function (e.g., Printing & Mailing Returns).
An actual expense is a participant jurisdiction's expense billed to Selected Vendor, by an outside Selected Vendor. It will be passed on to the affected jurisdiction (e.g., Telecommunication Charges for Data Transmission)
- III. System Utilization -- Expenses influenced by volume are allocated proportionately. The jurisdiction's share of a proportional expense will be based on two factors. The first factor is the services selected by each jurisdiction. Each service requires a different level of system support. Jurisdictions that select services, which use more of the system, will share in more of the system related expense. The second factor is the participant jurisdiction's number of carriers. Jurisdictions are responsible for paying a percentage based on their volume of carriers.

The chart below quantifies the percentage of system use for each selected service:

	SELECTED SERVICES	PERCENTAGE OF SYSYTEM UTILIZATION
1	PROFILE MAINTENANCE	12%
1.1	PRINT & MAIL RETURNS	0%
2	LOCKBOX RETURNS	0%
3	LOCKBOX FEE TRANSMITTAL	0%
4.0	FEE TRANSMITTALS PROCESSED THROUGH THE RPC	26%
4.1A	RETURNS & EXCEPTIONS PROCESSED THROUGH THE HOSTED SELECTED VENDOR SOLUTION	27%
4.1B	POSTING RETURN DATA TO THE RPC	14%
4.2	RETURNS & EXCEPTIONS PROCESSED THROUGH THE PARTICIPANT JURISDICTIONS PLATFORM	2%
5	MONTHLY SETTLEMENT	14%
6	SELECTED VENDOR AUDIT INTERFACE	5%

For example, if some jurisdiction accounts for 50% of the "RETURNS PROCESSED THROUGH THE RPC" (service 4.1), it would be responsible for 50% of the system related expense for that service, which is 42% of the total system support expense. The exceptions to this would be for jurisdictions that use the RPC software on their own platform (4.2) and monthly settlement (5). Numbers of carriers impacts neither service. Therefore, the jurisdictions using those services will share equally the 2% and 14% respectively, of the total system related expense for those services.

SOURCE DOCUMENTATION- The agency's reports, systems and bureaus that record the data used to determine the expense of a function.

RATIONALE- The basis of the decision concerning the method of cost allocation.

CHARGE BACK METHODOLOGY						
	SELECTED VENDOR /KYDMC FUNCTIONS	SERVI CES	CHARGE- BACK RESPONSIB ILITIES	CHARGE- BACK RULES	SOURCE DOCUMENTA TION	RATIONALE
NON- PERSONN ELL	PLATFORM EQUIPMENT MAINTENANCE	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIO NATE TO SYSTEM UTILIZATIO N	MAINTENANCE LOG/SERVICE CONTRACT	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	TELECOMMUNICAT ION CHARGES FOR DATA TRANSMISSION	ALL	INDIVIDUAL JURISDICTIONS	ACTUAL	PHONE RECORDS	EACH JURISDICTION WILL BE RESPONSIBLE FOR THEIR OWN TELECOMMUNI CATION COST
	IPCTELECOMMUNI CATION CHARGES	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIO NATE TO SYSTEM UTILIZATIO N	INVOICES	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS

	SOFTWARE LICENSE & MAINTENANCE	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIONATE TO SYSTEM UTILIZATION	INFO PROVIDED BY ISM	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	FACILITIES	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIONATE TO SYSTEM UTILIZATION	OGS RATE PER SQ FT	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	NEW EQUIPMENT & SOFTWARE > \$20K	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIONATE TO SYSTEM UTILIZATION	ISM INVOICE	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	DISASTER RECOVERY	ALL	ALL JURISDICTIONS USING RPC PROCESSING	PROPORTIONATE TO SYSTEM UTILIZATION	ISM RECORDS	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	PRINT & MAIL RETURNS	II	INDIVIDUAL JURISDICTIONS SELECTING SERVICE	SET RATE PER PIECE	MGT REPORT	OPTIONAL SERVICE
PERSONNEL EXPENSE:	HELP DESK	ALL	ALL JURISDICTIONS USING FUNCTION	SET HOURLY RATE	ISM TIME REPORTS	EACH JURISDICTION WILL REQUIRE VARYING LEVELS OF SUPPORT
	TECHNICAL SERVICES	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIONATE TO SYSTEM UTILIZATION	ISM TIME REPORTS	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	TABLE UPDATES	ALL	ALL JURISDICTIONS USING NY TABLE UPDATES	EQUAL	MGT REPORT / ISM REPORT	SUPPORTS ALL JURISDICTIONS USING SYSTEM
	SYSTEM CHANGE SPECIFIC	ALL	INDIVIDUAL JURISDICTIONS USING CHANGE	SET HOURLY RATE	ISM PROVIDED / CHANGE CONTROL	SPECIAL REQUESTS BILLED TO REQUESTING JURISDICTIONS OR JURISDICTIONS OPTING FOR CHANGE
	SYSTEM CHANGE-UNIVERSAL	ALL	ALL SIGNERS OF THE IPCMOA	EQUAL SET HOURLY RATE	ISM PROVIDED / CHANGE CONTROL	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	SYSTEM OPERATION RPC	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIONATE TO SYSTEM UTILIZATION	ISM TIME REPORTS	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	MONTHLY SETTLEMENT*	5	ALL JURISDICTIONS SELECTING SERVICE	EQUAL	PROCESSING DIV TIME REPORT & BANK INVOICES	EACH PARTICIPANT RECEIVES THE SAME LEVEL OF SERVICE AND BENEFIT
	BANK MONITORING FUNDS TRANSFER	5	ALL JURISDICTIONS SELECTING SERVICE	EQUAL	PROCESSING DIV TIME REPORT	ALL PARTICIPANTS BENEFIT FROM THE TIMELINESS, ACCURACY, PROCEDURAL.

						SECURITY AND CONFIDENTIAL MONITORING
	BANK MONITORING LOCK BOX RETURNS	2	ALL JURISDICTIONS SELECTING SERVICE	EQUAL	PROCESSING DIVISION TIME REPORT	ALL PARTICIPANTS BENEFIT FROM THE TIMELINESS, ACCURACY, PROCEDURAL SECURITY AND CONFIDENTIAL MONITORING
	BANK MONITORING LOCKBOX FEE TRANSMITTALS	3	ALL JURISDICTIONS SELECTING SERVICE	EQUAL	PROCESSING DIV TIME REPORT	ALL PARTICIPANTS BENEFIT FROM THE TIMELINESS, ACCURACY, PROCEDURAL SECURITY AND CONFIDENTIAL MONITORING
	BANK / JURISDICTION LIAISON	2,3, OR 5	INDIVIDUAL JURISDICTIONS USING SERVICE	SET HOURLY RATE	PROCESSING DIV TIME REPORT	EACH JURISDICTION MAY REQUIRE VARYING LEVELS OF SUPPORT
	TRAINING POST IMPLEMENTATION	ALL	ALL SIGNERS OF THE IPCMOA	SET DAILY RATE PLUS TRAVEL EXPENSES	ISM TIME REPORTS	EACH JURISDICTION MAY HAVE UNIQUE REQUIREMENT FOR ALL USERS
SUPPLIES	OFFICE SUPPLIES	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIONATE TO SYSTEM UTILIZATION	RIM MGT	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	PACKAGING & SHIPMENT	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTIONATE TO SYSTEM UTILIZATION	MAIL RM REPORT	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS

Charge-back will include any unique charges paid by KYDMC in its role as administrator

SUBJECT TO CHANGE DUE TO SELECTED VENDOR

Appendix 7

COST STRUCTURE

(PLEASE SEE ATTACHED DOCUMENT AND REFER TO THE SELECTED VENDOR'S COST PROPOSAL)

Track Work in Progress - MA - 758 - 1400000533 - 2[Menu](#) [Back](#)

Date Submitted : 11/13/2018 Submitter : Susan Noland

Approval Rule ID	Seq No	Approval Level	Assignment Date	Initial Assignee Name	Approval Status	Approval User Name
468	1	1	2018-11-13	Fin-OPS Approval	Approved	Kathy Robinson
468	11	11	2018-11-14	Finance - EEOCC Approval	Approved	Paula Weglarz

[View Log](#)[View Visual](#)

Screen shot from eMARS, Kentucky electronic financial system which includes all vender contract activity.

The original contract between Explore & Kentucky will not change (See pg 4 Section 40.030). Both parties are agreeing to execute the first of two additional two (2) year periods and such mutual agreements shall take the form of an addendum to the Contract which is all handled by the electronic financial system.

See Attachment A Agency Master Agreement Renewal for Kentucky executing a two year renewal through December 26, 2020.

See Attachment B Vendor Master Agreement Renewal for Explore executing a two year renewal through December 26, 2020.

See Attachment C Master Agreement Modification for Contract extention through December 26, 2020. The system does not update the fee amounts or the effective date, only the expiration date. Fee amounts are updated in the IFTA Processing Consortium Memorandum of Agreement under Appendix 7.



Commonwealth of Kentucky
FINANCE AND ADMINISTRATION CABINET
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 Office of Procurement Services
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 Frankfort, Kentucky 40601
 (502) 564-4510
 (502) 564-6013 Facsimile

MATTHEW G. BEVIN
 Governor

WILLIAM M. LANDRUM III
 Secretary

Ed Ross
 Controller

JOAN GRAHAM
 Executive Director

AGENCY MASTER AGREEMENT RENEWAL

Today's Date: September 7, 2018	Agency: KY Transportation Cabinet
Buyer and Email Address: Susan S. Noland <u>Susan.Noland@ky.gov</u>	Contact: Kimberlee Ratzlaff
MA Number: MA 758 1400000533	
Commodity: IFTA Return Processing	Vendor: Explore Information Services LLC
PE #: 630 19*318	Contact: John Christenson <u>John.Christenson@usis.com</u>

The above referenced Master Agreement expires December 26, 2018. The terms of the contract allow for a two (2) year renewal through December 26, 2020 all parties (Commonwealth and vendor) concurring, leaving one (1) renewal options remaining on this contract. Please indicate your concurrence or refusal below and fax the signed form to 502-564-6013, or scan and email to the buyer listed above.

If there are any contractual issues, please address those in writing prior to this renewal period. The contract will not be renewed until there is a resolution of any pending issues. The agency contact listed above has been added to this contract as the Performance Evaluator. Complete the **Performance Evaluation** and write the complete PE number on the line above.

Submit this renewal form and complete the Performance Evaluation by noon on Friday, September 21, 2018. If there are any questions, contact the buyer listed above.

- ☒ Yes, I agree to renew for the above period
☐ No, I do not wish to renew. (Please explain why)


 Signature (REQUIRED)
 Kimberlee Ratzlaff
 Print/Typed Name
 10/8/19
 Date
 Kimberlee.Ratzlaff@ky.gov
 eMail address
 502-564-7000
 Telephone Number



Commonwealth of Kentucky
 FINANCE AND ADMINISTRATION CABINET
 Office of the Controller
 Office of Procurement Services
 Room 096 Capitol Annex
 Frankfort, Kentucky 40601
 (502) 564-4510
 (502) 564-6013 Facsimile

MATTHEW G. BEVIN
 Governor

WILLIAM M. LANDRUM III
 Secretary

Ed Ross
 Controller

JOAN GRAHAM
 Executive Director

VENDOR MASTER AGREEMENT RENEWAL

Today's Date: October 8, 2018	Agency: KYTC
Buyer and Email Address: Susan S. Noland Susan.Noland@ky.gov	
MA Number: MA 758 1400000533	Vendor: Explore Information Services LLC
Commodity: IFTA Return Processing	Contact: John Christenson John.Christenson@exploredata.com

The above referenced Master Agreement expires December 26, 2018. The terms of the contract allow for a two (2) year renewal through December 26, 2020 all parties (Commonwealth and Vendor) concurring leaving one (1) renewal options remaining on this contract. Please indicate your concurrence or refusal below and sign the form, scan and email to the buyer listed above.

Also, return the attached affidavit (Attachment A) and any updates to the contract, if applicable, to the buyer listed above by 12:00pm, on October 15, 2018. If there are any questions, please contact the buyer listed above.

- ☒ Yes, I agree to renew for the above period.
☐ No, I do not wish to renew. (Please explain why)

**SIGNATURE INDICATES THE ACKNOWLEDGMENT AND ACCEPTANCE OF
 THE FOLLOWING ATTACHMENTS:**

ATTACHMENT A - Required Affidavit (Return this form with the renewal form. Vendors shall submit a signed and notarized affidavit before the renewal can be processed. Failure to submit may cause the Master Agreement to lapse.)

ATTACHMENT B - Access to Records

ATTACHMENT C - Discrimination - Executive Order No. 11246

ATTACHMENT D - Personal Information Security and Breach Investigation Procedures and Practices Act (KRS 61.931, et seq.)

Kurt Sames

10/31/2018

kurt.sames@exploredata.com

651-405-4285

Signature (REQUIRED)

Print/Typed Name

Date

eMail address

Telephone Number



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 1400000533

Effective Date: 12/27/13

Record Date: 11/14/18

Expiration Date: 12/26/20

Procurement Folder: 14029

Document Description: IFTA RETURN PROCESSING - RFP 13-369

Procurement Type: Computer Services

Cited Authority: Competitive Negotiations

Version Number: 2

CONTACT INFORMATION

ISSUER:

Susan Noland

502-564-5951

Susan.Noland@ky.gov

REASON FOR MODIFICATION

Renewal

Includes vendor acknowledgement of EO11246 and HB5.

VENDOR INFORMATION

Name /Address:

Contact:

KY0001156: EXPLORE INFORMATION SERVICES LLC
DBA: EXPLORE INFORMATION SERVICES, LLC
2900 LONE OAK PARKWAY

JOHN CHRISTENSON
654-054-268
John.Christenson@exploredata.com

EAGAN MN 55121

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$567,713.00	12/27/13	12/26/20	\$567,713.00

IFTA PROCESSING SERVICES YEARS 2 - 5

Extended Description:

IFTA PROCESSING SERVICES YEARS 2 - 5 TO BE BILLED MONTHLY HOSTING/MAINTENANCE - RFP 13-369

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

IFTA Change Orders

Extended Description:

IFTA Change Orders

	Document Description	Page 1
1400000533	IFTA RETURN PROCESSING - RFP 13-369	of 2

See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.

Amendment #2-Joinder Documentation

LIST OF ATTACHMENTS

Attachment H:

- IFTA Processing Consortium Revised Charges Including Nevada
- IFTA Processing Consortium Revised Charges Omitting California

Attachment I:

- IFTA Processing Consortium Commonwealth of Kentucky MOA-Nevada IFTA Cost Breakdown

ATTACHMENT H

IFTA PROCESSING CONSORTIUM REVISED CHARGES REVISED 9/2018 INCLUDING NEVADA										
DESCRIPTION	TOTAL	KY	CA	CT	MD	MI	NH	NV		
ACCOUNT BASE (2017 ANNUAL REPORT) PERCENTAGE OF ACCOUNTS	46,077	4,171	24,311	2,445	5,137	6,086	1,949	1,978		
		0.090522	0.527617	0.053063	0.111467	0.132083	0.042289	0.042281		
YEARS 6-9										
Hosting and Maintaining Solution (Equal Charge)	\$ 80,000.00	\$ 11,428.57	\$ 11,428.57	\$ 11,428.57	\$ 11,428.57	\$ 11,428.57	\$ 11,428.57	\$ 11,428.57	\$ 11,428.57	\$ 11,428.57
MONTHLY CHARGE (\$80,000/48 MOS)	\$ 1,666.67	\$ 236.10	\$ 236.10	\$ 236.10	\$ 236.10	\$ 236.10	\$ 236.10	\$ 236.10	\$ 236.10	\$ 236.10
Software Maintenance (Equal Charges 85%)	\$ 3,315,000.00	\$ 473,571.43	\$ 473,571.43	\$ 473,571.43	\$ 473,571.43	\$ 473,571.43	\$ 473,571.43	\$ 473,571.43	\$ 473,571.43	\$ 473,571.43
MONTHLY CHARGE (\$3,315,000/48 MOS)	\$ 69,062.50	\$ 9,866.07	\$ 9,866.07	\$ 9,866.07	\$ 9,866.07	\$ 9,866.07	\$ 9,866.07	\$ 9,866.07	\$ 9,866.07	\$ 9,866.07
APPORTIONED CHARGES										
Software Maintenance (Apportioned Charges 16%)	\$ 585,000.00									
APPORTIONED CHARGES (\$585,000/4)	\$ 146,250.00									
JURISDICTIONAL SHARE	\$ 146,250.00	\$ 13,238.90	\$ 77,163.96	\$ 7,760.52	\$ 16,305.02	\$ 19,317.18	\$ 6,186.20	\$ 6,278.23		
MONTHLY CHARGE APPORTIONED CHARGES	\$ 12,187.50	\$ 1,103.24	\$ 6,430.33	\$ 646.71	\$ 1,358.75	\$ 1,609.77	\$ 515.52	\$ 523.19		
KY ADMINISTRATIVE FEES										
Lead Jurisdiction Assistance/IPC Accounting	\$ 100,800.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00
MONTHLY CHARGE (\$100,800/48 MOS)	\$ 2,100.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
PROPOSED MONTHLY CHARGES	\$ 85,016.67	\$ 11,507.41	\$ 16,834.50	\$ 11,050.88	\$ 11,762.92	\$ 12,013.93	\$ 10,919.68	\$ 10,927.35		

ATTACHMENT H

IFTA PROCESSING CONSORTIUM REVISED CHARGES REVISED 9/2018 OMITTING CALIFORNIA

DESCRIPTION	TOTAL	KY	CT	MD	MI	NH	NV
ACCOUNT BASE (2017 ANNUAL REPORT)	21,766	4,171	2,445	5,137	6,086	1,949	1,978
PERCENTAGE OF ACCOUNTS		0.191629	0.112331	0.236010	0.279610	0.089543	0.0906757
YEARS 6-8							
Hosting and Maintaining Solution (Equal Charge)	\$ 80,000.00	\$ 13,333.33	\$ 13,333.33	\$ 13,333.33	\$ 13,333.33	\$ 13,333.33	\$ 13,333.33
MONTHLY CHARGE (\$80,000/48 MOS)	\$ 1,666.67	\$ 277.78	\$ 277.78	\$ 277.78	\$ 277.78	\$ 277.78	\$ 277.78
Software Maintenance (Equal Charges 85%)	\$ 3,315,000.00	\$ 552,500.00	\$ 552,500.00	\$ 552,500.00	\$ 552,500.00	\$ 552,500.00	\$ 552,500.00
MONTHLY CHARGE (\$3,315,000/48 MOS)	\$ 69,062.50	\$ 11,510.42	\$ 11,510.42	\$ 11,510.42	\$ 11,510.42	\$ 11,510.42	\$ 11,510.42
APPORTIONED CHARGES							
Software Maintenance (Apportioned Charges 15%)	\$ 585,000.00						
APPORTIONED CHARGES (\$585,000/4)	\$ 146,250.00						
JURISDICTIONAL SHARE	\$ 146,250.00	\$ 28,025.76	\$ 16,428.44	\$ 34,516.51	\$ 40,893.02	\$ 13,095.71	\$ 13,290.57
MONTHLY CHARGE APPORTIONED CHARGES	\$ 12,187.50	\$ 2,335.48	\$ 1,369.04	\$ 2,876.38	\$ 3,407.75	\$ 1,091.31	\$ 1,107.55
KY ADMINISTRATIVE FEES							
Lead Jurisdiction Assistance/IPC Accounting	\$ 86,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00
MONTHLY CHARGE (\$86,400/48 MOS)	\$ 1,800.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
PROPOSED MONTHLY CHARGES	\$ 84,716.67	\$ 14,423.67	\$ 13,457.23	\$ 14,964.57	\$ 15,495.95	\$ 13,179.50	\$ 13,195.74

ATTACHMENT I

IFTA PROCESSING CONSORTIUM COMMONWEALTH KENTUCKY MOA-NEVADA IFTA COST BREAKDOWN

CONTRACT EXTENSION

DESCRIPTION	FY19 COSTS (1/1/19-6/30/19)	FY20 COSTS (7/1/19-6/30/20)	FY21 COSTS (7/1/20-12/31/20)	Total Amount
Implementation Phase 2	\$85,000.00			\$85,000.00
Monthly Costs	\$65,564.16	\$153,812.22	\$79,174.50	\$298,550.88
	\$150,564.16	\$153,812.22	\$79,174.50	\$383,550.88

FUTURE AMENDMENTS

DESCRIPTION	FY21 COSTS 1/1/20-6/30/20	FY22 COSTS 7/1/21-6/30/22	FY23 COSTS 7/1/22-12/31/22	Total Amount
Monthly Costs	\$79,174.50	\$158,349.00	\$79,174.50	\$316,698.00

MONTHLY MAINTENANCE CHARGES (with California)	
Hosting and Maintaining Solution	\$238.10
Software Maintenance	\$9,866.07
Software Maintenance Jurisdictional Charge	\$523.19
Kentucky Administrative Fee	\$300.00
Total	\$10,927.36

MONTHLY MAINTENANCE CHARGES (without California 09/2019)	
Hosting and Maintaining Solution	\$277.78
Software Maintenance	\$11,510.42
Software Maintenance Jurisdictional Charge	\$1,107.55
Kentucky Administrative Fee	\$300.00
Total	\$13,195.75

Steve Sisolak
Governor

Susan Brown
Director

Paul Nicks
Deputy Director



**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
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: January 10, 2019
To: Susan Brown, Clerk of the Board
From: Bridgette Mackey-Garrison, Executive Branch Budget Officer
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

A handwritten signature in blue ink, likely belonging to Bridgette Mackey-Garrison.

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 ACCEPT A SETTLEMENT

Pursuant to Article 5, Section 21 of the Nevada Constitution, 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 Transportation (NDOT) – Administration - \$950,000

The Nevada Department of Transportation (NDOT) is requesting approval to fully and finally resolve a matter that has been litigated since 2012 in the district court and is currently again on appeal in the Nevada Supreme Court. Under the terms of the proposed settlement, NDOT will receive a total of \$950,000.

Additional Information:

This matter stems from the 2005 settlement of an eminent domain case previously filed by NDOT against Fred Nassiri to acquire property needed for the Blue Diamond/I-15 interchange project. Years after the settlement, Mr. Nassiri, both individually and on

behalf of the Nassiri Family Trust, filed an inverse condemnation case against the State asserting numerous causes of action, all related to the fact that NDOT built in 2010 a "flyover" connecting eastbound Blue Diamond to northbound I-15. Mr. Nassiri asserted this construction within NDOT's right of way constituted an "inverse taking" of his adjacent property's view, visibility and access rights and breach of the settlement agreement entered into back in 2005. After many years of litigation and a successful writ of mandamus to the Nevada Supreme Court, NDOT eventually obtained a judgement in its favor on all causes of action.

NDOT, in consultation with its outside counsel, Kemp, Jones & Coulthard (KJC) and with the Attorney General's Office, has considered the benefits of the settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the action by accepting a total amount of \$950,000 upon the terms set forth above, resolving the action in its entirety as among all parties.

NDOT will deposited the monies in the State Highway Fund upon receipt.

Statutory Authority:

BOE approval required pursuant to Article 5, Section 21

REVIEWED: 
ACTION ITEM: _____



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7420
Fax: (775) 888-7309

MEMORANDUM

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JAN - 8 2019

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

DATE: January 7, 2019

TO: Board of Examiners
Governor Steve Sisolak
Attorney General Aaron D. Ford
Secretary of State Barbara K. Cegavske

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Joe Vadala, Special Counsel

SUBJECT: Proposed Comprehensive Settlement of
Nassiri v. State of Nevada, ex rel. Department of Transportation
Eighth Judicial District Court Case No. A-12-672841-C and
Nevada Supreme Court, Case No. 76660

SUMMARY

The Nevada Department of Transportation ("NDOT") is requesting approval to fully and finally resolve a matter that has been litigated since 2012 in the district court and is currently again on appeal in the Nevada Supreme Court. Under the terms of the proposed settlement, NDOT will **receive** a total of \$950,000.00, which is a slightly discounted amount from the judgment currently held in its favor against the Plaintiffs in this matter, Mr. Fred Nassiri and his family trust. If approved, NDOT will execute the necessary documents to accept a partial cash payment of \$600,000, accept a promissory note for \$350,000, bearing interest at the rate of five percent (5%) per annum, due on 12/31/19, which note will be secured by a first priority deed of trust on an unencumbered 3.64 acre vacant parcel located at 7572 Spencer Street, Las Vegas, Nevada (APN 177-11-601-014). NDOT will additionally hold a confession of judgment signed by Mr. Nassiri for the same balance to be filed and recorded in the event of non-payment. To further assure satisfaction of the balance, Mr. Nassiri will execute a Due on Sale Agreement which provides that given sufficient sale proceeds received, he will pay off all or a portion of the promissory note should he sell any of his other enumerated real property holdings. In exchange, NDOT will release the current judgment (\$1,056,575.82) and both parties will dismiss their respective appellate issues currently pending before the Nevada Supreme Court. Because this comprehensive settlement will finally resolve this matter, eliminate the need and cost associated with further litigation and collection efforts and the potential for a remand for further proceedings from the Supreme Court, it is deemed to be in the best interest of the State.

THE ACTION

This matter stems from the 2005 settlement of an eminent domain case previously filed by NDOT against Fred Nassiri to acquire property needed for the Blue Diamond/I-15 interchange project. Years after the settlement, Mr. Nassiri, both individually and on behalf of the Nassiri Family Trust, filed an inverse condemnation case against the State asserting numerous causes of action, all related to the fact that NDOT built in 2010 a "flyover" connecting eastbound Blue Diamond to northbound I-15. Mr. Nassiri asserted this construction within NDOT's right of way constituted an "inverse taking" of his adjacent property's view, visibility and access rights and a breach of the settlement agreement entered into back in 2005. After many years of litigation and a successful writ of mandamus to the Nevada Supreme Court, NDOT eventually obtained a judgment in its favor on all causes of action.

Because the litigation centered primarily on the 2005 settlement agreement, the attorney's fees clause in that agreement was triggered, allowing NDOT, as the prevailing party, to seek reimbursement for all its costs and attorneys' fees incurred in defending Mr. Nassiri's lawsuit. NDOT was represented primarily by outside counsel, the respected firm of Kemp, Jones & Coulthard ("KJC"), but who were also assisted by the deputy attorneys general assigned to represent NDOT. A motion was filed seeking reimbursement of \$1,092,756.02 paid to KJC, \$180,280.80 for reimbursement of time spent by the deputy attorneys general and \$119,727.99 in costs. After extensive briefing and argument, the court awarded 90% of the KJC fees sought, none of the fees sought for the time spent by the deputy attorneys general and \$73,095.40 for costs, resulting in a judgment of \$1,056,575.82. Importantly, the district court entered the judgment against both Mr. Fred Nassiri individually and as trustee of the Nassiri Family Trust. Both sides have appealed the ruling. NDOT appealed the disallowed fees for the deputy attorneys generals' work (which the district court concluded was simply "overhead") and the portion of disallowed costs. Mr. Nassiri appealed the 90% of KJC fees awarded as excessive and unsupported and the conclusion that the judgment should be entered against both Mr. Nassiri and the Nassiri Family Trust when only Mr. Nassiri, individually, had entered into the 2005 settlement agreement.

REASONS THE PROPOSED SETTLEMENT IS A FAVORABLE OUTCOME

This case has been litigated for many years and has resulted in a judgment in favor of the State, but which judgment is currently being appealed and, even if affirmed, would still require collection efforts. Additional costs and fees would be incurred regardless of the appellate outcome. If this settlement is approved, it will fully resolve the pending Nevada Supreme Court appeal, NDOT will immediately recover \$600,000, which amount is presently held in KJC's trust account for the benefit of the State, and be adequately secured in recovering the balance of \$350,000 within a reasonable amount of time, as the maturity date of the proposed promissory note is 12/31/19. Further, Mr. Nassiri will execute comprehensive releases in favor of the State.

RECOMMENDATION

NDOT, in consultation with its outside counsel, KJC, and with the Attorney General's Office, has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the action by ***accepting*** a total amount of \$950,000.00 upon the terms set forth above, resolving the action in its entirety as among all parties.

FISCAL NOTE STATEMENT

The monies owed will be deposited in the State Highway Fund upon receipt.

LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
1.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION		WASHOE COUNTY	\$0
		This lease was negotiated to replace the current interlocal agreement.		
		Term of Lease:	11/01/2018 – 09/30/2033	Located in Reno
2.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES		CLARK COUNTY	\$0
		This lease was negotiated to replace the current interlocal agreement.		
		Term of Lease:	12/01/2018 – 11/30/2023	Located in Las Vegas
3.	NEVADA PHYSICAL THERAPY BOARD		CHEYENNE CORPORATE CENTER, LLC	\$174,035
		This lease was negotiated due to a relocation to better accommodate space needs for the Board and created a savings over the term of the lease.		
		Term of Lease:	03/01/2019 – 02/29/2024	Located in Las Vegas
4.	DEPARTMENT OF PUBLIC SAFETY – OFFICE OF CRIMINAL JUSTICE ASSISTANCE		WHITECROSS LIMITED PARTNERSHIP	\$154,576
		This is an extension of an existing lease.		
		Term of Lease:	07/01/2019 – 06/30/2024	Located in Carson City
5.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL		JEAN DEVELOPMENT COMPANY, LLC	\$120
		This is an extension of an existing lease.		
		Term of Lease:	02/01/2019 – 01/31/2029	Located in Jean
6.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL		CITY OF LAS VEGAS	\$144,000
		This is an extension of an existing lease.		
		Term of Lease:	10/01/2018 – 09/30/2023	Located in Las Vegas
7.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL		CARSON CITY SHERIFF'S OFFICE	\$118,015
		This is an extension of an existing lease.		
		Term of Lease:	12/01/2018 – 06/30/2022	Located in Carson City

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	1/8/19
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:

Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Building D-132
Carson City, Nevada 89706
Lisa Tuttle
775.687.0532 Fax: 775.687.0573 ltlee@adsd.nv.gov

Remarks:

This lease was negotiated to replace the current interlocal.

Exceptions/Special notes:

2. Name of Lessor:

Washoe County

3. Address of Lessor:

1001 East Ninth Street
Reno, Nevada 89512

4. Property contact:

William Wardell
775.785.8600 wwardell@washoecounty.us

5. Address of Lease property:

1001 East Ninth Street, Building C, 1st Floor
Reno, Nevada 89512

a. Square Footage:

☐ Rentable

☒ Usable 8,458

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
\$ -	180	\$0.00	November 1, 2018 - September 30, 2033	\$0.00
	180	\$0.00		

Increase %

c. Total Lease Consideration:

d. Option to renew:

☐ Yes ☐ No

Renewal terms:

e. Holdover notice:

of Days required

Holdover terms:

f. Term:

Fifteen (15) Years

g. Pass-thrus/CAM/Taxes

☒ Landlord ☐ Tenant

h. Utilities:

☒ Landlord ☐ Tenant

i. Janitorial:

☒ Landlord ☐ Tenant

j. Repairs:

Major: ☒ Landlord ☐ Tenant ☐ 3 day ☐ 5 day ☐ Rural 3 day ☐ Rural 5 day ☐ Other (see special notes)

k. Comparable Market Rate:

Minor: ☒ Landlord ☐ Tenant

l. Specific termination clause in lease:

\$1.68 - \$2.11 - Reno Area

Breach/Default lack of funding

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

3280

6. Purpose of the lease:

To house the Aging and Disability Services Division

7. 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 Expenses:

Moving: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

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GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET



Authorized Agency Signature

1/24/19

Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>EXEMPT</u>	Exp:	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License:	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
*If no, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO
*If no, please explain in exceptions section			
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T40283400</u>		

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Authorized Signature

Date

Public Works Division

//

For Board of Examiners

☒ YES

☐ NO

Steve Sisolak
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Patrick Cates
Director

Ward D. Patrick, PE
Administrator



PUBLIC WORKS DIVISION

Carson City Offices:

Public Works Section
515 E. Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 • Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 • Fax (775) 684-1821

Leasing Services Section
(775) 684-1815 • Fax (775) 684-1817

Las Vegas Offices:

Public Works Section
2300 McLeod Street
Las Vegas, Nevada 89104
(702) 486-5115 • Fax (702) 486-5094

Buildings & Grounds Section
2300 McLeod Street
Las Vegas, Nevada 89104
(702) 486-4300 • Fax (702) 486-4308

MEMORANDUM

Date: January 23, 2019

To: Bessie Woolridge, Budget Analyst

From: Leanne Lima, Leasing Services Manager
llima@admin.nv.gov (775) 684-1824

Subject: 1001 East Ninth Street, Building C, 1st Floor, Reno

As requested, this memo is a clarification for a retroactive start date of November 1, 2018 for the leases referenced above, which house the Aging and Disabilities Services Division.

The language within the lease indicates the lease will retroactively commence on November 1, 2018, with an expected approval date of December 18, 2018. Due to the unanticipated Board approval by the County this lease was delayed an extra month.

Thank You,

Leanne Lima

Leasing Services Manager

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by:	1/8/19 JH
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Health and Human Services Division of Welfare and Supportive Services 1470 College Parkway Carson City, Nevada 89706 Barbara Smith (775) 684-0652 Fax: (775) 684-0681 basmith@dwss.nv.gov				
Remarks:	This lease was negotiated to replace an interlocal agreement.				
Exceptions/Special notes:					
2. Name of Lessor:	Clark County				
3. Address of Lessor:	Clark County Real Property Management 500 South Grand Central Parkway, 4th Floor Las Vegas, Nevada 89155-1825				
4. Property contact:	Bob Tomiyasu Real Estate Administrator (702) 455-0110 Fax: (702) 455-5817 email: robert.tomiyasu@clarkcountynv.gov				
5. Address of Lease property:	3900 Cambridge, Suites 206, 207, 208, 209, and 210 Las Vegas, Nevada 89119				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 5,565				
b. Cost:	cost per month	# of months in time frame	cost over term	time frame	Approximate cost per square foot
	\$0.00	60	\$0.00	December 1, 2018 - November 30, 2023	\$0.00
c. Total Lease Consideration:		60	\$0.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 90 Renewal terms: One (1) identical term				
e. Holdover notice:	# of Days required 30 Holdover terms: 0% / 90 Days				
f. Term:	Five (5) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.05 - \$2.60 - Las Vegas / Henderson Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	3233				
6. Purpose of the lease:	To house the Division of Welfare and Supportive Services				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input checked="" type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00	Furnishings:	\$0.00	Data/Phones:	\$0.00

RECEIVED

JAN - 7 2019

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes ☒ No ☐ Dec Unit *ongoing project*

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Sta H Zsun *12/28/18*
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>Exempt</u>	Exp:		24
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	<u>T81026920</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Shad D. Patrick *1/4/19*
Authorized Signature Date
Public Works Division

☒ PS For Board of Examiners ☒ YES ☐ NO

Steve Sisolak
Governor



Patrick Cates
Director

Ward D. Patrick, PE
Administrator

Carson City Offices:
Public Works Section
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 | Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 | Fax (775) 684-1821

Leasing Services Section
(775) 684-1815 | Fax (775) 684-1817

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Public Works Division

Las Vegas Offices:
Public Works Section
2300 McLeod Street
Las Vegas, Nevada 89104-4136
(702) 486-5115 | Fax (702) 486-5094

Buildings & Grounds Section
(702) 486-4300 | Fax (702) 486-4308

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JAN 24 2019

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

MEMORANDUM

Date: January 24, 2019

To: Nikki Hovden

From: Patrick Smorra, Public Works Division, Leasing Services, 684-1818
psmorra@admin.nv.gov

Subject: For placement on February's BOE meeting

- 1) CLARK COUNTY – DHHS/DWSS – 3900 Cambridge, Suites 206-210, Las Vegas, Nevada 89119
- 2) This Lease Agreement is **RETROACTIVE** to December 1, 2018 due to Clark County's approval process taking from August 8, 2018 through December 18, 2018.

Thank you,

Patrick Smorra

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

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

STATEWIDE LEASE INFORMATION

1. Agency:	Nevada Physical Therapy Board 3291 North Buffalo Drive, Suite 100 Las Vegas, Nevada 89129 Charles Harvey 702.876.5535 Fax: 702.876.2097 pted@govmail.state.nv.us				
Remarks:	Leasing Services negotiated this relocation to better accommodate space needs for the Board and created a savings of \$16,330.59 over the term of the lease.				
Exceptions/Special notes:					
2. Name of Lessor:	Cheyenne Corporate Center, LLC				
3. Address of Lessor:	21860 Burbank Boulevard, Suite 300 South Woodland Hills, California 91367				
4. Property contact:	CBRE, Inc. 3993 Howard Hughes Parkway, Suite 700 Las Vegas, Nevada 89169 Sholanda Hughes 702.369.4854 Fax: 702.794.0144 shalonda.hughes@cbre.com				
5. Address of Lease property:	3291 North Buffalo Drive, Suite 100 Las Vegas, Nevada 89129				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 1,490				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$ 2,980.00	1	\$2,980.00	March 1, 2019 - March 31, 2019	\$2.00
	\$ -	1	\$0.00	April 1, 2019 - April 30, 2019	\$0.00
	\$ 2,980.00	10	\$29,800.00	May 1, 2019 - February 29, 2020	\$2.00
3%	\$ 3,069.40	1	\$3,069.40	March 1, 2020 - March 31, 2020	\$2.06
	\$ -	1	\$0.00	April 1, 2020 - April 30, 2020	\$0.00
3%	\$ 3,069.40	10	\$30,694.00	May 1, 2020 - February 28, 2021	\$2.06
	\$ -	1	\$0.00	March 1, 2021 - March 31, 2021	\$0.00
3%	\$ 3,161.28	11	\$34,774.08	April 1, 2021 - February 28, 2022	\$2.12
	\$ -	1	\$0.00	March 1, 2022 - March 31, 2022	\$0.00
3%	\$ 3,256.89	11	\$35,825.79	April 1, 2022 - February 28, 2023	\$2.19
	\$ -	1	\$0.00	March 1, 2023 - March 31, 2023	\$0.00
3%	\$ 3,353.74	11	\$36,891.14	April 1, 2023 - February 29, 2024	\$2.25
c. Total Lease Consideration:	60		\$174,034.41		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9 Mo. Renewal terms:	One Identical Term	
e. Holdover notice:	# of Days required 30		Holdover terms:	5%/90	
f. Term:	Five (5) Years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$1.84 - \$2.42 - Las Vegas / Henderson Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	B023				
6. Purpose of the lease:	To house the Physical Therapy Board				
7. This lease constitutes:	<input type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input checked="" type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Expenses:	Moving: \$2,250.00		Furnishings: \$0.00	Data/Phones: \$2,100.00	

RECEIVED

JAN - 8 2019

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET


Authorized Agency Signature

11/13/18
Date



For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20171594552</u>	Exp:	<u>9/30/2019</u>	
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"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>TBD</u>			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO


Authorized Signature
Public Works Division

1-8-19
Date

For Board of Examiners ☒ YES ☐ NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <i>APR</i>	12/18/18
Reviewed by: <i>[Signature]</i>	12/20/18
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Office of Criminal Justice Assistance 555 Wright Way Carson City, Nevada 89701 Charlene Boegle 775.684.4698 Fax: 775.684.4809 c.boegle@dps.state.nv.us				
Remarks:	This is a renewal of an existing lease.				
Exceptions/Special notes:					
2. Name of Lessor:	Whitecross Limited Partnership				
3. Address of Lessor:	c/o John Uhart Commercial Real Estate Services 301 West Washington Street, Suite 1 Carson City, Nevada 89703				
4. Property contact:	John Uhart 775.884.1896 Fax: 775.884.4896 jfuhart@ccim.net				
5. Address of Lease property:	1535 A Hot Springs Road, Suite 10 Carson City, Nevada 89706				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,885				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$ 2,505.70	12	\$30,068.40	July 1, 2019 - June 30, 2020	\$1.33
0%	\$ 2,505.70	12	\$30,068.40	July 1, 2020 - June 30, 2021	\$1.33
4%	\$ 2,605.92	12	\$31,271.04	July 1, 2021 - June 30, 2022	\$1.38
0%	\$ 2,605.92	12	\$31,271.04	July 1, 2022 - June 30, 2023	\$1.38
2%	\$ 2,658.04	12	\$31,896.48	July 1, 2023 - June 30, 2024	\$1.41
c. Total Lease Consideration:		60	\$154,575.36		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms:	One Identical Term
e. Holdover notice:	# of Days required		30	Holdover terms:	5%/90
f. Term:	Five (5) Years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$1.68 - \$2.03 - Carson City Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4736				
6. Purpose of the lease:	To house the Criminal Justice Assistance office				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Expenses:	Moving: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00				

RECEIVED RECEIVED

NOV 28 2018 DEC 11 2018


GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

 11.26.18
Authorized Agency Signature Date

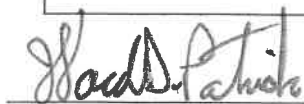
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19961041819	Exp:	3/31/2019	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input checked="" type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
g. State of Nevada Vendor number:	T32002685			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

 11/27/18
Authorized Signature Date
Public Works Division

W
PS
For Board of Examiners ☒ YES ☐ NO

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation.

For Budget Division Use Only	
Reviewed by: <i>Approved</i>	12/18/18
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Nevada Highway Patrol 555 Wright Way Carson City, Nevada 89711 Charlene Boegle 775.684.4698 Fax: 775.684.4809 c.boegle@dps.state.nv.us				
Remarks:	This is a renewal of an existing lease				
Exceptions/Special notes:					
2. Name of Lessor:	Jean Development Company, LLC ✓				
3. Address of Lessor:	PO Box 19278 Jean, Nevada 89019				
4. Property contact:	Max Smilow 702.477.5000 msmilow@jettgaming.com				
5. Address of Lease property:	22680 Las Vegas South, Jean, Nevada 89019 ✓				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 2,250 ✓				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$ 1.00	120	\$120.00	February 1, 2019 - January 31, 2029	
c. Total Lease Consideration:		120	\$120.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Renewal terms: 90 Day Notice				
e. Holdover notice:	# of Days required n/a Holdover terms: Month to Month				
f. Term:	Ten (10) Years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	Not Available - Rural Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4713				
6. Purpose of the lease:	To house the Nevada Highway Patrol				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Expenses:	Moving: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00				

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DEC 05 2018

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

L. Hartono 11/28/18
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20071351043	Exp:	12/31/2018	6
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"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

David D. Patrick 12/4/18
Authorized Signature Date
Public Works Division

For Board of Examiners ☒ YES ☐ NO

Steve Sisolak
Governor



Patrick Cates
Director

Ward D. Patrick, PE
Administrator

Carson City Offices:
Public Works Section
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 | Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 | Fax (775) 684-1821

Leasing Services Section
(775) 684-1815 | Fax (775) 684-1817

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Public Works Division

Las Vegas Offices:
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2300 McLeod Street
Las Vegas, Nevada 89104-4136
(702) 486-5115 | Fax (702) 486-5094

Buildings & Grounds Section
(702) 486-4300 | Fax (702) 486-4308

RECEIVED

JAN 25 2019

MEMORANDUM

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Date: January 25, 2019

To: Jim Rodriguez

From: Patrick Smorra, Public Works Division, Leasing Services, 684-1818
psmorra@admin.nv.gov

Subject: For placement on February's BOE meeting

- 1) JEAN DEVELOPMENT COMPANY, LLC – DPS/NHP – 22680 Las Vegas South, Jean, Nevada
- 2) This Lease Agreement is **RETROACTIVE** to February 1, 2019 due DPS transferring responsibility of lease agreement negotiations and preparation to the Leasing Services Section. Lessor opted to hire a management company to negotiate a new lease causing the negotiation process to cease and reset. The Lease Agreement was delivered to the Jean Development City of Las Vegas on November 14, 2018, reviewed, approved, and returned to Leasing Services on November 26, 2018.

Thank you,

Patrick Smorra

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety, Nevada Highway Patrol 555 Wright Way Carson City, Nevada 89711 Melissa Carr (775) 684-4593 Fax: (775) 684-4809 email: mcarr@dps.state.nv.us				
Remarks:	Leasing Services negotiated this lease to include full service in lieu of a modified lease. This renewal created a savings of \$12,672.00.				
Exceptions/Special notes:	This Lease may be terminated by either Party, with or without cause, by giving 90 days prior written notice to the other Party.				
2. Name of Lessor:	City of Las Vegas				
3. Address of Lessor:	333 North Rancho Drive, 8th Floor Las Vegas, Nevada 89106				
4. Property contact:	Teresa Boyce (702) 229-1022 Fax: (702) 464-2522 email: tboyce@lasvegasnevada.gov				
5. Address of Lease property:	9043 Ackerman Avenue Las Vegas, Nevada 89143				
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 1,440 -				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$ 2,400.00	12	\$28,800.00	October 1, 2018 - September 30, 2019	\$1.67
0.00%	\$ 2,400.00	12	\$28,800.00	October 1, 2019 - September 30, 2020	\$1.67
0.00%	\$ 2,400.00	12	\$28,800.00	October 1, 2020 - September 30, 2021	\$1.67
0.00%	\$ 2,400.00	12	\$28,800.00	October 1, 2021 - September 30, 2022	\$1.67
0.00%	\$ 2,400.00	12	\$28,800.00	October 1, 2022 - September 30, 2023	\$1.67
c. Total Lease Consideration:	60		\$144,000.00		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		90	Renewal terms: One (1) identical term	
e. Holdover notice:	# of Days required		30	Holdover terms: 5% / 90	
f. Term:	Five (5) years				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$2.05 - \$2.60 - Las Vegas / Henderson Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4713				
6. Purpose of the lease:	To house the Nevada Highway Patrol, Indian Springs substation				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00		Furnishings:	\$0.00	
			Data/Phones:	\$0.00	

RECEIVED
 DEC 11 2018
 GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION
 NOV 28 2018
 GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

DA. O. R. P. 11/27/18
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	Exempt	Exp:							6
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		LLC	<input type="checkbox"/>	INC	<input type="checkbox"/>	CORP	<input type="checkbox"/>	LP	<input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:		<input checked="" type="checkbox"/> YES						<input type="checkbox"/> NO	
*If yes, please explain in exceptions section									
d. Is the Contractors Name the same as the Legal Entity Name?		<input checked="" type="checkbox"/> YES						<input type="checkbox"/> NO	
*If no, please explain in exceptions section									
e. Does the Contractor have a current Nevada State Business License (SBL)?		<input type="checkbox"/> YES						<input checked="" type="checkbox"/> NO	
*If no, please explain in exceptions section									
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States		<input checked="" type="checkbox"/> YES						<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T40277602</u>								

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Shawn D. Patrick 11/27/18
Authorized Signature Date
Public Works Division

WPS
For Board of Examiners ☒ YES ☐ NO

Steve Sisolak
Governor



Patrick Cates
Director

Ward D. Patrick, PE
Administrator

Carson City Offices:
Public Works Section
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
(775) 684-4141 | Fax (775) 684-4142

Buildings & Grounds Section
(775) 684-1800 | Fax (775) 684-1821

Leasing Services Section
(775) 684-1815 | Fax (775) 684-1817

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Public Works Division

Las Vegas Offices:
Public Works Section
2300 McLeod Street
Las Vegas, Nevada 89104-4136
(702) 486-5115 | Fax (702) 486-5094

Buildings & Grounds Section
(702) 486-4300 | Fax (702) 486-4308

RECEIVED

JAN 25 2019

MEMORANDUM

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Date: January 25, 2019

To: Jim Rodriguez

From: Patrick Smorra, Public Works Division, Leasing Services, 684-1818
psmorra@admin.nv.gov

Subject: For placement on February's BOE meeting

- 1) CITY OF LAS VEGAS – DPS/NHP – 9043 Ackerman Avenue, Las Vegas, Nevada
- 2) This Lease Agreement is **RETROACTIVE** to October 1, 2018 due to prolonged negotiations with the City of Las Vegas Deputy City Attorney regarding agreed upon language in the Lease Agreement and necessary approval required by the City of Las Vegas Board. The Lease Agreement was delivered to the City of Las Vegas on August 2, 2018, reviewed and approved by their Council, and returned to Leasing Services on November 15, 2018.

Thank you,

Patrick Smorra

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	1-14-19
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Nevada Highway Patrol Division 555 Wright Way Carson City, Nevada 89711 Charlene Boegle Phone: (775) 684-4698 Fax: (775) 684-4809 Email: c.boegle@dps.state.nv.us				
Remarks:	Leasing Services negotiated this lease renewal for an additional four (4) years with a retroactive start date December 1, 2018 due to negotiations and Carson City Board approval.				
Exceptions/Special notes:	With an ending date of June 30, 2022 to coincide with the State of Nevada's fiscal year.				
2. Name of Lessor:	Carson City Sheriff's Office				
3. Address of Lessor:	911 East Musser Street Carson City, Nevada 89701				
4. Property contact:	Jerome Tushbant Phone: (775) 283-7803 Email: jtushbant@carson.org				
5. Address of Lease property:	911 East Musser Street Carson City, Nevada 89701				
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 2,330				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot
Increase %	\$2,563.00	12	\$30,756.00	December 1, 2018 - November 30, 2019	\$1.10
5%	\$2,679.50	7	\$18,756.50	December 1, 2019 - June 30, 2020	\$1.15
4%	\$2,796.00	12	\$33,552.00	July 1, 2020 - June 30, 2021	\$1.20
4%	\$2,912.50	12	\$34,950.00	July 1, 2021 - June 30, 2022	\$1.25
c. Total Lease Consideration:		43	\$118,014.50		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 180 Renewal terms: One Identical Term				
e. Holdover notice:	# of Days required n/a Holdover terms: month to month				
f. Term:	Three (3) years, seven (7) months				
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)				
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Comparable Market Rate:	\$1.68 - \$2.03 - Carson City Area				
l. Specific termination clause in lease:	Breach/Default lack of funding				
m. Lease will be paid for by Agency Budget Account Number:	4713				
6. Purpose of the lease:	To house the Nevada Highway Patrol Division				
7. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires a remark) <input type="checkbox"/> A relocation (requires a remark) <input type="checkbox"/> A new location (requires a remark) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other				
a. Estimated Moving Expenses:	\$0.00	Furnishings:	\$0.00	Data/Phones:	\$0.00

RECEIVED

JAN - 8 2019


GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes _____ No _____ Dec Unit _____

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

 1/7/19
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	N/A	Exp:		20
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T80990941			

9. Compliance with NRS 331.110, Section 1, Paragraph 2:

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 1-8-19
Authorized Signature Date
Public Works Division

 ^{BM}
For Board of Examiners ☒ YES ☐ NO

Steve Sisolak
Governor



Patrick Cates
Director

Ward D. Patrick, PE
Administrator

Carson City Offices:
Public Works Section
515 East Musser Street, Suite 102
Carson City, Nevada 89701-4263
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Buildings & Grounds Section
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Leasing Services Section
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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Public Works Division

Las Vegas Offices:
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2300 McLeod Street
Las Vegas, Nevada 89104-4136
(702) 486-5115 | Fax (702) 486-5094

Buildings & Grounds Section
(702) 486-4300 | Fax (702) 486-4308

MEMORANDUM

Date: January 28, 2019

To: Jim Rodriguez

From: Patrick Smorra, Public Works Division, Leasing Services, 684-1818
psmorra@admin.nv.gov

Subject: For placement on February's BOE meeting

- 1) CARSON CITY SHERIFF'S OFFICE – DPS/NHP – 911 East Musser, Carson City, Nevada 89701
- 2) This Lease Agreement is **RETROACTIVE** TO December 1, 2018 due to the Carson City Sheriff's Office needing Carson City Board approval. The Lease Agreement was delivered to the Sheriff's Office on August 7, 2018, reviewed, approved by the Board, and returned to Leasing Services on January 2, 2019.

Thank you,

Patrick Smorra

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	018	GOVERNOR'S OFFICE - OFFICE OF WORKFORCE INNOVATION	BOARD OF REGENTS - NEVADA SYSTEM OF HIGHER EDUCATION OBO - COLLEGE OF SOUTHERN NEVADA	FEDERAL	\$310,000	
	Contract Description:	This is a new interlocal agreement to provide support for the expansion of registered apprenticeship programs.				
		Term of Contract:	01/08/2019 - 06/30/2020	Contract # 21439		
2.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	EIKELBERGER AWNING & DRAPERY, INC.	OTHER: BUILDINGS AND GROUNDS - BUILDING RENT INCOME REVENUE	\$100,000	
	Contract Description:	This is the third amendment to the original contract which manufacturers, installs and or repairs window dressing in state-owned buildings in northern Nevada. This amendment increases the maximum amount from \$90,000 to \$190,000 due to higher than anticipated need for services.				
		Term of Contract:	04/01/2016 - 03/30/2020	Contract # 17401		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ROSEVILLE TERMITE AND PEST CONTROL DBA ADVANCE INTEGRATED PEST MANAGEMENT	OTHER: BUILDINGS AND GROUNDS - BUILDING RENT INCOME REVENUE	\$124,968	
	Contract Description:	This is the first amendment to the original contract which provides weed control for the state-owned buildings in northern Nevada. This amendment increases the maximum amount from \$49,900 to \$174,868.33 due to the demand for services exceeding the original estimate.				
		Term of Contract:	08/31/2017 - 08/31/2021	Contract # 19122		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - CCSN - NON-EXEC	SH ARCHITECTURE	BONDS 77% OTHER: AGENCY FUNDS 23%	\$65,400	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the College of Southern Nevada Health and Sciences Building Advance Planning CIP project, to include full schematic, development and construction documents for all structures, site work, landscaping, built-in equipment and furnishings: CIP Project: 17-P07; SPWD Contract No. 111546. This amendment increases the maximum amount from \$2,666,691 to \$2,732,091 to add an acoustical engineer consultant to the project design team, furniture fixtures and equipment services, an Audio Visual consultant and Critical Path Scheduling services needed to complete the project.				
		Term of Contract:	12/12/2017 - 06/30/2021	Contract # 19434		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	BROWN AND CALDWELL	BONDS	\$159,351	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural and engineering services for the Humboldt Conservation Camp Water Supply Nitrate Treatment CIP project to include pre-design engineering service for nitrate management in the potable and wastewater systems for the camp: CIP Project 17-M04; SPWD Contract No. 111386. This amendment increases the maximum amount from \$41,150 to \$200,501 due to the additional draft design, construction, bid and surveying documents to complete the project.				
	Term of Contract:	09/18/2017 - 06/30/2021	Contract # 19250			
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - STATEWIDE CIP PROJECTS - NON-EXEC	ARRINGTON WATKINS ARCHITECTS, LLC	BONDS	\$35,250	
	Contract Description:	This is the second amendment to the original contract which provides professional architectural and engineering services for the Southern Desert Correctional Center Advance Planning CIP project, to include advance planning through construction documents and plans examination for two prototypical "T" style housing units: CIP Project No. 17-P06; SPWD Contract No. 111379. This amendment increases the maximum amount from \$1,130,363 to \$1,165,613 due to the need for additional services for the Waste Water Treatment, kitchen, laundry and warehouse.				
	Term of Contract:	11/14/2017 - 06/30/2021	Contract # 19351			
7.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING	PERISCOPE INTERMEDIATE CORPORATION	OTHER: INTERNAL SERVICE FUNDS	\$1,125,958	Exempt
	Contract Description:	This is the second amendment to the original contract which provides a single solution for the procurement and purchasing business processes, Nevada EPro. This amendment increases the maximum amount of the contract from \$5,955,265 to \$7,081,222.80 to include support for the rollout of Nevada EPro to nine departments, as well as additional funding to be processed through the documented change order process for the system rollout to additional departments and/or local political subdivisions as needed.				
	Term of Contract:	07/05/2017 - 04/11/2024	Contract # 18842			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	300	DEPARTMENT OF EDUCATION - EDUCATOR EFFECTIVENESS	ACS VENTURES, LLC DBA PMB 433	GENERAL	\$60,000	
	Contract Description:	This is the first amendment to the original contract which provides ongoing outcome-based evaluations for the Zoom, Victory School, Read by Grade Three, Underperforming Schools Turnaround, Social Worker Grants to Schools, Nevada Ready 21 Technology, and Great Teaching and Leading programs. This amendment will increase the maximum amount from \$420,000 to \$480,000 due to the addition of the evaluations mandated by Senate Bill 178.				
	Term of Contract:	07/01/2017 - 06/30/2019	Contract # 19478			
9.	300	DEPARTMENT OF EDUCATION - ASSESSMENTS AND ACCOUNTABILITY	EMETRIC, LLC	FEDERAL	\$120,000	
	Contract Description:	This is the second amendment to the original contract which provides ongoing maintenance, support and enhancement to the state's Longitudinal Data System called the Student Accountability Information Network. This amendment increases the maximum \$3,752,380 to \$3,872,380 and modifies the scope of work to include additional enhancements to the system.				
	Term of Contract:	10/01/2017 - 09/30/2021	Contract # 19139			
10.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - STATE LIBRARY	HEADED2, LLC	FEDERAL	\$199,955	
	Contract Description:	This is a new contract to provide for the annual maintenance and subscription cost of the career information database to be accessed at local libraries.				
	Term of Contract:	04/01/2019 - 03/31/2020	Contract # 21351			
11.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - INDIGENT HOSPITAL CARE	NEVADA ASSOCIATION OF COUNTIES	OTHER: AD VALOREM TAX	\$140,000	Exempt
	Contract Description:	This is a new interlocal agreement that continues program administration on behalf of the Board of Trustees of the Fund for Hospital Care for Indigent Persons.				
	Term of Contract:	07/01/2019 - 06/30/2021	Contract # 21409			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES – SENIOR RX AND DISABILITY RX	FIRST HEALTH LIFE & HEALTH INSURANCE COMPANY	OTHER: HEALTHY NEVADA FUNDS	\$73,980	Exempt
	Contract Description:	This is a new contract to provide ongoing State Pharmaceutical Assistance Program, known as Senior Rx and Disability Rx, that subsidizes monthly premiums on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.				
	Term of Contract:	03/10/2019 - 03/09/2021	Contract # 21373			
13.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES – SENIOR RX AND DISABILITY RX	UNITED HEALTHCARE INSURANCE COMPANY	OTHER: HEALTHY NEVADA FUNDS	\$345,125	Exempt
	Contract Description:	This is a new contract to provide ongoing State Pharmaceutical Assistance Program, known as Senior Rx and Disability Rx, that subsidizes monthly premiums on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.				
	Term of Contract:	03/10/2019 - 03/09/2021	Contract # 21416			
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - INTER - GOVERNMENTAL TRANSFER PROGRAM	LYON COUNTY SCHOOL DISTRICT	OTHER: INTER - GOVERNMENTAL TRANSFER	\$1,775,000	
	Contract Description:	This is a new revenue interlocal agreement that continues the ongoing receipt of non-federal share for school based Medicaid services, medical screening, and diagnostic services for children who are Nevada Medicaid/Check Up eligible.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21206			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	CLARK COUNTY DEPARTMENT OF FAMILY SERVICES	FEDERAL	\$2,807,546	
	Contract Description:	This is a new interlocal agreement that continues the ability to obtain and pass through federal Title XIX and Title XXI funding for Targeted Case Management and administrative services to eligible recipients in accordance with the State of Nevada Medicaid State Plan and the Nevada Medicaid Services Manual.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21075		
16.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA CHECK-UP PROGRAM	DEPARTMENT OF PUBLIC & BEHAVIORAL HEALTH IMMUNIZATIONS PROGRAM	FEDERAL	\$793,691	
	Contract Description:	This is the third amendment to the original interlocal agreement which provides vaccines purchased for Nevada Check Up recipients. This amendment increases the maximum amount from \$13,891,842 to \$14,685,533 due to the increase in need.				
		Term of Contract:	07/01/2013 - 06/30/2021	Contract # 14228		
17.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	BOULDER CITY FIRE DEPARTMENT	FEDERAL	\$1,564,203	
	Contract Description:	This is a new interlocal agreement to provide certified public expenditure reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.				
		Term of Contract:	10/01/2015 - 06/30/2022	Contract # 21218		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
18.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	STOREY COUNTY FIRE PROTECTION DISTRICT	FEDERAL	\$811,474	
	Contract Description:	This is a new interlocal agreement to provide certified public expenditure reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.				
	Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21105			
19.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	BOARD OF REGENTS - NEVADA SYSTEM OF HIGHER EDUCATION OBO -UNIVERSITY OF NEVADA, RENO	FEDERAL	\$175,000	
	Contract Description:	This is a new interlocal agreement to evaluate the effectiveness of the Nevada Second Chance Act Strategic Recidivism Reduction Plan grant goals.				
	Term of Contract:	10/01/2018 - 12/31/2019	Contract # 21369			
20.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	CLARK COUNTY SCHOOL DISTRICT	FEDERAL	\$226,356	
	Contract Description:	This is a new interlocal agreement that provides ongoing educational and/or vocational services to youthful offenders incarcerated at High Desert State Prison to obtain a High School Equivalency or High School Diploma and successfully reintegrate into the community.				
	Term of Contract:	07/01/2018 - 09/30/2019	Contract # 21393			
21.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	PERSHING COUNTY SCHOOL DISTRICT	FEDERAL	\$60,341	
	Contract Description:	This is a new interlocal agreement that provides ongoing educational and/or vocational services to youthful offenders incarcerated at Lovelock Correctional Center to obtain a High School Equivalency or High School Diploma and successfully reintegrate into the community.				
	Term of Contract:	07/01/2018 - 09/30/2019	Contract # 21392			
22.	550	DEPARTMENT OF AGRICULTURE - COMMODITY FOODS DISTRIBUTION PROGRAM	REDDY ICE CORPORATION DBA LAS VEGAS COLD STORAGE	FEDERAL	\$166,250	
	Contract Description:	This is the first amendment to the original contract which provides ongoing cold storage services in the Las Vegas area for fresh and frozen commodity foods. This amendment increases the maximum amount from \$33,750 to \$200,000 due to the continued need for these services.				
	Term of Contract:	10/16/2018 - 10/15/2022	Contract # 21080			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
23.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY GRANTS ACCOUNT	ITERIS, INC.	FEDERAL	\$230,500	Sole Source
	Contract Description:	This is the first amendment to the original contract which provides project management, system architecture and commercial vehicle information exchange window hosting for Nevada's Commercial Vehicle Information Systems and Networks. This amendment increases the maximum amount from \$190,141 to \$420,641 and extends the termination date from March 31, 2019 to March 31, 2021 due to changes the scope of work to add new Inspect software and related services.				
	Term of Contract:	03/14/2017 - 03/31/2021	Contract # 18425			
24.	655	DEPARTMENT OF PUBLIC SAFETY - CENTRAL REPOSITORY FOR NEVADA RECORDS OF CRIMINAL HISTORY	MANAGEMENT TECHNOLOGY GROUP, LLC DBA MTG MANAGEMENT CONSULTANTS	OTHER: AGENCY REVENUES	\$362,568	Sole Source
	Contract Description:	This is the first amendment to the original contract which provides professional consulting services to update the agency's Needs Assessment for Computerized Criminal History and Related Systems originally completed in May 2012. This amendment increases the maximum amount from \$474,597 to \$862,568 due to changes in the scope of work to align deliverables with the project needs as identified.				
	Term of Contract:	04/10/2018 - 06/30/2022	Contract # 19812			
25.	702	DEPARTMENT OF WILDLIFE - CONSERVATION EDUCATION	JOHN FROMMER DBA JOHN MULL'S MEAT & DEER PROCESSING	FEE: SPORTSMEN REVENUE 50% FEDERAL 50%	\$80,000	
	Contract Description:	This is a new contract to provide ongoing catering services to volunteer instructors at training and award presentations.				
	Term of Contract:	Upon Approval - 02/28/2023	Contract # 21321			
26.	702	DEPARTMENT OF WILDLIFE - LAW ENFORCEMENT	CLARK COUNTY	OTHER: REVENUE CONTRACT	\$400,000	
	Contract Description:	This is a new revenue interlocal agreement to provide for the administration of the Boating Safety and Facilities Grant program on behalf of Clark County.				
	Term of Contract:	Upon Approval - 11/30/2023	Contract # 21003			
27.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	EAGLE COPTERS MAINTENANCE, LTD.	FEE: SPORTSMEN REVENUE	\$400,000	
	Contract Description:	This is a new contract to provide ongoing helicopter maintenance (excluding engines).				
	Term of Contract:	02/13/2019 - 02/28/2023	Contract # 21398			

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	AUTOMATED TEMPERATURE CONTROLS, INC.	GENERAL	\$91,472	Sole Source
	Contract Description:	This is a new contract to provide upgrades to the building security control systems at the Sierra Front Interagency Dispatch Center and the Elko Interagency Dispatch Center.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 21387		
29.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	D.G. HAND CONSTRUCTION COMPANY	GENERAL	\$78,693	
	Contract Description:	This is a new contract for maintenance at the Western Region Headquarters facility.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 21435		
30.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - CONSERVATION CAMPS	PEARSON BROTHERS CONSTRUCTION COMPANY	GENERAL	\$97,450	
	Contract Description:	This is a new contract for maintenance work at the Tonopah Camp facility.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 21436		
31.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS – NEVADA SYSTEM OF HIGHER EDUCATION OBO - COLLEGE OF SOUTHERN NEVADA	GENERAL 21.3% FEDERAL 78.7%	\$89,760	Exempt
	Contract Description:	This is the second amendment to the original interlocal contract to provide SoftSkills training for eligible clients of the Bureau of Vocational Rehabilitation and Bureau of Services to the Blind and Visually Impaired on soft work skills to enhance client's efforts in search of jobs and maintaining a job. This amendment increases the maximum amount from \$89,980 to \$179,740 due to a change in internal policy that requires mandatory attendance by all clients which increases the number of training classes offered each year.				
		Term of Contract:	03/27/2017 - 06/30/2021	Contract # 18483		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	920	DEFERRED COMPENSATION COMMITTEE	SEGAL ADVISORS, INC. DBA SEGAL MARCO ADVISORS	OTHER: VENDOR REIMBURSEMENTS	\$123,125	
	Contract Description:	This is the fourth amendment to the original contract which provides ongoing investment consulting services including quarterly investment performance reviews, capital market research, fund searches and recommendations, board member and staff education on economic and capital market environment, a compliance audit, plan administration assistance and development and advice on plan provider requests for proposal. This amendment extends the termination date from March 31, 2019 to June 30, 2020 and increases the maximum amount from \$536,000 to \$659,125 but decreases Attachment CC (Scope of Work -Provider RFP Search) from \$65,000 to \$45,000.				
	Term of Contract:	04/09/2013 - 06/30/2020		Contract # 14100		
33.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	AMERICAN HEALTH HOLDING, INC.	OTHER: PREMIUM AND SUBSIDY INCOME	\$8,000,000	
	Contract Description:	This is a new contract to provide utilization management and case management services for participants of the Public Employees' Benefits Program.				
	Term of Contract:	Upon Approval - 06/30/2023		Contract # 21376		
34.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	AON CONSULTING, INC.	OTHER: PREMIUM REVENUE AND STATE SUBSIDY	(\$123,415)	
	Contract Description:	This is the second amendment to the original contract for actuarial services. This amendment corrects the original maximum amount of the contract from \$3,500,000 to \$4,132,442, and reduces the corrected maximum amount of the contract from \$4,132,442 to \$3,376,585. The overall decreased amount of \$123,415 is due to correcting the original contract maximum from a 5 year proposed amount to a 6 year proposed amount to align the contract term and a reduction of rates effective January 1, 2019. This amendment also adds Attachment GG, Fee Schedule to correct and reduce rates through the end of the contract term.				
	Term of Contract:	07/01/2016 - 06/30/2022		Contract # 17596		
35.	007	LICENSING BOARDS AND COMMISSIONS - DENTAL EXAMINERS	LEE A. DRIZIN, CHTD	FEE: LICENSING	\$80,000	Professional Service
	Contract Description:	This is the first amendment to the original contract for outside legal counsel. This amendment increases the maximum amount from \$70,000 to \$150,000 to provide additional services for a case on appeal with the Nevada Supreme Court and additional litigation services in a case in the Clark County District Court.				
	Term of Contract:	07/01/2018 - 06/30/2019		Contract # 21042		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
36.	026	LICENSING BOARDS AND COMMISSIONS - OSTEOPATHIC MEDICINE	LOUIS LING	FEE: LICENSURE	\$127,000	Professional Service
	Contract Description:	This is the first amendment to the original contract for legal services for the Board, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice. The amendment extends the termination date of the contract until August 31, 2022 and increases the amount maximum from \$48,000 to \$175,000 due to the continued need for these services.				
		Term of Contract:	09/01/2017 - 08/31/2022	Contract # 18966		

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: **21439**Agency Name: **OFFICE OF WORKFORCE INNOVATION**Agency Code: **018**Appropriation Unit: **1004-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-CSN**Contractor Name: **BOARD OF REGENTS-CSN**Address: **3200 E. CHEYENNE AVE**City/State/Zip: **NORTH LAS VEGAS, NV 89030**Contact/Phone: **702-651-5944**Vendor No.: **D35000800**NV Business ID: **GOVERNMENTAL ENTITY**To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? 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 #: **ASD 2831272**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2019**Anticipated BOE meeting date **02/2019**Retroactive? **Yes**

If "Yes", please explain

The retro request is required in order for CSN to process and utilize funds for student enrollment and tuition charges for the Spring 2019 semester.3. Termination Date: **06/30/2020**Contract term: **1 year and 173 days**4. Type of contract: **Interlocal Agreement**Contract description: **Nevada Apprentiship**

5. Purpose of contract:

This is a new interlocal agreement to provide support for the expansion of registered apprenticeship programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$310,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

OWINN is tasked with scaling and expanding registered apprenticeship in high-demand, high-growth fields. The funds payable under this contract will seek to support the expansion of registered apprenticeships in 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

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?

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Ansara Martino, Program Administrator Ph: 702-486-8080

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	01/08/2019 11:53:32 AM
Division Approval	ssands	01/08/2019 11:53:34 AM
Department Approval	ssands	01/08/2019 11:53:37 AM
Contract Manager Approval	ssands	01/08/2019 12:01:49 PM
Budget Analyst Approval	tgreenam	01/09/2019 12:54:29 PM
BOE Agenda Approval	tgreenam	01/09/2019 12:54:31 PM
BOE Final Approval	Pending	

MEMORANDUM

Date: January 7, 2019

To: Tiffany Greenameyer, Executive Branch Budget Officer
Governor's Finance Office – Budget Division

From: Manny Lamarre, Executive Director
OWINN *Manny Lamarre*

SUBJECT: Retroactive Contract

The Governor's Office of Workforce Innovation for a New Nevada (OWINN) respectfully requests approval of the attached contract with Board of Regents, Nevada System of Higher Education (NSHE) DBA College of Southern Nevada (CSN) retroactive to January 8, 2019.

The funds from this contract will be used to fund Registered Apprentices' tuition and related expenses during CSN's Spring 2019, Summer 2019, Fall 2019, and Spring 2020 semesters. The backdate request to approve a contract effective date of January 8, 2019 is required in order for CSN to process and utilize funds for student enrollment and tuition charges for the Spring 2019 semester.

Thank you and I would be happy to answer any additional questions that you may have.

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: **17401**Amendment
Number: **3**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Legal Entity
Name: **EIKELBERGER AWNING & DRAPERY,
Inc.**Agency Code: **082**Contractor Name: **EIKELBERGER AWNING & DRAPERY,
Inc.**Appropriation Unit: **1349-12**Address: **1903 HYMER AVE**Is budget authority
available?: **Yes**City/State/Zip **SPARKS, NV 89431-5539**

If "No" please explain: Not Applicable

Contact/Phone: **Chris Eikelberger 775-358-1903**Vendor No.: **T80112468**NV Business ID: **NV20081356503**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? 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 % B&G Building Rent Income Revenue

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **04/01/2016**
Examiner's approval?

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **03/30/2020**

Termination Date:

Contract term: **3 years and 364 days**4. Type of contract: **Contract**Contract description: **Window Dressings**

5. Purpose of contract:

This is the third amendment to the original contract which manufacturers, installs and or repairs window dressing in state-owned building in northern Nevada. This amendment increases the maximum amount from \$90,000 to \$190,000 due to higher than anticipated need for services.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$40,000.00	\$40,000.00	\$40,000.00	Yes - Info
a. Amendment 1:	\$25,000.00	\$25,000.00	\$65,000.00	Yes - Action
b. Amendment 2:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
2. Amount of current amendment (#3):	\$100,000.00	\$100,000.00	\$125,000.00	Yes - Action
3. New maximum contract amount:	\$190,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Many state office building windows are not a standard size, so blinds and draperies need to be custom made.

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

The agency lacks sufficient manpower and training 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?

This is one of multiple contractors for window coverings services on file. Per SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 12/16/2015 Anticipated re-bid date: 12/16/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

01/15/1999 to present, for Buildings and Grounds, service is satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	12/17/2018 08:55:13 AM
Division Approval	ssands	12/17/2018 08:55:18 AM
Department Approval	ssands	12/17/2018 08:55:27 AM
Contract Manager Approval	ssands	12/19/2018 10:03:49 AM
Budget Analyst Approval	mmoren1	12/20/2018 11:09:30 AM
BOE Agenda Approval	hfield	12/23/2018 13:25:20 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: **19122** Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **ROSEVILLE TERMINE AND PEST CONTROL**

Agency Code: **082** Contractor Name: **ROSEVILLE TERMITE AND PEST CONTROL DBA ADVANCE INTEGRATED PEST MA**

Appropriation Unit: **1349-12** Address: **155 E GLENDALE AVENUE #11**

Is budget authority available?: **Yes** City/State/Zip: **SPARKS, NV 89431**

If "No" please explain: Not Applicable Contact/Phone: 800-655-3993

Vendor No.: T32001814

NV Business ID: NV20101149905

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % B&G Building Rent Income Revenue

Agency Reference #: ASD2586466

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/31/2017**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **08/31/2021**Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **WEED CONTROL**

5. Purpose of contract:

This is the first amendment to the original contract which provides weed control for the state-owned buildings in northern Nevada. This amendment increases the maximum amount from \$49,900 to \$174,868.33 due to the demand for services exceeding the original estimate.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,900.00	\$49,900.00	\$49,900.00	Yes - Info
2. Amount of current amendment (#1):	\$124,968.33	\$124,968.33	\$174,868.33	Yes - Action
3. New maximum contract amount:	\$174,868.33			

II. JUSTIFICATION

7. What conditions require that this work be done?

To abate weeds on large areas of state properties.

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

Some weed control is beyond the means of B&G grounds staff

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?

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works board pre-qualified bidder.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

Yes If "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 2012 vendor has performed well for Buildings and Grounds.

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

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

Not Applicable

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

Foreign Corporation

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

No b. If "No", please explain:

Entity doing business under trade name.

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	11/30/2018 12:52:01 PM
Division Approval	ssands	11/30/2018 12:52:05 PM
Department Approval	ssands	11/30/2018 12:52:08 PM
Contract Manager Approval	ssands	12/04/2018 09:18:52 AM
Budget Analyst Approval	aprasa1	12/04/2018 09:48:12 AM
BOE Agenda Approval	hfield	12/14/2018 13:06:20 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **19434**Amendment
Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Legal Entity
Name: **SH ARCHITECTURE**Agency Code: **082**Contractor Name: **SH ARCHITECTURE**Appropriation Unit: **1510-70**Address: **7250 PEAK DR.**Is budget authority
available?: **Yes****SUITE 216**City/State/Zip **LAS VEGAS, NV 89128**

If "No" please explain: Not Applicable

Contact/Phone: **702-363-2222**

Vendor No.:

NV Business ID: **NV19851015690**To what State Fiscal Year(s) will the contract be charged? **2018-2021**

What is the source of funds that will be used to pay the contractor? 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	77.00 %
Highway Funds	0.00 %	X Other funding	23.00 % AGENCY FUNDS

Agency Reference #: **111546**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **12/12/2017**
Examiner's approval?Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2021**
Termination Date:Contract term: **3 years and 200 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural/engineering services for the College of Southern Nevada Health and Sciences Building Advance Planning CIP project, to include full schematic, development and construction documents for all structures, site work, landscaping, built-in equipment and furnishings: CIP Project: 17-P07; SPWD Contract No. 111546. This amendment increases the maximum amount from \$2,666,691 to \$2,732,091 to add an acoustical engineer consultant to the project design team, furniture fixtures and equipment services, an Audio Visual consultant, and Critical Path Scheduling services needed to complete the project.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,666,691.00	\$2,666,691.00	\$2,666,691.00	Yes - Action
2. Amount of current amendment (#1):	\$65,400.00	\$65,400.00	\$65,400.00	Yes - Action
3. New maximum contract amount:	\$2,732,091.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

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

Professional Architectural/Engineering 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?

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	01/14/2019 08:58:47 AM
Division Approval	lmars1	01/14/2019 08:58:53 AM
Department Approval	lmars1	01/14/2019 08:58:57 AM
Contract Manager Approval	lmars1	01/14/2019 08:59:01 AM

Budget Analyst Approval
BOE Agenda Approval

jrodrig9
hfield

01/17/2019 16:33:20 PM
01/18/2019 13:32:30 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **19250**Amendment
Number: **1**Legal Entity
Name: **BROWN AND CALDWELL**Agency Name: **ADMIN - STATE PUBLIC WORKS
DIVISION**Contractor Name: **BROWN AND CALDWELL**Agency Code: **082**Address: **3264 GONI ROAD,
SUITE 153**Appropriation Unit: **1550-53**Is budget authority
available?: **Yes**City/State/Zip **CARSON CITY, NV 89706**

If "No" please explain: Not Applicable

Contact/Phone: **775-883-4118**Vendor No.: **T32005501**NV Business ID: **NV19831007512**To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

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

Agency Reference #: **111386**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **09/18/2017**
Examiner's approval?Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2021**
Termination Date:Contract term: **3 years and 286 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural and engineering services for the Humboldt Conservation Camp Water Supply Nitrate Treatment CIP project to include pre-design engineering service for nitrate management in the potable and wastewater systems for the camp: CIP Project 17-M04; SPWD Contract No. 111386. This amendment increases the maximum amount from \$41,150 to \$200,501 due to the additional draft design, construction, bid and surveying documents to complete the project.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$41,500.00	\$41,500.00	\$41,500.00	Yes - Info
2. Amount of current amendment (#1):	\$159,351.00	\$159,351.00	\$200,851.00	Yes - Action
3. New maximum contract amount:	\$200,851.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	12/21/2018 13:30:05 PM
Division Approval	lmars1	12/21/2018 13:30:14 PM
Department Approval	lmars1	12/21/2018 13:30:18 PM
Contract Manager Approval	lmars1	01/04/2019 12:53:07 PM
Budget Analyst Approval	aprasa1	01/04/2019 12:54:07 PM
BOE Agenda Approval	hfield	01/07/2019 14:54:01 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **19351**Amendment Number: **2**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **ARRINGTON WATKINS ARCHITECTS, LLC**Agency Code: **082**Contractor Name: **ARRINGTON WATKINS ARCHITECTS, LLC**Appropriation Unit: **1558-45**Address: **5240 N. 16TH STREET, SUITE 101**Is budget authority available?: **Yes**City/State/Zip: **PHOENIX, AZ 85016-3214**

If "No" please explain: Not Applicable

Contact/Phone: **Peter Sangiorgio 602-279-4373**Vendor No.: **T29005651**NV Business ID: **NV20041116632**To what State Fiscal Year(s) will the contract be charged? **2018-2021**

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

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

Agency Reference #: **111379**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/14/2017**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2021**Contract term: **3 years and 228 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is the second amendment to the original contract which provides professional architectural and engineering services for the Southern Desert Correctional Center Advance Planning CIP project, to include advance planning through construction documents and plans examination for two prototypical "T" style housing units: CIP Project No. 17-P06; SPWD Contract No. 111379. This amendment increases the maximum amount from \$1,130,363 to \$1,165,613 due to the need for additional services for the Waste Water Treatment and kitchen, laundry and warehouse.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,099,363.00	\$1,099,363.00	\$1,099,363.00	Yes - Action
a. Amendment 1:	\$31,000.00	\$31,000.00	\$31,000.00	Yes - Info
2. Amount of current amendment (#2):	\$35,250.00	\$35,250.00	\$66,250.00	Yes - Action
3. New maximum contract amount:	\$1,165,613.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

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

Professional Architectural/Engineering 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: **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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	12/05/2018 14:43:16 PM
Division Approval	Imars1	12/05/2018 14:43:20 PM
Department Approval	Imars1	12/05/2018 14:43:25 PM
Contract Manager Approval	Imars1	12/05/2018 14:43:31 PM

Budget Analyst Approval
BOE Agenda Approval

mmoren1
hfield

12/11/2018 10:20:02 AM
12/14/2018 13:25:31 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18842**Amendment Number: **2**Agency Name: **ADMIN - PURCHASING DIVISION**Legal Entity Name: **PERISCOPE INTERMEDIATE CORP**Agency Code: **083**Contractor Name: **PERISCOPE INTERMEDIATE CORP**Appropriation Unit: **1358-26**Address: **5000 PLAZA ON THE LAKE, SUITE**Is budget authority available?: **Yes**City/State/Zip: **AUSTIN, TX 78746**

If "No" please explain: Not Applicable

Contact/Phone: **MARK DIDLAKE 800/375-2834**Vendor No.: **T27041848**NV Business ID: **NV20171351907**To what State Fiscal Year(s) will the contract be charged? **2018-2024**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/05/2017**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **04/11/2024**Contract term: **6 years and 282 days**4. Type of contract: **Contract**Contract description: **eProcurement**

5. Purpose of contract:

This is the second amendment to the original contract which provides a single solution for the procurement and purchasing business processes, Nevada EPro. This amendment increases the maximum amount of the contract from \$5,955,265 to \$7,081,222.80 to include support for the rollout of Nevada EPro to nine departments, as well as additional funding to be processed through the documented change order process for the system rollout to additional departments and/or local political subdivisions as needed.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,750,000.00	\$1,750,000.00	\$1,750,000.00	Yes - Action
a. Amendment 1:	\$4,205,265.00	\$4,205,265.00	\$4,205,265.00	Yes - Action
2. Amount of current amendment (#2):	\$1,125,957.80	\$1,125,957.80	\$1,125,957.80	Yes - Action
3. New maximum contract amount:	\$7,081,222.80			

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada requires a statewide single solution for enhanced functionality and technology to support and automate many of the State's procurement and purchasing business processes. This technology will improve customer services, improve cycle times, reduce "off contract" spending, administer and manage contracts and gather statewide information on purchases made.

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 resources or software capabilities to provide a statewide procurement solution.

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?

NRS 332.195 Authorizes the State of Nevada to join or use a contract that has been competitively bid by another governing body outside of the State.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/07/2019 11:21:25 AM
Division Approval	mstewa10	01/07/2019 11:21:28 AM
Department Approval	mstewa10	01/07/2019 11:21:31 AM

Contract Manager Approval	ldeloach	01/07/2019 11:35:13 AM
EITS Approval	daxtel1	01/10/2019 08:10:52 AM
Budget Analyst Approval	aurrutu	01/10/2019 11:36:58 AM
BOE Agenda Approval	lfree1	01/10/2019 13:44:22 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **19478**Amendment
Number: **1**Agency Name: **NDE - DEPARTMENT OF
EDUCATION**Legal Entity
Name: **ACS Ventures, LLC DBA PMB 433**Agency Code: **300**Address: **11035 Lavender Hill Dr.**Appropriation Unit: **2612-31****Suite 160-433**Is budget authority
available?: **Yes**City/State/Zip **Las Vegas, NV 89135**

If "No" please explain: Not Applicable

Contact/Phone: **Chad W. Buckendahl, Ph.D. 702-770-0085**Vendor No.: **T27038916**NV Business ID: **NV20151757910**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

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

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

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **07/01/2017**

Anticipated BOE meeting date 01/2018

Retroactive? **Yes**

If "Yes", please explain

The Department mistakenly thought the evaluations required in Senate Bill (SB) 178 were included in the original contract awarded to ACS Ventures, LLC which provides evaluations of the Zoom School, Victory School, Read by Grade Three, Underperforming Schools Turnaround, Social Workers Grants, Nevada Ready 21 Technology, and Great Teaching and Leading Fund programs. The Department realized SB 178 was not included in the contract and proceeded with a retroactive contract amendment.

3. Previously Approved
Termination Date: **06/30/2019**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **External Evaluation**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing outcome-based evaluations for the Zoom, Victory School, Read by Grade Three, Underperforming Schools Turnaround, Social Worker Grants to Schools, Nevada Ready 21 Technology, and Great Teaching and Leading programs. This amendment will increase the maximum amount from \$420,000 to \$480,000 due to the addition of the evaluations mandated by Senate Bill 178.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$420,000.00	\$420,000.00	\$420,000.00	Yes - Action
2. Amount of current amendment (#1):	\$60,000.00	\$60,000.00	\$60,000.00	Yes - Action
3. New maximum contract amount:	\$480,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The 2017 Legislature approved funding for these seven programs to have external evaluations.

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

The 2017 Legislature approved funding for these seven programs to have external evaluations.

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?

Pursuant to RFP #2098, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 12/28/2015 Anticipated re-bid date: 11/30/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

Department of Education #17536 4/12/16-6/30/17 - work has been satisfactory

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	10/24/2018 06:09:53 AM
Division Approval	amccalla	10/24/2018 06:09:56 AM
Department Approval	amccalla	10/24/2018 06:09:59 AM
Contract Manager Approval	amccalla	10/24/2018 06:10:01 AM
Budget Analyst Approval	cbrekken	01/07/2019 12:50:27 PM

BRIAN SANDOVAL
Governor

STATE OF NEVADA

SOUTHERN NEVADA OFFICE
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STEVE CANAVERO, Ph.D.
Superintendent of Public Instruction




DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
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<http://www.doe.nv.gov>

December 3, 2018

MEMORANDUM

TO: Paul Nicks
Clerk of the Board of Examiners
Governor's Finance Office – Budget Division

THROUGH: Catherine Brekken
Budget Analyst, Governor's Finance Office – Budget Division

FROM: Andrea Osborne 
Administrative Services Officer 3, Business and Support Services Division

SUBJECT: Request for Retroactive Contract with ACS Ventures, LLC.

This memorandum serves as a request for retroactive approval to July 1, 2017 on a contract with ACS Ventures, LLC.

ACS Ventures, LLC was selected and approved as of July 11, 2017 to provide out-come based evaluation services for the following Governor's initiatives: Zoom School Program, Victory School Program, Read by Grade Three Program, Underperforming Schools Turnaround Program, Social Workers Grants to Schools Program, Nevada Ready 21 Technology Program and the Great Teaching and Leading Fund.

Senate Bill 178, of the 79th Legislative Session, requires NDE to contract with an independent evaluator to evaluate the effectiveness of services provided, including a determination of whether each public school is making an effective use of the money received by the public school and an identification of services which have been identified to offer the greatest and the least improvement to pupil performance.

The Deputy of Student Achievement mistakenly thought the contract with ACS Ventures included the work needed for SB 178 and had the company working on the evaluation for SB178 prior to contract amendment approval. As soon as it was discovered the work was being done, NDE proceeded with a retroactive contract amendment.

Failure to approve the retroactive contract would result in the vendor not releasing the final evaluation for SB 178, and ultimately causing the Department of Education to be out of compliance.

We appreciate your consideration in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **19139**Amendment Number: **2**Legal Entity Name: **eMetric, LLC**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Contractor Name: **eMetric, LLC**Agency Code: **300**Address: **211 N. Loop 1604, Suite 170**Appropriation Unit: **2697-45**Is budget authority available?: **Yes**City/State/Zip **San Antonio, TX 78232**

If "No" please explain: Not Applicable

Contact/Phone: **Dixie Knight 210-496-6500**Vendor No.: **T27000846**NV Business ID: **NV20101526272**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

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

General Funds	0.00 %	Fees	0.00 %
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 **10/01/2017**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/30/2021**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Framework Support**

5. Purpose of contract:

This is the second amendment to the original contract which provides ongoing maintenance, support and enhancement to the state's Longitudinal Data System called the Student Accountability Information Network. This amendment increases the maximum amount from \$3,752,380 to \$3,872,380 and modifies the scope of work to include additional enhancements to the system.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,853,676.00	\$3,853,676.00	\$3,853,676.00	Yes - Action
a. Amendment 1:	-\$101,296.00	-\$101,296.00	-\$101,296.00	Yes - Action
2. Amount of current amendment (#2):	\$120,000.00	\$120,000.00	\$120,000.00	Yes - Action
3. New maximum contract amount:	\$3,872,380.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The department needs to comply with the accountability reporting requirements of the Every Student Succeeds Act (ESSA) and Nevada Revised Statute 385.347 and prepare and disseminate information on state, district, and school performance and progress in an understandable and uniform format starting with school year 2018.

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

The department relies on eMetric, LLC support because the work to further develop the Nevada Data Portal as the state accountability reporting website for SAIN requires programming and system automation expertise that the current staff does not have.

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?

RFP 1987 was conducted in 2012 and this vendor was chosen by the evaluation team as the highest in accomplishing deliverables with the best cost proposal. Contract Extension Justification #175 was approved by State Purchasing on 3/13/2017 to extend the contract with this vendor through 9/30/2021.

- d. Last bid date: 06/21/2012 Anticipated re-bid date: 06/21/2021

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

Department of Education #13731 - 9/11/2012-9/30/2017 - work has been satisfactory

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	01/09/2019 06:53:43 AM
Division Approval	amccalla	01/09/2019 06:53:46 AM

Department Approval	amccalla	01/09/2019 06:53:50 AM
Contract Manager Approval	amccalla	01/09/2019 06:53:53 AM
EITS Approval	daxtel1	01/10/2019 08:13:30 AM
Budget Analyst Approval	cbrekken	01/11/2019 13:14:28 PM
BOE Agenda Approval	tgreenam	01/15/2019 13:29:34 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21351**

Agency Name:	ADMIN - NV ST LIBRARY, ARCHIVES AND PUBLIC RECORDS	Legal Entity Name:	HEADED2, LLC
Agency Code:	332	Contractor Name:	HEADED2, LLC
Appropriation Unit:	2891-12	Address:	14 Van Terrace
Is budget authority available?:	Yes	City/State/Zip	Sparkill, NY 10976
If "No" please explain:	Not Applicable	Contact/Phone:	212-513-0874
		Vendor No.:	T29039522
		NV Business ID:	NV20171423240

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? 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 **04/01/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/31/2020**Contract term: **1 year**4. Type of contract: **Contract**Contract description: **Data Subscription**

5. Purpose of contract:

This is a new contract to provide for the annual maintenance and subscription cost of the career information database to be accessed at local libraries.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$199,955.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Headed2 CID will enhance the libraries' career information collection by closing the career research gaps for patrons and referring applicants to and aligning them with the education and workforce partners.

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

This is a proprietary software of Headed2, LLC.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?

Per the Purchasing Administrator, a solicitation waiver is not required for ongoing or continued licensing, maintenance and/or support for a system already purchased/installed and in use by the State. These ongoing requirements are contemplated as a part of the initial procurement.

d. Last bid date: 01/08/2018 Anticipated re-bid date: 04/01/2020

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

2017 by NV State Library service is satisfactory.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Tammy Westergard, Administrator Ph: 684-3306

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	12/05/2018 11:38:30 AM
Division Approval	ssands	12/05/2018 11:38:32 AM
Department Approval	ssands	12/05/2018 11:38:35 AM
Contract Manager Approval	ssands	12/20/2018 15:04:26 PM
EITS Approval	daxtel1	01/15/2019 14:01:50 PM
Budget Analyst Approval	mtum1	01/16/2019 16:13:38 PM
BOE Agenda Approval	cmurph3	01/22/2019 16:19:56 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 CONTRACT1. Contract Number: **21409**Agency Name: **DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE**Agency Code: **400**Appropriation Unit: **3244-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Nevada Association of Counties

Contractor Name: **Nevada Association of Counties**Address: **304 S Minnesota Street**City/State/Zip: **Carson City, NV 89703**

Contact/Phone: Dagny Stapleton 775/883-7863

Vendor No.: T80918301

NV Business ID: Interlocal

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

What is the source of funds that will be used to pay the contractor? 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 % Ad Valorem Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2021**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **NACO Admin Services**

5. Purpose of contract:

This is a new interlocal agreement that continues program administration on behalf of the Board of Trustees of the Fund for Hospital Care for Indigent Persons.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$140,000.00**

Payment for services will be made at the rate of \$70,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 428.175 established the Fund for Hospital Care to Indigent Persons. The contract will provide technical and administrative services to the Fund.

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

There are no state employees who have the expertise to perform this 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 Applicableb. Solicitation Waiver: **Exempt (Per statute)**

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

Not applicable per SAM 0314 and NRS 277.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

NACO has performed these same services under contract for the department in prior years and performance has been satisfactory.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

17. Not Applicable

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mlockyer	01/08/2019 08:01:10 AM
Division Approval	mlockyer	01/08/2019 08:01:13 AM
Department Approval	mlockyer	01/08/2019 08:01:16 AM
Contract Manager Approval	mlockyer	01/08/2019 08:01:19 AM
Budget Analyst Approval	bwooldri	01/14/2019 15:26:11 PM
BOE Agenda Approval	nhovden	01/15/2019 09:15:08 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: **21373**

Agency Name:	DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name:	FIRST HEALTH LIFE & HEALTH INSURANCE COMPANY
Agency Code:	402	Contractor Name:	FIRST HEALTH LIFE & HEALTH INSURANCE COMPANY
Appropriation Unit:	3156-16	Address:	6720 B Rockledge Dr., Ste. 700
Is budget authority available?:	Yes	City/State/Zip	Bethesda, MD 20817
If "No" please explain:	Not Applicable	Contact/Phone:	Michael Dobson 412/865-3674
		Vendor No.:	T29021178A
		NV Business ID:	NV20141224182

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? 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 % Healthy Nevada Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/10/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/09/2021**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **SRxDRx Part-D Prescr**

5. Purpose of contract:

This is a new contract to provide ongoing State Pharmaceutical Assistance Program, known as Senior Rx and Disability Rx, that subsidizes monthly premiums on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$73,980.00**

Other basis for payment: As per Attachment AA

II. JUSTIFICATION

7. What conditions require that this work be done?

Starting January 1, 2006, the Federal Medicare Part D plan went into effect. Nevada's Senior Rx and Disability Rx members must use Medicare Part D as their first resource for prescription drugs.

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

State employees are not authorized to perform the needed 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: **Exempt (Per statute)**

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

The State must contract with all prescription drug plans Federally authorized to offer Part D benefits in Nevada. (Section 1860D-23 (b)(2) of Social Security Act)

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

\$.90 (90 cents) per member - Administrative Fee

12. 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

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

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

Previous provider agreement and contract 4/14/15 - current with ADSD: Satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	12/14/2018 10:46:38 AM
Division Approval	dbowma1	12/14/2018 10:46:41 AM
Department Approval	sjohnso9	12/18/2018 15:28:26 PM
Contract Manager Approval	ltuttl1	12/19/2018 14:35:52 PM
Budget Analyst Approval	bwooldri	01/07/2019 15:33:01 PM
BOE Agenda Approval	nhovden	01/08/2019 09:07:08 AM
BOE Final Approval	Pending	

COST BREAKDOWN

106	First Health average membership FY18
\$27.98	Subsidy payment per member (\$27.08 + \$.90 admin fee)
\$2,965.88	First Health monthly average
24.00	Term of contract in months
<hr/>	
\$71,181.12	Total
\$2,798.00	Amount of possible increase of approximately 100 new members over 2-year term of contract (\$27.98 x 100 members)
<hr/>	
\$73,980.00	AMOUNT NEEDED FOR TERM OF CONTRACT (rounded up)

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: **21416**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3156-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **UNITED HEALTHCARE INSURANCE Company**Contractor Name: **UNITED HEALTHCARE INSURANCE Company**Address: **PO BOX 5840**City/State/Zip: **CAROL STREAM, IL 60197-5840**Contact/Phone: **Natalie Henderson 952/406-4387**Vendor No.: **T27014148B**NV Business ID: **NV20181928491**To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? 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 % Healthy Nevada Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/10/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/09/2021**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **SRxDRx Part-D Prescr**

5. Purpose of contract:

This is a new contract to provide ongoing State Pharmaceutical Assistance Program, known as Senior Rx and Disability Rx, that subsidizes monthly premiums on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$345,125.00**

Other basis for payment: As per Attachment AA

II. JUSTIFICATION

7. What conditions require that this work be done?

Starting January 1, 2006, the Federal Medicare Part D plan went into effect. Nevada's Senior Rx and Disability Rx members must use Medicare Part D as their first resource for prescription drugs.

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

State employees are not authorized to perform the needed 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: **Exempt (Per statute)**

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

The State must contract with all prescription drug plans Federally authorized to offer Part D benefits in Nevada. (Section 1860D-23 (b)(2) of Social Security Act)

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

\$.90 (90 cents) per member - Administrative Fee for AARP portion

12. 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

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

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

Previous provider agreement and contract with ADSD 2015 - current. Satisfactory.

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

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

Not Applicable

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

Other

Non-Title 7

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	01/02/2019 08:58:24 AM
Division Approval	dbowma1	01/02/2019 08:58:29 AM
Department Approval	sjohnso9	01/02/2019 15:35:17 PM
Contract Manager Approval	ltuttl1	01/03/2019 09:57:32 AM
Budget Analyst Approval	bwooldri	01/07/2019 15:03:46 PM
BOE Agenda Approval	nhovden	01/08/2019 09:05:46 AM
BOE Final Approval	Pending	

TOTAL COMBINED COST BREAKDOWN (United Healthcare AARP and Senior Dimensions)

468	AARP average membership FY18
39	Senior Dimensions average membership FY18
\$27.08	Subsidy payment per member (\$27.08) NO ADMIN FEE FOR SENIOR DIMENSIONS
\$27.98	Subsidy payment per member (\$27.08 + \$.90 admin fee) ADMIN FEE FOR AARP
\$1,056.12	Senior Dimensions monthly average
\$13,094.64	AARP monthly average
<hr/>	
\$14,150.76	Total of Senior Dimensions and AARP monthly average
24.00	Term of contract in months
<hr/>	
\$339,618.24	Total
	Total Amount of possible increase of approximately 200 new members over 2-year term of contract
\$5,506.00	(\$27.98 x 100 members, \$27.08 x 100 members)
<hr/>	
\$345,125.00	AMOUNT NEEDED FOR TERM OF CONTRACT (rounded up)

COST BREAKDOWN AARP

468	AARP average membership FY18
\$27.98	Subsidy payment per member (\$27.08 + \$.90 admin fee)
\$13,094.64	AARP monthly average
24.00	Term of contract in months
<hr/>	
\$314,271.36	Total
	Amount of possible increase of approximately 100 new members over 2-year term of contract (\$27.98 x 100 members)
\$2,798.00	
<hr/>	
\$317,070.00	AMOUNT NEEDED FOR TERM OF CONTRACT (rounded up)

COST BREAKDOWN SENIOR DIMENSIONS

39	Senior Dimensions average membership FY18
\$27.08	Subsidy payment per member (\$27.08) NO ADMIN FEE FOR SENIOR DIMENSIONS
\$1,056.12	Senior Dimensions monthly average
24.00	Term of contract in months
<hr/>	
\$25,346.88	Total
	Amount of possible increase of approximately 100 new members over 2-year term of contract (\$27.98 x 100 members)
\$2,708.00	
<hr/>	
\$28,055.00	AMOUNT NEEDED FOR TERM OF CONTRACT (rounded up)

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: **21206**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Lyon County School District
Agency Code:	403	Contractor Name:	Lyon County School District
Appropriation Unit:	3157-00	Address:	25 E Goldfield Ave.
Is budget authority available?:	Yes	City/State/Zip	Yerington, NV 89447
If "No" please explain:	Not Applicable	Contact/Phone:	775-463-6808
		Vendor No.:	
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date to allow the State to collect Intergovernmental Transfers from Lyon County School District and make payments on behalf of the School District for services rendered.3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **School Based Service**

5. Purpose of contract:

This is a new revenue interlocal agreement that continues the ongoing receipt of non-federal share for school based Medicaid services, medical screening, and diagnostic services for children who are Nevada Medicaid/Check Up eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,775,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

School Based Child Health services was established to allow for Medicaid reimbursement for the medical screening and diagnostic services provided by the School District to Nevada Medicaid/Checkup eligible children and medical treatment services provided for Medicaid/Checkup eligible children who have an Individualized Education Program (IEP) and are enrolled in the School Districts Special Education Program.

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

State agencies do not have the expertise or availability to provide 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: **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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	12/27/2018 15:00:30 PM
Division Approval	ecreceli	12/31/2018 15:25:47 PM
Department Approval	vmilazz1	01/04/2019 10:01:29 AM
Contract Manager Approval	iknigh1	01/07/2019 17:47:06 PM
Budget Analyst Approval	bwooldri	01/09/2019 11:49:31 AM
BOE Agenda Approval	nhovden	01/09/2019 12:51:04 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Administrator

MEMORANDUM

Date: October 10, 2018
To: Bessie Wooldridge, Executive Branch Officer I
Through: Richard Whitley, Director
From: Ellen Crecelius, DHCFP
Re: Lyon County School District

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2018. The contract requires a retroactive start date to allow the State to pay the Lyon County School District for services rendered. This contract was delayed due to negotiations with the county, additionally the contract had to be sent back out to the School District for review and approval due to our Deputy Attorney General requiring a section of the interlocal agreement to be changed. To prevent a Retro Memo from being required in the future, the School District interlocal contract will be started six months before expiration instead of three.

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: **21075**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Clark County Department of Family Services
Agency Code:	403	Contractor Name:	Clark County Department of Family Services
Appropriation Unit:	3158-24	Address:	121 South Martin Luther King B
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 98106
If "No" please explain:	Not Applicable	Contact/Phone:	702-455-3971
		Vendor No.:	
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

County requested changes made to contract to match previous contract. County contested to signing BAA, meeting with internal HIPAA group determined that it was not needed for this contract.

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **TCM/Admin**

5. Purpose of contract:

This is a new interlocal agreement that continues the ability to obtain and pass through federal Title XIX and Title XXI funding for Targeted Case Management and administrative services to eligible recipients in accordance with the State of Nevada Medicaid State Plan and the Nevada Medicaid Services Manual.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,807,546.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Targeted Case Management Services are pervaded per the Medicaid State Plan Amendment in the Nevada Medicaid Services Manual.

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

State agencies do not have the staff available to provide 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: **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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	11/26/2018 14:31:13 PM
Division Approval	ecreceli	11/26/2018 16:59:02 PM
Department Approval	vmilazz1	12/26/2018 11:16:15 AM
Contract Manager Approval	iknigh1	01/07/2019 17:48:17 PM
Budget Analyst Approval	bwooldri	01/09/2019 14:37:55 PM
BOE Agenda Approval	nhovden	01/09/2019 15:00:15 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor



RICHARD WHITLEY, MS
Director

MARTA JENSEN
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 East William Street, Suite 101
Carson City, Nevada 89701
Telephone (775) 684-3676 • Fax (775) 687-3893
<http://dhcfp.nv.gov>

MEMORANDUM

Date: September 11th, 2018

TO: Bessie Wooldridge, Executive Branch Officer I

FROM: *Through:* Richard Whitley, Director *yes for you*
Ellen Crecelius, DHCFP *Ellen*

RE: Clark County Acting By and Through It's Department of Family Services

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2018. The contract requires a retroactive start date to delays from discussions regarding the Business Associate Addendum, and questions regarding the contract after it was signed by the vendor.

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: **14228**Amendment Number: **3**Agency Name: **HEALTH CARE FINANCING & POLICY**

Legal Entity Name: Department of Public & Behavioral Health Immunizations Program

Agency Code: **403**Contractor Name: **Department of Public & Behavioral Health Immunizations Program**Appropriation Unit: **3178-14**Address: **4150 Technology Way Suite 101**Is budget authority available?: **Yes**City/State/Zip: **Carson City, NV 89706**

If "No" please explain: Not Applicable

Contact/Phone: **775-684-4229**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2014-2021**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2021**

Termination Date:

Contract term: **8 years and 1 day**4. Type of contract: **Interlocal Agreement**Contract description: **Immunizations**

5. Purpose of contract:

This is the third amendment to the original interlocal agreement which provides vaccines purchased for Nevada Check Up recipients. This amendment increases the maximum amount from \$13,891,842 to \$14,685,533.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,768,448.00	\$2,768,448.00	\$2,768,448.00	Yes - Action
a. Amendment 1:	\$1,694,315.00	\$1,694,315.00	\$1,694,315.00	Yes - Action
b. Amendment 2:	\$9,429,079.00	\$9,429,079.00	\$9,429,079.00	Yes - Action
2. Amount of current amendment (#3):	\$793,691.00	\$793,691.00	\$793,691.00	Yes - Action
3. New maximum contract amount:	\$14,685,533.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada provides health coverage to children who are uninsured or underinsured. Immunizations are included in this health coverage. The Nevada Check Up program is administered by the Division of Health Care Financing and Policy.

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

The Health Division is a State agency.

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkolenut	12/26/2018 13:04:20 PM
Division Approval	vmilazz1	12/27/2018 17:53:43 PM
Department Approval	vmilazz1	12/27/2018 17:53:46 PM
Contract Manager Approval	iknigh1	01/07/2019 18:13:59 PM
Budget Analyst Approval	bwooldri	01/09/2019 12:25:56 PM
BOE Agenda Approval	nhovden	01/09/2019 14:18:04 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21218**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3243-24**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOULDER CITY FIRE DEPARTMENT**Contractor Name: **BOULDER CITY FIRE DEPARTMENT**Address: **1101 ELM STREET**City/State/Zip: **BOULDER CITY, NV 89005**Contact/Phone: **702-293-9246**Vendor No.: **T81025966**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2016-2022**

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

General Funds	0.00 %	Fees	0.00 %
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 **10/01/2015**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

This interlocal agreement is retroactive due to delays in the cost reporting necessary to begin negotiations with Boulder City.3. Termination Date: **06/30/2022**Contract term: **6 years and 274 days**4. Type of contract: **Interlocal Agreement**Contract description: **GEMT**

5. Purpose of contract:

This is a new interlocal agreement to provide certified public expenditure reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,564,203.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

DHCFP needs fire districts to provide emergency transportation. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services, and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure individuals get needed care.

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

The State does not have the resources or expertise to provide 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: **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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkolenut	10/24/2018 10:20:37 AM
Division Approval	ecreceli	10/25/2018 09:59:32 AM
Department Approval	vmilazz1	11/09/2018 13:44:30 PM
Contract Manager Approval	iknigh1	11/15/2018 08:45:34 AM
Budget Analyst Approval	bwooldri	01/08/2019 10:01:52 AM
BOE Agenda Approval	nhovden	01/08/2019 13:50:10 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor




RICHARD WHITLEY
Director

MARTA JENSEN
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 East William Street, Suite 101
Carson City, Nevada 89701
Telephone (775) 684-3676 • Fax (775) 687-3893
<http://dhcfp.nv.gov>

MEMORANDUM

Date: October 16, 2018
To: Bessie Wooldridge, Executive Branch Officer I
Through: Richard Whitley, Director
From: Ellen Crecelius, DHCFP 
RE: Boulder City Fire Department

This memorandum requests that the above subject contract be approved for a retroactive start date effective October 1, 2015. The contract requires a retroactive start date to allow the State to collect the non-federal share for emergency ground transportation for Medicaid recipients serviced by the Boulder City Fire Department. This contract was delayed due to a delay in the necessary cost reporting which allows Medicaid staff to build an accurate budget and program projections.

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: **21105**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3243-24**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Storey County Fire Protection District

Contractor Name: **Storey County Fire Protection District**Address: **145 N. C Street**City/State/Zip: **Virginia City, NV 89440**

Contact/Phone: 775-847-0954

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

The contract requires a retroactive start date to allow the State to pay the Fire Districts for services rendered.3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Fire District**

5. Purpose of contract:

This is a new interlocal agreement to provide certified public expenditure reimbursement methodology for emergency transportation to Medicaid recipients and define the reporting requirements by the entity in order to receive this type of reimbursement methodology. The contractor will provide services and bill the Medicaid fiscal agent for services rendered in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$811,474.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

DHCFP needs fire districts to provide emergency transportation. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services, and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure individuals get needed care.

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

The State does not have the resources or expertise to provide 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: **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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	09/28/2018 11:52:10 AM
Division Approval	ecreceli	11/09/2018 13:16:44 PM
Department Approval	vmilazz1	11/30/2018 15:50:27 PM
Contract Manager Approval	iknigh1	12/04/2018 14:03:04 PM
Budget Analyst Approval	bwooldri	01/08/2019 09:59:32 AM
BOE Agenda Approval	nhovden	01/08/2019 13:54:36 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor



RICHARD WHITLEY, MS
Director

MARTA JENSEN
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 East William Street, Suite 101
Carson City, Nevada 89701
Telephone (775) 684-3676 • Fax (775) 687-3893
<http://dhcfp.nv.gov>

MEMORANDUM

Date: September 18th, 2018

TO: Bessie Wooldridge, Executive Branch Officer I

Through: Richard Whitley, Director

FROM: Ellen Crecelius, DHCFP *El Crecelius for BW*

RE: Storey County Fire Department

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1st, 2018. The contract requires a retroactive start date to allow the State to pay the Fire Districts for services rendered. This contract was delayed due to the approval of the State Plan Amendment. The county required more time to submit cost reports to DHCFP's financial statement auditor so that they can be audited for accuracy and submitted to the agency for payment. The final payment is used by the agency to calculate the projected budget for the contract term. The retroactive start date reflects the lag time in cost reports submitted to the vendor and in turn submitted to the agency for payment and budget projections

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: **21369**

Agency Name:	DEPARTMENT OF CORRECTIONS	Legal Entity Name:	Board of Regents, University of Nevada, Reno
Agency Code:	440	Contractor Name:	Board of Regents, University of Nevada, Reno
Appropriation Unit:	3711-22	Address:	1664 Virginia St. MS 313
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89557
If "No" please explain:	Not Applicable	Contact/Phone:	Dr. Veronica Dahir 775-784-6272
		Vendor No.:	D35000816
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? 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 **10/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

The Bureau of Justice approved funding an additional year for Nevada's Second Chance Act Strategic Recidivism Reduction (SRR) grant from October 1, 2018 to September 30, 2021. This contract will give the department additional time to meet the SRR grant deliverables.

3. Termination Date: **12/31/2019**Contract term: **1 year and 91 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-Entry Program**

5. Purpose of contract:

This is a new interlocal agreement to evaluate the effectiveness of the Nevada Second Chance Act Strategic Recidivism Reduction Plan grant goals.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$175,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department was provided a grant through the Bureau of Justice Assistance Second Chance Act to provide re-entry services to reduce recidivism rates. The Department is contracting with UNR to evaluate the effectiveness of the grant goals.

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

An outside party is required for this service; therefore, the services cannot be provided by the Department.

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?

NRS 277.180 Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of its public agencies is authorized by law to perform. Indirect cost rate charged is 44%.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Total indirect cost at 44%.

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	01/07/2019 14:33:06 PM
Division Approval	amonro1	01/07/2019 14:46:12 PM
Department Approval	sewart	01/07/2019 16:15:48 PM
Contract Manager Approval	vfajota	01/08/2019 14:17:29 PM
Budget Analyst Approval	bmacke1	01/10/2019 15:28:02 PM
BOE Agenda Approval	hfield	01/14/2019 15:15:06 PM
BOE Final Approval	Pending	

Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3285

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9938



**State of Nevada
Department of Corrections**

Brian Sandoval
Governor

James Dzurenda
Director

Kim T. Thomas, J.D.
Deputy Director, Programs

MEMORANDUM

Date: December 18, 2018

To: Bridgette Garrison, Governor's Finance Office

Through: Scott Ewart, Chief of Fiscal Services

From: Kim T. Thomas, J.D., Deputy Director of Programs

SUBJECT: Retroactive Contract – Board of Regents, University of Nevada Reno (UNR) – CETS # 21369

The Bureau of Justice provided the notice of grant award (NOGA) on September 21, 2018 for Supplement # 2 of the Second Chance Act Grant Award. The Nevada Department of Corrections (NDOC) responded to the GMS Award 2016-CZ-BX-0015 on September 25, 2018, and immediately moved the processes forward for the completion of the grant awards and contracts as part of the Year 3 program activities.

NDOC's contracts, based on the original Year 2 award, ended on September 30, 2018, and NDOC is not able to utilize funds for Year 2 of the Second Chance Act Grant for Year 3. However, all activities are continuous and on-going.

As a result, NDOC is requesting retroactivity of the contracts to October 1, 2018, in compliance with the United States Department of Justice Grants Financial Guide. Recipients and sub-recipients are prohibited from comingling funds on either a program-by-program or project-by-project basis, which requires the NDOC to consider this as a "new" award. Funds specifically budgeted and/or received for one project may not be used to support another. The request of retroactivity works to ensure NDOC is compliant with the activities of the federal award.

Please accept this information as justification for contract # 21369 to be effective October 1, 2018.

Thank you.

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: **21393**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3711-21**Is budget authority available?: **No**

If "No" please explain: Pending approval of WP C45928.

Legal Entity Name: **CLARK COUNTY SCHOOL DISTRICT**Contractor Name: **CLARK COUNTY SCHOOL DISTRICT**Address: **5100 West Sahara Avenue**City/State/Zip: **Las Vegas, NV 89146**Contact/Phone: **Kimberly Dauterive 702-799-54**Vendor No.: **T40231800J**NV Business ID: **Governmental entity**To what State Fiscal Year(s) will the contract be charged? **2019-2020**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

The Title I-Part D (subpart 1) grant for Federal Fiscal Year 2018 contained a new requirement for set-aside funds. The NDOC was notified of the award on July 13, 2018 and submitted multiple work programs for the budget authority in State Fiscal Year 2019. NDOC and Clark County School District (CCSD) continued the educational programs to maximize the inmate participation to earn a High School Equivalency or High School Diploma.

3. Termination Date: **09/30/2019**Contract term: **1 year and 91 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-Entry Programs**

5. Purpose of contract:

This is a new interlocal agreement that provides ongoing educational and/or vocational services to youthful offenders incarcerated at High Desert State Prison to obtain a High School Equivalency or High School Diploma and successfully reintegrate into the community.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$226,356.35**

Other basis for payment: Upon monthly submission of invoices and proof of services

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department houses over 2,400 inmates from the ages 16-26. The vast majority of these inmates have not obtained a High School Equivalency or High School Diploma. This contract will provide the necessary education and tools for employment upon release from incarceration.

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

The Department is contracting with Clark County School District to obtain the teachers required to provide educational services to the youthful offenders. No other state agency offers 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

2.3%

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	01/07/2019 14:47:01 PM
Division Approval	amonro1	01/07/2019 15:39:59 PM
Department Approval	sewart	01/07/2019 16:09:50 PM
Contract Manager Approval	vfajota	01/10/2019 10:07:47 AM
Budget Analyst Approval	bmacke1	01/15/2019 15:00:02 PM
BOE Agenda Approval	hfield	01/18/2019 10:30:13 AM
BOE Final Approval	Pending	

Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
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Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9938



**State of Nevada
Department of Corrections**

Brian Sandoval
Governor

James Dzurenda
Director

Kim T. Thomas, J.D.
Deputy Director, Programs

MEMORANDUM

Date: December 19, 2018

To: Bridgette Garrison, Governor's Finance Officer

Through: Scott Ewart, Chief of Fiscal Services

From: Kim T. Thomas, J.D., Deputy Director of Programs

SUBJECT: **Retroactive Interlocal Agreements – Title I Part D Youthful Offender Program
Clark County School District – CETS # 21393**

Nevada Department of Corrections (NDOC) received grant funds for the operation of the Youth Offender Program (YOP) from the Nevada Department of Education (NDE) as part of the federal Title I Part D program to provide continuing education and skills trainings for FY19. NDOC applied for funds, as a continuation of the current program, through previously awarded Title I funds. The FY17 was the first year of the change in programming awards. Previously, the United States Department of Education (USDOE) provided the grant to NDE and then sub-granted to NDOC. NDE had, prior to FY17, provided the funds directly to NDOC's sub-recipient(s). NDE grant payment activities were audited and it was determined that corrective action was required.

As per the federal code, and as interpreted by the USDOE, NDE was and is required to accept the funds in accordance with applicable federal and state statutes, regulations, and program plans and to administer the programs in compliance with such provisions. As part of the process, it was determined that interlocal agreement(s) were required with NDOC and the respective Local Education Associations (LEAs) in FY17. As part of these compliance activities, NDOC was notified of another provision in FY18 that required set-aside of funds for the specific use of educational program assessments and re-entry. There were additional monies awarded, and NDOC had to work out the grant requirements and limitations for the set-aside. These activities worked to ensure compliance and to allocate the appropriate resources and budget assignments, which required additional time.

On July 13, 2018, NDOC was notified by NDE of its FY19 sub-award for budget period July 1, 2018 to September 30, 2019. As a result, we submitted WP# C45928 for the budget authority. Based on the needed work program, NDOC is providing this information as justification for the processing of the interlocal agreements, with a retro-active effective date of July 1, 2018, to reimburse the school districts for providing the services to students.

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: **21392**

Agency Name:	DEPARTMENT OF CORRECTIONS	Legal Entity Name:	PERSHING COUNTY SCHOOL DISTRICT
Agency Code:	440	Contractor Name:	PERSHING COUNTY SCHOOL DISTRICT
Appropriation Unit:	3711-21	Address:	1150 Elmhurst Ave. PO Box 389
Is budget authority available?:	Yes	City/State/Zip	Lovelock, NV 89419
If "No" please explain:	Not Applicable	Contact/Phone:	Dave Pollard, Correctional Education Director 775-688-1777
		Vendor No.:	T40234400A
		NV Business ID:	Governmental entity

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

The Title I-Part D (subpart 1) grant for Federal Fiscal Year 18 contained a new requirement for set-aside funds. The NDOC was notified of the award on July 13, 2018 and submitted multiple work programs for the budget authority in State Fiscal Year 19. NDOC and Pershing County School District (PCSD) continued the educational programs to maximize the inmate participation to earn a High School Equivalency or High School Diploma.

3. Termination Date: **09/30/2019**Contract term: **1 year and 91 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-Entry Programs**

5. Purpose of contract:

This is a new interlocal agreement that provides ongoing educational and/or vocational services to youthful offenders incarcerated at Lovelock Correctional Center to obtain a High School Equivalency or High School Diploma and successfully reintegrate into the community.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,341.40**

Other basis for payment: Upon monthly submission of invoices and proof of services

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department houses over 2,400 inmates from the ages 16-26. The vast majority of these inmates have not obtained a High School Equivalency or High School Diploma. This contract will provide the necessary education and tools for employment upon release from incarceration.

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

The Department is contracting with Pershing County School District to obtain the teachers required to provide educational services to the youthful offenders. No other state agency offers 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?

The Nevada Department of Education awarded the Department with the Title I-Part D Grant program funds to be used for the purpose of this contract.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

5.11%

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	01/07/2019 14:01:16 PM
Division Approval	amonro1	01/07/2019 15:40:29 PM
Department Approval	sewart	01/07/2019 16:11:28 PM
Contract Manager Approval	vfajota	01/10/2019 10:07:04 AM
Budget Analyst Approval	bmacke1	01/15/2019 14:44:06 PM
BOE Agenda Approval	hfield	01/18/2019 10:35:47 AM
BOE Final Approval	Pending	

Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3285

Southern Administration
3955 W. Russell Rd.
Las Vegas, NV 89118
(702) 486-9938



**State of Nevada
Department of Corrections**

Brian Sandoval
Governor

James Dzurenda
Director

Kim T. Thomas, J.D.
Deputy Director, Programs

MEMORANDUM

Date: December 19, 2018

To: Bridgette Garrison, Governor's Finance Office

Through: Scott Ewart, Chief of Fiscal Services

From: Kim T. Thomas, J.D., Deputy Director of Programs

SUBJECT: **Retroactive Interlocal Agreements – Title I Part D Youthful Offender Program
Pershing County School District – CETS # 21392**

Nevada Department of Corrections (NDOC) received grant funds for the operation of the Youth Offender Program (YOP) from the Nevada Department of Education (NDE) as part of the federal Title I Part D program to provide continuing education and skills trainings for FY19. NDOC applied for funds, as a continuation of the current program, through previously awarded Title I funds. The FY17 was the first year of the change in programming awards. Previously, the United States Department of Education (USDOE) provided the grant to NDE and then sub-granted to NDOC. NDE had, prior to FY17, provided the funds directly to NDOC's sub-recipient(s). NDE grant payment activities were audited and it was determined that corrective action was required.

As per the federal code, and as interpreted by the USDOE, NDE was and is required to accept the funds in accordance with applicable federal and state statutes, regulations, and program plans and to administer the programs in compliance with such provisions. As part of the process, it was determined that interlocal agreement(s) were required with NDOC and the respective Local Education Associations (LEAs) in FY17. As part of these compliance activities, NDOC was notified of another provision in FY18 that required set-aside of funds for the specific use of educational program assessments and re-entry. There were additional monies awarded, and NDOC had to work out the grant requirements and limitations for the set-aside. These activities worked to ensure compliance and to allocate the appropriate resources and budget assignments, which required additional time.

On July 13, 2018, NDOC was notified by NDE of its FY19 sub-award for budget period July 1, 2018 to September 30, 2019. As a result, we submitted WP# C45928 for the budget authority. Based on the needed work program, NDOC is providing this information as justification for the processing of the interlocal agreements, with a retro-active effective date of July 1, 2018, to reimburse the school districts for providing the services to students.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **21080** Amendment Number: **1**

Agency Name: **DEPARTMENT OF AGRICULTURE** Legal Entity Name: **REDDY ICE CORPORATION DBA LAS VEGAS COLD STORAGE**

Agency Code: **550** Contractor Name: **REDDY ICE CORPORATION DBA LAS VEGAS COLD STORAGE**

Appropriation Unit: **1362-10** Address: **LAS VEGAS COLD STORAGE
PO BOX 730505**

Is budget authority available?: **Yes** City/State/Zip: **DALLAS, TX 75373-0505**

If "No" please explain: Not Applicable Contact/Phone: **702/649-8002**

Vendor No.: **T81010494A**

NV Business ID: **NV19981309070**

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? 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 **10/16/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **05/31/2019**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **LV Cold Storage**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing cold storage services in the Las Vegas area for fresh and frozen commodity foods. This amendment increases the maximum amount from \$33,750 to \$200,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$33,750.00	\$33,750.00	\$33,750.00	Yes - Info
2. Amount of current amendment (#1):	\$166,250.00	\$166,250.00	\$200,000.00	Yes - Action
3. New maximum contract amount:	\$200,000.00			
and/or the termination date of the original contract has changed to:	10/15/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

Frozen and fresh commodity foods must be stored at specific temperatures to maintain shelf-life.

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

The State does not currently have a warehouse in the southern area with an industrial food freezer capable of housing commodity foods.

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 has provided excellent service for these services in the past and no other vendor has responded to multiple requests for proposals by the agency and Purchasing Division.

d. Last bid date: 10/16/2018 Anticipated re-bid date: 04/15/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

Department of Agriculture, FY15-FY19. Service has been satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bbel1	12/10/2018 13:41:47 PM
Division Approval	bbel1	12/10/2018 13:41:50 PM
Department Approval	bbel1	12/10/2018 13:41:54 PM
Contract Manager Approval	melli2	12/27/2018 12:52:35 PM
Budget Analyst Approval	mtum1	01/14/2019 16:57:30 PM
BOE Agenda Approval	cmurph3	01/17/2019 15:20:04 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18425**Amendment
Number: **1**Agency Name: **DPS-HIGHWAY PATROL**Legal Entity
Name: **ITERIS, INC.**Agency Code: **651**Contractor Name: **ITERIS, INC.**
Address: **1700 Carnegie Avenue
Suite 100**Appropriation Unit: **4721-57**Is budget authority
available?: **Yes**City/State/Zip **Santa Ana, CA 92705**

If "No" please explain: Not Applicable

Contact/Phone: **Whitney Raya 208-419-0590**Vendor No.: **T27038232 A**NV Business ID: **NV20041687546**To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that will be used to pay the contractor? 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 **No** or b. other effective date **03/14/2017**
Examiner's approval?Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **03/31/2019**
Termination Date:Contract term: **4 years and 18 days**4. Type of contract: **Contract**Contract description: **CVISN Program**

5. Purpose of contract:

This is the first amendment to the original contract which provides project management, system architecture and commercial vehicle information exchange window hosting for Nevada's Commercial Vehicle Information Systems and Networks. This amendment increases the maximum amount from \$190,141 to \$420,641 and extends the termination date from March 31, 2019 to March 31, 2021 due to changes the scope of work to add new Inspect software and related services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$190,141.00	\$190,141.00	\$190,141.00	Yes - Action
2. Amount of current amendment (#1):	\$230,500.00	\$230,500.00	\$230,500.00	Yes - Action
3. New maximum contract amount:	\$420,641.00			
and/or the termination date of the original contract has changed to:	03/31/2021			

II. JUSTIFICATION

7. What conditions require that this work be done?

To better improve roadside enforcement

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

There are no Department of Public Safety Highway Patrol Division Employees qualified to perform these duties

9. Were quotes or proposals solicited? No
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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 181204

Approval Date: 12/26/2018

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

Iteris is our current vendor for CVIEW Plus hosting for Nevada's Commercial Vehicle Information Systems and Networks (CVISN) administered by the Federal Motor Carrier Safety Administration (FMCSA). INSPECT is a proprietary service and is integrated with the Iteris CVIEW Plus product that our commercial enforcement is using.

Furthermore, with their previous work with the agency, ITERIS is knowledgeable with Nevada Highway Patrol's network infrastructure, website configuration needs and requirements, and security standards to ensure successful hosting and maintenance with the appropriate level of security and End Users.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

bmarti8

01/02/2019 14:41:33 PM

Division Approval	nkephart	01/08/2019 14:08:55 PM
Department Approval	jdibasil	01/08/2019 14:12:41 PM
Contract Manager Approval	jdibasil	01/08/2019 14:16:08 PM
EITS Approval	daxtel1	01/08/2019 15:26:43 PM
Budget Analyst Approval	jrodrig9	01/16/2019 10:20:17 AM
BOE Agenda Approval	hfield	01/18/2019 10:17:48 AM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:

Approval#: 181204

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: Dept of Public Safety		
	Contact Name and Title	Phone Number	Email Address
	Roxana Gifford, Contract Manager	(775) 684-4467	rgifford@dps.state.nv.us

1b	Vendor Information:	
	Identify Vendor:	Iteris
	Contact Name:	Whitney Raya
	Address:	1700 Carnegie Avenue Suite 100
	Telephone Number:	(208) 419-0590
Email Address:	whl@iteris.com	

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	No	x
	Amendment:	This is the First Amendment to the Iteris Contract.		
	CETS:	#18425		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	Upon BOE approval	End Date: 03/31/2021

1f	Funding:	
	State Appropriated:	
	Federal Funds:	100 %
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$ 59,125

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<p><i>INSPECT is a third party alternative to the Federal Motor Carrier Safety Administration's (FMCSA) ASPEN software that provides commercial vehicle inspectors with an easy-to-use, federally compliant tool to perform roadside inspections of commercial vehicles.</i></p> <p><i>INSPECT will be used to record and submit inspections, registration validations, carrier configuration and vehicle pass/fail tests, as well as API web service functions for seamless system-to-system data checks to ensure proper selection of high-risk carriers.</i></p>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<p><i>Iteris is our current vendor for CVIEW Plus hosting for Nevada's Commercial Vehicle Information Systems and Networks (CVISN) administered by the Federal Motor Carrier Safety Administration (FMCSA). INSPECT is a proprietary service and is integrated with the Iteris CVIEW Plus product that our commercial enforcement is using.</i></p> <p><i>Furthermore, with their previous work with the agency, ITERIS is knowledgeable with Nevada Highway Patrol's network infrastructure, website configuration needs and requirements, and security standards to ensure successful hosting and maintenance with the appropriate level of security and End Users.</i></p>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<p><i>INSPECT is the only software that can retrieve the necessary data from CVIEW Plus to record and submit inspections and management of users, groups, and permissions through an integrated CVIEW Plus user administration module.</i></p>

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	<p><i>The Federal Motor Carrier Safety Administration (FMCSA) provides the States with the Aspen software, at no cost, for use as an inspection record system. On March, 2018 FMCSA announced on its Motor Carrier Safety Assistance Program – Grant Comprehensive policy that they recognized alternatives to Aspen are giving rise to innovations in technology and access to data that former structures could not realize; therefore, FMCSA recommended all the states to develop their own systems to record and submit inspections from third parties. FMCSA is considering to retire ASPEN and no improvements have been made to this software.</i></p> <p><i>INSPECT provided by ITERIS is the only third party software that is integrated with the ITERIS CVIEW Plus product for registration validation, configuration carrier and vehicle pass/fail test, and manage users, groups, and permissions through the CVIEW Plus user administration module.</i></p>				
	b. <i>If not, why were alternatives not evaluated?</i>				

6	Has the agency purchased this service or commodity in the past? Check One. Note: <i>If your previous purchase(s) was made via solicitation</i>	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
---	---	------	--------------------------	-----	-------------------------------------

7	waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.							
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:							
	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFO#, Waiver #)			
			\$					
			\$					
			\$					
			\$					

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?	
	<p>Nevada Highway Patrol's Commercial Enforcement section will lose the grant that the Federal Motor Carrier Safety Administration is given to improve data processing and data quality to reduce system maintenance costs and modernize its inspection systems.</p> <p>Furthermore, all the expenditures already invested in planning and administration of the CVIEW Plus to improve Nevada's Commercial Vehicle Information Systems and Networks (CVISN), will be wasted as inspectors will not be able to have a system-to-system data checks, to ensure proper selection of high-risk carriers.</p>	

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?	
	<p>INSPECT software is not supported by any other vendor because this software is proprietary product owned by ITERIS.</p> <p>ITERIS is the only vendor familiar with custom development of software created specifically for Nevada Highway Patrol Commercial Enforcement section as they have implemented CVIEW Plus to improve highway safety, organize and manage ITS/CVO deployment, reduce congestion costs for motor carriers, ensure regulatory compliance and streamline credentials and tax administration.</p>	

9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>				Yes:	X	No:	
	<p>a. If yes, please provide details regarding future obligations or needs.</p> <p>As this is a proprietary system and software, it is the agency's intent to contract for hosting and maintenance. In addition, as technology changes vendors typically come up with new product lines or new modules for existing systems. In that case, it would be more economical for DPS to add the new module rather than solicit for a stand-alone product and have it interface.</p>							

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.



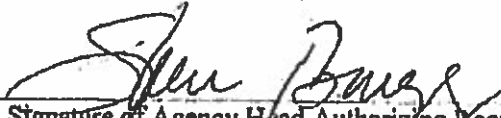
Agency Representative Initiating Request

COLONEL, JOHN O'ROURKE
Chief, Nevada Highway Patrol

Print Name of Agency Representative Initiating Request

12/14/18

Date



Signature of Agency Head Authorizing Request

12/10/18

Date

SHERI BRUEGGENANN
Senior Fiscal Officer, DPS Director's Office

Print Name of Agency Head Authorizing Request

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Enterprise IT Services

Name of agency or entity who provided information or review:



Representative Providing Review

Suzie Block, Chief IT Manager, Agency IT Services

Print Name of Representative Providing Review

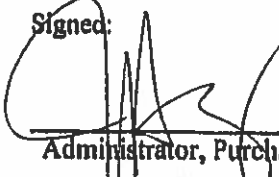
12-13-18

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee

12-26-2018

Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **19812**Amendment
Number: **1**Legal Entity
Name: **MANAGEMENT TECHNOLOGY
GROUP, LLC dba mtg management
consultants,**Agency Name: **DPS-RECORDS,
COMMUNICATIONS, AND
COMPLIANCE**Contractor Name: **MANAGEMENT TECHNOLOGY
GROUP, LLC dba mtg management
consultants,**Agency Code: **655**Address: **MTG Management Consultants LLC
401 2nd Avenue South #240**Appropriation Unit: **4709-26**Is budget authority
available?: **Yes**City/State/Zip **Seattle, WA 98104-3858**

If "No" please explain: Not Applicable

Contact/Phone: 206-442-5010

Vendor No.: T29025149

NV Business ID: NV20041240020

To what State Fiscal Year(s) will the contract be charged? **2018-2022**

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

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

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **04/10/2018**
Examiner's approval?

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2022**
Termination Date:Contract term: **4 years and 82 days**4. Type of contract: **Contract**Contract description: **Needs Assessment**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional consulting services to update the agency's Needs Assessment for Computerized Criminal History and Related Systems originally completed in May 2012. This amendment increases the maximum amount from \$474,597 to \$862,568 due to changes in the scope of work to align deliverables with the project needs as identified.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$500,000.00	\$500,000.00	\$500,000.00	Yes - Action
2. Amount of current amendment (#1):	\$362,568.00	\$362,568.00	\$362,568.00	Yes - Action
3. New maximum contract amount:	\$862,568.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

RCCD and EITS have determined the need for updating the original (2012) Needs Assessment is necessary to outline the options available for upgrading current systems that support public safety. The refresh/update will take into account changes in technology and available state resources to complete the outlined work.

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

RCCD does not have staff available to dedicate to the study due to the need to support technology for DPS and the statewide law enforcement community.

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 #: 180202

Approval Date: 02/22/2018

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The vendor has performed satisfactory work for DPS - Records, Communications and Compliance Division (then Records and Technology or General Services Division) since December 2011. Vendor has also completed satisfactory work for the Nevada Administrative Office of the Courts and Department of Motor Vehicles.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lgallow1	12/17/2018 16:15:05 PM
Division Approval	cboegle	12/17/2018 16:17:15 PM
Department Approval	cboegle	12/17/2018 16:17:32 PM

Contract Manager Approval
Budget Analyst Approval
BOE Agenda Approval

cboegle
jrodrig9
hfield

12/17/2018 16:17:39 PM
01/17/2019 16:37:23 PM
01/18/2019 09:31:15 AM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	180202

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: Department of Public Safety, Records, Communication, and Compliance (655)		
	Contact Name and Title	Phone Number	Email Address
	Tammy Trio, Chief Fiscal Officer Records, Communications and Compliance Division (RCCD) Department of Public Safety	(775) 684-6203	ttrio@dps.state.nv.us

1b	Vendor Information:	
	Identify Vendor:	MTG Management Consultants, LLC
	Contact Name:	Joseph Wheeler or Charles C. Collins
	Address:	401 2nd Avenue South # 240 // Seattle, WA 98104
	Telephone Number:	(206) 442-5010
	Email Address:	mtgmc.com

1c	Type of Waiver Requested - Check the appropriate type:	
	Sole or Single Source:	XXXXX
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	XXXXX	No
	Amendment:	#---		
	CETS:	#---		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	BOE Approval	End Date:

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	Reserves in Budget Account 4709 (Cat 86)

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$500,692.00

Provide a description of work/services to be performed or commodity/good to be purchased:

Complete an update and refresh the study completed by MTG Management Consultants (MTG) of the Needs Assessment for Computerized Criminal History and Related Systems, dated May 2012 (hereinafter REPORT) and provide an updated ASSESSMENT to include, but not be limited to the information outlined herein.

It is RCCD's desire to have the final REPORT completed no later than 120 days from the date of contract execution in order to for RCCD to comply with anticipated State budgetary deadlines for large IT projects for the Fiscal Year 2020/2021 biennium.

The information gathered during this update and any of the final deliverables as a result of this update may be used by RCCD as the basis for anticipated future Requests for Proposal (RFPs) for replacement of the Nevada law enforcement message switch as well as any underlying technology used to support these applications and also to de-couple the subordinate applications that are all linked within the current message switch for the Computerized Criminal History (CCH) Repository known as JusticeLink (JLink).

JLink is Nevada's CCH Message Switch that routes inbound/outbound messages from the Federal Bureau of Investigation (FBI) to RCCD and then routes messages between RCCD and Nevada criminal justice agencies so that the agencies have the information needed to do their jobs. Examples of the messages passed through JLink include wanted person information, criminal history record information, driver's license information, and sex offender registration status, to name a few. JLink and its 14 or more applications have been utilized for over 13 years. This system, JLink, was developed by a contractor, Norsoft, specifically for Nevada and is currently being maintained by this same contractor. The following is a list of work to be performed with a refresh or update to the May 2012 Needs Assessment.

2

1. Identify and describe the changes in the State of Nevada's "Core Environment" as that term was used in the REPORT and recommend a path forward for replacing the law enforcement message switch, select Hot Files and applications intertwined with the message switch platform, and recommend options for disaster recovery.
2. Conduct interviews with RCCD staff and using agencies, as necessary, to validate, clarify, update and finalize the updated NEEDS ASSESSMENT.
3. Prepare and submit to RCCD an outline of the NEEDS ASSESSMENT document for review and approval.
4. Develop a recommended "road map" that considers the following as part of the system replacement strategy, both short and long term:
 - a) Systems that are based on relevant national standards;
 - b) Software as a Service (SaaS) options;
 - c) Mobile computing capabilities;
 - d) Database structure and technology;
 - e) Integration with current and emerging biometric technology;
 - f) Message switch capabilities; and
 - g) A description of potential funding sources for the recommended "road map" for system replacement.
5. Analyze whether or not their original recommendations from the REPORT are still a valid replacement strategy for the critical components of NCJIS or whether RCCD should consider a cloud computing SaaS option for some (or all) components of NCJIS Modernization.
6. Refresh and update the REPORT, excluding Parole and Probation's OTIS, to include the "As-is" Justice Link (JLink) Documentation Narrative Description as well as the Conceptual Model/Diagram.
7. Perform market research on commercial-off-the-shelf (COTS) or modified-off-the-shelf (MOTS) products to replace the State's law enforcement message switch (JLink) and select Hot Files and determine the viability and compatibility of the solutions with the current infrastructure.
8. Work with RCCD and EITS to analyze the current IT environment and whether potential COTS/MOTS message switch solutions would be compatible with the current infrastructure, CCH and related applications.
9. Provide a Conceptual Model/Diagram and Road Map of the Proposed "To Be" Message Switch, select

- Hot Files and replacement of ancillary applications currently tied into JLink.*
10. *Detail which components would be candidates for a cloud computing/SaaS solution.*
 11. *An approximate time frame and costs for transition to cloud/SaaS services for such component(s) versus the replacement strategy recommended in the REPORT; if changed, proposed a new recommendation.*
 12. *Assist RCCD and EITS with gathering requirements for a new message switch and select Hot Files.*
 13. *Assist RCCD with the requirements and development of an anticipated RFP for the procurement of the message switch and select Hot Files replacement and integration services in the event that EITS cannot perform the integration services.*
 14. *Propose a plan on how the state should deploy the proposed "new" message switch utilizing Agile and Iterative Methodologies intended to reduce implementation risk.*
 15. *If MTG provides Independent Validation and Verification services, provide a quote to include these services to RCCD/EITS with deployment of the message switch of the successful vendor's solution upon completion of a fully executed contract.*
 16. *For each of the proposed solutions MTG is to provide estimates for all costs and the timelines for implementation of the solution being identified. Costs estimates must provide details of each cost and be all inclusive of such items as hardware, software and maintenance; at the time implementation and future maintenance. Timelines should be reflective of the State's Fiscal Years for budgeting for the biennium cycle (i.e. July 1 to June 30).*
 17. *Future Application Analysis*
 - a) *Provide recommendations and conceptual model for a logical path forward that RCCD should follow when replacing its current applications that comprise the NCJIS environment that identifies what has already been completed to date and what still remains to be completed. Include whether or not the application, file or function needs to be rewritten or modified and how the application, file or function will interact with the message switch.*
 - b) *Provide research and recommendations on viable solutions for replacing and integration of the remaining JLink applications: Point of Contact, Civil Applicant, Civil Name Check, Accounts Receivable, Content Management System and a Secure-Self Service Portal for these applications. This should include research of what other CJIS Systems Agencies (CSAs) are doing in comparable states using either a technology transfer from another State or a vendor-based solution(s) using the newly proposed message switch.*
 - c) *Review and provide feedback on RCCD's draft NCJIS Modernization Phase III RFP that consists of a Content Management System, a Secure-Self Service Solution, replacement of all background check applications including Point of Contact, Civil Applicant, and Civil Name Check, and Accounts Receivable functionality. This functionality includes the following requirement types: Use Cases, Functional and Non-Functional requirements, Business Requirements, Report/Letter Requirements and Interface Requirements.*
 - d) *Research, analyze and provide recommendations as to the viability of RCCD utilizing the SEARCH OJBC (Open Justice Broker Consortium) as a potential solution for some or all of the applications to be replaced.*
 - e) *If the proposed solution(s) do not have fail over capability, provide a Disaster Recovery Plan as well as a Roadmap that will achieve a fail-over/disaster recovery plan.*
 - f) *Identify if a Service Bureau or SaaS concept to lease the equipment and applications necessary to run a modern Message Switch and select Hot Files is a viable options (concept similar to that of the Western Identification Network (WIN), where member states lease all required Automated Fingerprint Identification equipment through WIN and pay a monthly membership fee, rather than the outright purchase of the necessary equipment).*
 1. *Whether the vendor community would be receptive to such a model for the message switch and select hot files replacement;*
 2. *Whether any other states have implemented such a model for their Message Switch and select Hot Files;*
 3. *The pros/cons of implementing a SaaS concept;*
 4. *A cost comparison of a SaaS model versus outright purchase of such equipment and software as recommended in the REPORT.*
 5. *A recommendation on whether cloud computing or SaaS would be a better approach or*

	<p>whether MTG's original recommendations from the REPORT remain valid.</p> <p>6. A security assessment - identify the systems and information assets to be protected, the potential natural and human threats to these assets and the exposures and controls associated with each alternative that contribute to or mitigate risk. The alternatives considered will include, but not be limited to, locally hosted, SaaS, and hybrid solutions. The relative combined risk of each alternative will be assessed. Recommendations will be provided to mitigate risk if that alternative is selected.</p> <p>7. If the recommendations from the REPORT are still a valid replacement strategy for NCJIS Modernization, MTG shall provide additional cost details on Initiatives III, V and VI of the REPORT to further outline capital expenditures relative to hardware, software and related capital items. Initiative IV is related to OTIS and shall not be included in this scope of work.</p> <p>g) The REPORT assumed that replacement hardware and software for the CCH System, Message Switch and select Hot Files would be purchased up-front and implemented at different times over several years; however State of Nevada procurement policies prohibit advance payments for services. In the NEEDS ASSESSMENT, MTG shall provide a project plan which includes, but is not limited to, identifying timeframes where any hardware and/or software purchases shall be made to insure successful implementation. Timelines should be reflective of the State's Fiscal Years for budgeting for the biennium cycle (i.e. July 1 to June 30).</p> <p>h) Orient designated RCCD staff to the library of MTG-facilitated solicitation documents on behalf of other states which have used MTG's services for replacement of Message Switches and select Hot Files. This will provide RCCD solicitation authors with insights into the informational elements required to ensure responsive proposals from the vendor community.</p> <p>i) In the event of an RFP for the Message Switch and select Hot Files replacement, RCCD anticipates requesting MTG to assist in the development and review of the RFP Scope of Work and participate in the evaluation committee as allowed by established State procurement processes.</p>
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	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p>
3	<p>MTG is uniquely qualified as they completed the original Needs Assessment for RCCD in 2012, per an RFP that resulted with a state issued contract. While under contract, MTG gained a thorough understanding of RCCD's processes and computerized criminal justice system and processes. Based upon the original Needs Assessment deliverable, MTG is familiar with the intricacies of the structure and complexity of the RCCD JusticeLink (JLink) applications in addition to how these applications are interdependent and/or subordinate amongst each other. MTG's familiarity with RCCD's CCH is mainly due to the numerous interviews and hours spent gathering data from RCCD management, IT staff, and subject matter experts to validate their findings within the original REPORT (Needs Assessment). The Nevada Computerized Criminal History (CCH) Information System repository and message switch are very complex and it would take numerous hours and months for any other vendor to understand and compile the same knowledge and data that MTG obtained during their initial Needs Assessment. MTG has a very good reputation in the consulting industry and has a high level of expertise of criminal justice and public safety information systems, specifically including replacement of state law enforcement message switches and integrated justice information systems. MTG has assisted many states, municipalities, and corporations with the acquisition of such systems. As the law enforcement message switch is a complex and mission-critical system for the Department of Public Safety (DPS) and the state- and nationwide criminal justice community, it is important to bring in a company with this expertise and familiarity to ensure the success of this system replacement.</p>

4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p><i>In December, 2017 RCCD presented to the Executive Steering Committee and then to the Interim Finance Committee (IFC) as an Information Item a white paper to explain the change in direction for its NCJIS Modernization project. In the white paper RCCD explained the critical juncture it was facing. (see a. below) At this time, to have any other vendor update the Needs Assessment that was delivered by MTG in May 2012 would require a new vendor to essentially recreate and conduct the same interviews and gain a complete understanding, one that MTG has already achieved, of the current computer system environments and intricacies to be able to validate the original study conducted by MTG. And then more time to complete the new requirements of what RCCD is requesting today in the "Refresh or Update" to the original Needs Assessment from 2012.</i></p> <p><i>Given the time and also the cost involved with the original REPORT, it would not be fiscally responsible of the state to secure another vendor to recreate or start from the beginning of the researching and interviewing and then update MTG's work product. Additionally, RCCD has had numerous meetings consulting with EITS management staff, and all are in agreement that it would behoove both departments to bring in MTG within their expertise of Nevada's Criminal Justice Information System to facilitate conduct an update of any previously recommended message switch replacement (one of the original recommendations from MTG 2012 work product) and recommend a path forward for the modernization of other components within NCJIS.</i></p>
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5	<p>Were alternative services or commodities evaluated? Check One.</p>		Yes:	xxxxx	No:	
	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p> <p><i>RCCD has recently received critical information that the contractor, Norsoft, who provides maintenance for the JLink applications and message switch; this information is that the contractor has indicated a desire to retire and sell their message switch product that RCCD uses today, within the next 2 - 5 years! Given this information RCCD finds ourselves in a situation and path of more critical need to replace or outsource the message switch and related applications as this product is proprietary to Norsoft and it is unknown if the product would sell and if it did where would that leave the state. This contractor recently deployed a upgrade of its JLink application product in May 2017, due to end-of-life technology. That deployment was met with multiple technical challenges and statewide system outages, the impacts of which are still being addressed today by the contractor and EITS.</i></p> <p><i>It is our desire that with this request for sole source with MTG for a "Refresh or Update" of their 2012 Needs Assessment study RCCD will have additional alternatives and further analysis of recent developments and available options for Criminal Justice Information Systems and various capabilities relating to outsourcing services. This will provide RCCD with a direction and updated report to prepare a Technology Investment Report and present within RCCD's budget for the 2019 Legislative Session.</i></p>					
	<p>b. <i>If not, why were alternatives not evaluated?</i></p>					

6	<p>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers <u>MUST</u> accompany this request.</p>				Yes:	xxxxx	No:	
	<p>a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i></p>							
	Term Start and End Dates		Value	Short Description		Type of Procurement (RFP#, RFQ#, Waiver #)		
	11/09/2011	06/30/12	\$400,000	Needs Assessment for Computerized Criminal History and Related Systems		RFP - CETS contract #12676		

7	<p>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</p> <p><i>With several components being on end-of-life technology and the recent experience in RCCD's efforts to update one of the components, time is of the essence to establish a plan to upgrade the systems and ensure DPS continues to meet all state and federal compliance requirements. Being required to secure a new vendor has the potential of extending the current situation and subsequent compliance issues out another year for the solicitation process and time for the new vendor to gather a full understanding of the information already outlined in the initial study (REPORT) in order to effectively provide an updated report; also incurring additional costs to the state. RCCD received legislative authorization in the 2017 Session to continue with Phase III of NCJIS Modernization. Phase III consisted of replacing several applications for conducting criminal history background checks. However, the law enforcement message switch is one of the core components of NCJIS. In light of the current message switch vendor's retirement plans and EITS' desire to not take over the code, RCCD has to postpone Phase III and address the message switch now due to critical consequences that may occur to our statewide system. If the current message switch vendor retires sooner than a viable alternative is found, RCCD will be in the position of having to make an emergency purchase, without proper due diligence to determine if the solution will meet the needs of RCCD and state- and nationwide criminal justice agencies. Emergency purchases inevitably lead to higher costs and change orders, which RCCD seeks to avoid.</i></p>
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8	<p>What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?</p> <p><i>The quoted price received in 2013 for this service is consistent with that for the 2012 MTG study and other contracts where RCCD has used MTG's services.</i></p>
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9	<p>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the Instructions.</u></p>	Yes:	xxxxx	No:	
	<p>a. If yes, please provide details regarding future obligations or needs.</p> <p><i>RCCD will not be obligated to use MTG's services in the future. However, RCCD may wish to re-engage MTG after replacement of the message switch to facilitate future phases of NCJIS Modernization. RCCD understands that we cannot procure any recommended services that arise out of the final deliverable "Needs Assessment" without going through the State of Nevada Purchasing Division's established procurement process(es).</i></p>				

Continued/Approval Signatures on Page 6

By signing below, I know and understand the contents of this Solicitation Waiver Request and justification and attest that all statements are true and correct.

Tammy Trio ASOT III
Agency Representative Initiating Request

Tammy Trio, Chief Fiscal Officer
Print Name of Agency Representative Initiating Request

2/6/2018
Date

Julie Butler for Julie Butler
Signature of Agency Head Authorizing Request

Julie Butler, Division Administrator
Print Name of Agency Head Authorizing Request

2-6-18
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. This signature does not exempt your agency from any other processes that may be required.

Enterprise IT Services

Suzie Block
Suzie Block, Chief IT Manager, Agency IT Services

2-6-18
Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

[Signature]
Administrator, Purchasing Division or Designee

2-22-2018
Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21321**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4462-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: John Frommer DBA John Mull's Meat & Deer Processing

Contractor Name: **John Frommer DBA John Mull's Meat & Deer Processing**Address: **DBA John Mulls Road Kill Grill
3730 Thom Boulevard**City/State/Zip: **Las Vegas, NV 89130-3015**

Contact/Phone: 702-645-1200

Vendor No.: T27000893

NV Business ID: NV20161447754

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to 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 **50.00 % Sportsmen Revenue****X** Federal Funds **50.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 19-15

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **4 years and 28 days**4. Type of contract: **Contract**Contract description: **Volunteer Dinner**

5. Purpose of contract:

This is a new contract to provide ongoing catering services to volunteer instructors at training and award presentations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Under Section 4 of USFWS grant, the grant allows for appreciation dinners for volunteers instructors at training and award presentations.

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

State employees and other state agencies are not equipped with specialized equipment to handle this size of catering.

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):

Dickey's Barbeque Pit
Jessie Rae's BBQ
John Mulls Meat & Deer Processing (Road Kill Grill)

b. Solicitation Waiver: **Not Applicable**

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

John Mulls is the only vendor able to travel to remote locations and prepare and serve the necessary items.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	11/15/2018 12:27:07 PM
Division Approval	tdoucett	11/16/2018 16:12:08 PM
Department Approval	eobrien	12/14/2018 10:31:20 AM
Contract Manager Approval	nroble1	01/04/2019 15:16:42 PM
Budget Analyst Approval	cpalme2	01/09/2019 14:14:43 PM
BOE Agenda Approval	cmurph3	01/09/2019 14:45:48 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 CONTRACT1. Contract Number: **21003**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4463-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CLARK COUNTY**Contractor Name: **CLARK COUNTY**Address: **CLARK COUNTY TREASURER
500 S GRAND CENTRAL PARKWAY
LAS VEGAS, NV 89106**City/State/Zip: **LAS VEGAS, NV 89106**Contact/Phone: **702/455-6133**Vendor No.: **T81026920X**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2019-2024**

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

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

Agency Reference #: **19R-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2023**Contract term: **4 years and 303 days**4. Type of contract: **Revenue Contract**Contract description: **Boating Safety**

5. Purpose of contract:

This is a new revenue interlocal agreement to provide for the administration of the Boating Safety and Facilities Grant program on behalf of Clark County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

Payment for services will be made at the rate of \$80,000.00 per year

Other basis for payment: includes operating, equipment, projects and educational items

II. JUSTIFICATION

7. What conditions require that this work be done?

Lake Mead National Recreational Area is one of the top 10 most visited national parks in the United States. The Colorado River in Laughlin is also a heavily used waterway by locals and visitors. All three bodies of water are within Clark County and one of the main activities at the recreation area and on the Colorado River is boating. These bodies of water get heavy use from boaters in the nearby states of Nevada, Arizona and California as well as visitors from around the world. With this heavy use, getting the boating safety message to as many users as possible is a big task. This grant would help offset some of the costs of promoting boating safety by government agencies and non-profit organizations on all the major waterways in Clark County.

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

The money used for the grant is administered by the Clark County Treasurer.

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Nick Duhe, Conservation Educator Ph: 702-486-5127

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	08/23/2018 15:56:26 PM
Division Approval	tdoucett	08/24/2018 15:56:58 PM
Department Approval	eobrien	12/14/2018 10:26:47 AM
Contract Manager Approval	nroble1	01/04/2019 13:49:06 PM
Budget Analyst Approval	cpalme2	01/09/2019 14:12:37 PM
BOE Agenda Approval	cmurph3	01/09/2019 14:47:28 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: **21398**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Eagle Copters Maintenance Ltd.**Contractor Name: **Eagle Copters Maintenance Ltd.**Address: **823 McTavish Road NE****Calgary, AB T2E 7G9**City/State/Zip: **CANADA,**Contact/Phone: **Tyler Williams 403-461-6967**Vendor No.: **F00000343**NV Business ID: **NV20181905535**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to 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 % Sportsmen Revenue**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **72DOW-S380**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/13/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **4 years and 16 days**4. Type of contract: **Contract**Contract description: **Helicopter Maint.**

5. Purpose of contract:

This is a new contract to provide ongoing helicopter maintenance (excluding engines).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency cannot perform all the necessary repairs.

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 necessary certifications to perform the 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):

**Arista Aviation Services LLC
Eagle Copters Ltd
Advanced Helicopter Services**b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #72DOW-S380, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/22/2018 Anticipated re-bid date: 09/22/2023

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

Department of Wildlife
2016-2018
Satisfactory

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

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

Not Applicable

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

Other

Non-Title 7 Business Entity

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Rick Thielmann, Chief Pilot Ph: 775-687-6727

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nrob1	12/21/2018 14:43:19 PM
Division Approval	eobrien	01/02/2019 11:53:21 AM
Department Approval	eobrien	01/02/2019 11:53:23 AM
Contract Manager Approval	nrob1	01/09/2019 14:17:20 PM
Budget Analyst Approval	cpalme2	01/09/2019 14:17:39 PM
BOE Agenda Approval	cmurph3	01/09/2019 14:45:20 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: **21387**

Agency Name:	DCNR - FORESTRY DIVISION	Legal Entity Name:	AUTOMATED TEMPERATURE CONTROLS, INC.
Agency Code:	706	Contractor Name:	AUTOMATED TEMPERATURE CONTROLS, INC.
Appropriation Unit:	4195-95	Address:	AUTOMATED TEMPERATURE CONTROLS 8535 DOUBLE R BLVD
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89511
If "No" please explain:	Not Applicable	Contact/Phone:	Gary Larkin 775-826-7700
		Vendor No.:	PUR0003825
		NV Business ID:	NV19871039226

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that 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 #: **NDF19-015**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **148 days**4. Type of contract: **Contract**Contract description: **Dispatch Sec Sys**

5. Purpose of contract:

This is a new contract to provide upgrades to the building security control systems at the Sierra Front Interagency Dispatch Center and the Elko Interagency Dispatch Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,472.00**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon completion of work performed in a satisfactory manner and receipt/approval of contractor's invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to overhaul and expand the Sierra Front Interagency Dispatch Centers security System and upgrade the Elko Interagency Dispatch Center's visual notification system.

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

State employees do not have the expertise to perform 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: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 181202

Approval Date: 12/14/2018

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

Automated Temperature Controls, Inc. is the Northern Nevada Delta Controls distributor and the regions sole source for inteliWEB building maintenance software.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

NDF is currently under contract with Automated Temperature Controls inc. (CETS17645 and 18470).

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

Yes

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

NDF is currently under contract with Automated Temperature Controls inc. (CETS17645 and 18470).

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

No

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Simerly, Brett, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	12/18/2018 11:16:24 AM
Division Approval	dprather	12/18/2018 11:21:57 AM
Department Approval	dprather	12/18/2018 11:22:00 AM
Contract Manager Approval	jcoope8	12/18/2018 14:45:17 PM
Budget Analyst Approval	cpalme2	12/21/2018 10:09:13 AM
BOE Agenda Approval	cmurph3	12/22/2018 15:28:50 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:	
Approval#:	181202

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: Nevada Division of Forestry		
	Contact Name and Title	Phone Number	Email Address
	Brett Simerly Support Services Program Manager	775-684-2517	bsimerly@forestry.nv.gov

1b	Vendor Information:	
	Identify Vendor:	Automated Temperature Controls, Inc.
	Contact Name:	Peter Sellman
	Address:	8535 Double R Boulevard, Reno, NV 89511
	Telephone Number:	775-826-7700
	Email Address:	info@atc-nv.com

1c	Type of Waiver Requested - Check the appropriate type:	
	Sole or Single Source:	Sole Source
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

1e	Term:				
	One (1) Time Purchase:				
	Contract: 1-Year	Start Date:	Upon Approval	End Date:	June 30 th , 2019

1f	Funding:	
	State Appropriated:	X
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$91,472.00

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<ol style="list-style-type: none"> 1. Minden Interagency Dispatch Center: <ul style="list-style-type: none"> ○ <i>Install enteliWEB proprietary access controls on four (4) exterior doors and include four (4) IP based camera connections with one (1) new IP based camera.</i> ○ <i>Install Radio Room door status monitoring system and Entry Way door annunciation device and incorporate both into the Delta Controls Building Management Control System.</i> ○ <i>Integrate one (1) network video recorder and cameras to one (1) wall-mounted enteliWEB access monitoring system and connect to Delta Controls Building Management Control System.</i> 2. Elko Interagency Dispatch Center: <ul style="list-style-type: none"> ○ <i>Install four (4) IP based cameras and one (1) wall-mounted enteliWEB access monitoring system and connect to Delta Controls Building Management Control System.</i> 3. <i>Integrate new portions of Delta Controls Building Management Control System with existing sequence of operations.</i> 4. <i>Provide instruction/training of new control systems to NDF staff.</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>Automated Temperature Controls, Inc. is the northern Nevada Delta Controls distributor and the regions sole source for inteliWEB building management software. Currently, this dispatch center's existing building control system is driven by Delta Controls inteliWEB enterprise software which was previously installed on the agency's servers and computers. The proposed contract will modify the existing building control system by adding features that will allow access and occupancy data to be collected and used to automatically adjust HVAC system functions as well as add federally mandated emergency dispatch center security features.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>This facilities existing building management system is driven by inteliWEB software which is proprietary to Delta Controls and distributed by Automated Temperature Controls, Inc. Currently NDF has the enterprise version of the inteliWEB software installed on the agency's servers and computers which allows staff to remotely access and control building functions as well as troubleshoot and diagnose problems. NDF currently has two facilities that are exclusively being controlled by inteliWEB software and the agency is requesting funding in the upcoming biennial budget to add this building automation to all its facilities. Additionally, adding additional vendors and equipment would increase costs associated with new equipment, hardware, software, and ongoing maintenance.</i>

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>	
	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.					
	<i>Alternative services/commodities were evaluated and it was determined that using Automated Temperature Controls, Inc. would be more cost effective and at a savings of approximately 20%-30% on the overall contract price. Additionally, this contract would reduce the amount of equipment and hardware required to support these two additional building functions while saving space in the already crowded facility.</i>					
	b. If not, why were alternatives not evaluated?					

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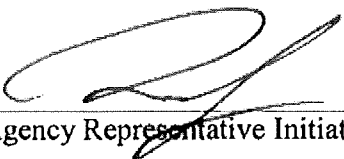
6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.			Yes:		No:	X
	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:						
	Term Start and End Dates		Value	Short Description		Type of Procurement (RFP, RFQ, Waiver #)	
			\$				
			\$				
			\$				
			\$				

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>The Division of Forestry will be forced to spend approximately 20%-30% more for adding the additional software and hardware, and be required to find additional space in the facility to house the new equipment.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>The Division of Forestry, with the assistance of the State Public Works Division, has researched other similar building control systems. It was determined that adding these two new functions to the existing inteliWEB building control system would have less impact to this facility's offices and server room, while also being a substantial cost savings to the State for not duplicating software and hardware. Comparisons also showed competitor's systems were incomparable in both quality and functionality.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	X	No:	X
	a. If yes, please provide details regarding future obligations or needs.				
	In the event the agency would require further services from this vendor in the future, a new approval request may be submitted. ***Note: A portion of this work was previously approved under Solicitation Waiver Justification and Request Form # 180702 however contract time expired prior to commencement of work and a contract time extension being executed.				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.




Agency Representative Initiating Request

Brett Simerly, Support Services Program Manager

Print Name of Agency Representative Initiating Request

11/19/18

Date



Signature of Agency Head Authorizing Request

12/3/18

Date

Dave Prather, Deputy Administrator

Print Name of Agency Head Authorizing Request

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

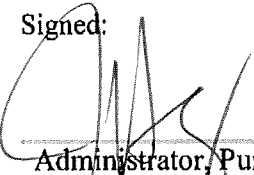
Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed: 

Administrator, Purchasing Division or Designee

12-14-2018

Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21435**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4195-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **D.G. HAND CONSTRUCTION COMPANY**Contractor Name: **D.G. HAND CONSTRUCTION COMPANY**Address: **1595 N. Lompa Lane**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **Zach Wahl 775-883-2526**Vendor No.: **T81050113**NV Business ID: **NV19851021189**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that 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 #: **NDF19-021**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **148 days**4. Type of contract: **Contract**Contract description: **M425 WR Headquarters**

5. Purpose of contract:

This is a new contract for maintenance at the Western Region Headquarters facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$78,692.72**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon completion of work performed in a satisfactory manner and receipt/approval of contractor's invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract for M425 Deferred Maintenance Western Region Headquarters Projects.

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 required expertise to perform 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):

Lapiccolo Construction
DG Hand Construction
Don M. Lazorko Construction
JMA Construction
Peters Tom Construction

b. Solicitation Waiver: **Not Applicable**

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

Contractor attended Pre-bid and provided lowest bid.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Simerly, Brett, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	01/07/2019 16:35:26 PM
Division Approval	dprather	01/08/2019 07:37:13 AM
Department Approval	dprather	01/08/2019 07:37:17 AM
Contract Manager Approval	jcoope8	01/08/2019 12:34:23 PM
Budget Analyst Approval	cpalme2	01/09/2019 13:17:08 PM
BOE Agenda Approval	cmurph3	01/09/2019 14:40:20 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: **21436**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4198-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PEARSON BROTHERS CONSTRUCTION COMPANY**Contractor Name: **PEARSON BROTHERS CONSTRUCTION COMPANY**Address: **HC 74 BOX 260**City/State/Zip: **PIOCHE, NV 89043-9501**Contact/Phone: **Nick Pearson 702-239-6047**Vendor No.: **T29000200A**NV Business ID: **NV20111610623**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that 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 #: **NDF19-020**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **148 days**4. Type of contract: **Contract**Contract description: **M425 Tonopah Camp**

5. Purpose of contract:

This is a new contract for maintenance work at the Tonopah Camp facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$97,450.00**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon completion of work performed in a satisfactory manner and receipt/approval of contractor's invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract for the completion of M425 Deferred Maintenance Projects at the Tonopah Camp.

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 expertise to perform 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):

Novad Construction Co
Desert Valley Contracting, Inc.
HR Builders, Inc.
Cobblestone Construction Co

Pearson Brothers Construction Co.
Don M. Lazorko Construction

b. Solicitation Waiver: **Not Applicable**

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

Attended Pre-Bid and provided quote.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

NDF has a current contract with Pearson Brothers, CETS 21360

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Simerly, Brett, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	01/08/2019 09:30:12 AM
Division Approval	dprather	01/08/2019 12:32:32 PM
Department Approval	dprather	01/08/2019 12:32:35 PM
Contract Manager Approval	jcoope8	01/08/2019 12:48:05 PM
Budget Analyst Approval	cpalme2	01/09/2019 14:06:07 PM
BOE Agenda Approval	cmurph3	01/09/2019 14:38:12 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **18483**Amendment Number: **2**Agency Name: **DETR - REHABILITATION DIVISION**Legal Entity Name: **BOARD OF REGENTS-CSN**Agency Code: **901**Contractor Name: **BOARD OF REGENTS-CSN**Appropriation Unit: **3265-09**Address: **3200 E. Cheyenne Ave
CSN Controllers Office**Is budget authority available?: **Yes**City/State/Zip: **North Las Vegas, NV 89030**

If "No" please explain: Not Applicable

Contact/Phone: **Lyndalou Bullard 702-651-4109**Vendor No.: **D35000800**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2017-2021**

What is the source of funds that 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 **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3014-18-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/27/2017**

Anticipated BOE meeting date 01/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2021**Contract term: **4 years and 96 days**4. Type of contract: **Interlocal Agreement**Contract description: **CSN - Softskills**

5. Purpose of contract:

This is the second amendment to the original interlocal contract to provide SoftSkills training for eligible clients of the Bureau of Vocational Rehabilitation and Bureau of Services to the Blind and Visually Impaired on soft work skills to enhance client's efforts in search of jobs and maintaining a job. This amendment increases the maximum amount from \$89,980 to \$179,740 due to a change in internal policy that requires mandatory attendance by all clients which increases the number of training classes offered each year.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$30,360.00	\$30,360.00	\$30,360.00	Yes - Info
a. Amendment 1:	\$59,620.00	\$59,620.00	\$89,980.00	Yes - Action
2. Amount of current amendment (#2):	\$89,760.00	\$89,760.00	\$89,760.00	Yes - Action
3. New maximum contract amount:	\$179,740.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The contract will provide BVR/BSBVI clients with training by skilled instructors and prepares the clients for interviews by employers for training programs. The clients will receive a completion certificate that will show prospective employers that the clients are prepared for their employment programs.

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 training to perform these functions.

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?

Interlocal - Governmental Entity

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The vendor has been under multiple contracts with BVR/BSBVI and has been providing satisfactory service since March 2003.

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmartin7	10/31/2018 12:56:17 PM
Division Approval	kdesoci1	12/10/2018 11:13:38 AM
Department Approval	kdesoci1	12/10/2018 11:16:32 AM
Contract Manager Approval	swilli31	12/17/2018 08:35:58 AM
Budget Analyst Approval	dbaughn	12/17/2018 13:59:55 PM
BOE Agenda Approval	tgreenam	01/04/2019 09:20:26 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: **14100** Amendment Number: **4**

Agency Name: **DEFERRED COMPENSATION** Legal Entity Name: **SEGAL ADVISORS, INC. DBA SEGAL MARCO ADVISORS**

Agency Code: **920** Contractor Name: **SEGAL ADVISORS, INC. DBA SEGAL MARCO ADVISORS**

Appropriation Unit: **1017-04** Address: **SEGAL MARCO ADVISORS**

Is budget authority available?: **Yes** City/State/Zip: **NEW YORK, NY 10001-2402**

If "No" please explain: Not Applicable Contact/Phone: **212-208-4564**

Vendor No.: **T29031233**

NV Business ID: **NV20121521837**

To what State Fiscal Year(s) will the contract be charged? **2013-2020**

What is the source of funds that will be used to pay the contractor? 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 **04/09/2013**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **03/31/2019**

Termination Date:

Contract term: **7 years and 84 days**4. Type of contract: **Contract**Contract description: **Investment Advisory**

5. Purpose of contract:

This is the fourth amendment to the original contract which provides ongoing investment consulting services including quarterly investment performance reviews, capital market research, fund searches and recommendations, board member and staff education on economic and capital market environment, a compliance audit, plan administration assistance and development and advice on plan provider requests for proposal. This amendment extends the termination date from March 31, 2019 to June 30, 2020 and increases the maximum amount from \$536,000 to \$659,125 but decreases Attachment CC (Scope of Work -- Provider RFP Search) from \$65,000 to \$45,000.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$258,000.00	\$258,000.00	\$258,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$153,000.00	\$153,000.00	\$153,000.00	Yes - Action
c. Amendment 3:	\$125,000.00	\$125,000.00	\$125,000.00	Yes - Action
2. Amount of current amendment (#4):	\$123,125.00	\$123,125.00	\$123,125.00	Yes - Action
3. New maximum contract amount:	\$659,125.00			
and/or the termination date of the original contract has changed to:	06/30/2020			

II. JUSTIFICATION

7. What conditions require that this work be done?

The committee oversees over \$589 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?

This vendor had the highest overall score during the evaluation process by the Committee.

d. Last bid date: 01/01/2013 Anticipated re-bid date: 01/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

2012, Deferred Compensation, Service Satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

ddav12

01/11/2019 10:45:33 AM

Division Approval	ddav12	01/11/2019 10:45:38 AM
Department Approval	ddav12	01/11/2019 10:45:43 AM
Contract Manager Approval	ddav12	01/14/2019 13:43:53 PM
Budget Analyst Approval	lfree1	01/15/2019 13:15:38 PM
BOE Agenda Approval	lfree1	01/18/2019 09:47:41 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: **21376**

Agency Name:	PUBLIC EMPLOYEES' BENEFITS PROGRAM	Legal Entity Name:	AMERICAN HEALTH HOLDING, INC.
Agency Code:	950	Contractor Name:	AMERICAN HEALTH HOLDING, INC.
Appropriation Unit:	1338 - All Categories	Address:	7400 WEST CAMPUS RD F-150
Is budget authority available?:	Yes	City/State/Zip	NEW ALBANY, OH 43054
If "No" please explain:	Not Applicable	Contact/Phone:	614-933-7654
		Vendor No.:	T27042609
		NV Business ID:	NV20001233804

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? 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 % Premium and Subsidy Income

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **4 years and 149 days**4. Type of contract: **Contract**Contract description: **UMCM Services**

5. Purpose of contract:

This is a new contract to provide utilization management and case management services for participants of the Public Employees' Benefits Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Public Employees' Benefits Program (PEBP) oversees the administration of the self-funded medical and dental plans as well as an Exclusive Provider Organization plan. These medical plans requires a vendor to provide pre-certification for certain medical services/procedures. Case management provides assistance during large or high dollar claim events.

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

State employees are not licensed to provide this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Sierra Health-Care Options
American Health Holdings**b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #95PEBP-S314 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/27/2018 Anticipated re-bid date: 08/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

16. a. Is the Contractor Name the same as the legal Entity Name?
Yes

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

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

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	01/03/2019 10:43:07 AM
Division Approval	ceaton	01/03/2019 10:43:10 AM
Department Approval	cglover	01/04/2019 12:03:27 PM
Contract Manager Approval	ceaton	01/04/2019 14:29:12 PM
Budget Analyst Approval	lfree1	01/16/2019 10:48:10 AM
BOE Agenda Approval	lfree1	01/16/2019 10:48:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17596** Amendment Number: **2**

Agency Name: **PUBLIC EMPLOYEES' BENEFITS** Legal Entity Name: **AON CONSULTING, INC.**

Agency Code: **950** Contractor Name: **AON CONSULTING, INC.**

Appropriation Unit: **1338-04** Address: **707 Wilshire Blvd**

Is budget authority available?: **Yes** City/State/Zip: **Los Angeles, CA 90017**

If "No" please explain: Not Applicable Contact/Phone: Kirby Bosley 213-630-2903

Vendor No.: T27021582A

NV Business ID: NV19921026511

To what State Fiscal Year(s) will the contract be charged? **2017-2022**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Premium Revenue and State Subsidy

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2016**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2022**Contract term: **6 years**4. Type of contract: **Contract**Contract description: **Actuary Consultant**

5. Purpose of contract:

This is the second amendment to the original contract for actuarial services. This amendment corrects the original maximum amount of the contract from \$3,500,000 to \$4,132,442, and reduces the corrected maximum amount of the contract from \$4,132,442 to \$3,376,585. The overall decreased amount of \$123,415 is due to correcting the original contract maximum from a 5 year proposed amount to a 6 year proposed amount to align the contract term and a reduction of rates effective January 1, 2019. This amendment also adds Attachment GG, Fee Schedule to correct and reduce rates through the end of the contract term.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,500,000.00	\$3,500,000.00	\$3,500,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	-\$123,415.00	-\$123,415.00	-\$123,415.00	Yes - Action
3. New maximum contract amount:	\$3,376,585.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Public Employees' Benefits Program requires the services of an actuary consultant.

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

State employees do not have the expertise to advise on a plan of the size and scope of PEBP.

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?

Pursuant to RFP #3211, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/01/2015 Anticipated re-bid date: 10/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

Aon is PEBP's current actuary consultant. PEBP is satisfied by the services provided by Aon.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	12/31/2018 07:57:47 AM
Division Approval	ceaton	12/31/2018 07:57:50 AM
Department Approval	cglover	01/02/2019 09:41:13 AM
Contract Manager Approval	ceaton	01/02/2019 10:04:03 AM
Budget Analyst Approval	lfree1	01/04/2019 13:13:26 PM
BOE Agenda Approval	lfree1	01/04/2019 13:13:28 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **21042** Amendment Number: **1**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **Lee A. Drizin, Chtd**

Agency Code: **BDC** Contractor Name: **Lee A. Drizin, Chtd**

Appropriation Unit: **B007 - All Categories** Address: **2460 Professional Court Suite 110**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89128**

If "No" please explain: Not Applicable Contact/Phone: **lee@leedrizin.com 702-798-4955**

Vendor No.: **NV20031316720**

NV Business ID: **NV20031316720**

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to 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
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 **07/01/2018**

Anticipated BOE meeting date 01/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2019**

Termination Date:

Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is the first amendment to the original contract for outside legal counsel. This amendment increases the maximum amount from \$70,000 to \$150,000 to provide additional services for a case on appeal with the Nevada Supreme Court and additional litigation services in a case in the Clark County District Court.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$70,000.00	\$70,000.00	\$70,000.00	Yes - Action
2. Amount of current amendment (#1):	\$80,000.00	\$80,000.00	\$80,000.00	Yes - Action
3. New maximum contract amount:	\$150,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 631.190

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

NRS 631.190 allows the Dental Board to hire outside legal counsel services for expertise that current staff does not have.

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?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	12/18/2018 16:19:32 PM
Division Approval	vwind1	12/18/2018 16:19:35 PM
Department Approval	vwind1	12/18/2018 16:19:39 PM
Contract Manager Approval	vwind1	12/18/2018 16:19:44 PM
Budget Analyst Approval	lfree1	12/21/2018 10:11:39 AM
BOE Agenda Approval	lfree1	12/27/2018 10:55:20 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: **18966**Amendment
Number: **1**Legal Entity
Name: **Louis Ling**Agency Name: **BDC LICENSING BOARDS &
COMMISSIONS**Contractor Name: **Louis Ling**Agency Code: **BDC**Address: **933 Gear Street**Appropriation Unit: **B026 - All Categories**Is budget authority
available?: **Yes**City/State/Zip **Reno, NV 89503**

If "No" please explain: Not Applicable

Contact/Phone: **775-233-9099**

Vendor No.:

NV Business ID: **NV20171383755**To what State Fiscal Year(s) will the contract be charged? **2018-2023**

What is the source of funds that will be used to 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 % Licensure
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **09/01/2017**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **08/31/2019**

Termination Date:

Contract term: **5 years**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is the first amendment to the original contract for legal services for the Board, which includes representation in law suits, disciplinary actions, administrative hearings, legislative assistance, and providing specific legal advice. The amendment extends the termination date of the contract until August 31, 2022 and increases the amount maximum from \$48,000 to \$175,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$48,000.00	\$48,000.00	\$48,000.00	Yes - Info
2. Amount of current amendment (#1):	\$127,000.00	\$127,000.00	\$175,000.00	Yes - Action
3. New maximum contract amount:	\$175,000.00			
and/or the termination date of the original contract has changed to:	08/31/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board periodically finds it necessary to engage an Independent Contractor for the purpose of accomplishing work of the Board under statute authority. NRS 333.700 authorizes the hiring of independent legal counsel.

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

There is no legal expertise within the Board. Legal services to be provided by the Contractor pertain to a specific area of knowledge. There is also a need for continuity of 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: **Professional Service (As defined in NAC 333.150)**

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

The Contractor has provided legal services for the Board for numerous years and possesses the necessary expertise resulting in continuity of knowledge, continuing services and reduction of cost.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jstrand1	01/03/2019 07:31:44 AM
Division Approval	jstrand1	01/03/2019 07:31:50 AM
Department Approval	jstrand1	01/03/2019 07:31:55 AM
Contract Manager Approval	jstrand1	01/03/2019 07:32:04 AM
Budget Analyst Approval	lfree1	01/03/2019 13:49:31 PM

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	AMERICAN SIGN LANGUAGE COMMUNICATION, LLC	OTHER: VARIOUS AGENCIES	\$150,000	
	Contract Description:	This is a new contract to provide on-site sign language interpretation services statewide.				
		Term of Contract:	02/12/2019 - 01/15/2021	Contract # 21417		
2.		VARIOUS STATE AGENCIES	ARC HEALTH AND WELLNESS CENTERS, LLC	OTHER: VARIOUS AGENCIES	\$1,700,000	
	Contract Description:	This is the first amendment to the original contract to provide occupational health services to State employees, including annual physical exams for police officers and firefighters as well as cardiac, pulmonary and audiology consultations/evaluations. This amendment increases the maximum amount from \$4,000,000 to \$5,700,000 due to the continued need for these services.				
		Term of Contract:	07/01/2015 - 06/30/2019	Contract # 16591		
3.		VARIOUS STATE AGENCIES	BOYS TOWN NEVADA, INC.	OTHER: VARIOUS AGENCIES	\$2,000,000	
	Contract Description:	This a new contract to provide early intervention and behavioral services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21371		
4.		VARIOUS STATE AGENCIES	BELLA GIA PROPERTIES, LLC	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	This is a new contract to provide group home services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21412		
5.		VARIOUS STATE AGENCIES	CONVERGEONE, INC.	OTHER: VARIOUS AGENCIES	\$2,500,000	
	Contract Description:	This is a new contract to provide voice and data communications services statewide.				
		Term of Contract:	03/01/2019 - 02/28/2023	Contract # 21438		
6.		VARIOUS STATE AGENCIES	CAROLINE L. PRESTON BASS DBA PRESTON BASS INTERPRETING SERVICES	OTHER: VARIOUS AGENCIES	\$150,000	
	Contract Description:	This is a new statewide contract to provide on-site sign language interpretation services.				
		Term of Contract:	02/12/2019 - 01/15/2021	Contract # 21418		
7.		VARIOUS STATE AGENCIES	DAWN GARDEN HOME CARE, LLC	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	This is a new contract to provide group home services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21415		
8.		VARIOUS STATE AGENCIES	DESERT PARKWAY BEHAVIORAL HEALTHCARE HOSPITAL	OTHER: VARIOUS AGENCIES	\$350,000	
	Contract Description:	This is a new contract to provide inpatient and outpatient behavioral health services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21413		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.		VARIOUS STATE AGENCIES	DUNGARVIN NEVADA, LLC	OTHER: VARIOUS AGENCIES	\$12,500,000	
	Contract Description:	This is the first amendment to the original contract to provide residential, supported living and day services statewide. This amendment increases the maximum amount from \$1,500,000 million to \$14,000,000 million based on the projected expenditures for the contract term.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20493		
10.		VARIOUS STATE AGENCIES	ELEOS CARE, INC.	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide 24 hour care services to individuals with developmental disabilities statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21378		
11.		VARIOUS STATE AGENCIES	FOUNDATION FOR POSITIVELY KIDS	OTHER: VARIOUS AGENCIES	\$5,000,000	
	Contract Description:	This is the first amendment to the original contract to provide pediatric healthcare, medical clinics, early intervention and home health services. This amendment increases the maximum amount from \$3,000,000 to \$8,000,000 based on the projected expenditures for the contract term.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20439		
12.		VARIOUS STATE AGENCIES	GARY C. RIDENOUR, MD. PC.	OTHER: VARIOUS AGENCIES	\$100,000	
	Contract Description:	This is a new contract to provide family medical care services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21401		
13.		VARIOUS STATE AGENCIES	HUMBOLDT HUMAN DEVELOPMENT SERVICES, INC.	OTHER: VARIOUS AGENCIES	\$8,500,000	
	Contract Description:	This is the first amendment to the original contract to provide supportive living arrangements. This amendment increases the maximum amount from \$1,500,000 million to \$10,000,000 million based on projected expenditures for the contract term.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20819		
14.		VARIOUS STATE AGENCIES	ODYSSEY HOUSE, INC.	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	The purpose of this contract is to provide drug and substance abuse counseling services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21389		
15.		VARIOUS STATE AGENCIES	PERCEPTIONS COUNSELING CENTER OF SOUTHERN NEVADA	OTHER: VARIOUS AGENICES	\$200,000	
	Contract Description:	This is a new contract to provide mental health and substance abuse counseling services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21404		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.		VARIOUS STATE AGENCIES	RENO CENTER FOR CHILD AND ADOLESCENT HEALTH	OTHER: VARIOUS AGENCIES	\$100,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21434		
17.		VARIOUS STATE AGENCIES	JENNIFER L. RICHARDSON	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide acute care services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21399		
18.		VARIOUS STATE AGENCIES	ROYAL HEIGHTS, LLC	OTHER: VARIOUS AGENCIES	\$550,000	
	Contract Description:	This is the first amendment to the original contract to provide supportive living services statewide. This amendment increases the maximum amount from \$250,000 to \$800,000 based on projected expenditures for the contract term.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20929		
19.		VARIOUS STATE AGENCIES	RURAL NEVADA COUNSELING	OTHER: VARIOUS AGENCIES	\$1,500,000	
	Contract Description:	This is a new contract to provide outpatient substance abuse and mental health treatment and transitional living services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21382		
20.		VARIOUS STATE AGENCIES	SOUTHWEST AUTISM & BEHAVIORAL SOLUTIONS, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is the first amendment to the original contract to provide applied behavioral analysis services. This amendment increases the maximum amount from \$1,000,000 to \$2,000,000 based on projected expenditures for the contract term.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 20274		
21.		VARIOUS STATE AGENCIES	SPRING MOUNTAIN TREATMENT CENTER	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21428		
22.		VARIOUS STATE AGENCIES	STACEY WRIGHT, PLLC	OTHER: VARIOUS AGENCIES	\$250,000	
	Contract Description:	This is a new contract to provide medical and psychiatry services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21358		
23.		VARIOUS STATE AGENCIES	STEVEN H. BERGER, M.D.	OTHER: VARIOUS AGENICES	\$500,000	
	Contract Description:	This is a new contract to provide acute medical services statewide.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 21400		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.		VARIOUS STATE AGENCIES	TANCELL CARE, LLC	OTHER: VARIOUS AGENCIES	\$3,750,000	
	Contract Description:	This is the first amendment to the original contract to provide supportive living services. This amendment increases the maximum amount from \$250,000 to \$4,000,000 due to re-estimating monthly person per month spend for individuals utilizing this provider.				
		Term of Contract:	11/13/2018 - 06/30/2022	Contract # 21187		
25.		VARIOUS STATE AGENCIES	MARCO A.VARELA	OTHER: VARIOUS AGENCIES	\$50,000	
	Contract Description:	This is a new contract to provide onsite and remote Spanish language interpretation statewide.				
		Term of Contract:	02/12/2019 - 01/15/2022	Contract # 21424		
26.		VARIOUS STATE AGENCIES	VOX NETWORK SOLUTIONS	OTHER: VARIOUS AGENCIES	\$2,500,000	
	Contract Description:	This is a new contract to provide voice and data communications services statewide.				
		Term of Contract:	Upon Approval - 02/28/2023	Contract # 21427		

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: **21417**Agency Name: **MSA 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: **AMERICAN SIGN LANGUAGE COMMUNICATION, LLC**Contractor Name: **AMERICAN SIGN LANGUAGE COMMUNICATION, LLC**Address: **40 W. HORIZON RIDGE PARKWAY**City/State/Zip: **HENDERSON, NV 89002**Contact/Phone: **Crystina Scott 702/610-4722**Vendor No.: **T29026382A**NV Business ID: **NV20081113914**To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? 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 Agencies**Agency Reference #: **AT-359**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/15/2021**Contract term: **1 year and 338 days**4. Type of contract: **MSA**Contract description: **Onsite Interpreting**

5. Purpose of contract:

This is a new contract to provide on-site sign language interpretation services statewide.

6. NEW CONTRACT

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

7. What conditions require that this work be done?

The State is required to provide services in American Sign Language for the public as needed.

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

There is a significantly greater need for ASL interpretation services than what the state can currently provide in its budding ASL interpretation program which requires the State to meet this need.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 contractor has been qualified to provide on-site sign language interpretation services to create a pool of qualified vendors for the good of the State.

d. Last bid date: 10/19/2018 Anticipated re-bid date: 01/30/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/03/2019 11:29:23 AM
Division Approval	mstewa10	01/03/2019 11:29:25 AM
Department Approval	mstewa10	01/03/2019 11:29:27 AM
Contract Manager Approval	atayl10	01/03/2019 12:26:11 PM
Budget Analyst Approval	aprasa1	01/08/2019 08:38:41 AM
BOE Agenda Approval	lfree1	01/08/2019 14:33:16 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 CONTRACT1. Contract Number: **16591**Amendment
Number: **1**Agency Name: **MSA MASTER SERVICE
AGREEMENTS**Legal Entity
Name: **ARC HEALTH AND WELLNESS
CENTERS, LLC**Agency Code: **MSA**Contractor Name: **ARC HEALTH AND WELLNESS
CENTERS, LLC**Appropriation Unit: **9999 - All Categories**Address: **82 E GLENDALE AVE**Is budget authority
available?: **Yes**City/State/Zip **SPARKS, NV 89431**

If "No" please explain: Not Applicable

Contact/Phone: **PAUL GRANSTROM 775/846-3413**Vendor No.: **T32000878**NV Business ID: **NV20081522740**To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? 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 Agencies

Agency Reference #: **3148**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/01/2015**
Examiner's approval?Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2019**
Termination Date:Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Health Services**

5. Purpose of contract:

This is the first amendment to the original contract to provide occupational health services to State employees, including annual physical exams for police officers and firefighters as well as cardiac, pulmonary and audiology consultations/evaluations. This amendment increases the maximum amount from \$4,000,000 to \$5,700,000 due to the continued need for these services.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00	Yes - Action
2. Amount of current amendment (#1):	\$1,700,000.00	\$1,700,000.00	\$1,700,000.00	Yes - Action
3. New maximum contract amount:	\$5,700,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Requirements are mandated in NRS 617.455, 457 and NAC 617.010 - 617.100.

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

State employees do not have the expertise to perform 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):

Nevada Occupational Health Center

concentra Medical Centers
ARC Health and Wellness LLC

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3148 and in accordance with NRS 333, the selected vendor was one of three highest scoring vendors selected to provide statewide services as determined by an independently appointed evaluation committee.

d. Last bid date: 10/29/2014 Anticipated re-bid date: 10/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

This vendor holds a current MSA contract to provide these services throughout the state. Service provided has been satisfactory.

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	12/10/2018 16:19:51 PM
Division Approval	mstewa10	12/10/2018 16:19:54 PM
Department Approval	mstewa10	12/10/2018 16:19:57 PM
Contract Manager Approval	gburchet	12/18/2018 10:46:06 AM
Budget Analyst Approval	mmoren1	12/18/2018 11:16:26 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: **21371**Agency Name: **MSA 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: **BOYS TOWN NEVADA, INC.**Contractor Name: **BOYS TOWN NEVADA, INC.**Address: **821 N MOJAVE RD**City/State/Zip: **LAS VEGAS, NV 89101-2407**Contact/Phone: **702/642-7070**Vendor No.: **T29035496**NV Business ID: **NV20031565317**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **RM167**

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This a new contract to provide early intervention and behavioral services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	12/19/2018 14:49:50 PM
Division Approval	mstewa10	12/19/2018 14:49:52 PM
Department Approval	mstewa10	12/19/2018 14:49:54 PM
Contract Manager Approval	mstewa10	12/19/2018 14:49:57 PM
Budget Analyst Approval	aprasa1	01/03/2019 10:53:14 AM
BOE Agenda Approval	lfree1	01/03/2019 13:40:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21412**Agency Name: **MSA 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: Bella Gia Properties, LLC

Contractor Name: **Bella Gia Properties, LLC**Address: **5642 Clydesdale St.**City/State/Zip: **Las Vegas, NV 89119**

Contact/Phone: Phil Ullio 702-888-5888

Vendor No.: T29041290

NV Business ID: NV20151280317

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: RM167

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide group home services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	01/04/2019 11:43:49 AM
Division Approval	jthom17	01/04/2019 11:43:51 AM
Department Approval	jthom17	01/04/2019 11:43:54 AM
Contract Manager Approval	rvradenb	01/04/2019 11:44:23 AM
Budget Analyst Approval	mmoren1	01/07/2019 13:15:55 PM
BOE Agenda Approval	lfree1	01/07/2019 14:54:45 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 CONTRACT1. Contract Number: **21438**Agency Name: **MSA 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: **CONVERGEONE, INC.**Contractor Name: **CONVERGEONE, INC.**Address: **3344 HIGHWAY 149**City/State/Zip: **EAGAN, MN 55121**Contact/Phone: **Velinda Ward 651/393-6353**Vendor No.: **T32004231A**NV Business ID: **NV20011490185**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? 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 Agencies**Agency Reference #: **99SWC-S362 GB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Voice/Data Services**

5. Purpose of contract:

This is a new contract to provide voice and data communications services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: As invoiced by vendor and accepted by the State

II. JUSTIFICATION

7. What conditions require that this work be done?

Voice and data communications are necessary for all State agencies.

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

This is a specialized service9. 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):

**ConvergeOne
Vox Network solutions
Carousel Industries**b. Solicitation Waiver: **Not Applicable**

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

This vendor scored the highest points based on the evaluation committee scoring.

d. Last bid date: 10/16/2018 Anticipated re-bid date: 10/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/10/2019 09:59:31 AM
Division Approval	mstewa10	01/10/2019 09:59:34 AM
Department Approval	mstewa10	01/10/2019 09:59:36 AM
Contract Manager Approval	gburchet	01/10/2019 10:01:00 AM
Budget Analyst Approval	aurruty	01/15/2019 14:45:32 PM
BOE Agenda Approval	lfree1	01/17/2019 10:20:54 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: **21418**Agency Name: **MSA 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: **Caroline L. Preston Bass DBA Preston Bass Interpreting Services**Contractor Name: **Caroline L. Preston Bass DBA Preston Bass Interpreting Services**Address: **PO BOX 370162**City/State/Zip: **LAS VEGAS, NV 89137**Contact/Phone: **Caroline Bass 702/228-5181**Vendor No.: **T81201973**NV Business ID: **NV20041135569**To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? 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 Agencies

Agency Reference #: **AT-359**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/15/2021**Contract term: **1 year and 338 days**4. Type of contract: **MSA**Contract description: **Onsite Interpreting**

5. Purpose of contract:

This is a new statewide contract to provide on-site sign language interpretation services.

6. NEW CONTRACT

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

7. What conditions require that this work be done?

The State is required to provide services in American Sign Language for the public as needed.

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

There is a significantly greater need for ASL interpretation services than what the state can currently provide in its budding ASL interpretation program which requires the State to meet this need.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 contractor has been qualified to provide on-site sign language interpretation services to create a pool of qualified vendors for the good of the State.

d. Last bid date: 10/19/2018 Anticipated re-bid date: 01/30/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/03/2019 11:29:00 AM
Division Approval	mstewa10	01/03/2019 11:29:02 AM
Department Approval	mstewa10	01/03/2019 11:29:04 AM
Contract Manager Approval	atayl10	01/03/2019 12:25:52 PM
Budget Analyst Approval	mmoren1	01/07/2019 10:25:04 AM
BOE Agenda Approval	lfree1	01/07/2019 14:50:53 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21415**Agency Name: **MSA 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: **DAWN GARDEN HOME CARE, LLC**Contractor Name: **DAWN GARDEN HOME CARE, LLC**Address: **9190 DAWN GARDEN AVE**City/State/Zip: **LAS VEGAS, NV 89147-7893**Contact/Phone: **Delia Hawkins 702/405-0991**Vendor No.: **T27037123**NV Business ID: **NV20121763697**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

Agency Reference #: **RM167**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **02/2019**Retroactive? **Yes**

If "Yes", please explain

Following the Governor's All-Agency memo #2017-20 canceling all current Provider agreements, some providers did not know to submit new applications. Dawn Garden Home Care was one of those providers. The Department of Public and Behavioral Health has been in need of their services for the past few years and as such have assisted the Provider with completing the necessary contract requirements. The need to continue to provide care for vulnerable citizens is the reason for the retroactive.

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide group home services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

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

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	01/03/2019 08:54:33 AM
Division Approval	jthom17	01/03/2019 08:54:36 AM
Department Approval	jthom17	01/03/2019 08:54:40 AM
Contract Manager Approval	rvradenb	01/08/2019 08:41:17 AM
Budget Analyst Approval	aurruty	01/09/2019 16:41:11 PM
BOE Agenda Approval	lfree1	01/10/2019 11:04:58 AM
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

MEMORANDUM

To: Susan Brown, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: January 3, 2019
Subject: Retroactive Memo – Delia Hawkins DBA Dawn Garden Home Care
CETS: 21415

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Employment, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing new contracts representing hundreds of millions of dollars in State spending actively occurring to provide the continued support for the most vulnerable of Nevada's citizens.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many providers as possible to submit a Statement of Qualification for evaluation and to execute contracts before the end of our fiscal year 2019. This is to ensure these services for the State of Nevada's most vulnerable citizens would continue without a lapse. As it turns out, the provider for this contract has limited access to computer technology. Agency personnel worked with the provider to complete their application and assist them through the online process after the cancellation of all provider contracts following the all agency memo. This vendor has provided excellent services for many years. The residents, currently residing within their facility will need relocation and DPBH will not have the authority to reimburse Dawn Garden Home Care for their services. To ensure that services and care for these citizens continue without lapse, DPBH is requesting that this contract be accepted as retro active to July 1, 2018.

We therefore request that this contract be accepted with a retroactive start date July 1, 2018.

A handwritten signature in black ink, appearing to be "J. Haag", is written over the typed name and title.
Jeffrey Haag
Administrator State Purchasing

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: **21413**Agency Name: **MSA 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: **DESERT PARKWAY BEHAVIORAL HEALTHCARE HOSPITAL**Contractor Name: **DESERT PARKWAY BEHAVIORAL HEALTHCARE HOSPITAL**Address: **3247 S MARYLAND PKWY**City/State/Zip: **LAS VEGAS, NV 89109-2412**Contact/Phone: **Tristan Ivy 702/776-3520**Vendor No.: **T29035238**NV Business ID: **NV20121200392**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

Agency Reference #: **RM167**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide inpatient and outpatient behavioral health services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the qualified personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

DHCFP and the division was satisfied

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	01/08/2019 08:53:25 AM
Division Approval	jthom17	01/08/2019 08:53:27 AM
Department Approval	jthom17	01/08/2019 08:53:30 AM
Contract Manager Approval	rvradenb	01/08/2019 10:06:33 AM
Budget Analyst Approval	aurruty	01/08/2019 16:03:17 PM
BOE Agenda Approval	lfree1	01/08/2019 16:19:03 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 CONTRACT1. Contract Number: **20493**Amendment
Number: **1**Agency Name: **MSA MASTER SERVICE
AGREEMENTS**Legal Entity
Name: **Dungarvin Nevada, LLC**Agency Code: **MSA**Contractor Name: **Dungarvin Nevada, LLC**Appropriation Unit: **9999 - All Categories**Address: **3325 West Craig Rd.
Suite A**Is budget authority
available?: **Yes**City/State/Zip **North Las Vegas, NV 89032**

If "No" please explain: Not Applicable

Contact/Phone: **Patrick Brendle 702/222-2243**Vendor No.: **T29010310**NV Business ID: **NV20061225995**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2022**

Termination Date:

Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This is the first amendment to the original contract to provide residential, supported living and day services statewide. This amendment increases the maximum amount from \$1,500,000 million to \$14,000,000 million based on the projected expenditures for the contract term.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	Yes - Action
2. Amount of current amendment (#1):	\$12,500,000.00	\$12,500,000.00	\$12,500,000.00	Yes - Action
3. New maximum contract amount:	\$14,000,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

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?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The Department of Health and Human Services. Agency is satisfied.

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	01/08/2019 08:55:50 AM
Division Approval	jthom17	01/08/2019 08:55:54 AM
Department Approval	jthom17	01/08/2019 08:55:57 AM
Contract Manager Approval	rvradenb	01/08/2019 10:07:17 AM
Budget Analyst Approval	aurruty	01/09/2019 09:53:55 AM
BOE Agenda Approval	lfree1	01/10/2019 11:57:46 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: **21378**Agency Name: **MSA 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: Eleos Care, Inc.

Contractor Name: **Eleos Care, Inc.**Address: **4575 Dean Martin Drive #2409**City/State/Zip: **Las Vegas , NV 89103**

Contact/Phone: Guerin Senter 702-687-1350

Vendor No.:

NV Business ID: NV20181102948

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: RM167

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide 24 hour care services to individuals with developmental disabilities statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	12/19/2018 14:50:31 PM
Division Approval	mstewa10	12/19/2018 14:50:33 PM
Department Approval	mstewa10	12/19/2018 14:50:36 PM
Contract Manager Approval	mstewa10	12/19/2018 14:50:38 PM
Budget Analyst Approval	mmoren1	01/03/2019 11:15:17 AM
BOE Agenda Approval	lfree1	01/04/2019 12:59:08 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20439** Amendment Number: **1**

Agency Name: **MSA MASTER SERVICE AGREEMENTS** Legal Entity Name: **FOUNDATION FOR POSITIVELY KIDS**

Agency Code: **MSA** Contractor Name: **FOUNDATION FOR POSITIVELY KIDS**

Appropriation Unit: **9999 - All Categories** Address: **2480 E. TOMPKINS AVE. SUITE 222**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89121**

If "No" please explain: Not Applicable Contact/Phone: **Yvonne Moore 702/262-0252**

Vendor No.: **T29005746A**

NV Business ID: **NV19991199570**

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Medical Provider**

5. Purpose of contract:

This is the first amendment to the original contract to provide pediatric healthcare, medical clinics, early intervention and home health services. This amendment increases the maximum amount from \$3,000,000 to \$8,000,000 based on the projected expenditures for the contract term.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	Yes - Action
2. Amount of current amendment (#1):	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	Yes - Action
3. New maximum contract amount:	\$8,000,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The Department of Health and Human Services. Agency is satisfied.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

17. Not Applicable

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/04/2019 09:31:16 AM
Division Approval	mstewa10	01/04/2019 09:31:19 AM
Department Approval	mstewa10	01/04/2019 09:31:21 AM
Contract Manager Approval	mstewa10	01/04/2019 09:31:24 AM
Budget Analyst Approval	mmoren1	01/04/2019 10:15:32 AM
BOE Agenda Approval	lfree1	01/04/2019 12:49:39 PM

AMENDMENT # 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada

Acting by and Through Its

Various Agencies through Department of Administration, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV, 89701

Contact: Ronda Miller

Phone: 775-684-0182 Fax: 775-684-0188

Email: rlmiller@admin.nv.gov

and

Foundation for Positively Kids

2480 E. Tompkins Avenue, Suite 222

Las Vegas, NV, 89121

Contact: Fred Schultz

Phone: 702-262-0037 Fax: 702-262-0252

Email: fredschultz@positivelykids.org

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 #99SWC-S107 and dated 09/11/2018, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. The contract amendment is to increase the contract authority by \$5,000,000.00 for a new not to exceed amount of \$8,000,000.00. Current contract spend will exceed the contract authority before the end of the anticipated contract term, to be June 30, 2022

Current Contract Language:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to exceed:	\$3,000,000.00	
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result of legislative appropriation may require.

Amended Contract Language:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to exceed:	\$8,000,000.00	
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result 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.

Exhibit A: Original 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.

Independent Contractor's Signature

Date

Independent Contractor's Title

Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General

Date

CETS# 20439
RFQ#99SWC-S107

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 E. Musser St, Rm 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Ronda Miller
Phone:	775-684-0182
Fax:	775-684-0188
Email:	rlmiller@admin.nv.gov

Contractor Name:	Foundation for Positively Kids
Address:	2480 E. Tompkins Ave, Suite 222
City, State, Zip Code:	Las Vegas, NV 89121
Contact:	Yvonne Moore, Vice President of Early Intervention
Phone:	702-262-0037
Fax:	702-262-0252
Email:	yvonnemoore@positivelykids.org

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), 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.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS# 20439
RFQ#99SWC-S107

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval anticipated to be date (July 10, 2018).

Effective from:	July 1, 2018	To:	June 30, 2022 with a possible five (5) one (1) year extensions.
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFQ# 99SWC-S107
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to Exceed:	\$3,000,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result 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. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the third Friday in July of the same calendar year. A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject 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 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 Section.

- 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. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- 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 claims(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. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) 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
 - 2) 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
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) 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
 - 6) 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. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

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 Section survive termination:

- 1) 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;
- 2) 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;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

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. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. 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. 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 AND DEFENSE.** 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by

reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.**

Refer to the RFQ for Insurance 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 shall provide proof of its compliance upon request of the Contracting Agency. 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.

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 data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

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, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

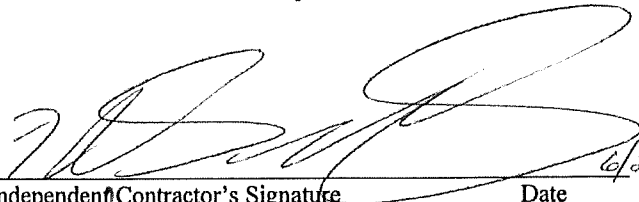
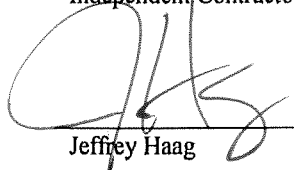
A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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 subcontracts 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, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), 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, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products 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.
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. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

CETS#	20439
RFQ#99SWC-S107	

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


	<u>6/26/18</u>	<u>CEO</u>
Independent Contractor's Signature	Date	Independent Contractor's Title
	<u>6-2-2018</u>	
Jeffrey Haag	Date	Administrator Title


Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 8.14. 2018
Date

Approved as to form by:


Deputy Attorney General for Attorney General

On: 29-June-18
Date

Brian Sandoval
Governor



Patrick Cates
Director

Jeffrey Haag
Administrator

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

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: **21401**Agency Name: **MSA 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: **GARY C. RIDENOUR, MD. PC.**Contractor Name: **GARY C. RIDENOUR, MD. PC.**Address: **2152 Reno HWY Suite 1**City/State/Zip: **FALLON, NV 89406**Contact/Phone: **Maile Munoz 775/423-6400**Vendor No.: **T80461300A**NV Business ID: **NV19821005130**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **RM107**

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide family medical care services statewide.

6. NEW CONTRACT

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

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/26/2018 15:27:26 PM
Division Approval	jthom17	12/26/2018 15:27:28 PM
Department Approval	jthom17	12/26/2018 15:27:31 PM
Contract Manager Approval	rvradenb	12/26/2018 15:32:51 PM
Budget Analyst Approval	mmoren1	01/03/2019 11:35:56 AM
BOE Agenda Approval	lfree1	01/04/2019 13:00:26 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: **20819** Amendment Number: **1**

Agency Name: **MSA MASTER SERVICE AGREEMENTS** Legal Entity Name: **Humboldt Human Development Services, Inc.**

Agency Code: **MSA** Contractor Name: **Humboldt Human Development Services, Inc.**

Appropriation Unit: **9999 - All Categories** Address: **307 E. 4th Street**

Is budget authority available?: **Yes** City/State/Zip: **Winnemucca, NV 89445**

If "No" please explain: **Not Applicable** Contact/Phone: **Denyse Lizer 775-625-3939**

To what State Fiscal Year(s) will the contract be charged? **2019-2022** Vendor No.: **T81009976A**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. NV Business ID: **NV19981270734**

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2022**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **NonMedical Provider**

5. Purpose of contract:

This is the first amendment to the original contract to provide supportive living arrangements. This amendment increases the maximum amount from \$1,500,000 million to \$10,000,000 million based on projected expenditures for the contract term.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	Yes - Action
2. Amount of current amendment (#1):	\$8,500,000.00	\$8,500,000.00	\$8,500,000.00	Yes - Action
3. New maximum contract amount:	\$10,000,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

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?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The Department of Health and Human Services. Agency is satisfied.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	01/08/2019 08:56:25 AM
Division Approval	jthom17	01/08/2019 08:56:28 AM
Department Approval	jthom17	01/08/2019 08:56:33 AM
Contract Manager Approval	rvradenb	01/08/2019 10:07:53 AM
Budget Analyst Approval	aurruty	01/09/2019 10:19:38 AM
BOE Agenda Approval	lfree1	01/10/2019 12:03:07 PM

Brian Sandoval
Governor



Patrick Cates
Director

Jeffrey Haag
Administrator

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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

CETS# 20819
RFQ#99SWC-S167

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 E. Musser St, Rm 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Ronda Miller
Phone:	775-684-0182
Fax:	775-684-0188
Email:	rlmiller@admin.nv.gov

Contractor Name:	Humboldt Human Development SVS Inc.
Address:	307 E. 4 th Street
City, State, Zip Code:	Winnemucca, NV 89445
Contact:	Denyse Lizer, CEO
Phone:	775-625-3939
Fax:	775-625-3944
Email:	denyse.lizer2@gmail.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), 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.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS#
RFQ#99SWC-S167

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval anticipated to be date (September 11, 2018).

Effective from:	July 1, 2018	To:	June 30, 2022 with a possible five (5) one (1) year extensions.
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFQ# 99SWC-S167
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to Exceed:	\$1,500,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result 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. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the third Friday in July of the same calendar year. A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject 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 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 Section.

- 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. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- 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 claims(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. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) 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
 - 2) 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
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) 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
 - 6) 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.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- 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 Section survive termination:
- 1) 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;
 - 2) 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;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
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. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. 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. 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 AND DEFENSE.** 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by

reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.**
Refer to the RFQ for Insurance 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 shall provide proof of its compliance upon request of the Contracting Agency. 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.
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 data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
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, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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 subcontracts 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, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), 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, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products 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.
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. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

CETS#
RFQ#99SWC-S167

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

Charles L. Luni 8/7/18
Independent Contractor's Signature Date

CFO
Independent Contractor's Title

Jeffrey Haag 8.13.2018
Jeffrey Haag Date

Administrator
Title

APPROVED BY BOARD OF EXAMINERS

[Signature]
Signature - Board of Examiners

On: 9/11/18
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On: 10 Aug 18
Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21389**Agency Name: **MSA 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: **ODYSSEY HOUSE, INC. (UTAH)**Contractor Name: **ODYSSEY HOUSE, INC.**Address: **344 E 100 S STE 301**City/State/Zip: **SALT LAKE CITY, UT 84111-1727**Contact/Phone: **Joanna Wheelton 801/428-3487**Vendor No.: **T29037877**NV Business ID: **NV20151688985**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **RM107**

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

The purpose of this contract is to provide drug and substance abuse counseling services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agencies do not have the staff to provide these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

No b. If "No", please explain:

DBA

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	12/19/2018 14:51:35 PM
Division Approval	mstewa10	12/19/2018 14:51:37 PM
Department Approval	mstewa10	12/19/2018 14:51:40 PM
Contract Manager Approval	mstewa10	12/19/2018 14:51:42 PM
Budget Analyst Approval	aprasa1	01/03/2019 10:56:01 AM
BOE Agenda Approval	lfree1	01/03/2019 13:59:04 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 CONTRACT1. Contract Number: **21404**Agency Name: **MSA 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: **PERCEPTIONS COUNSELING CENTER OF SOUTHERN NEVADA**Contractor Name: **PERCEPTIONS COUNSELING CENTER OF SOUTHERN NEVADA**Address: **3097 E WARM SPRINGS RD STE 400**City/State/Zip: **LAS VEGAS, NV 89120-3757**Contact/Phone: **Betty Saguanpong 702/850-8700**Vendor No.: **T27040329**NV Business ID: **NV20141228271**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **RM107**

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide mental health and substance abuse counseling services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	01/04/2019 11:43:12 AM
Division Approval	jthom17	01/04/2019 11:43:14 AM
Department Approval	jthom17	01/04/2019 11:43:17 AM
Contract Manager Approval	rvradenb	01/04/2019 11:44:31 AM
Budget Analyst Approval	mmoren1	01/07/2019 12:49:10 PM
BOE Agenda Approval	lfree1	01/07/2019 14:52:51 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: **21434**Agency Name: **MSA 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: **RENO CENTER FOR CHILD AND ADOLESCENT HEALTH**Contractor Name: **RENO CENTER FOR CHILD AND ADOLESCENT HEALTH**Address: **3596 BAKER LN**City/State/Zip: **RENO, NV 89509-5458**Contact/Phone: **775/825-5437**Vendor No.: **T29023089**NV Business ID: **NV20091499410**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **RM107**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 121 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide psychiatry services statewide.

6. NEW CONTRACT

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

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	01/08/2019 08:55:17 AM
Division Approval	jthom17	01/08/2019 08:55:19 AM
Department Approval	jthom17	01/08/2019 08:55:22 AM
Contract Manager Approval	rvradenb	01/08/2019 10:06:59 AM
Budget Analyst Approval	aurruty	01/15/2019 10:14:03 AM
BOE Agenda Approval	lfree1	01/16/2019 10:56:29 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: **21399**Agency Name: **MSA 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: **RICHARDSON, JENNIFER L**Contractor Name: **RICHARDSON, JENNIFER L**Address: **JENNIFER LEONA RICHARDSON RN
2155 Elmcrest Dr.**City/State/Zip: **Reno, NV 89503**Contact/Phone: **Jennifer Richardson 775-770-8886**Vendor No.: **T27042613**NV Business ID: **NV20181849254**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

Agency Reference #: **RM107**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide acute care services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: As invoiced by Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/24/2018 10:55:22 AM
Division Approval	jthom17	12/24/2018 10:55:24 AM
Department Approval	jthom17	12/24/2018 10:55:27 AM
Contract Manager Approval	rmille8	01/04/2019 07:02:22 AM
Budget Analyst Approval	mmoren1	01/04/2019 08:39:42 AM
BOE Agenda Approval	lfree1	01/04/2019 13:01:56 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 CONTRACT1. Contract Number: **20929**Amendment
Number: **1**Legal Entity
Name: **Royal Heights, LLC**Agency Name: **MSA MASTER SERVICE
AGREEMENTS**Contractor Name: **Royal Heights, LLC**Agency Code: **MSA**Address: **P. O. Box 10022**Appropriation Unit: **9999 - All Categories**Is budget authority
available?: **Yes**City/State/Zip **Reno, NV 89510**

If "No" please explain: Not Applicable

Contact/Phone: **Alex Lapasaran 775-530-9328**Vendor No.: **T32007114**NV Business ID: **NV20121035951**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2022**

Termination Date:

Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This is the first amendment to the original contract to provide supportive living services statewide. This amendment increases the maximum amount from \$250,000 to \$800,000 based on projected expenditures for the contract term.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$250,000.00	\$250,000.00	\$250,000.00	Yes - Action
2. Amount of current amendment (#1):	\$550,000.00	\$550,000.00	\$550,000.00	Yes - Action
3. New maximum contract amount:	\$800,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

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?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

LLC

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

No b. If "No", please explain:

DBA

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/26/2018 15:26:44 PM
Division Approval	jthom17	12/26/2018 15:26:47 PM
Department Approval	jthom17	12/26/2018 15:26:50 PM
Contract Manager Approval	rvradenb	01/03/2019 13:44:58 PM
Budget Analyst Approval	aprasa1	01/03/2019 13:55:32 PM
BOE Agenda Approval	lfree1	01/04/2019 13:04:08 PM

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 E. Musser St, Rm 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Ronda Miller
Phone:	775-684-0182
Fax:	775-684-0188
Email:	rlmiller@admin.nv.gov

Contractor Name:	Royal Heights LLC
Address:	P.O. Box 10022
City, State, Zip Code:	Reno, NV 89510
Contact:	Alex Lapasaran
Phone:	775-530-9328
Fax:	775-453-2214
Email:	royalheightsllc@gmail.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), 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.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.



CETS#
RFQ#99SWC-S167

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval anticipated to be date (September 11, 2018).

Effective from:	July 1, 2018	To:	June 30, 2022 with a possible five (5) one (1) year extensions.
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFQ# 99SWC-S167
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to Exceed:	\$250,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result 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. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the third Friday in July of the same calendar year. A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject 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 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 Section.

- 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. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- 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 claims(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. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) 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
 - 2) 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
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) 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
 - 6) 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. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

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 Section survive termination:

- 1) 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;
- 2) 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;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

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. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. 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. 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 AND DEFENSE.** 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by

reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.**
Refer to the RFQ for Insurance 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 shall provide proof of its compliance upon request of the Contracting Agency. 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.
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 data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
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, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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 subcontracts 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, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.


- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), 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, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products 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.
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. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

CETS#
RFQ#99SWC-S167

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


 8/9/18
 Independent Contractor's Signature Date

MANAGING PARTNER
 Independent Contractor's Title

 8/14/18
 Jeffrey Haag Date

for

Administrator
 Title


 Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 9-11-18
 Date

Approved as to form by:


 Deputy Attorney General for Attorney General

On: 14 Aug 18
 Date



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

MEMORANDUM

To: Jim Wells, Director, Governor's Finance Office
From: Jeffrey Haag, Administrator State Purchasing
Date: June 11, 2018
Subject: Retroactive Memo

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract.

Therefore, the Nevada Department of Administration's Purchasing Division, in partnership with the most affected Departments of Health and Human Services (DHHS) and Education, Training, and Rehabilitation (DETR), were charged with developing a new procurement process and executing approximately 400 new contracts representing hundreds of millions of dollars in state spending in six months.

DHHS, DETR and the Purchasing Division have gone to extreme efforts to get as many Provider's as possible to submit a Statement of Qualifications for evaluation and execute contracts by the July 10th, Board of Examiners meeting so that these services for the State of Nevada's most vulnerable citizens would continue without a lapse.

Because of the short deadline allowed to convert these provider agreements to contracts, develop a procedure where there previously was none, and because of the volume of agreements to be converted, we are requesting that these contracts be accepted with a retroactive start date of July 1, 2018.

Jeffrey Haag
Administrator State Purchasing

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: **21382**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Rural Nevada Counseling
Agency Code:	MSA	Contractor Name:	Rural Nevada Counseling
Appropriation Unit:	9999 - All Categories	Address:	720 South Main St.
Is budget authority available?:	Yes	City/State/Zip	YERINGTON, NV 89447
If "No" please explain:	Not Applicable	Contact/Phone:	Tenea Smith 775/463-6597
		Vendor No.:	T80819840A
		NV Business ID:	NV19731004866

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

Agency Reference #: RM167

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide outpatient substance abuse and mental health treatment and transitional living services statewide.

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 the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 05/03/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	12/19/2018 14:51:03 PM
Division Approval	mstewa10	12/19/2018 14:51:05 PM
Department Approval	mstewa10	12/19/2018 14:51:08 PM
Contract Manager Approval	mstewa10	12/19/2018 14:51:10 PM
Budget Analyst Approval	aprasa1	01/03/2019 09:20:54 AM
BOE Agenda Approval	lfree1	01/03/2019 13:39:35 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 CONTRACT1. Contract Number: **20274**Amendment
Number: **1**Agency Name: **MSA MASTER SERVICE
AGREEMENTS**Legal Entity
Name: **SOUTHWEST AUTISM & BEHAVIORAL
SOLUTIONS, LLC**Agency Code: **MSA**Contractor Name: **SOUTHWEST AUTISM &
BEHAVIORAL SOLUTIONS, LLC**Appropriation Unit: **9999 - All Categories**Address: **2110 E. FLAMINGO ROAD, STE 350**Is budget authority
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89119**

If "No" please explain: Not Applicable

Contact/Phone: Vanessa Fessenden 702/270-3219

Vendor No.: T32001159

NV Business ID: NV20091410048

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2022**

Termination Date:

Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Providers**

5. Purpose of contract:

This is the first amendment to the original contract to provide applied behavioral analysis services. This amendment increases the maximum amount from \$1,000,000 to \$2,000,000 based on projected expenditures for the contract term.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	Yes - Action
2. Amount of current amendment (#1):	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	Yes - Action
3. New maximum contract amount:	\$2,000,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The Department of Health and Human Services. Agency is satisfied.

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/04/2019 09:30:18 AM
Division Approval	mstewa10	01/04/2019 09:30:21 AM
Department Approval	mstewa10	01/04/2019 09:30:25 AM
Contract Manager Approval	mstewa10	01/04/2019 09:30:28 AM
Budget Analyst Approval	mmoren1	01/04/2019 10:03:12 AM
BOE Agenda Approval	lfree1	01/04/2019 12:54:16 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: 20274

Agency Name: MSA 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:

SOUTHWEST AUTISM & BEHAVIORAL SOLUTIONS, LLC ✓

Contractor Name:

SOUTHWEST AUTISM & BEHAVIORAL SOLUTIONS, LLC ✓

Address:

2700 E SUNSET RD STE 24
2110 E. FURNACE RD, STE 350

City/State/Zip

LAS VEGAS, NV 89420-3519- 89119

Contact/Phone:

702/270-3219 ✓

Vendor No.:

T32001159 ✓

NV Business ID:

NV20091410048 ✓

To what State Fiscal Year(s) will the contract be charged? 2019-2022

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? No or b. other effective date 07/01/2018 ✓

Anticipated BOE meeting date 07/2018

Retroactive? Yes

If "Yes", please explain

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Governor's Finance Office All-Agency Memo #2017-20 directed agencies to discontinue use of Provider Agreements due to past inappropriate use. Current agreements must be terminated by 6/30/18 and be replaced by new contracts, following Board of Examiners' approval guidelines. The need for new procurement processes, evaluation of vendor qualifications and execution of over 400 contracts has created a backlog and many new contracts will not be approved before expiry of current agreements.

APPROVED BY THE
BOARD OF EXAMINERS

3. Termination Date: 06/30/2022

Contract term: 4 years ✓

4. Type of contract: MSA

Contract description: NonMedical Providers

AT
THEIR JUL 10 2018MEETING # 110 (12)
minutes

5. Purpose of contract:

This is a new contract to provide Applied Behavior Analysis services statewide. This contract replaces the previous provider agreement.

6. NEW CONTRACT

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

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services. ✓

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

This is a specialized service that requires specially trained individuals to provide these services. ✓

9. Were quotes or proposals solicited?

No

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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The Department of Health and Human Services. Agency is satisfied.

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	06/14/2018 15:26:07 PM
Division Approval	mstewa10	06/14/2018 15:26:09 PM
Department Approval	mstewa10	06/14/2018 15:26:12 PM
Contract Manager Approval	mstewa10	06/14/2018 15:26:15 PM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

AMENDMENT # 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting by and Through Its

Various Agencies through Department of Administration, Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV, 89701
Contact: Ronda Miller
Phone: 775-684-0182 Fax: 775-684-0188
Email: rlmiller@admin.nv.gov

and

Southwest Autism & Behavioral Solutions

2110 E. Flamingo Road, Suite 350
Las Vegas, NV 89119
Contact: Vanessa Fessenden
Phone: 702-270-3219 Fax: 866-833-2056
Email: vfessenden@southwestbehavior.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 #99SWC-S167 and dated 07/10/2018, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
- A. The contract amendment is to increase the contract authority by \$1,000,000.00 for a new not to exceed amount of \$2,000,000.00. Current contract spend will exceed the contract authority before the end of the anticipated contract term, to be June 30, 2022

Current Contract Language:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to exceed:	\$1,000,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result of legislative appropriation may require.

Amended Contract Language:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to exceed:	\$2,000,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result 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.

Exhibit A: Original 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.

Independent Contractor's Signature

Date

Independent Contractor's Title

Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Deputy Attorney General for Attorney General

Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21428**Agency Name: **MSA 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: **UHS OF SPRING MOUNTAIN, INC.**Contractor Name: **SPRING MOUNTAIN TREATMENT CENTER**Address: **7000 W SPRING MOUNTAIN RD**City/State/Zip: **LAS VEGAS, NV 89117-3816**Contact/Phone: **702/873-2400**Vendor No.: **T81095899**NV Business ID: **NV20041430271**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **RM167**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**Anticipated BOE meeting date **02/2019**Retroactive? **Yes**

If "Yes", please explain

Pursuant to the Governor's Finance Office, Budget Division's all agency memo #2017-20, dated December 29, 2017, agencies must terminate any active, ongoing Provider Agreements no later than June 30, 2018, regardless of the expiration date of the contract. Spring Mountain Treatment Center has continuously supported children and adolescents with mental health issues. Treatment could not be suspended and the provider was unaware of the updated process for contracting.

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

This is a new contract to provide psychiatry services statewide. This contract replaces a previous provider agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

No b. If "No", please explain:

Vendor name is a DBA of the legal entity.

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	01/08/2019 08:54:51 AM
Division Approval	jthom17	01/08/2019 08:54:53 AM
Department Approval	jthom17	01/08/2019 08:54:56 AM
Contract Manager Approval	rvradenb	01/08/2019 10:06:46 AM
Budget Analyst Approval	aurruty	01/10/2019 09:31:26 AM
BOE Agenda Approval	lfree1	01/10/2019 13:39:40 PM
BOE Final Approval	Pending	

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 E. Musser St, Rm 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Ronda Miller
Phone:	775-684-0182
Fax:	775-684-0188
Email:	rlmiller@admin.nv.gov

Contractor Name:	Spring Mountain Treatment Center
Address:	7000 W. Spring Mountain Road
City, State, Zip Code:	Las Vegas, NV 89117
Contact:	Naomi Jones- Director of Business Development
Phone:	(702) 322-1910
Fax:	(702) 322-1933
Email:	Naomi.jones@uhsinc.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), 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.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS#
RFQ#99SWC-S167

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval anticipated to be date (November 13, 2018).

Effective from:	Upon BOE approval anticipated to be November 13, 2018.	To:	June 30, 2022 with a possible five (5) one (1) year extensions.
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFQ# 99SWC-S167
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to Exceed:	\$250,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result 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. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the third Friday in July of the same calendar year. A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject 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 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 Section.

- 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. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- 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 claims(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. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) 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
 - 2) 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
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) 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
 - 6) 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. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

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 Section survive termination:

- 1) 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;
- 2) 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;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

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. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. 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. 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 AND DEFENSE.** 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.**
Refer to the RFQ for Insurance 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 shall provide proof of its compliance upon request of the Contracting Agency. 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.
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 data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
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, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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 subcontracts 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, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), 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, council or board;
- B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products 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.
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. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

CETS#
RFQ#99SWC-S167

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

Immaculee 12/19/18
Independent Contractor's Signature Date

CFO
Independent Contractor's Title

Jeffrey Haag _____
Date

Administrator
Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

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: **21358**Agency Name: **MSA 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: **Stacey Wright, PLLC**Contractor Name: **Stacey Wright, PLLC**Address: **3810 East Hardesty St**City/State/Zip: **Boise, ID 83716**Contact/Phone: **Stacey Wright 208-631-0685**Vendor No.: **732007320**NV Business ID: **NV20181601153**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **RM107**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide medical and psychiatry services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide 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):

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/18/2018 10:51:01 AM
Division Approval	jthom17	12/18/2018 10:51:04 AM
Department Approval	jthom17	12/18/2018 10:51:09 AM
Contract Manager Approval	rmille8	12/18/2018 10:54:57 AM
Budget Analyst Approval	mmoren1	12/18/2018 11:23:24 AM
BOE Agenda Approval	lfree1	12/18/2018 13:33:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21400**Agency Name: **MSA 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: Steven H. Berger, M.D.

Contractor Name: **Steven H. Berger, M.D.**Address: **2490 Eastshore PI Unit A201**City/State/Zip **Reno, NV 89509**

Contact/Phone: Steven Berger 765-414-1827

Vendor No.: T27042630

NV Business ID: NV20181137333

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: RM107

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 149 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is a new contract to provide acute medical services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: As invoiced by the Contractor and paid pursuant to an approved work order with a State agency.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	12/24/2018 10:53:57 AM
Division Approval	jthom17	12/24/2018 10:53:59 AM
Department Approval	jthom17	12/24/2018 10:54:02 AM
Contract Manager Approval	rvradenb	12/26/2018 15:32:24 PM
Budget Analyst Approval	aprasa1	01/03/2019 11:36:02 AM
BOE Agenda Approval	lfree1	01/03/2019 13:56:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21187**Amendment
Number: **1**Agency Name: **MSA MASTER SERVICE
AGREEMENTS**Legal Entity
Name: **Tancell Care, LLC**Agency Code: **MSA**Contractor Name: **Tancell Care, LLC**Appropriation Unit: **9999 - All Categories**Address: **9788 Gillespie St.
Suite 419**Is budget authority
available?: **Yes**City/State/Zip **Las Vegas, NV 89183**

If "No" please explain: Not Applicable

Contact/Phone: **Louie Tandiono-Cellona 702-882-4975**Vendor No.: **T27042527**NV Business ID: **NV20181283232**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

Agency Reference #: **RM167**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **11/13/2018**
Examiner's approval?Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2022**
Termination Date:Contract term: **3 years and 229 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

This is the first amendment to the original contract to provide supportive living services. This amendment increases the maximum amount from \$250,000 to \$4,000,000 due to re-estimating monthly person per month spend for individuals utilizing this provider.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$250,000.00	\$250,000.00	\$250,000.00	Yes - Action
2. Amount of current amendment (#1):	\$3,750,000.00	\$3,750,000.00	\$3,750,000.00	Yes - Action
3. New maximum contract amount:	\$4,000,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited? No
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?

d. Last bid date: 03/30/2018 Anticipated re-bid date: 05/15/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The Department of Health and Human Services. Agency is satisfied.

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/03/2019 14:15:48 PM
Division Approval	mstewa10	01/03/2019 14:15:51 PM
Department Approval	mstewa10	01/03/2019 14:16:16 PM
Contract Manager Approval	mstewa10	01/03/2019 14:16:19 PM
Budget Analyst Approval	aprasa1	01/07/2019 10:41:16 AM
BOE Agenda Approval	lfree1	01/07/2019 13:01:23 PM

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 E. Musser St, Rm 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Ronda Miller
Phone:	775-684-0182
Fax:	775-684-0188
Email:	rlmiller@admin.nv.gov

Contractor Name:	Tancell Care LLC.
Address:	9788 Gillespie St. Suite 419
City, State, Zip Code:	Las Vegas, NV 89183
Contact:	Louie Tandiono-Cellano
Phone:	702-882-4975
Fax:	702-441-0466
Email:	lcellona@tancellcare.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), 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.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval anticipated to be date (November 13, 2018).

Effective from:	Upon BOE approval anticipated to be November 13, 2018.	To:	June 30, 2022 with a possible five (5) one (1) year extensions.
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFQ# 99SWC-S167
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in subsequent Service Agreements, if any, for the payments set forth in the Service Agreements.

Total Contract Not to Exceed:	\$250,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in an authorized Work Order. 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 result 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. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the third Friday in July of the same calendar year. A billing submitted after the third Friday in July, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject 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 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

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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 Section.

- 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. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- 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 claims(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. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) 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
 - 2) 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
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) 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
 - 6) 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. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

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 Section survive termination:

- 1) 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;
- 2) 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;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

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. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. 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. 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 AND DEFENSE.** 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 breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by

reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.

16. **INSURANCE SCHEDULE.**

Refer to the RFQ for Insurance 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 shall provide proof of its compliance upon request of the Contracting Agency. 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.

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 data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.

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, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

- 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, 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 subcontracts 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, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.

- C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), 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, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products 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.
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. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State or Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

CETS#	21187
RFQ#99SWC-S167	

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


 Independent Contractor's Signature 10/4/18
 Date

CHIEF EXECUTIVE OFFICER
 Independent Contractor's Title


 Jeffrey Haag 10-9-2018
 Date

Administrator
 Title

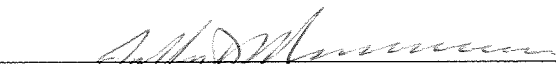


APPROVED BY BOARD OF EXAMINERS

Signature -- Board of Examiners

On: 11.13.2018
 Date

Approved as to form by:


 Deputy Attorney General for Attorney General

On: 5 Oct 18
 Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21424**Agency Name: **MSA 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: **VARELA, MARCO A.**Contractor Name: **VARELA, MARCO A.**Address: **1930 DEL FONT CT**City/State/Zip: **LAS VEGAS, NV 89117-2153**Contact/Phone: **702/443-2992**Vendor No.: **T27035047**NV Business ID: **NV20141286195**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X Other funding 100.00 % Various Agencies**Agency Reference #: **AT-359**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/15/2022**Contract term: **2 years and 338 days**4. Type of contract: **MSA**Contract description: **Spanish Interpreting**

5. Purpose of contract:

This is a new contract to provide onsite and remote Spanish language interpretation statewide.

6. NEW CONTRACT

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

7. What conditions require that this work be done?

The State is required to provide services and official documents in languages other than English.

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

Most state workers do not speak other languages or have the proficiency in the languages needed to conduct vital governmental operations and serve the public adequately.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 contractor has been qualified to provide on-site interpretation and document translation services to create a pool of qualified vendors for the good of the State.

d. Last bid date: 10/19/2018 Anticipated re-bid date: 01/30/2026

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Sole Proprietor

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/04/2019 11:03:01 AM
Division Approval	mstewa10	01/04/2019 11:03:03 AM
Department Approval	mstewa10	01/04/2019 11:03:06 AM
Contract Manager Approval	mstewa10	01/04/2019 11:03:08 AM
Budget Analyst Approval	aurruty	01/11/2019 16:46:51 PM
BOE Agenda Approval	lfree1	01/14/2019 10:11:02 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: **21427**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	VOX NETWORK SOLUTIONS
Agency Code:	MSA	Contractor Name:	VOX NETWORK SOLUTIONS
Appropriation Unit:	9999 - All Categories	Address:	8000 MARINA BLVD STE 130
Is budget authority available?:	Yes	City/State/Zip	BRISBANE, CA 94005-1882
If "No" please explain:	Not Applicable	Contact/Phone:	Allan Pedersen 650/989-1026
		Vendor No.:	T29037701
		NV Business ID:	NV20151706142

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? 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 Agencies

Agency Reference #: 99SWC0S362 GB

2. Contract start date:

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

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **4 years and 28 days**4. Type of contract: **MSA**Contract description: **Voice & Data Communi**

5. Purpose of contract:

This is a new contract to provide voice and data communications services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,500,000.00**

Other basis for payment: As invoiced by Contractor and accepted by a State agency

II. JUSTIFICATION

7. What conditions require that this work be done?

Voice and Data Communications are necessary for all State Agencies.

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

This is a specialized service9. 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):

Carousel Industries**Converge One Inc**b. Solicitation Waiver: **Not Applicable**

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

This vendor scored the highest based on the evaluation committee scoring.

d. Last bid date: 10/16/2018 Anticipated re-bid date: 10/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	01/08/2019 11:42:13 AM
Division Approval	mstewa10	01/08/2019 11:42:15 AM
Department Approval	mstewa10	01/08/2019 11:42:18 AM
Contract Manager Approval	gburchet	01/08/2019 11:50:10 AM
Budget Analyst Approval	lfree1	01/10/2019 11:11:58 AM
BOE Agenda Approval	lfree1	01/10/2019 11:12:01 AM
BOE Final Approval	Pending	

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL LITIGATION FUND	KPS3, INC.	GENERAL	\$44,750	
	Contract Description:	This is a new contract to provide ongoing services for development and maintenance of a database to electronically track tobacco compliance checks.				
		Term of Contract:	01/18/2019 - 01/31/2021	Contract # 21421		
2.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIMS FUND	AON RISK CONSULTANTS DBA AON GLOBAL RISK CONSULTING	OTHER: TORT FUNDS	\$13,000	
	Contract Description:	This is a new contract to provide ongoing services for a biennial actuarial study of the outstanding losses, projected ultimate losses and projected losses paid for the Self Insured Automobile Liability, Civil Rights Liability and General Liability programs of the State's Tort Fund.				
		Term of Contract:	07/01/2019 - 12/31/2022	Contract # 21442		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	CCS PRESENTATION SYSTEMS	OTHER: BUILDINGS AND GROUNDS BUILDING RENT INCOME REVENUE	\$45,000	
	Contract Description:	This is a new contract to provide audiovisual technical services, as needed, to state-owned buildings in the southern Nevada area.				
		Term of Contract:	01/17/2019 - 12/31/2023	Contract # 21406		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ENVIRONMENTAL WILDLIFE AND PEST MANAGEMENT	OTHER: BUILDINGS AND GROUNDS BUILDING RENT INCOME REVENUE	\$45,000	
	Contract Description:	This is a new contract for interior and exterior pest control services as needed, for state-owned buildings in the northern Nevada area.				
		Term of Contract:	12/19/2018 - 11/30/2022	Contract # 21313		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	FLIPPIN'S TRENCHING, INC.	OTHER: BUILDINGS AND GROUNDS BUILDING RENT INCOME REVENUE	\$45,000	
	Contract Description:	This is a new contract that will provide for excavation equipment, non-destructive excavation and other underground excavation services, as needed.				
		Term of Contract:	01/14/2019 - 12/31/2022	Contract # 21384		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	RICK'S FLOOR COVERING	FEE: BUILDINGS AND GROUNDS BUILDING RENT INCOME REVENUE	\$25,000	
	Contract Description:	This is a new contract to provide ongoing flooring installation and repair services for state-owned buildings in the northern Nevada area.				
		Term of Contract:	12/18/2018 - 10/31/2022	Contract # 21226		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - STATEWIDE CIP PROJECTS - NON-EXEC	JBA CONSULTING ENGINEERS, INC.	OTHER: AGENCY FUNDS	(\$20,360)	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the Enterprise Information Technology Services - Cooling System Renovation Advance Planning CIP project, to include design, construction and bid documents for the replacement of the air conditioning system associated with the state computer facility main server room's in Carson City: CIP Project No. 17-P03; SPWD Contract No. 111814. This amendment decreases the maximum amount from \$49,000 to \$28,640 due to the cancellation of certain services needed for this project.				
		Term of Contract:	01/26/2018 - 06/30/2022	Contract # 19671		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - CULTURAL AFFAIRS CIP PROJECTS - NON-EXEC	PETTY & ASSOCIATES, INC.	OTHER: REALLOCATED BOND FUNDING FROM 15-M30 AND 15-M33	\$11,300	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Nevada State Museum - Chiller Replacement CIP project to include construction and bid documents, as well as construction administration services to replace the existing roof mounted air-cooled chiller and associated piping and controls: CIP Project No. 15-M38: SPWD Contract No. 112370.				
		Term of Contract:	01/16/2019 - 01/01/2024	Contract # 21448		
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - CULTURAL AFFAIRS CIP PROJECTS - NON-EXEC	PRECISION AIR BALANCE CO., INC.	BONDS	\$38,550	Professional Service
	Contract Description:	This is a new contract to provide ongoing professional building systems commissioning, surveying and other miscellaneous building commissioning services for the Nevada State Museum in Las Vegas: CIP Project No. 15-M32; SPWD Contract No. 112320.				
		Term of Contract:	12/18/2018 - 06/30/2022	Contract # 21370		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10.	082	ADMINISTRATION - STATE PUBLIC WORKS DIVISION	LUMOS & ASSOCIATES, INC.	FEDERAL	\$21,100	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Nevada Army National Guard Aviation Support Facility - Flight Operations Drainage Improvements CIP project to include design, bid and construction documents and, well as construction administration services, for the pavement and building drainage improvements needed to direct storm drainage away from onsite flight operations: CIP Project No. 19-A008; SPWD Contract No.112334				
		Term of Contract:	01/16/2019 - 06/30/2023	Contract # 21456		
11.	082	ADMINISTRATION - STATE PUBLIC WORKS DIVISION	POGGEMEYER DESIGN GROUP, INC.	OTHER: AGENCY FUNDED CIP	\$49,880	Professional Service
	Contract Description:	This a new contract to provide professional architectural/engineering services for the Floyd Edsall Training Center - Portland Cement Concrete (PCC) Pavement and Shade Structures CIP project to include design development, bid and construction documents, as well as construction administration services required for the construction phase of the project: CIP Project No. 19-A013; SPWD Contract No. 112268.				
		Term of Contract:	12/27/2018 - 06/30/2023	Contract # 21397		
12.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	SIERRA PACIFIC POWER, A NEVADA CORPORATION	OTHER: REVENUE	\$17,065	
	Contract Description:	This is a new revenue contract to provide rack space at Elko Mountain in Elko County.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21366		
13.	240	DEPARTMENT OF VETERANS SERVICES - SOUTHERN NEVADA VETERANS HOME ACCOUNT	PYRO COMBUSTION & CONTROLS, INC.	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$20,000	
	Contract Description:	This is a new contract to provide ongoing boiler cleaning, inspection, periodic preventative maintenance and fine tuning services at the Southern Nevada State Veterans Home.				
		Term of Contract:	01/16/2019 - 01/31/2023	Contract # 21451		
14.	240	DEPARTMENT OF VETERANS SERVICES - GENERAL VETERANS SERVICES-FEES - NON-EXEC	GKB STRATEGIES DBA THE BLUEPRINT COLLABORATIVE	OTHER: VETERANS GIFT ACCOUNT	\$24,000	
	Contract Description:	This is a new contract to provide ongoing general capital campaign guidance to raise money for the Northern Nevada State Veterans Home.				
		Term of Contract:	01/16/2019 - 01/31/2020	Contract # 21432		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	QBS, INC.	GENERAL 35% FEDERAL 65%	\$20,640	
	Contract Description:	This is a new contract that continues behavioral safety training and certification for staff to advance skills in working with individuals who may exhibit severe self-injurious or violent behaviors.				
		Term of Contract:	03/01/2019 - 02/28/2021	Contract # 21374		
16.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	PROBLANKE LLC DBA ALL PRO INSPECTIONS	GENERAL 40% FEDERAL 60%	\$30,000	
	Contract Description:	This is a new contract that continues ongoing services of group home and community based living arrangements Housing and Urban Development inspections.				
		Term of Contract:	01/22/2019 - 10/31/2020	Contract # 21168		
17.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	EMC CORPORATION	GENERAL 30% FEDERAL 70%	\$35,111	Sole Source
	Contract Description:	This is a new contract to finalize implementation of the RecoverPoint for virtual machines and EMC VxRail hardware and provide post deployment assistance.				
		Term of Contract:	12/20/2018 - 06/30/2019	Contract # 21192		
18.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SUMMIT VIEW YOUTH CENTER	JAMES F. THOMSON, JR DBA AMERICAN SOUTHWEST ELECTRIC	GENERAL	\$49,625	
	Contract Description:	This is a new contract to build erosion control to reduce water flow soil erosion in three areas.				
		Term of Contract:	01/16/2019 - 06/30/2019	Contract # 21410		
19.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	A ADOPTION ADVOCATES OF GEORGIA, INC.	GENERAL 64% FEDERAL 36%	\$40,000	
	Contract Description:	This is a new contract to provide ongoing federally mandated monthly visits for a child (or children) placed outside of Nevada in a residential facility.				
		Term of Contract:	07/01/2018 - 06/30/2022	Contract # 21266		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	ADOPTION ADVOCATES, INC.	GENERAL 64% FEDERAL 36%	\$24,000	
	Contract Description:	This is a new contract to provide ongoing federally mandated monthly visits for a child (or children) placed outside of Nevada in a residential facility.				
		Term of Contract:	12/01/2018 - 06/30/2022	Contract # 21275		
21.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	ASSOCIATION FOR GUIDANCE AIDE	GENERAL 64% FEDERAL 36%	\$24,000	
	Contract Description:	This is a new contract to provide ongoing federally mandated monthly visits for a child (or children) placed outside of Nevada in a residential facility.				
		Term of Contract:	12/22/2018 - 06/30/2022	Contract # 21297		
22.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	ADOPTION STAR, INC.	GENERAL 32% FEDERAL 68%	\$13,070	
	Contract Description:	This is a new contract to provide pre-placement and post-placement adoptive services for a youth being adopted out of state.				
		Term of Contract:	12/27/2018 - 09/30/2019	Contract # 21355		
23.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	CITY OF CARSON CITY	GENERAL 85% OTHER: COUNTY REIMBURSEMENT 15%	\$10,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing random, observed drug and alcohol testing services for clients when good of the state contracted providers are not within 30 miles of the client location or cannot provide observation of testing.				
		Term of Contract:	07/01/2018 - 09/30/2022	Contract # 21296		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	MADONNA BUGAJ	GENERAL 45% FEDERAL 55%	\$21,600	
	Contract Description:	This is a new contract that continues to provide therapeutic dance services to support the curriculum of the day treatment program with the component of movement and motion therapy for the clients at three separate sites.				
		Term of Contract:	03/01/2019 - 02/28/2023	Contract # 21420		
25.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	SUNRISE PLUMBING & HEATING, LLC	GENERAL	\$14,373	
	Contract Description:	This is a new contract to provide labor, parts and equipment to repair the broken main water line at Humboldt Conservation Camp.				
		Term of Contract:	10/12/2018 - 12/31/2018	Contract # 21331		
26.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	EXPRESS JANITORIAL	OTHER: COST ALLOCATION	\$17,940	
	Contract Description:	This is the third amendment to the original contract which provides janitorial services to the Sparks headquarters and consumer equitability buildings. This amendment increases the maximum amount from \$109,877.50 to \$127,817.50 due to the continued need for these services.				
		Term of Contract:	02/01/2016 - 07/31/2019	Contract # 17755		
27.	655	DEPARTMENT OF PUBLIC SAFETY - CENTRAL REPOSITORY FOR NEVADA RECORDS OF CRIMINAL HISTORY	CITY OF HENDERSON AND LAS VEGAS METROPOLITAN POLICE DEPARTMENT	FEE: FINGERPRINT	\$24,000	
	Contract Description:	This is a new interlocal agreement between the Department of Public Safety - Records, Communications and Compliance Division (RCC), City of Henderson, Department of Information Technology and Las Vegas Metropolitan Police Department (LVMPD) to cover the cost of hiring temporary staff employees for the purpose of vetting Microsoft contracted employees who will have access to Nevada records of criminal history via a fingerprint-based background checks. All parties agree all costs associated with staff shall be shared equally between the RCCD, Henderson and LVMPD.				
		Term of Contract:	07/01/2018 - 12/31/2018	Contract # 21335		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	656	DEPARTMENT OF PUBLIC SAFETY - FIRE MARSHAL	FEDERAL RESOURCES SUPPLY CO.	OTHER: 50% TRANSFER FROM SERC 50% TRANSFER FROM NDEP	\$33,600	
	Contract Description:	This is the first amendment to the original contract which provides for six additional Hazmat training classes. This amendment extends the termination date from December 31, 2018 to December 31, 2019, and increases the maximum amount from \$11,850 to \$45,450 due to an increase in the volume of classes.				
		Term of Contract:	05/16/2018 - 12/31/2019	Contract # 20083		
29.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP - NON-EXEC	GEOTECHNICAL AND ENVIRONMENTAL SERVICES, INC.	FEE: SPORTSMEN 50% BONDS 25% FEDERAL 25%	\$45,000	Professional Service
	Contract Description:	This is a new contract to provide geotechnical engineering and related services.				
		Term of Contract:	12/21/2018 - 12/31/2022	Contract # 20847		
30.	702	DEPARTMENT OF WILDLIFE - DIRECTOR'S OFFICE	CENTER FOR CONSERVATION PEACEBUILDING	FEE: SPORTSMEN	\$31,214	
	Contract Description:	This is a new contract to provide for the planning and administration of workshop activities to analyze agency needs and support conflict resolution.				
		Term of Contract:	12/22/2018 - 05/31/2019	Contract # 21339		
31.	702	DEPARTMENT OF WILDLIFE - CONSERVATION EDUCATION	CAROLINA BARBEQUE, LLC	FEE: SPORTSMEN 25% FEDERAL 75%	\$40,000	
	Contract Description:	This is a new contract to provide ongoing catering services for the volunteer training at the outdoor education awards.				
		Term of Contract:	01/05/2019 - 12/31/2022	Contract # 21334		
32.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	ALLIED SANITATION AND SEPTIC SERVICES, LLC	GENERAL	\$25,000	
	Contract Description:	This is a new contract to provide septic pumping and portable toilets at the Walker River State Recreation Area.				
		Term of Contract:	12/21/2018 - 07/01/2022	Contract # 21341		
33.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - CONSERVATION CAMPS	CREICO ENTERPRISES, LLC	GENERAL	\$16,312	
	Contract Description:	This is a new contract to provide deferred maintenance projects at the Carlin Conservation Camp.				
		Term of Contract:	12/21/2018 - 06/25/2019	Contract # 21363		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - CONSERVATION CAMPS	PEARSON BROTHERS CONSTRUCTION, CO.	GENERAL	\$48,200	
		Contract Description: This is a new contract to provide deferred maintenance projects at the Pioche Conservation Camp.				
		Term of Contract:	12/21/2018 - 06/15/2019	Contract # 21360		
35.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - SAFETY CONSULTATION AND TRAINING	KPS/3, INC.	OTHER: WORKERS COMPENSATION ASSESSMENT FUND 67% FEDERAL 33%	\$30,000	
		Contract Description: This is the first amendment to the original contract which provides multimedia workplace safety and health education information. This amendment increases the maximum amount from \$250,000 to \$280,000 due to the continued need for these services.				
		Term of Contract:	07/05/2017 - 06/30/2019	Contract # 18779		
36.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	FAAD JANITORIAL	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$49,500	
		Contract Description: This is a new contract to provide kitchen cleaning services for the Blind/Visually Impaired Operators of Food Court establishments in Federal, State and Local government buildings in northern Nevada.				
		Term of Contract:	01/07/2019 - 03/31/2021	Contract # 21386		
37.	B017	LICENSING BOARDS AND COMMISSIONS - NURSING	KAEMPFER CROWELL, LTD.	FEE: LICENSE	\$48,000	
		Contract Description: This is a new contract for lobbyist and government affairs services.				
		Term of Contract:	02/12/2019 - 02/12/2020	Contract # 21446		
38.	B024	LICENSING BOARDS AND COMMISSIONS - PODIATRY	CARRARA GROUP, LLC	FEE: LICENSE	\$12,600	
		Contract Description: This is a new contract to provide lobbyist and government affairs services.				
		Term of Contract:	01/15/2019 - 06/30/2019	Contract # 21365		

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: **21421**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1031-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KPS3 INC**Contractor Name: **KPS3 INC**Address: **500 RYLAND ST STE 300**City/State/Zip: **RENO, NV 89502-1662**Contact/Phone: **775/686-7439**Vendor No.: **PUR0004720**NV Business ID: **NV19941094961**To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that 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 **01/18/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2021**Contract term: **2 years and 14 days**4. Type of contract: **Contract**Contract description: **Electronic Database**

5. Purpose of contract:

This is a new contract to provide ongoing services for development and maintenance of a database to electronically track tobacco compliance checks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$44,750.00**

Payment for services will be made at the rate of \$500.00 per month

Other basis for payment: see scope of work

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal guidelines require the OAG to do compliance checks and maintain records regarding these checks. This is to update the services for the current database to keep adequate records.

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 needed for 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):

RLSConsulting
KPS3
SICB meyerCORD
VDOM
FEI Systems

b. Solicitation Waiver: **Not Applicable**

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

KPS3 responded with the best proposal equipped to handle the project and complied with "Cloud Hosing Security Standards".

d. Last bid date: 12/27/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Hillary Bunker, SDAG Ph: 775-684-2140

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	01/07/2019 14:38:53 PM
Division Approval	cschonl1	01/07/2019 14:38:55 PM
Department Approval	cschonl1	01/07/2019 14:38:59 PM
Contract Manager Approval	cschonl1	01/07/2019 14:39:03 PM
Budget Analyst Approval	hfield	01/18/2019 12:37:36 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21442**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1348-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AON RISK CONSULTANTS DBA**Contractor Name: **AON RISK CONSULTANTS DBA**Address: **AON GLOBAL RISK CONSULTING
200 E RANDOLPH ST**City/State/Zip: **CHICAGO, IL 60601-6408**Contact/Phone: **214/989-2235**Vendor No.: **T27026201**NV Business ID: **NV20101656372**To what State Fiscal Year(s) will the contract be charged? **2020-2023**

What is the source of funds that will be used to pay the contractor? 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 % TORT FUNDS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2022**Contract term: **3 years and 184 days**4. Type of contract: **Contract**Contract description: **Actuarial Study**

5. Purpose of contract:

This is a new contract to provide ongoing services for a biennial actuarial study of the outstanding losses, projected ultimate losses and projected losses paid for the Self Insured Automobile Liability, Civil Rights Liability and General Liability programs of the State's Tort Fund.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,000.00**

Payment for services will be made at the rate of \$6,500.00 per biennium

II. JUSTIFICATION

7. What conditions require that this work be done?

These services provide actuarial studies of the outstanding losses, projected ultimate losses and projected losses paid for from the State's Tort fund.

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 for 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):

Select Actuarial Services
Moore Actuarial Consulting
AON

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Nancy Katafias, Tort Claims Manager Ph: 775-684-1252

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cschonl1	01/08/2019 14:33:44 PM
Division Approval	cschonl1	01/08/2019 14:33:45 PM
Department Approval	cschonl1	01/08/2019 14:33:47 PM
Contract Manager Approval	cschonl1	01/08/2019 14:33:49 PM
Budget Analyst Approval	hfield	01/18/2019 12:30:21 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21406**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	COMPUTER PROJECTION SYSTEMS dba
Agency Code:	082	Contractor Name:	CCS Presentation Systems
Appropriation Unit:	1349-12	Address:	2870 S. JONES BLVD. SUITE #3
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89146-5645
If "No" please explain:	Not Applicable	Contact/Phone:	702-869-0020
		Vendor No.:	PUR0004170
		NV Business ID:	NV19991030769

To what State Fiscal Year(s) will the contract be charged? **2019-2024**

What is the source of funds that will be used to pay the contractor? 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 % B&G BUILDING RENT INCOME REVENUE

Agency Reference #: ASD 2831201

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/17/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2023**Contract term: **4 years and 349 days**4. Type of contract: **Contract**Contract description: **Audiovisual services**

5. Purpose of contract:

This is a new contract to provide audiovisual technical services, as needed, to state-owned buildings in the southern Nevada area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To provide audio-visual tech support as needed.

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

Lack of manpower when emergencies arise9. 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 is one of several audiovisual vendors and per SAM 0.338, vendors will bid on projects.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

LLC

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

No b. If "No", please explain:

dba

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

Yes

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

Yes

19. Agency Field Contract Monitor:

MICHAEL JOHNSON, FACILITIES MANAGER Ph: 775-684-1800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	01/14/2019 08:08:08 AM
Division Approval	ssands	01/14/2019 08:08:11 AM
Department Approval	ssands	01/14/2019 08:08:14 AM
Contract Manager Approval	ssands	01/14/2019 08:10:06 AM
Budget Analyst Approval	jrodrig9	01/17/2019 16:54:50 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21313**Agency Name: **ADMIN - 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: Paul V Devecchi

Contractor Name: **Environmental Wildlife and Pest Management**Address: **1372 Langley Drive**City/State/Zip: **Gardnerville, NV 89460**

Contact/Phone: Paul Devecchi 775-230-9779

Vendor No.: T29041341

NV Business ID: NV20181669422

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? 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 % B&G Building Rent Income Revenue**

Agency Reference #: ASD 2830907

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/19/2018**

Anticipated BOE meeting date 12/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2022**Contract term: **3 years and 347 days**4. Type of contract: **Contract**Contract description: **Pest & Wildlife**

5. Purpose of contract:

This is a new contract for pest control services, interior, and exterior, on an as-needed basis for all state-owned buildings in northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: M-F from 7am to 5pm at \$115/per hour; Afterhours, weekdays \$115/per hour 2 hour minimum; Weekends & Holidays \$175/per hour 2 hour minimum; Rates are for labor only; Supplies and materials will be charged at cost plus, not to exceed 20%

II. JUSTIFICATION

7. What conditions require that this work be done?

This service is necessary in order to eliminate pests and insects for the health and safety of employees and visitors.

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

Beyond the expertise of B&G personnel.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):

Orkin Pest
Roseville Pest & Termite
Environmental Wildlife & Pest Mgmt

b. Solicitation Waiver: **Not Applicable**

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

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. This is one of several contractors B&G keeps on hand.

d. Last bid date: 10/24/2018 Anticipated re-bid date: 10/24/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

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

No b. If "No", please explain:

DBA

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Michael Johnson, Facilities Manager Ph: 775-684-1800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	12/10/2018 08:55:21 AM
Division Approval	ssands	12/10/2018 08:55:24 AM
Department Approval	ssands	12/10/2018 08:55:27 AM
Contract Manager Approval	ssands	12/10/2018 08:55:32 AM
Budget Analyst Approval	aprasa1	12/19/2018 09:04:53 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: **21384**Agency Name: **ADMIN - 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: **FLIPPIN'S TRENCHING, Inc.**Contractor Name: **FLIPPIN'S TRENCHING, Inc.**Address: **2645 MARION DRIVE**City/State/Zip: **LAS VEGAS, NV 89115**Contact/Phone: **702-643-2211**Vendor No.: **T27040271**NV Business ID: **NV19951136231**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? 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 % B&G Building Rent Income Revenue**Agency Reference #: **ASD 2831131**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/14/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2022**Contract term: **3 years and 352 days**4. Type of contract: **Contract**Contract description: **Excavation**

5. Purpose of contract:

This is a new contract that will provide for excavation equipment, non-destructive excavation and other underground services excavation services as needed.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Buildings and Grounds Section is concerned with the safety, health and working conditions of all State employees. It's maintenance duties include carpentry, plumbing, electrical work, heating, ventilating and air conditioning.

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

Lack of equipment and 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 Applicableb. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	01/07/2019 14:37:38 PM
Division Approval	ssands	01/07/2019 14:37:41 PM
Department Approval	ssands	01/07/2019 14:37:47 PM
Contract Manager Approval	ssands	01/07/2019 14:37:52 PM
Budget Analyst Approval	jrodrig9	01/14/2019 21:34:37 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21226**Agency Name: **ADMIN - 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: **RICK'S FLOOR COVERING**Contractor Name: **RICK'S FLOOR COVERING**Address: **3646 SOUTH CURRY STREET**City/State/Zip: **CARSON CITY, NV 89703**Contact/Phone: **Rick Correlli 775-885-2355**Vendor No.: **T81101741**NV Business ID: **NV20001249736**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to 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 % B&G Building Rent Income Revenue
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD 2830681**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/18/2018**Anticipated BOE meeting date **11/2018**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2022**Contract term: **3 years and 317 days**4. Type of contract: **Contract**Contract description: **Flooring**

5. Purpose of contract:

This is a new contract to provide ongoing flooring installation and repairs to floors throughout all state-owned buildings in northern Nevada.

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$0.00 per hour

Other basis for payment: Hourly rate \$75/per hour; weekends and nights \$150/per hour and minimum charge is \$125.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Issues that arise for repairs or installation can cause a safety hazard if the flooring is not repaired.

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

B&G does not have the personnel to perform this task.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?

Per SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 10/19/2018 Anticipated re-bid date: 10/19/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Michael Johnson, Facility Manager Ph: 684-1800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	12/13/2018 07:23:17 AM
Division Approval	ssands	12/13/2018 07:23:20 AM
Department Approval	ssands	12/13/2018 07:23:22 AM
Contract Manager Approval	ssands	12/13/2018 07:23:25 AM
Budget Analyst Approval	mmoren1	12/18/2018 13:14:42 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **19671**Amendment Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **JBA CONSULTING ENGINEERS, INC.**Agency Code: **082**Contractor Name: **JBA CONSULTING ENGINEERS, INC.**Appropriation Unit: **1558-43**Address: **dba NV5 CONSULTANTS
5155 W. PATRICK LN., STE 100**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89118-2828**

If "No" please explain: Not Applicable

Contact/Phone: **Debbie Blodgett 702-362-9200**Vendor No.: **T80928382**NV Business ID: **NV20151389633**To what State Fiscal Year(s) will the contract be charged? **2018-2022**

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

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

Agency Reference #: **111814**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/26/2018**Anticipated BOE meeting date **01/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2022**Contract term: **4 years and 155 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural/engineering services for the Enterprise Information Technology Services - Cooling System Renovation Advance Planning CIP project, to include design, construction and bid documents for the replacement of the air conditioning system associated with the State Computer Facility Main Server Room's in Carson City: CIP Project No. 17-P03; SPWD Contract No. 111814. This endorsement decreases the maximum amount of \$49,000.00 to \$28,640.00 due to the cancellation of services needed for this project.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,000.00	\$49,000.00	\$49,000.00	Yes - Info
2. Amount of current amendment (#1):	-\$20,360.00	-\$20,360.00	\$28,640.00	Yes - Info
3. New maximum contract amount:	\$28,640.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2017 Agency CIP.

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

Professional Architectural/Engineering 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	01/02/2019 13:29:15 PM
Division Approval	lmars1	01/02/2019 13:29:19 PM
Department Approval	lmars1	01/02/2019 13:29:22 PM
Contract Manager Approval	lmars1	01/02/2019 13:29:26 PM
Budget Analyst Approval	mmoren1	01/04/2019 14:17:54 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21448**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	PETTY & ASSOCIATES, INC.
Agency Code:	082	Contractor Name:	PETTY & ASSOCIATES, INC.
Appropriation Unit:	1592-24	Address:	1375 GREG STREET SUITE 106
Is budget authority available?:	Yes	City/State/Zip	SPARKS, NV 89431-6077
If "No" please explain:	Not Applicable	Contact/Phone:	775-359-5777
		Vendor No.:	T80580350
		NV Business ID:	NV19841014622
To what State Fiscal Year(s) will the contract be charged?	2019-2024		
What is the source of funds that will be used to pay the contractor? 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 % Reallocated Bond Funding from 15-M30 and 15-M33

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/16/2019**

Anticipated BOE meeting date 02/2020

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/01/2024**Contract term: **4 years and 351 days**4. Type of contract: **Contract**Contract description: **Chiller Replacement**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Nevada State Museum - Chiller Replacement CIP project to include construction and bid documents, as well as construction administration services to replace the existing roof mounted air cooled chiller and associated piping and controls as necessary: SPWD Project No. 15-M38: Contract No. 112370.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,300.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

December 2018 IFC scope change to CIP project 15-M38 - This IFC action includes the replacement of the roof mounted chillers at the Nevada State Museum in Carson City to be funded by an approved reallocation of bond funding from 15-M30 (\$80,000) & 15-M33 (\$80,000).

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

Professional /Code Plan Checking 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

Yes

If "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.

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

No

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

TJ Dobson, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	01/16/2019 08:23:03 AM
Division Approval	Imars1	01/16/2019 08:23:07 AM
Department Approval	Imars1	01/16/2019 08:23:09 AM
Contract Manager Approval	Imars1	01/16/2019 08:23:58 AM
Budget Analyst Approval	jrodrig9	01/16/2019 10:09:29 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: **21370**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: PRECISION AIR BALANCE CO INC
Agency Code: 082	Contractor Name: PRECISION AIR BALANCE CO INC
Appropriation Unit: 1592-22	Address: 3330 W. Hacienda Ave, Ste 407
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89118
If "No" please explain: Not Applicable	Contact/Phone: 702-270-2688
	Vendor No.: T27027694
	NV Business ID: NV20021271549

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

Agency Reference #: 112320

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/18/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 194 days**4. Type of contract: **Contract**Contract description: **MISCELLANEOUS**

5. Purpose of contract:

This is a new contract to provide ongoing professional commissioning, surveying and miscellaneous services for the Mechanical Systems Commissioning at the Nevada State Museum in Las Vegas, project will include testing and balancing of the air and water systems and assist with commissioning agent: CIP Project No. 15-M32; SPWD Contract No. 112320.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$38,550.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP.

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Commissioning, Surveying, and Miscellaneous Services are provided by SPWD to support the State 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?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

No

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Marshall, Benton, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	12/12/2018 12:27:07 PM
Division Approval	lmars1	12/12/2018 12:27:09 PM
Department Approval	lmars1	12/12/2018 12:27:12 PM
Contract Manager Approval	lmars1	12/12/2018 14:42:14 PM
Budget Analyst Approval	mmoren1	12/18/2018 14:58:30 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21456**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 3650, expenditure category 10, Army Facility.

Legal Entity Name: **LUMOS & ASSOCIATES, Inc.**Contractor Name: **LUMOS & ASSOCIATES, Inc.**Address: **9222 PROTOTYPE DR.**City/State/Zip: **RENO, NV 89521-8989**Contact/Phone: **775-827-6111**Vendor No.: **T80912843A**NV Business ID: **NV1979100698**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? 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 #: **112334**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/16/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **4 years and 165 days**4. Type of contract: **Contract**Contract description: **Arch/Engin**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Nevada Army National Guard Aviation Support Facility - Flight Operations Drainage Improvements CIP project to include design and construction documents and well as construction administration services for the pavement and building drainage improvements that direct storm drainage away from Flight Operations on the site: CIP Project No. 19-A008; SPWD Contract No.112334

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,100.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Agency CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering are provided by SPWD to support the State 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Wacker, Brian, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imars1	01/11/2019 10:28:55 AM
Division Approval	Imars1	01/11/2019 10:29:00 AM
Department Approval	Imars1	01/11/2019 10:29:03 AM
Contract Manager Approval	Imars1	01/11/2019 10:29:06 AM
Budget Analyst Approval	jrodrig9	01/16/2019 09:29:49 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21397**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 3650, expenditure category 10, Army Facilities.

Legal Entity Name: **POGGEMEYER DESIGN GROUP, INC.**Contractor Name: **POGGEMEYER DESIGN GROUP, INC.**Address: **CMWORKS INC
6960 SMOKE RANCH RD. STE. 110**City/State/Zip: **LAS VEGAS, NV 89128-3204**Contact/Phone: **702-225-8100**Vendor No.: **T29028422A**NV Business ID: **NV19811011150**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

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

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

Agency Reference #: **112268**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/27/2018**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **4 years and 185 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Construction of the PCC Pavement and Shade Structures, FETC: CIP project and will include design development, bid and construction documents and administration needed during the construction phase of the project: CIP Project No. 19-A013; SPWD Contract No. 112268.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,880.00**

Other basis for payment: Monthly progress payments based on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2019 Agency CIP.

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering are provided by SPWD to support the State 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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

McEntee, Markus, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	12/27/2018 08:28:41 AM
Division Approval	lmars1	12/27/2018 08:28:45 AM
Department Approval	lmars1	12/27/2018 08:28:47 AM
Contract Manager Approval	lmars1	12/27/2018 08:28:50 AM
Budget Analyst Approval	mmoren1	12/27/2018 13:16:22 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21366**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: SIERRA PACIFIC POWER, a NEVADA CORPORATION
Agency Code: 180	Contractor Name: SIERRA PACIFIC POWER, a NEVADA CORPORATION
Appropriation Unit: 1388-00	Address: DBA NV ENERGY
Is budget authority available?: Yes	6100 NEIL ROAD
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89511-1132
	Contact/Phone: WILLIAM KRUGER 775 834 3844
	Vendor No.: T81012823C
	NV Business ID: Not Applicable

To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

The attached Revenue Contract with Sierra Pacific Power, a Nevada corporation dba NV Energy, has been submitted for approval. Due to the necessity of continued public communications coverage, we are asking to retroactively approve this contract back to July 1, 2018.

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Rack Space Rent**

5. Purpose of contract:

This is a new revenue contract to provide rack space at Elko Mountain in Elko County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,065.28**

Other basis for payment: Rack Rent FY19 \$4,266.32, FY20 \$4,266.32, FY21 \$4,266.32, FY22 \$4,266.32

II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

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

Revenue Contract

9. Were quotes or proposals solicited?

No

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

No

a. 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 Applicable

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lmars1	12/13/2018 16:43:44 PM
Division Approval	lmars1	12/13/2018 16:43:47 PM
Department Approval	lmars1	12/13/2018 16:43:49 PM
Contract Manager Approval	lmars1	12/13/2018 16:43:52 PM
Budget Analyst Approval	cmurph3	01/09/2019 12:39:09 PM

Brian Sandoval
Governor



Patrick Cates
Director

Michael Dietrich
Chief Information Officer

David Haws
Administrator

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION**

Enterprise I.T. Services Division

100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

December 10, 2018

MEMORANDUM

To: Colleen Murphy, Budget Analyst

From: Ann Scott, Management Analyst
Enterprise Information Technology Services

Purpose: Request BOE retroactively approve for attached Revenue Contract

The attached Revenue Contract with Sierra Pacific Power, a Nevada corporation dba NV Energy has been submitted for the BOE's approval. Due to the necessity of continued public communications coverage, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2018.

The agency takes its contract process serious and with the recent staff changes we had a delay in processing revenue contracts and anticipate being timelier in the future.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to annmscott@admin.nv.gov.

Sincerely, Ann Scott

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: **21451**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2561-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PYRO COMBUSTION & CONTROLS INC**Contractor Name: **PYRO COMBUSTION & CONTROLS INC**Address: **2969 S HIGHLAND DR**City/State/Zip: **LAS VEGAS, NV 89109-1011**Contact/Phone: **Annie Caraboolad 702/384-7976**Vendor No.: **T27010089**NV Business ID: **NV20041406870**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? 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	65.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	35.00 % Private/County

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/16/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2023**Contract term: **4 years and 16 days**4. Type of contract: **Contract**Contract description: **Boiler Maintenance**

5. Purpose of contract:

This is a new contract to provide ongoing boiler cleaning, inspection, periodic preventative maintenance and fine tuning services at the Southern Nevada State Veterans Home.

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$5,000.00 per year

Other basis for payment: Upon submission of approved invoice based on labor and materials as outlined in the scope of work and based on two visits per year.

II. JUSTIFICATION

7. What conditions require that this work be done?

Boilers need regular maintenance to maintain top performance and to meet their useful life expectancy. The SNSVH must demonstrate compliance with these inspections/maintenance requirements related to licensing . to be maintained in top performance and have regular preventative maintenance.

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 with the expertise 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):

Schneider Electric
Pyro Combustion
Enviser

b. Solicitation Waiver: **Not Applicable**

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

Vendor is familiar with the boilers and presented a reasonable quote.

d. Last bid date: 12/14/2018 Anticipated re-bid date: 12/05/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The vendor performed similar work several years in the past and the work performed was satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	01/09/2019 13:07:39 PM
Division Approval	agarland	01/09/2019 13:07:43 PM
Department Approval	agarland	01/09/2019 13:07:46 PM
Contract Manager Approval	agarland	01/09/2019 13:07:50 PM
Budget Analyst Approval	bmacke1	01/16/2019 15:07:29 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21432**Agency Name: **DEPARTMENT OF VETERANS SERVICES**Agency Code: **240**Appropriation Unit: **2564-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GKB STRATEGIES DBA**Contractor Name: **GKB STRATEGIES DBA**Address: **THE BLUEPRINT COLLABORATIVE
692 CITADEL WAY**City/State/Zip: **RENO, NV 89503-1512**Contact/Phone: **Gretchen Kelley Bietz 775-772-1512**Vendor No.: **T27042273**NV Business ID: **NV20161008393**To what State Fiscal Year(s) will the contract be charged? **2019-2020**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/16/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2020**Contract term: **1 year and 15 days**4. Type of contract: **Contract**Contract description: **Capital Campaign**

5. Purpose of contract:

This is a new contract to provide ongoing general capital campaign guidance to raise money for the Northern Nevada State Veterans Home.

6. NEW CONTRACT

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

Other basis for payment: Payments made on monthly basis based upon submission of approved invoice detailing charges for approved services.

II. JUSTIFICATION

7. What conditions require that this work be done?

The opening date for the Northern Nevada State Veterans Home (NNSVH) is projected for February 2019. Throughout the planning process, the necessary and complimentary facility components have been eliminated from the NNSVH budget, necessitating capital campaign support. This capital campaign will help to ensure the veterans residents have some of the key amenities that are needed and that they deserve.

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

There are no State employees with the capital campaign experience.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?

Vendor is uniquely familiar and has developed strong ties within the Northern Nevada community and provides a track record of successful capital campaigns including the northern Nevada's shining star, and The Terry Lee Wells Nevada Discovery Museum. The team provides decades of experience with non-profit building and developing partnerships; analytics, strategic planning, etc.

d. Last bid date: 12/14/2018 Anticipated re-bid date: 11/15/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

08/17/2018 11/16/2018 for NDVS and services were provided were satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	01/07/2019 11:11:38 AM
Division Approval	agarland	01/07/2019 11:11:41 AM
Department Approval	agarland	01/07/2019 11:11:44 AM
Contract Manager Approval	agarland	01/07/2019 11:11:47 AM
Budget Analyst Approval	bmacke1	01/16/2019 15:34:10 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21374**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3279-30**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **QBS, Inc.**Contractor Name: **QBS, Inc.**Address: **49 Plain St., Ste. 200**City/State/Zip **North Attleboro, MA 02760**Contact/Phone: **Jack McLellan 508/316-4223**Vendor No.: **T29034782**NV Business ID: **NV20141240237**To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that 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	35.00 %	Fees	0.00 %
X	Federal Funds	65.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2021**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Safety Training**

5. Purpose of contract:

This is a new contract that continues behavioral safety training and certification for DRC campus staff to advance skills in working with individuals who may exhibit severe self-injurious or violent behaviors.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,640.00**

Other basis for payment: As invoiced per Attachment B

II. JUSTIFICATION

7. What conditions require that this work be done?

When residents at Desert Regional Center (Jones Campus) exhibit self-injurious or violent behaviors, staff must respond in a way to ensure the safety of the individual and others. The proposed training will provide campus staff with the necessary specialized skills needed to continue to provide a safe environment for both the residents and staff.

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

State employees are not professional trainers in behavioral safety training.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?

Vendor's approach to positive reinforcements and limiting restraints falls in alignment with DRC's philosophy. Costs factors more favorable due to trainers within Las Vegas area eliminating travel expenses.

d. Last bid date: 09/28/2018 Anticipated re-bid date: 10/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

ADSD 03/10/15 to current. Satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	12/14/2018 10:45:41 AM
Division Approval	dbowma1	12/14/2018 10:45:45 AM
Department Approval	sjohnso9	12/17/2018 15:58:22 PM
Contract Manager Approval	ltuttl1	12/18/2018 16:09:09 PM
Budget Analyst Approval	bwooldri	01/07/2019 14:48:06 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21168**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3161-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PROBLANKE LLC DBA**Contractor Name: **PROBLANKE LLC DBA**Address: **ALL PRO INSPECTIONS
3274 Cherum Street**City/State/Zip: **Las Vegas, NV 89135**Contact/Phone: **Brett Blanke 702/806-2905**Vendor No.: **T32004775**NV Business ID: **NV20141065529**To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that 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 **40.00 %** Fees 0.00 %**X** Federal Funds **60.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **C 16898**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/22/2019**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2020**Contract term: **1 year and 282 days**4. Type of contract: **Contract**Contract description: **CBLA Inspections**

5. Purpose of contract:

This is a new contract that continues ongoing services of group home and community based living arrangements Housing and Urban Development inspections.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: Installment payable upon the receipt of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Group home and community based living arrangement housing must be regularly inspected to ensure decent safe and sanitary housing for Southern Nevada Adult Mental Health residents. Many different inspection procedures need to be performed annually for each housing unit.

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

Currently the agency do not have adequate trained staff to complete these inspections.

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?

In accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 09/05/2018 Anticipated re-bid date: 04/01/2020

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

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

The vendor has been under contract with DPBH since 7/18 - satisfactory

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmorse	01/15/2019 13:00:32 PM
Division Approval	rmorse	01/15/2019 13:00:35 PM
Department Approval	mwinebar	01/16/2019 12:50:18 PM
Contract Manager Approval	rmorse	01/16/2019 15:50:23 PM
Budget Analyst Approval	afrantz	01/22/2019 14:25:10 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21192**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **3228-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EMC CORPORATION**Contractor Name: **EMC CORPORATION**Address: **LOCKBOX 4246
4246 COLLECTIONS CENTER DR**City/State/Zip: **CHICAGO, IL 60693-4246**Contact/Phone: **508/435-1000**Vendor No.: **PUR0000817E**NV Business ID: **NV20001201518**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that 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	30.00 %	Fees	0.00 %
X	Federal Funds	70.00 %	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 **12/20/2018**

Anticipated BOE meeting date 11/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **191 days**4. Type of contract: **Contract**Contract description: **VxRail Implementatio**

5. Purpose of contract:

This is a new contract to finalize implementation of the RecoverPoint for virtual machines and EMC VxRail hardware and provide post deployment assistance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,111.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Proper installation of the VxRail system is required in order to power on and validate the functionality of the system.

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

State employees do not have the expertise to complete the proper installation of this system.

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: **Sole Source Contract (As Approved by Chief of Purchasing)****Approval #: 180603****Approval Date: 06/04/2018**

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

John Taft, Chief, IS Ph: (775) 684-0576

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cbuscay	10/11/2018 12:16:12 PM
Division Approval	bberry	12/14/2018 14:16:26 PM
Department Approval	sjohnso9	12/18/2018 15:17:45 PM
Contract Manager Approval	sjon23	12/18/2018 16:12:43 PM
Budget Analyst Approval	nhovden	12/20/2018 09:17:40 AM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:

Approval#: 180603

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: DWSS		
	Contact Name and Title	Phone Number	Email Address
	John Taft	775-684-0576	jtaft@dwss.nv.gov

1b	Vendor Information:	
	Identify Vendor:	EMC Corporation
	Contact Name:	Kendall Holback
	Address:	176 South Street Hopinton, MA 01748
	Telephone Number:	775-622-7429
	Email Address:	kendall.holback@dell.com

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	Sole
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes	X	No
	Amendment:	#		
	CETS:	#		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	6/12/18	End Date:

1f	Funding:	
	State Appropriated:	x
	Federal Funds:	x
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$1,500,000.00

Provide a description of work/services to be performed or commodity/good to be purchased:

DWSS requires a services contract to finalize implementation of EMC VxRail Hardware purchased through the NASPO PA.

Service Description

This service implements a VxRail node as part of a VxRail cluster. Hardware installation and configuration are included, along with a brief Functional Overview of the cluster as implemented.

Project Scope

EMC personnel or authorized agents ("EMC Personnel") shall work closely with Customer's staff to perform the services specified below ("Services"), subject to the Customer satisfying the "Customer Responsibilities" detailed in this document.

This service includes the following components (not to exceed the listed values):

- Number of sites: 1
- Number of VxRail clusters: 1
- Number of Customer ToR switches validated: 2
- Number of VxRail nodes: 1

During this part of the service, EMC:

- Reviews the scope and the Pre-Engagement Questionnaire with Customer to ensure that the environment, network, Top-of-Rack (ToR) switches, and operational requirements (hardware, software, and infrastructure) are met by Customer.
- Collects VxRail configuration details including physical and logical requirements, network elements, IP, ToR switch details, VLAN information, and vCenter.
- Completes the Pre-Engagement Questionnaire and documents all of the configuration details.
- Reviews the completed Pre-Engagement Questionnaire with Customer to get acceptance and verify the accuracy of documented configuration details.
- Completes solution design validation.
- Meets with Customer to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met by Customer, as appropriate management tools must be available and accessible by EMC.
- Conducts an implementation review meeting.
- Validates that the equipment is on site at the appropriate location with power and cable requirements met.
- Validates with Customer that all the pre-requisites for VxRail implementation are met.
- Validates that the Customer provided ToR switch meets the requirements for VxRail implementation.
- Validates that the Customer provided external vCenter meets the requirements for VxRail implementation.
- Performs physical installation of VxRail nodes, including racking, cabling, connecting to ToR switch, and powering up.
- Configures VxRail cluster per Customer requirements.
- Enables Data-At-Rest-Encryption (DARE) on datastores, if required.
- Verifies post installation logs for any errors and remedies them.
- Verifies that the nodes are added to the VxRail cluster.
- Performs VxRail ESRS setup and verifies that ESRS deployment and activation is successful.
- Registers Customer to receive product alerts.

2

- Completes solution implementation validation.
- Conducts a basic product Functional Overview remotely to familiarize Customer with the implemented VxRail cluster, demonstrating the normal VxRail cluster operations as installed in Customer's environment.

The following activities focus on managing the initiation, planning, execution, and closure of the project including coordinating delivery resources and communicating with stakeholders:

- Manages EMC resources assigned to the project.
- Works with the Customer assigned a single point of contact to coordinate project tasks and the resources assigned to complete said tasks.
- Acts as the single point of contact for all project communication and escalations.
- Determines the engagement process and schedule.
- Develops a high-level Project Plan with critical path events and milestones.
- Conducts a kickoff meeting to review the project scope, expectations, communication plans, and availability of required resources.
- Coordinates project closeout, review, and sign-off.

Separately, we are engaging dell to assist with the analysis of the effort to migrate our legacy systems to the new EMC VxRail hardware. The key objectives of this engagement are to provide enough information for enabling DWSS to make key decisions on decreasing the overall cost of support and maintenance of the AIX-based applications. The key components needed to assist DWSS with the re-platforming effort are as follows:

1. Determine the feasibility of completing the migration by June 30, 2019
2. Develop a high-level migration strategy
3. Estimate the total cost, duration, and resources required for the migration

Based on the outcome of the analysis, additional augmentation resources will be requested in FY 19.

Additionally, we are requesting assistance with architecting our solution to provide the below functionality to ensure we leverage the full functionality of the platform. While deployment of the following is not a requirement of the SOW, DWSS will take these recommendations into consideration:

1. Enhanced DR capability and decreased RTO times.
2. Completing the high-availability architecture to support increased up-time and reduce DR compliance-related costs.
3. Develop the culture of infrastructure automation, application builds, and environment management to increase development efficiency and decrease compliance and regulatory risk.

DELL EMC Services specializes in application transformation and modernization. DELL EMC Services leverages its customer's existing tools while combining leading industry technologies to speed delivery within the SDLC to reduce human error through strong testing and automation practices. Its application-centric approach is focused on ensuring minimal business impacts while making enhancements to improve the agility and speed in which application maintenance and enhancements can be deployed. Key areas that DWSS can leverage from DELL EMC on this journey are:

1. Application Transformation Practice:
 - a. DevOps offerings to automate the development and deployment processes.
2. IT Transformation Practice
 - a. Business Resiliency offerings to develop business continuity plans (BCP) and implement

	high availability solutions and other DR solutions to meet the needs of the BCP. b. Multi-Cloud offerings to leverage on-premises and off-premises cloud to lower overall operating costs and decrease the SDLC.
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	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
3	DWSS has standardized on VMware SW and VxRail HW for their environment and recently used the NASPO ValuePoint Participating Addendum with EMC to purchase the VxRail HW. The Participating Addendum for Nevada requires a separate contract for implementation services. Since, the VxRail product is jointly engineered, designed and supported by VMware and EMC, EMC Consulting Services is uniquely qualified/certified to implement the VxRail HW. Furthermore, as the manufacturer of this product, this single-vendor path provides DWSS the lowest risk on the re-platforming of DWSS application onto the VxRail HW.

	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
4	As the manufacturer of this product, EMC Consulting Services have the most experienced and knowledgeable resources for implementing this project. Their intimate knowledge and experience will provide both the lowest risk and cost for DWSS in this endeavor.

	Were alternative services or commodities evaluated? Check One.	Yes:		No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities, and compatibility.</i>				
5	b. <i>If not, why were alternatives not evaluated?</i>				
	As stated in #3 and #4 above EMC Consulting Services are uniquely qualified and positioned to perform the installation services and the migration and functional analysis because they are the vendor for all aspects of the solution including the hardware and virtualization layer.				

	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.		Yes:		No:	x
6	a. If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:					
	Term Start and End Dates		Value	Short Description		Type of Procurement (RFP#, RFQ#, Waiver #)
			\$			
			\$			
			\$			
			\$			

			\$		
--	--	--	----	--	--

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>Other providers could not properly install and service the already purchased server infrastructure. EMC is the manufacturer of the product, if another vendor installed the warranty could be voided. EMC is positioned to provide the most cost-effective consulting services based on the solution architecture VxRails being the single vendor for all components.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>The products were purchased through State purchasing agreements. The department engages with consulting services from multiple vendors on a regular basis and the costs proposed are in-line with engagements of similar complexity and scope. Other state agencies (EITS) have procured similar services from EMC in the same fashion with relative costs.</i>

9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p> <p><i>If the product functions properly and the re-platforming of DWSS applications performs as expected, it should not be necessary to contract for additional services. However, until the services have been performed and DWSS is able to determine the success of the re-platforming efforts, it remains unknown as to whether additional services beyond June 30, 2022 will be necessary.</i></p>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Agency Representative Initiating Request

Print Name of Agency Representative Initiating Request

Date

Signature of Agency Head Authorizing Request

Print Name of Agency Head Authorizing Request

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed: _____

Administrator, Purchasing Division or Designee

Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21410**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3148-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JAMES F. THOMSON, JR dba AMERICAN SOUTHWEST ELECTRIC**Contractor Name: **JAMES F. THOMSON, JR dba AMERICAN SOUTHWEST ELECTRIC**Address: **AMERICAN SOUTHWEST ELECTRIC
4485 RIVIERA RIDGE AVE**City/State/Zip: **LAS VEGAS, NV 89115-1877**Contact/Phone: **Dan Rutherford 702/643-2900**Vendor No.: **T29035625**NV Business ID: **NV20071096997**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that 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 **01/16/2019**

Anticipated BOE meeting date 03/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **164 days**4. Type of contract: **Contract**Contract description: **Erosion Control**

5. Purpose of contract:

This is a new contract to build erosion control to reduce waterflow soil erosion in three areas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,625.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This is an approved M425 Deferred Maintenance project for Dry Well Installation which will allow for the installation of concrete to help collect storm water run-off to properly drain. This will reduce the pooling of water that causes accelerated erosion.

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

The Division does not have an architect or engineer that can perform the 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):

North Wind Construction Services
Impact Sant and Gravel
Soil Tech Inc
J & Y Construction
MCON, Inc.
American Southwest Electric (ASE)

b. Solicitation Waiver: **Not Applicable**

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

Per RFP SVYC19-01, this was the only vendor to respond.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

Yes If "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 completed several projects for the Division. Service has been satisfactory.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Corrina Church, Admin Services Officer Ph: 702-668-4758

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	01/02/2019 10:37:39 AM
Division Approval	mgalli	01/14/2019 17:18:33 PM
Department Approval	mwinebar	01/15/2019 15:18:35 PM
Contract Manager Approval	sknigge	01/16/2019 09:01:22 AM
Budget Analyst Approval	nhovden	01/16/2019 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 CONTRACT1. Contract Number: **21266**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3229-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **A ADOPTION ADVOCATES OF GEORGIA, INC.**Contractor Name: **A ADOPTION ADVOCATES OF GEORGIA, INC.**Address: **7199 DUNHILL TER**City/State/Zip **ATLANTA, GA 30328-1261**Contact/Phone: **770/778-2751**Vendor No.: **T29038453**NV Business ID: **Out of State Services**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

X	General Funds	64.00 %	Fees	0.00 %
X	Federal Funds	36.00 %	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 **07/01/2018**Anticipated BOE meeting date **02/2019**Retroactive? **Yes**

If "Yes", please explain

Due to the conversion from provider agreements to contracts, an individual contract is now necessary to continue services with this vendor. Since these are unique services outside of Nevada that the Division requires, they have been determined by the Purchasing Division to not fall under the statewide RFQ. Once initial contracts are in place, they will be able to be renewed on an as needed basis.

3. Termination Date: **06/30/2022**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Out-of State Visit**

5. Purpose of contract:

This is a new contract to provide ongoing federally mandated monthly visits for a child (or children) placed outside of Nevada in a residential facility.

6. NEW CONTRACT

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

Other basis for payment: \$500 per child per month, plus mileage if 60 miles or more

II. JUSTIFICATION

7. What conditions require that this work be done?

Per federal mandate, a contract worker must have face to face visitation with children placed in out-of-state residential facilities. These visits must be completed every calendar month and the Division must receive a completed monthly report no later than the 3rd of each month.

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

The State does not have positions that perform these specific duties for children placed in Georgia.

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 was the lowest responsible vendor to reply.

d. Last bid date: 04/09/2018 Anticipated re-bid date: 04/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

Yes If "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 previously provided services under a Provider Agreement. Service was satisfactory.

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

All services will be provided outside of the State of Nevada.

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

Yes

17. Not Applicable

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

No b. If "NO", please explain.

Entity is not registered with the Secretary of State's Office as no services will be provided within the State.

19. Agency Field Contract Monitor:

Maria Hickey, Social Services Program Specialist 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	knielsen	10/31/2018 09:19:39 AM
Division Approval	knielsen	10/31/2018 09:19:41 AM
Department Approval	vmilazz1	12/22/2018 18:13:54 PM
Contract Manager Approval	sknigge	12/27/2018 10:40:14 AM
Budget Analyst Approval	nhovden	12/27/2018 10:52:12 AM



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
2533 North Carson St., Suite 100
Carson City, NV 89706
Telephone 775-684-1930 • Fax 775-687-4903
<http://dcfs.nv.gov>

MEMORANDUM

Date: October 19, 2018

To: Nikki Hovden, Executive Branch Budget Officer
Governor's Finance Office

Through: Richard Whitley, Director *RM L. RW*
Department of Health and Human Services

From: Katrina Nielsen, Administrative Services Officer IV *Katrina Nielsen*
Division of Child and Family Services

Re: Retroactive start date for A Adoption Advocates of Georgia

A retroactive effective date of July 1, 2018, is requested for the contract between the Division of Child and Family Services (DCFS) and A Adoption Advocates of Georgia to remain in compliance since we are currently using their services. A Adoption Advocates of Georgia provide federally mandated monthly visits for a child (or children) that is placed outside of the State of Nevada in a residential facility.

Due to the conversion from provider agreements to contracts, an individual contract is now necessary to continue services with this vendor. Since these are unique services outside of Nevada that the Division of Child and Family Services (DCFS) requires, they have been determined by the Purchasing Division to not fall under the statewide RFQ. In addition, the contract value does not meet the minimum value set by the Purchasing Division for MSA Contracts.

Once initial contracts are in place, they should be able to be renewed on an as needed basis.

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: **21275**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3229-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADOPTION ADVOCATES, INC.**Contractor Name: **ADOPTION ADVOCATES, INC.**Address: **1801 Wesst Koenig Lane**City/State/Zip: **AUSTIN, TX 78756**Contact/Phone: **Rory Hall 512/477-7060**Vendor No.: **T27041846**NV Business ID: **Out of State Services**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

X	General Funds	64.00 %	Fees	0.00 %
X	Federal Funds	36.00 %	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 **12/01/2018**

Anticipated BOE meeting date 01/2019

Retroactive? **Yes**

If "Yes", please explain

Due to the conversion from provider agreements to contracts, an individual contract is now necessary to continue services with this vendor. Since these are unique services outside of Nevada that the Division requires, they have been determined by the Purchasing Division to not fall under the statewide RFQ. Once initial contracts are in place, they will be able to be renewed on an as needed basis.

3. Termination Date: **06/30/2022**Contract term: **3 years and 211 days**4. Type of contract: **Contract**Contract description: **Out of State Visit**

5. Purpose of contract:

This is a new contract to provide ongoing federally mandated monthly visits for a child (or children) placed outside of Nevada in a residential facility.

6. NEW CONTRACT

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

Other basis for payment: Not to Exceed \$500 per child; per month

II. JUSTIFICATION

7. What conditions require that this work be done?

Per federal mandate, a contract worker must have face to face visitation with children placed in out-of-state residential facilities. These visits must be completed every calendar month and the Division must receive a completed monthly report no later than the 3rd of each month.

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

The State does not have positions that perform these specific duties for children placed in Texas.

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):

Adoption Choices of Texas
Adoption Angels
Adoptions Advocates

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest responsible vendor to respond.

d. Last bid date: 04/09/2018 Anticipated re-bid date: 04/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

Yes If "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 previously provided services under a provider agreement. Services were satisfactory.

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

All services will be provided outside of the State of Nevada.

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

Yes

17. Not Applicable

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

No b. If "NO", please explain.

Entity is not registered with the Secretary of State's Office as no services will be provided within the State.

19. Agency Field Contract Monitor:

Maria Hickey, Social Services Program Specialist 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	12/06/2018 14:35:29 PM
Division Approval	knielsen	12/07/2018 13:01:06 PM
Department Approval	vmilazz1	12/12/2018 14:03:14 PM
Contract Manager Approval	sknigge	12/13/2018 11:43:52 AM
Budget Analyst Approval	nhovden	12/18/2018 10:35:16 AM



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
2533 North Carson St., Suite 100
Carson City, NV 89706
Telephone 775-684-1930 • Fax 775-687-4903
<http://dcfs.nv.gov>

MEMORANDUM

Date: December 7, 2018

To: Nikki Hovden, Executive Branch Budget Officer
Governor's Finance Office

Through: Richard Whitley, Director *[Signature]*
Department of Health and Human Services

From: Katrina Nielsen, Administrative Services Officer IV *[Signature]*
Division of Child and Family Services

Re: Retroactive start date for Adoption Advocates Inc. (Texas)

A retroactive effective date of December 1, 2018, is requested for the contract between the Division of Child and Family Services (DCFS) and Adoption Advocates Inc. in Texas to remain in compliance since we are currently using their services. Adoption Advocates Inc. provide federally mandated monthly visits for a child (or children) that is placed outside of the State of Nevada in a residential facility.

Due to the conversion from provider agreements to contracts, an individual contract is now necessary to continue services with this vendor. Since these are unique services outside of Nevada that the Division of Child and Family Services (DCFS) requires, they have been determined by the Purchasing Division to not fall under the statewide RFQ. In addition, the contract value does not meet the minimum value set by the Purchasing Division for MSA Contracts.

Once initial contracts are in place, they should be able to be renewed on an as needed basis.

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: **21297**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3229-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ASSOCIATION FOR GUIDANCE AIDE**Contractor Name: **ASSOCIATION FOR GUIDANCE AIDE**Address: **PLACEMENT AND EMPATHY
4555 TROUSDALE DR**City/State/Zip: **NASHVILLE, TN 37204**Contact/Phone: **Jeff Fox 615/781-3000**Vendor No.: **T27041787**NV Business ID: **Out of State Services**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

X	General Funds	64.00 %	Fees	0.00 %
X	Federal Funds	36.00 %	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 **12/22/2018**

Anticipated BOE meeting date 01/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2022**Contract term: **3 years and 190 days**4. Type of contract: **Contract**Contract description: **Out of State Visit**

5. Purpose of contract:

This is a new contract to provide ongoing federally mandated monthly visits for a child (or children) placed outside of Nevada in a residential facility.

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$500.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

Per federal mandate, a contract worker must have face to face visitation with children placed in out-of-state residential facilities. These visits must be completed every calendar month and the Division must receive a completed monthly report no later than the 3rd of each month.

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

The State does not have positions that perform these specific duties for children placed in Tennessee.

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):

Center for Family Development
Miriam's Promise
Agape Nashville

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest responsible vendor to respond.

d. Last bid date: 10/08/2018 Anticipated re-bid date: 04/01/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

Yes If "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 previously provided services under a Provider Agreement. Service was satisfactory.

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

All services will be provided outside of the State of Nevada.

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

Yes

17. Not Applicable

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

No b. If "NO", please explain.

Entity is not registered with the Secretary of State's Office as no services will be provided within the State.

19. Agency Field Contract Monitor:

Maria Hickey, Social Services Program Specialist 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	knielsen	12/17/2018 14:53:59 PM
Division Approval	knielsen	12/17/2018 14:54:04 PM
Department Approval	sjohnso9	12/18/2018 14:31:39 PM
Contract Manager Approval	sknigge	12/19/2018 11:17:10 AM
Budget Analyst Approval	nhovden	12/22/2018 15:00:16 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21355**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3229-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Adoption STAR, Inc.

Contractor Name: **Adoption STAR, Inc.**Address: **131 John Muir Drive**City/State/Zip **Amherst, NY 14228**

Contact/Phone: Melanie Schmidt 716-639-3900

Vendor No.:

NV Business ID: Out of State

To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that 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	32.00 %	Fees	0.00 %
X	Federal Funds	68.00 %	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 **12/27/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2019**Contract term: **276 days**4. Type of contract: **Contract**Contract description: **Adoption Services**

5. Purpose of contract:

This is a new contract to provide pre-placement and post-placement adoptive services for a youth being adopted out of state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,070.19**

Other basis for payment: \$6,535.19 upon placement, \$6,535.00 upon finalization of adoption

II. JUSTIFICATION

7. What conditions require that this work be done?

Adoptive parents were licensed by private adoption agency in New York. Therefore, the supervision of this placement must be done by them.

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

Adoptive parents were licensed by private adoption agency in New York. Therefore, the supervision of this placement must be done by them.

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):

Catholic Charities of Buffalo
Adoption Star, Inc
Buffalo Adoption and Foster Care Resources

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest responsible vendor to respond that was able to provide the needed services.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

All services to be performed out of state.

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

Yes

17. Not Applicable

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

No b. If "NO", please explain.

All services to be performed out of state.

19. Agency Field Contract Monitor:

Maria Hickey, Social Services Program Spec 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	12/05/2018 13:01:18 PM
Division Approval	knielsen	12/19/2018 16:42:33 PM
Department Approval	vmilazz1	12/22/2018 17:59:22 PM
Contract Manager Approval	sknigge	12/26/2018 08:53:22 AM
Budget Analyst Approval	nhovden	12/27/2018 10:25:05 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: **21296**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	CITY OF CARSON CITY
Agency Code:	409	Contractor Name:	CITY OF CARSON CITY
Appropriation Unit:	3229-41	Address:	DEPT OF ALTERNATIVE SENTENCING 885 E MUSSER ST STE 2080 CARSON CITY, NV 89701
Is budget authority available?:	Yes	Contact/Phone:	775/887-2530
If "No" please explain:	Not Applicable	Vendor No.:	T80990941AF
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that 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	85.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	X Other funding	15.00 % County Reimbursement

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 01/2019

Retroactive? **Yes**

If "Yes", please explain

The Division needs this contract in order to remain in compliance with contractual requirements. A training regarding the recent changes to the contracting process has been provided to the appropriate program staff, who are responsible for establishing and overseeing the contracts within their specific program areas. This training also included guidance to identify when a contract is needed and how to track contracts to determine when contracts are expiring and when to initiate renewal.

3. Termination Date: **09/30/2022**Contract term: **4 years and 92 days**4. Type of contract: **Interlocal Agreement**Contract description: **Drug Testing Service**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing random, observed drug and alcohol testing services for clients when good of the state contracted providers are not within 30 miles of the client location or cannot provide observation of testing.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$10.00 per Test

II. JUSTIFICATION

7. What conditions require that this work be done?

Courts order that parents submit to observed drug testing and there currently is no observed drug testing in the Carson City area.

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

The Division does not have the staff to observe drug testing and does not have a lab to test the results.

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?

NRS 277.180 - Interlocal

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

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

Yes

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

The Division has contracted with this vendor recently. Services were satisfactory.

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

No

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Maria Hickey, Social Services Program Specialist 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	knielsen	12/17/2018 17:58:35 PM
Division Approval	knielsen	12/17/2018 17:58:38 PM
Department Approval	sjohnso9	12/26/2018 07:55:56 AM
Contract Manager Approval	sknigge	12/26/2018 09:34:40 AM
Budget Analyst Approval	nhovden	12/27/2018 10:37:51 AM



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES
2533 North Carson St., Suite 100
Carson City, NV 89706
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<http://dcfs.nv.gov>

MEMORANDUM

Date: October 15, 2018

To: Nikki Hovden, Executive Branch Budget Officer
Governor's Finance Office

Through: Richard Whitley, Director
Department of Health and Human Services

From: Katrina Nielsen, Administrative Services Officer IV
Division of Child and Family Services

Re: Retro start date for Alternative Sentencing

A retroactive effective date of July 1, 2018, is requested for the Interlocal Agreement between the Division of Child and Family Services (DCFS) and Alternative Sentencing for observed drug testing to remain in compliance with contractual requirements.

In an effort to prevent future delays, a training regarding the recent changes to the contracting process has been provided to the appropriate program staff, who are responsible for establishing and overseeing the contracts within their specific program areas. This training also included guidance to identify when a contract is needed and how to track contracts to determine when contracts are expiring and at what point, and which procurement process will be required for expiring/renewing contracts.

Child welfare agencies in Nevada believe families are the primary providers for children's needs. The safety and well-being of children is dependent upon the safety and well-being of all family members. Children, youth and families are best served when staff actively listens to them and invite participation in decision-making. We support full implementation of family centered practice by engaging families in child and family teams and offering individualized services to build upon strengths and meet the identified needs of the family.

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: **21420**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	BUGAJ, MADONNA
Agency Code:	409	Contractor Name:	BUGAJ, MADONNA
Appropriation Unit:	3646-04	Address:	770 HERMOSA PALMS AVE
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89123-2316
If "No" please explain:	Not Applicable	Contact/Phone:	702/361-3246
		Vendor No.:	T27024741
		NV Business ID:	NV20121514408

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that 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	45.00 %	Fees	0.00 %
X	Federal Funds	55.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2019**

Anticipated BOE meeting date 03/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Therapeutic Dance**

5. Purpose of contract:

This is a new contract that continues to provide therapeutic dance service to support the curriculum of the day treatment program with the component of movement and motion therapy for the clients at three separate sites.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,600.00**

Payment for services will be made at the rate of \$75.00 per Class

II. JUSTIFICATION

7. What conditions require that this work be done?

The day treatment program, as mandated by Medicaid, requires that several learning approaches be accounted for in conveying the program model of understanding thoughts and feelings. One of the learning approaches is movement and motion or kinesthetic interaction to process thoughts and feelings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees with the expertise to conduct these classes.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):

Madonna Bugaj
Center Stage Dance
Bunker Dance

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only instructor to offer this service.

d. Last bid date: 11/29/2018 Anticipated re-bid date: 12/19/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "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, contractor is currently under contract with the Division. Services are satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Barbra Burke, Program Officer 1 Ph: 702-486-8064

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	01/02/2019 18:18:53 PM
Division Approval	knielsen	01/09/2019 16:01:44 PM
Department Approval	mwinebar	01/11/2019 11:22:23 AM
Contract Manager Approval	sknigge	01/16/2019 16:27:02 PM
Budget Analyst Approval	nhovden	01/16/2019 16:52:14 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21331**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3710-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SUNRISE PLUMBING & HEATING, LLC**Contractor Name: **SUNRISE PLUMBING & HEATING, LLC**Address: **SUNRISE PLUMBING****5330 GRASS VALLEY RD**City/State/Zip: **WINNEMUCCA, NV 89445**Contact/Phone: **775/623-5379**Vendor No.: **T29041311**NV Business ID: **NV20071393246**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/12/2018**

Anticipated BOE meeting date 11/2018

Retroactive? **Yes**

If "Yes", please explain

A water leak was discovered in the main water line at HCC on October 11, 2018, causing a significant amount of water loss. It was discovered the main water line was broken; the main water line to the camp was shut off and the camp was placed on a boil water order. The situation posed a safety and security risk to staff and inmates and was deemed an emergency. Services were completed prior to the facilitation of a contract due to the need for expeditious repairs.

3. Termination Date: **12/31/2018**Contract term: **80 days**4. Type of contract: **Contract**Contract description: **Repair water leak**

5. Purpose of contract:

This is a new contract to provide labor, parts and equipment to repair the broken main water line at Humboldt Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,373.03**

Other basis for payment: Upon satisfactory completion of services and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

The main water line to the camp broke and required immediate repairs. The main water line had to be shut off to the camp posing health and security risks to inmates and staff.

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 necessary equipment or license to perform the 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):

Echeverria Pumping
Schneider Plumbing

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Laurie Rose, Business Manager Ph: 775-273-4250

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amonro1	12/07/2018 15:25:10 PM
Division Approval	amonro1	12/07/2018 15:25:22 PM
Department Approval	sewart	12/10/2018 08:12:18 AM
Contract Manager Approval	vfajota	01/08/2019 08:02:20 AM
Budget Analyst Approval	bmacke1	01/15/2019 15:43:25 PM

Purchasing Division
Northern Administration
5500 Snyder Ave.
Carson City, NV 89701
(775) 887-3252
Fax: (775) 887-3343



Brian Sandoval
Governor

James Dzurenda
Director

John Borrowman
Deputy Director
Support Services

State of Nevada
Department of Corrections

MEMORANDUM

TO: Bridgette Garrison, Executive Branch Budget Officer I,
Governor's Finance Office – Budget Division

FROM: Scott J. Ewart, Chief of Fiscal Services *Scott Ewart*

DATE: November 20, 2018

SUBJECT: Retroactive Contract Sunrise Plumbing & Heating CETS# 21331

Nevada Department of Corrections respectfully requests approval for the retroactive contract between the Nevada Department of Corrections (NDOC) and Sunrise Plumbing & Heating, LLC. NDOC is requesting a retroactive effective date of October 12, 2018, due to an emergency at Humboldt Conservation Camp that necessitated the repair of the main water line to the camp.

On October 11, 2018, a leak was detected in the vicinity of the main water line. Further investigation determined there was a break in the line causing the water to the camp to be shut off and placing the camp on a boil water order until the pipe was repaired.

On October 12, 2018, the contractor, Sunrise Plumbing & Heating, was on site to repair the broken water line. The repairs to the water line were critical to the health and safety of staff and inmates and the situation was deemed an emergency. The emergency repairs were completed prior to the implementation of the contract.

Should you have any questions please contact me at (775) 887-3210 or by email at sewart@doc.nv.gov.

Thank you.

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: **17755**Amendment Number: **3**Agency Name: **DEPARTMENT OF AGRICULTURE**Legal Entity Name: **Express Janitorial**Agency Code: **550**Contractor Name: **Express Janitorial**Appropriation Unit: **4554-07**Address: **1901 Silverada Boulevard**Is budget authority available?: **Yes**City/State/Zip: **Reno, NV 89512**

If "No" please explain: Not Applicable

Contact/Phone: **Jose Castro Serrano 775-337-2322**Vendor No.: **T27039163**NV Business ID: **NV20151602240**To what State Fiscal Year(s) will the contract be charged? **2016-2020**

What is the source of funds that will be used to pay the contractor? 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 % Cost Allocation

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2016**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **01/31/2019**Contract term: **3 years and 180 days**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

This is the third amendment to the original contract which provides janitorial services to the Sparks headquarters and consumer equitability buildings. This amendment increases the maximum amount from \$109,877.50 to \$127,817.50 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$84,620.00	\$84,620.00	\$84,620.00	Yes - Action
a. Amendment 1:	\$15,257.50	\$15,257.50	\$15,257.50	Yes - Info
b. Amendment 2:	\$10,000.00	\$10,000.00	\$25,257.50	Yes - Info
2. Amount of current amendment (#3):	\$17,940.00	\$17,940.00	\$43,197.50	Yes - Info
3. New maximum contract amount:	\$127,817.50			
and/or the termination date of the original contract has changed to:	07/31/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

Janitorial services and paper product restocking for the department of Agriculture's northern headquarters and consumer equitability building.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State does not employ full time janitorial staff of this location.

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):

FAAD Janitorial
Enterprise Janitorial
Express Janitorial

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

The selected vendor was the only one who responded to the request and has continued to complete satisfactory services during the contract.

- d. Last bid date: 01/04/2016 Anticipated re-bid date: 05/01/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Express Janitorial has provided NDA Sparks headquarters exceptional janitorial services from 2016-current.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bbel1	12/27/2018 09:37:25 AM
Division Approval	bbel1	12/27/2018 09:37:29 AM
Department Approval	bbel1	12/27/2018 09:37:32 AM
Contract Manager Approval	melli2	12/27/2018 09:42:31 AM

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

Purchasing Use Only:

Approval#: 190101

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: <i>Department of Agriculture</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Debra Crowley-Fiscal Administrator</i>	<i>775-353-3602</i>	<i>dcrowley@agri.nv.gov</i>

1b	Vendor Information:	
	Identify Vendor:	<i>Jose M. Castro Serrano DBA Express Janitorial</i>
	Contact Name:	<i>Jose Castro Serrano</i>
	Address:	<i>418 South Rock Boulevard, Sparks, NV 89431</i>
	Telephone Number:	<i>775-800-7434</i>
	Email Address:	<i>expressjanitorialreno@gmail.com</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<input checked="" type="checkbox"/> X
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract?	Yes		No X
	Amendment:	#3		
	CETS:	#17755		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>01/01/2019</i>	End Date:

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	<i>X-Cost Allocation</i>

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	<i>\$32,880.00</i>

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<i>Express Janitorial provides janitorial services to approximately 40,000 square feet of space at our Sparks headquarters and consumer equitability buildings.</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>State Purchasing is in the process of adding janitorial services to their Master Service agreement/ contracts. By extending additional time to our existing janitorial contract, we anticipate our current provider will be able to complete the RFP proposal through NevadaEPro.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>Express Janitorial has signed up in NevadaEPro, but has not had the opportunity to complete the RFP proposal that State Purchasing planned to release in November 2018. State Purchasing's RFP should be available in the near future, which will allow Express Janitorial the time needed to complete the RFP.</i>

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
	<i>We anticipate completing a walkthrough of qualified vendors when this amended contract is completed prior to July 2019.</i>				

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP#, RFQ#, Waiver #)</i>			
	02/01/16	07/31/19	\$ 127,817.50	Janitorial Services	RFP #455416-01			
			\$					
			\$					
			\$					

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>There is no potential consequence to the State.</i>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<i>We will be using the Master Service contract list at the end of this amended contract.</i>

9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	Yes:		No:	X
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

By signing below, I know and understand the contents of this Solicitation Waiver Request and Justification and attest that all statements are true and correct.

Debra Crowley
Debra Crowley-Fiscal Administrator

Debra Crowley

Print Name of Agency Representative Initiating Request

Date 1/10/19

Debra Crowley
Debra Crowley-Fiscal Administrator

Debra Crowley

Print Name of Agency Head Authorizing Request

Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

[Signature]
Administrator, Purchasing Division or Designee

1-11-2019
Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21335**Agency Name: **DPS-RECORDS,
COMMUNICATIONS, AND
COMPLIANCE**Agency Code: **655**Appropriation Unit: **4709-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: City of Henderson and LVMPD

Contractor Name: **City of Henderson and LVMPD**

Address:

City/State/Zip **Henderson, NV 89009**

Contact/Phone: 702-267-4301

Vendor No.:

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to 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 % Fingerprint Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **Yes**

If "Yes", please explain

An amendment to extend the original contract (CETS #19538) was submitted to the Division's Budget Analyst for approval in June 2018 and during the review/approval process, it was found the contract/amendment was not entered into CETS as required. The Division's contract manager was out of the office due to a family emergency and was unable to correct the matter timely to allow for processing.

3. Termination Date: **12/31/2018**Contract term: **183 days**4. Type of contract: **Interlocal Agreement**Contract description: **MS365 Temporary Staf**

5. Purpose of contract:

This is a new inter-local agreement between the Department of Public Safety - Records, Communications and Compliance Division (RCC), City of Henderson, Department of Information Technology and Las Vegas Metropolitan Police Department (LVMPD) to cover the cost of hiring temporary staff employees for the purpose of vetting Microsoft 365 employees who will have access to Nevada records of criminal history via a fingerprint-based background checks. All parties agree all costs associated with STAFF shall be shared equally between the RCCD, HENDERSON and LVMPD.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The parties to the contract are required to vet Microsoft 365 employees prior to providing access to Criminal Justice Information Systems.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The parties bound by this contract do not have sufficient staffing to complete the project in a timely manner.

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. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No

If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Services under previous contract (CETS #19538) for the Department of Public Safety - Records, Communications and Compliance Division have been performed satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Melissa Costa, Management Analyst Ph: 775.684.6259

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lgallow1	12/19/2018 09:53:14 AM
Division Approval	cboegle	12/19/2018 16:03:26 PM
Department Approval	cboegle	12/19/2018 16:03:29 PM
Contract Manager Approval	cboegle	12/19/2018 16:03:32 PM
Budget Analyst Approval	aprasa1	01/01/2019 08:45:35 AM




Records, Communications and Compliance Division MEMORANDUM

Date: August 28, 2018

To: Paul Nicks, Acting Director, Governor's Finance Office

Thru: Jim Rodriguez, Budget Analyst, Governor's Finance Office

From:  Julie Butler, Administrator

Subject: Retro-active Intrastate-Interlocal Contract
City of Henderson/Las Vegas Metropolitan Police Department

Attached is a collaborative Intrastate-Interlocal contract between the Department of Public Safety (DEPARTMENT) - Records, Communications and Compliance Division (RCCD), the City of Henderson (HENDERSON) and the Las Vegas Metropolitan Police Department (LVMPD) for which RCCD is requesting retroactive approval.

In December 2017, RCCD entered into a contract with HENDERSON and LVMPD to equally share expenses related to hiring a temporary employee for vetting MS365 employees who will have access to Nevada records of criminal history that will be stored in a cloud. The contract expiration was established as June 30, 2018.

In April 2018, it was deemed necessary to extend the contract term and an amendment was forwarded to HENDERSON and LVMPD for signature. HENDERSON and LVMPD both have approving authority members/boards that meet on a set schedule and as a result of those established schedules, the amendment was not able to be signed by all parties until June 2018.

The signed amendment was submitted to DEPARTMENT for final signature and Budget approval on June 28, 2018. On July 5, 2018, RCCD's contract manager was notified by email from the DEPARTMENT's contract manager that the amendment was not signed by the DEPARTMENT GFO Budget Analyst due to the amendment not being entered in CETS; no other RCCD staff were made aware of the situation. The mistake of not being entered into CETS by RCCD's contract manager was further compounded by RCCD's contract manager being out of the office (due to a family emergency) on July 5th and 6th, returning intermittently the week of July 9th and being unable to discuss or potentially correct the matter timely.

For RCCD to move forward with cloud storage MS365 employees having access to criminal justice information must be vetted in accordance with State and Federal requirements. The approval of this retro-active contract will lessen the financial impact to RCCD for the vetting process by allowing the ability to collect funds from HENDERSON and LVMPD.

Your consideration in approval of this contract is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact myself or Mindy McKay at (775) 684-6262. Thank you.

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: **20083**Amendment
Number: **1**Agency Name: **DPS-FIRE MARSHAL**Legal Entity
Name: **FEDERAL RESOURCES SUPPLY CO**Agency Code: **656**Contractor Name: **FEDERAL RESOURCES SUPPLY CO**Appropriation Unit: **3816-25**Address: **235G Log Canoe Circle**Is budget authority
available?: **Yes**City/State/Zip: **Stevensville, MD 21666**

If "No" please explain: Not Applicable

Contact/Phone: **Robby Thayer 702-267-2244**Vendor No.: **T29036483A**NV Business ID: **NV20151711101**To what State Fiscal Year(s) will the contract be charged? **2018-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 50% Transfer from SERC , 50% Transfer from NDEP

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **05/16/2018**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **12/31/2018**

Termination Date:

Contract term: **1 year and 229 days**4. Type of contract: **Contract**Contract description: **DECON-IQ Training**

5. Purpose of contract:

This is the first amendment to the original contract which provides for six additional Hazmat training classes. This amendment extends the termination date from December 31, 2018 to December 31, 2019, increases the maximum amount from \$11,850 to \$45,450, and adds the six additional Hazmat classes to the scope of services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$11,850.00	\$11,850.00	\$11,850.00	Yes - Info
2. Amount of current amendment (#1):	\$33,600.00	\$33,600.00	\$45,450.00	Yes - Info
3. New maximum contract amount:	\$45,450.00			
and/or the termination date of the original contract has changed to:	12/31/2019			

II. JUSTIFICATION

7. What conditions require that this work be done?

Hazmat training requires certified instructors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hazmat Training is very specialized and requires certified instructors.

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):

Emery Safety
Alliance Solutions
Federal Resources

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the lowest bidder.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 been under contract with the Nevada State Fire Marshal since 5/16/2018 and services have been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdefe1	12/05/2018 14:48:24 PM
Division Approval	nkephart	12/14/2018 12:46:55 PM
Department Approval	cboegle	12/14/2018 13:46:54 PM
Contract Manager Approval	cboegle	12/14/2018 13:46:58 PM
Budget Analyst Approval	mmoren1	12/18/2018 11:55:56 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: **20847**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **1511-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Geotechnical & Environmental Services, Inc.**Contractor Name: **Geotechnical & Environmental Services, Inc.**Address: **7150 Placid Street**City/State/Zip: **Las Vegas, NV 89119**Contact/Phone: **Bob Thomsen 702-365-1001**Vendor No.: **T81085017**NV Business ID: **NV19921050120**To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to 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 **50.00 % Sportsmen Revenue****X** Federal Funds **25.00 %** **X** Bonds **25.00 %**

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 19-05

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/21/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2022**Contract term: **4 years and 11 days**4. Type of contract: **Contract**Contract description: **Geotech Engineering**

5. Purpose of contract:

This is a new contract to provide geotechnical engineering and related services statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Communication tower construction and other future construction that requires geotechnical and inspection services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees cannot do this work because they do not have special inspection certifications and there could also be a conflict of interest.

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: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Rodd Lighthouse, Professional Engineer Ph: 775-688-1586

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	08/13/2018 13:39:34 PM
Division Approval	tdoucett	10/12/2018 11:07:51 AM
Department Approval	eobrien	12/12/2018 16:24:28 PM
Contract Manager Approval	nroble1	12/13/2018 10:01:54 AM
Budget Analyst Approval	mtum1	12/21/2018 18:49:17 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21339**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4460-30**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Center for Conservation Peacebuilding

Contractor Name: **Center for Conservation Peacebuilding**Address: **PO Box 73253**City/State/Zip: **Washington DC, DC 20056**

Contact/Phone: Francine Madden 202-746-4421

Vendor No.:

NV Business ID: NV20181865783

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to 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 % Sportsmen Revenue
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 19-16

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/22/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2019**Contract term: **159 days**4. Type of contract: **Contract**Contract description: **WL Conflict Speaker**

5. Purpose of contract:

This is a new contract to provide for the planning and administration of workshop activities to analyze the Department of Wildlife's needs and support conflict resolution.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,214.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The workshop is needed to teach leaders, stakeholders, and teams how to respect the needs and values of others, analyze the conflicts created when these needs and values are not respected and secured, and improve effective skills and strategies to address conflict collaboratively.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State workers do not have the expertise and enough experience to provide this kind of workshop.

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?

A formal solicitation was conducted by the Department of Wildlife. The selected vendor was the only respondent that had sufficient performance history.

d. Last bid date: 10/31/2018 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. Not Applicable

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Kristin Bowling, Personnel Officer 1 Ph: 775-688-1522

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	11/27/2018 10:45:28 AM
Division Approval	tdoucett	11/29/2018 15:22:50 PM
Department Approval	eobrien	12/12/2018 13:34:39 PM
Contract Manager Approval	nroble1	12/13/2018 10:01:07 AM
Budget Analyst Approval	mtum1	12/22/2018 13:29:52 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21334**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4462-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Carolina Barbeque LLC

Contractor Name: **Carolina Barbeque LLC**Address: **950 Glendale Avenue**City/State/Zip: **Sparks, NV 89431**

Contact/Phone: Clay Cobb 775-359-4776

Vendor No.:

NV Business ID: NV20161698998

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	25.00 % Sportsmen Revenue
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 19-19

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/05/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2022**Contract term: **3 years and 361 days**4. Type of contract: **Contract**Contract description: **Hunter Ed Dinner**

5. Purpose of contract:

This is a new contract to provide ongoing catering services for the volunteer training at the outdoor education awards.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$14.41 per person

II. JUSTIFICATION

7. What conditions require that this work be done?

Dinner is put on each year for volunteers in the outdoor education program. Section 4 of USFWS grant allows for appreciation dinner for volunteers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State staff do not have the capabilities to put on the dinner.

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):

Carolina Barbeque LLC
Red Hawk Golf & Resort
Washoe Steakhouse
Silver Peak Restaurant & Brewery

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor is the cheapest out of the four solicited.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Dawn Andersen, Conservation Ed 3 Ph: 775-688-1622

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	11/20/2018 13:42:08 PM
Division Approval	tdoucett	12/07/2018 08:44:10 AM
Department Approval	eobrien	12/14/2018 16:35:48 PM
Contract Manager Approval	nroble1	01/04/2019 15:18:36 PM
Budget Analyst Approval	cpalme2	01/05/2019 09:38:37 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: **21341**

Agency Name: DCNR - PARKS DIVISION	Legal Entity Name: Allied Sanitation and Septic Services LLC
Agency Code: 704	Contractor Name: Allied Sanitation and Septic Services LLC
Appropriation Unit: 4162-07	Address: PO Box 550
Is budget authority available?: Yes	City/State/Zip: Yerington, NV 89447
If "No" please explain: Not Applicable	Contact/Phone: John Snyder 775-463-5142
	Vendor No.: T27040280
	NV Business ID: NV20141588729

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that 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 **12/21/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/01/2022**Contract term: **3 years and 192 days**4. Type of contract: **Contract**Contract description: **Septic pumping**

5. Purpose of contract:

This is a new contract to provide septic pumping and portable toilets at the Walker River State Recreation Area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$6,250.00 per year

Other basis for payment: per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

General maintenance for sanitation based needs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We don't have the knowledge or equipment to perform septic pumping.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):

**Allied Sanitation
Bobula's Septic
Marshall's Septic Care**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest responding bidder.

d. Last bid date: 05/31/2018 Anticipated re-bid date: 01/01/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Randy Denter, Park Supervisor Ph: 775-463-1609

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	11/29/2018 07:43:26 AM
Division Approval	sdecrona	11/29/2018 07:43:28 AM
Department Approval	sdecrona	11/29/2018 07:43:31 AM
Contract Manager Approval	sdecrona	11/29/2018 08:47:40 AM
Budget Analyst Approval	mtum1	12/21/2018 18:55:14 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21363**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4198-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CREICO ENTERPRISES LLC**Contractor Name: **CREICO ENTERPRISES LLC**Address: **3184 ENFIELD AVE**City/State/Zip: **ELKO, NV 89801-2428**Contact/Phone: **Gary Chapin 775-397-1164**Vendor No.: **T32002017**NV Business ID: **NV20081370376**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that 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 #: **NDF19-016**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/21/2018**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/25/2019**Contract term: **185 days**4. Type of contract: **Contract**Contract description: **M425 Carlin Camp**

5. Purpose of contract:

This is a new contract to complete deferred maintenance projects at the Carlin Conservation Camp, including electrical wiring improvements, lighting replacements, and water heater replacement to preserve critical state assets.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,312.00**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon completion of work in a satisfactory manner and receipt/approval of Contractor's invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to complete M425 Deferred Maintenance projects at the Carlin Camp. Project includes: electrical wiring; re-wire five ceiling lights and add shut off switches; replace exterior light; replace water heater; window replacement; and remove and replace exit signs and egress lighting equipment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise to perform 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):

Creico Construction
Desert Sage Construction
Schell Creek Construction
Canyon Construction Co.
Ormaza Construction Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Creico Construction attended the pre-bi and provided the low quote.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

NDF has a contract currently in the approval process with this Contractor, CETS 21323, to provide Northern Region general contractor services as needed.

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDF has a contract currently in the approval process with this Contractor, CETS 21323, to provide Northern Region general contractor services as needed.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Simerly, Brett, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	12/11/2018 16:56:02 PM
Division Approval	dprather	12/14/2018 09:27:07 AM
Department Approval	dprather	12/14/2018 09:27:10 AM
Contract Manager Approval	jcoope8	12/18/2018 14:27:48 PM
Budget Analyst Approval	mtum1	12/21/2018 18:28:08 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21360**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4198-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PEARSON BROTHERS CONSTRUCTION CO**Contractor Name: **PEARSON BROTHERS CONSTRUCTION CO**Address: **CONSTRUCTION CO
HC 74 BOX 260**City/State/Zip: **PIOCHE, NV 89043-9501**Contact/Phone: **Nick Pearson 775/962-1522**Vendor No.: **T29000200A**NV Business ID: **NV20111610623**To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that 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 #: **NDF19-017**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/21/2018**Anticipated BOE meeting date **02/2019**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/15/2019**Contract term: **175 days**4. Type of contract: **Contract**Contract description: **M425 Pioche Camp**

5. Purpose of contract:

This is a new contract to complete deferred maintenance projects at the Pioche Conservation Camp, including Americans with Disabilities Act (ADA) compliance measures, heating and cooling equipment replacement, and lighting replacements to preserve critical state assets.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,200.00**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Upon completion of work in a satisfactory manner and receipt/approval of Contractor's invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to complete M425 Deferred Maintenance projects at the Pioche Camp. Project includes the installation of one ADA compliant concrete landing including handrails at administration building outside rear exit door; remove and replace inoperable heater and properly dispose of failed unit; remove and replace damaged exit sign and egress lighting in administration building; remove and replace damaged and inoperable office HVAC equipment; and perform final inspection with NDF staff and complete any punch list items noted.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise to perform 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):

Pearson Brothers Construction Company
Vincent Development
Ben Lons Construction

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor to submit a bid

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. 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

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Simerly, Brett, Support Services Program Manager Ph: 775-684-2517

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgree6	12/07/2018 12:24:44 PM
Division Approval	dprather	12/11/2018 06:59:51 AM
Department Approval	dprather	12/11/2018 06:59:55 AM
Contract Manager Approval	jcoope8	12/18/2018 14:21:22 PM
Budget Analyst Approval	mtum1	12/21/2018 18:23:31 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **18779**Amendment
Number: **1**Agency Name: **B&I - INDUSTRIAL RELATIONS DIV**Legal Entity
Name: **KPS3, Inc.**Agency Code: **742**Contractor Name: **KPS/3**Appropriation Unit: **4685-15**Address: **500 RYLAND ST STE 300**Is budget authority
available?: **Yes**City/State/Zip **RENO, NV 89502-1662**

If "No" please explain: Not Applicable

Contact/Phone: **Stephanie Kruse 775-686-7439**Vendor No.: **PUR0004720**NV Business ID: **NV19941094961**To what State Fiscal Year(s) will the contract be charged? **2018-2019**

What is the source of funds that will be used to pay the contractor? 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	33.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	67.00 % Workers Compensation Assessment fund

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **07/05/2017**

Anticipated BOE meeting date 01/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **06/30/2019**Contract term: **1 year and 360 days**4. Type of contract: **Contract**Contract description: **Multi-Media Contract**

5. Purpose of contract:

This is the first amendment to the original contract which provides multimedia workplace safety and health education information. This amendment increases the maximum amount from \$250,000 to \$280,000 due to an expanded outreach campaign in 2018.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$250,000.00	\$250,000.00	\$250,000.00	Yes - Action
2. Amount of current amendment (#1):	\$30,000.00	\$30,000.00	\$30,000.00	Yes - Info
3. New maximum contract amount:	\$280,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 618.353 requires the Division of Industrial Relations to conduct workplace safety and health education and informational programs in Nevada to promote safe practices and increase the recognition, avoidance and prevention of unsafe and unhealthy work conditions. This contract also supports our 21(d) federal cooperative agreement grant.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise to provide these services. Our marketing campaigns include search engine optimization and Google AdWords. The contract also supports development of pamphlets, handouts, newspaper ads, and other multimedia and online advertising.

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?

Pursuant to RFP #3415, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/08/2017 Anticipated re-bid date: 03/08/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 1992, Business & Industry.

KPS3 has had the multimedia contract for SCATS for more than 25 years. They have performed a variety of tasks, always exceeding expectations and with high-quality results. In 2016 SCATS was awarded the Onsite Consultation Achievement Recognition Award for the Google AdWords campaign developed and implemented by KPS3. This contractor continues to be innovative in developing new marketing strategies to increase our ability to reach employers throughout Nevada.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

DBA

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ljon13	11/30/2018 11:26:43 AM
Division Approval	ljon13	12/06/2018 12:11:15 PM

Department Approval	jhanse4	12/06/2018 13:44:50 PM
Contract Manager Approval	jwhi11	12/26/2018 08:20:51 AM
Budget Analyst Approval	aurruty	01/22/2019 15:40:05 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21386**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FAAD JANITORIAL**Contractor Name: **FAAD JANITORIAL**Address: **52 GLEN CARRAN CIR**City/State/Zip: **SPARKS, NV 89431**

Contact/Phone: Donna Leidner 775/351-2405

Vendor No.: T27017486

NV Business ID: NV20041538232

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprise Set-Aside

Agency Reference #: 3293-21-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/07/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/31/2021**Contract term: **2 years and 83 days**4. Type of contract: **Contract**Contract description: **FAAD Janitorial**

5. Purpose of contract:

This is a new contract to provide kitchen cleaning services for the Blind/Visually Impaired Operators of Food Court establishments in Federal, State and Local government buildings in northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,500.00**

Other basis for payment: As invoiced and approved by authorized BEN staff. The contract shall not exceed \$49,500.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN food court sites that are operated by blind/visually impaired operators must be kept clean to pass Federal, State and Local Health Codes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State personnel are not qualified to perform the 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):

Commercial Janitorial
Jani-King
XtraClean Janitorial
FAAD Janitorial

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only vendor to submit a proposal

d. Last bid date: 11/29/2018 Anticipated re-bid date: 11/15/2022

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has provided satisfactory service to various state agencies since 2007.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Kevin Horigan, BEO I Ph: 775-687-6879

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmartin7	12/19/2018 13:28:42 PM
Division Approval	kdesoci1	12/31/2018 14:47:12 PM
Department Approval	kdesoci1	12/31/2018 14:47:16 PM
Contract Manager Approval	swilli31	01/07/2019 12:46:07 PM
Budget Analyst Approval	dbaughn	01/07/2019 12:53:40 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21446**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B017 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KAEMPFER CROWELL Ltd.**Contractor Name: **KAEMPFER CROWELL Ltd.**Address: **50 West Liberty Street
Suite 700**City/State/Zip: **RENO, NV 89501**Contact/Phone: **Severin Carlson 775/852-3900**Vendor No.: **T81007815A**NV Business ID: **NV19941041279**To what State Fiscal Year(s) will the contract be charged? **2019-2020**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % License
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2019**

Anticipated BOE meeting date 02/2019

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/12/2020**Contract term: **1 year**4. Type of contract: **Contract**Contract description: **Government Affairs**

5. Purpose of contract:

This is a new contract for lobbyist and government affairs services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$4,000.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Board of Nursing seeks to pass the Enhanced Nurse Licensure Compact. The Nursing Board has attempted to pass this legislation several times in the past. It is not easy to pass legislation. So, we need a person and supporting players to advise the Board of Nursing how to get this legislation passed because nobody on the staff of the Nursing Board has this specialized knowledge.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No one in the Nursing Board are able to do this work because we don't know how. The art of passing legislation is a specialized art that few possess.

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):

Chris Ferrari
Bryon Gresh
Keith Lee

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Nursing Board believes they can get the job done.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Kaempfer Crowell has and continues to supply other Nevada State Agencies with advice and guidance in the matter of government affairs. All of the state agencies are very satisfied with the services provided.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	1fred	01/14/2019 11:59:06 AM
Division Approval	1fred	01/14/2019 11:59:23 AM
Department Approval	1fred	01/14/2019 11:59:27 AM
Contract Manager Approval	1fred	01/14/2019 11:59:30 AM
Budget Analyst Approval	lfree1	01/15/2019 13:27:11 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21365**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	CARRARA GROUP LLC
Agency Code:	BDC	Contractor Name:	CARRARA GROUP LLC
Appropriation Unit:	B024 - All Categories	Address:	CARRARA NEVADA 2300 W SAHARA AVE STE 800
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89102-4397
If "No" please explain:	Not Applicable	Contact/Phone:	Rocky Finseth 702/228-8026
		Vendor No.:	T29020275
		NV Business ID:	NV20021131481

To what State Fiscal Year(s) will the contract be charged? **2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % License
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/15/2019**

Anticipated BOE meeting date 12/2018

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **165 days**4. Type of contract: **Contract**Contract description: **Lobbyist Services**

5. Purpose of contract:

This is a new contract to provide lobbyist and government affairs services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,600.00**

Payment for services will be made at the rate of \$2,100.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS Chapter 635 requires the Nevada State Board of Podiatry to recommend the creation and/or amendment of laws regarding the practice of podiatry in the State of Nevada. To complete this legislative requirement, it is a necessity for the Board to receive expert advice on government affairs. In addition, the issues require special skills, expertise and knowledge of an experienced legislative liaison to assure optimal results for the Board and the citizens it serves.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Assistance is needed in the planning and dissemination of information to legislative members with the expertise and required knowledge of the Nevada Legislature. The Board operates with a staff of one and does not have the availability, expertise or knowledge that can be uniquely performed by the contractor.

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):

Carrara Group
Foster Consulting
Lewis Roca

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Contractor has unique knowledge, experience of the Legislative Process. The contractor has represented various other organizations including the Podiatry Board during previous legislative sessions.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. 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

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada State Board of Podiatry 2016/2017

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	12/10/2018 11:43:39 AM
Division Approval	vwind1	12/10/2018 11:43:42 AM
Department Approval	vwind1	12/10/2018 11:43:46 AM
Contract Manager Approval	vwind1	12/10/2018 11:43:50 AM
Budget Analyst Approval	lfree1	01/15/2019 16:05:07 PM



**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: January 17, 2019

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Heather Field, Executive Branch Budget Officer
Budget Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

DEPARTMENT OF MOTOR VEHICLES – COMPLETE STREETS PROGRAM

Agenda Item Write-up:

Pursuant to NRS 482.1825, Subsection 2, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This report is for the period beginning October 1, 2018 and ending December 31, 2018.

Additional Information:

During this time period the Department of Motor Vehicles collected \$79,236 as compared to \$73,112 for the same period last year and \$89,902 collected last quarter. Of the amounts collected, approximately 78.06% was from Clark County, 15.95% was from Washoe County, 3.02% was from Carson City and 2.97% was from Douglas County. After deducting 1% to administer the program, Clark County received \$61,233.48; Washoe County received \$12,511.62; Carson City received \$2,370.06 and Douglas County received \$2,328.48.

For the second quarter of State Fiscal Year 2019, 13.97% is the average of those registering vehicles who contributed to the Complete Streets Program. This is a 4% increase from 13.43% from the same period of State Fiscal Year 2018. For the second quarter of State Fiscal Year 2019, Clark County received on average 14.95% where Douglas County received on average 10.69% of vehicle registrations donating.

Uses:

The uses reports from the local jurisdictions will be reported on a fiscal year basis and is anticipated for the September 2019 BOE.

Statutory Authority:

NRS 482.1825

REVIEWED: _____
INFO ITEM: _____

Steve Sisolak
Governor



Julie Butler
Director

555 Wright Way
Carson City, Nevada 89711-0900
Telephone (775) 684-4368
www.dmvnv.com

January 7, 2019

Board of Examiners

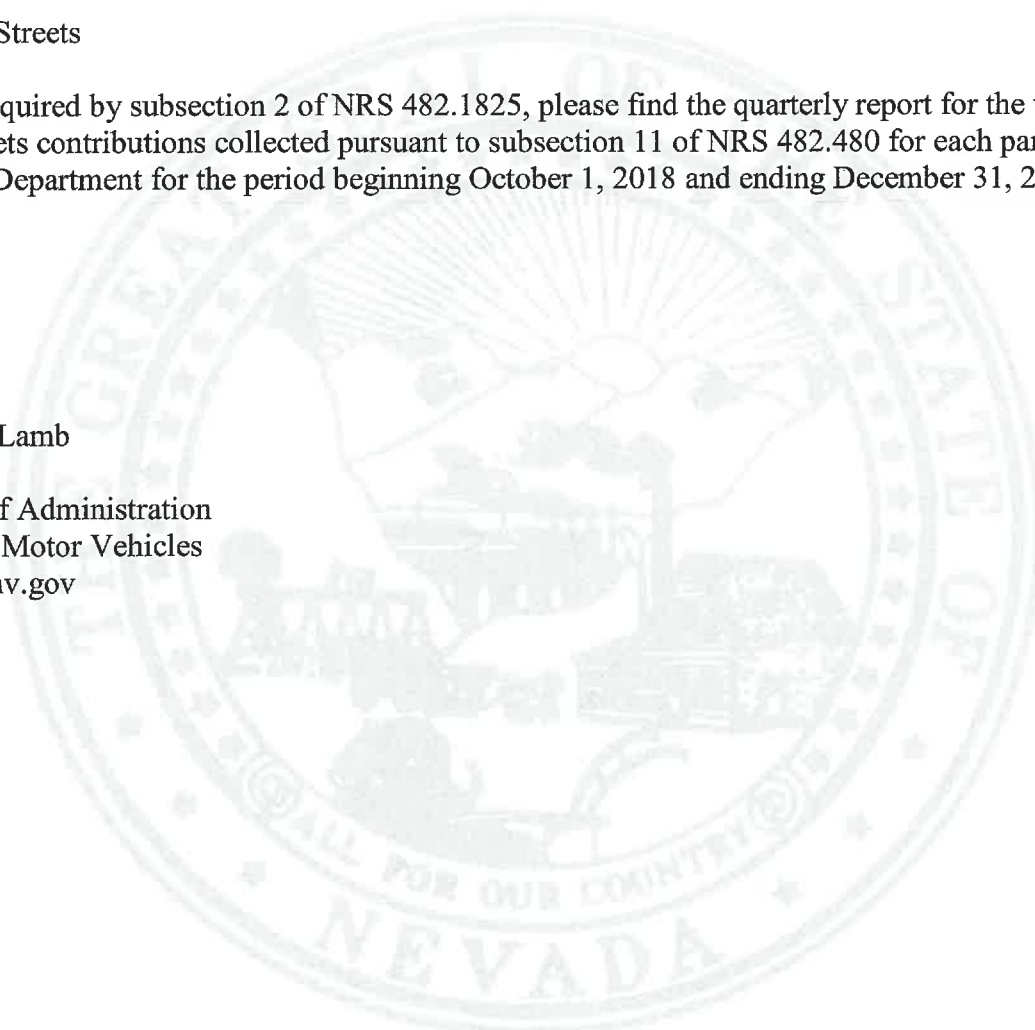
Re: Complete Streets

Attached, as required by subsection 2 of NRS 482.1825, please find the quarterly report for the voluntary Complete Streets contributions collected pursuant to subsection 11 of NRS 482.480 for each participating county by the Department for the period beginning October 1, 2018 and ending December 31, 2018.

Sincerely,

Angela Smith-Lamb

Acting Chief of Administration
Department of Motor Vehicles
asmith@dmv.nv.gov
775-684-4627



Department of Motor Vehicles Complete Streets: Monthly Report FY19

Report Date: 17-Jan-19

Reporting Period: October 1, 2018 through December 31, 2018

Contributions												
County	October		November		December		Year to Date		FY 18		FY 17	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$ 864.00	3.03%	\$ 806.00	3.17%	\$ 724.00	2.86%	\$5,200.00	3.07%	\$10,338.00	3.34%	\$10,351.00	3.15%
Clark	\$ 22,066.00	77.46%	\$ 19,842.00	77.93%	\$ 19,944.00	78.86%	\$131,494.00	77.74%	\$262,432.00	84.73%	\$254,228.00	77.37%
Douglas	\$ 892.00	3.13%	\$ 708.00	2.78%	\$ 752.00	2.97%	\$4,998.00	2.95%	\$9,503.51	3.07%	\$9,320.00	2.84%
Washoe	\$ 4,664.00	16.37%	\$ 4,104.00	16.12%	\$ 3,870.00	15.30%	\$27,446.00	16.23%	\$27,446.00	8.86%	\$54,669.75	16.64%
Total	\$28,486.00	100.00%	\$25,460.00	100.00%	\$25,290.00	100.00%	\$169,138.00	100%	\$309,719.51	100.00%	\$328,568.75	100.00%

DMV Commission (1%)												
County	October		November		December		Year to Date		FY 18		FY 17	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$8.64	3.03%	\$8.06	3.17%	\$7.24	2.86%	\$52.00	3.07%	\$103.38	3.08%	\$103.51	3.15%
Clark	\$220.66	77.46%	\$198.42	77.93%	\$199.44	78.86%	\$1,314.94	77.74%	\$2,624.32	78.07%	\$2,542.28	77.37%
Douglas	\$8.92	3.13%	\$7.08	2.78%	\$7.52	2.97%	\$49.98	2.95%	\$95.04	2.83%	\$93.20	2.84%
Washoe	\$46.64	16.37%	\$41.04	16.12%	\$38.70	15.30%	\$274.46	16.23%	\$538.56	16.02%	\$546.70	16.64%
Total	\$284.86	100%	\$254.60	100%	\$252.90	100%	\$1,691.38	100%	\$3,361.30	100.00%	\$3,285.69	100.00%

Distributions												
County	October		November		December		Year to Date		FY 18		FY 17	
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total
Carson City	\$855.36	3.03%	\$797.94	3.17%	\$716.76	2.86%	\$5,148.00	3.07%	\$10,234.62	3.08%	\$10,247.49	3.15%
Clark	\$21,845.34	77.46%	\$19,643.58	77.93%	\$19,744.56	78.86%	\$130,179.06	77.74%	\$259,807.68	78.07%	\$251,685.72	77.37%
Douglas	\$883.08	3.13%	\$700.92	2.78%	\$744.48	2.97%	\$4,948.02	2.95%	\$9,408.47	2.83%	\$9,226.80	2.84%
Washoe	\$4,617.36	16.37%	\$4,062.96	16.12%	\$3,831.30	15.30%	\$27,171.54	16.23%	\$53,317.44	16.02%	\$54,123.05	16.64%
Total	\$28,201.14	100%	\$25,205.40	100%	\$25,037.10	100%	\$167,446.62	100%	\$332,768.21	100.00%	\$325,283.06	100.00%

Note:

1. DMV began accepting contributions on 12/15/14.
2. DMV began accepting Douglas County contributions on 5/9/16.

Department of Motor Vehicles
Complete Streets Report: Donations
2019

County	October	November	December	Year To Date	FY 18	FY 17
Carson City						
Donations	432	403	362	2,600	5,169	5,176
Registrations	3,418	3,028	2,987	20,341	40,067	38,308
Percent that Donated	12.64%	13.31%	12.12%	12.78%	12.90%	13.51%
Clark						
Donations	11,033	9,921	9,972	65,747	131,216	127,114
Registrations	72,788	66,333	67,720	436,701	873,925	849,399
Percent that Donated	15.16%	14.96%	14.73%	15.06%	15.01%	14.97%
Douglas						
Donations	446	354	376	2,499	4,752	4,660
Registrations	4,127	3,533	3,346	23,907	45,793	43,407
Percent that Donated	10.81%	10.02%	11.24%	10.45%	10.38%	10.74%
Washoe						
Donations	2,332	2,052	1,935	13,723	26,928	29,711
Registrations	20,544	18,107	17,476	124,112	245,723	234,293
Percent that Donated	11.35%	11.33%	11.07%	11.06%	10.96%	12.68%

Notes

1. Registration transaction counts come from: G:\Crystal Report\VR\Registrations\New and Renewal Registrations
2. Registration transactions include new registrations and registration renewals completed on the Kiosk, Web and MyDMV Portal only.
3. DMV began accepting Douglas County contributions on 5/9/16.

Steve Sisolak
Governor



Susan Brown
Director

Paul Nicks
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: January 9, 2018

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Curtis Palmer, Executive Branch Budget Officer *CP*
Budget Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF STATE LANDS**

Agenda Item Write-up:

Pursuant to NRS 321.5954, the Division 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. 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 2nd quarter of Fiscal Year 2019.

Additional Information:

There was no activity under the Tahoe Basin Act and no land acquisitions under the Lake Tahoe Mitigation Program during this quarter. There were three transfers of interest resulting in 2,510 square feet of restored coverage and an increase to the Land Bank of \$39,312.50.

Statutory Authority:

NRS 321.5954

REVIEWED: *cm*

INFO ITEM: _____



Nevada Division of
STATE LANDS

STATE OF NEVADA
Department of Conservation & Natural Resources

Brian Sandoval, Governor
Bradley Crowell, *Director*
Charles C. Donohue, *Administrator*

January 9, 2019

RECEIVED

JAN - 9 2019

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

MEMORANDUM

TO: Susan Brown, Director
Governor's Office of Finance

FROM: Charles Donohue, Administrator *als for*
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT
AND LAKE TAHOE MITIGATION PROGRAM – 2nd QUARTER FY 2019
BOARD OF EXAMINERS MEETING DATE OF FEBRUARY 12, 2019**

Pursuant to NRS 321.5954, a quarterly report regarding the real property or interests in real property transferred under the Tahoe Basin Act and the Lake Tahoe Mitigation Program shall be reported quarterly to the State Board of Examiners. The enabling legislation is listed below.

- There was no activity under the Tahoe Basin Act

Lake Tahoe Mitigation Program:

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending December 31, 2018.

- There were no acquisitions of land during this quarter. However, three (3) transfers of interest in real property occurred during this quarter and are listed below:

On **November 6, 2018**, a transaction was finalized involving the sale of 21 square feet of Class 1b, restored soft land coverage for the replacement of existing NV Energy infrastructure in the South Stateline area. This transaction resulted in \$462.00 in proceeds for the Nevada Land Bank.

On **November 6, 2018**, a transaction was finalized involving the sale of 143 square feet of Class 4, restored soft land coverage for the replacement of existing NV Energy infrastructure in the South Stateline area. This transactions resulted in \$3,608.00 in proceeds for the Nevada Land Bank.

On **December 14, 2018**, a transaction was finalized involving the sale of 1,905 square feet of Class 1a, restored soft land coverage for an addition of a garage to a single family dwelling in the South Stateline area. This transaction resulted in \$35,242.50 in proceeds for the Nevada Land Bank.

All proceeds from the above transactions were deposited in the respective budget accounts to carry out the intent of the Nevada Land Bank program.

In the event you have any questions or would like additional information please contact Sherri Barker, Land Agent II at 775-684-2735.

CD/sb

cc: Bradley Crowell, Director, Department of Conservation and Natural Resources

NRS 321.5954 Powers and duties of Division and State Land Registrar regarding programs to preserve, restore and enhance Lake Tahoe Basin.

1. In carrying out a program authorized pursuant to NRS 321.5953, the Division may, as the State Land Registrar deems appropriate regarding particular parcels of land:

(a) Acquire, from a willing owner, real property or an interest in real property in the Lake Tahoe Basin by donation, purchase or exchange;

(b) Transfer real property or an interest in real property in the Lake Tahoe Basin by sale, lease or exchange;

(c) Eliminate, or mitigate the effects of, development, land coverage or features or conditions of real property acquired pursuant to paragraph (a) that are detrimental to the natural environment of the Lake Tahoe Basin; and

(d) Retire, extinguish or otherwise terminate rights to develop or place land coverage on real property acquired pursuant to paragraph (a).

2. The State Land Registrar may transfer real property or an interest in real property acquired pursuant to this section:

(a) To state and federal agencies, local governments and nonprofit organizations for such consideration as the State Land Registrar deems to be reasonable and in the interest of the general public.

(b) To other persons for a price that is not less than the fair market value of the real property or interest.

3. Before real property or an interest in real property is transferred pursuant to this section, the State Land Registrar shall record a declaration of restrictions or deed restrictions if the State Land Registrar determines that such restrictions are necessary to protect the public interest.

4. The State Land Registrar shall report quarterly to the State Board of Examiners regarding the real property or interests in real property transferred pursuant to this section.

5. Notwithstanding any other provision of law, a person shall not acquire, disturb or use real property or an interest in real property acquired by this State pursuant to this section unless the person first obtains written authorization from the State Land Registrar.

6. As used in this section:

(a) "Interest in real property" includes, without limitation:

(1) An easement for conservation as that term is defined in NRS 111.410;

(2) The right to develop the real property;

(3) The right to place land coverage on the real property; and

(4) Such other easements or rights as are appurtenant to the real property.

(b) "Land coverage" means a covering over or compaction of the natural surface of the ground that prevents water from percolating into the ground.

(Added to NRS by 1999, 2018)

↓1993 Statutes of Nevada, Page 1153 (Chapter 355, SB 139)↓

(a) Acquire by donation, purchase or exchange real property or any interest in real property in the Lake Tahoe Basin.

(b) Transfer by sale, lease or exchange real property or any interest in real property in the Lake Tahoe Basin.

(c) Eliminate land coverage on real property acquired pursuant to paragraph (a).

(d) Eliminate, or mitigate the effects of, features or conditions of real property acquired pursuant to paragraph (a) which are detrimental to the environment of the Lake Tahoe Basin.

(e) Retire or otherwise terminate rights to place land coverage on real property in the Lake Tahoe Basin.

3. Any acquisition of real property or any interest in real property made pursuant to this section must first be approved by the state board of examiners. The price of the acquisition must be based on the fair market value of the property or interest as determined by a qualified appraiser.

4. The state land registrar may transfer real property or any interest in real property acquired pursuant to this section:

(a) To state and federal agencies, local governments and nonprofit organizations for such consideration as he deems to be reasonable and in the interest of the general public.

(b) To other persons for a price that is not less than the fair market value of the real property or interest as determined by a qualified appraiser.

5. Before any real property or an interest in real property is transferred pursuant to this section, a declaration of restrictions or deed restrictions must be recorded as required by the Tahoe Regional Planning Agency to ensure that rights to place land coverage on the real property are retired or otherwise terminated.

6. The state land registrar shall report quarterly to the state board of examiners regarding the real property or interests in real property transferred pursuant to this section.

7. As used in this section, "land coverage" means any covering over the natural surface of the ground that prevents water from percolating into the ground.

Sec. 2. 1. The account for mitigation of land coverage in the Lake Tahoe Basin is hereby created in the state general fund. The state land registrar may expend money in the account to administer and carry out the program established pursuant to section 1 of this act, including the payment of all administrative costs associated with the program. All money received by the division of state lands of the state department of conservation and natural resources for that program from any source and all money received by the state land registrar from the transfer of any real property or interest in real property pursuant to section 1 of this act must be deposited in the state treasury to the credit of the account.

2. The interest and income earned on the money in the account, after deducting any applicable charges, must be credited to the account. Any money remaining in the account at the end of each fiscal year does not lapse to the state general fund but must be carried over into the next fiscal year.

Brian Sandoval
Governor



Susan Brown
Director

Paul Nicks
Deputy Director

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
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: January 14, 2019

To: Susan Brown, Clerk of the Board
Governor's Finance Office

From: Tiffany Greenameyer, Executive Budget Officer
Governor's Finance Office, Budget Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners' meeting.

GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION

Agenda Item Write-up:

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of January 14, 2019.

Additional Information:

The TORT Claim Fund is the State Treasury Fund for Insurance Premiums. The Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency supplement funding for eligible agencies within statutory authority.

Below is the available balance for each account prior to any projected outstanding claims.

TORT Claim Fund	\$ 7,838,574.59
Statutory Contingency Account	\$ 2,487,846.93
Stale Claims Account	\$ 871,658.51
Emergency Account	\$ 279,841.00
Disaster Relief Account	\$10,607,612.13
IFC Unrestricted Contingency Fund General Fund	\$ 746,091.66
IFC Unrestricted Contingency Highway Fund	\$ 1,614,754.35
IFC Restricted Contingency Fund General Fund	\$14,144,627.00
IFC Restricted Contingency Highway Fund	\$ 2,220,935.00

Statutory Authority:

NRS 331.187, 353.097, 353.263, 353.264, 353.266, 353.268, 353.2735 and
AB417, AB499, AB504, AB518, SB187 and SB553 of the 2017 Legislative Session

REVIEWED: <u>SL</u>
ACTION ITEM: _____

BA 4892 Statutory Contingency Account
NRS 353.264
FY 2019 (as of January 14, 2019)

Beginning Cash	2,578,355.00
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Total Revenue	<u><u>\$ 2,578,355.00</u></u>
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Paid Claims:

Post Conviction Stale Claims	(68,227.12)
DCFS Interstate Compact - 1st Qtr Reimbursement	(4,006.05)
DCFS Interstate Compact - 2nd Qtr Reimbursement	-
DCFS Interstate Compact - 3rd Qtr Reimbursement	-
DCFS Interstate Compact - 4th Qtr Reimbursement	-
STATE VS LASKA	(10,070.00)
STATE VS HILL V	(2,690.00)
STATE VS RODRIGUEZ R	(5,514.90)

Total Payments	<u>(90,508.07)</u>
Account Balance	<u><u>\$ 2,487,846.93</u></u>

Claims Submitted for Payment:

Attorney General's Office	0.00
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\$ -	
Submitted for Payment	
Account Balance	<u><u>\$ 2,487,846.93</u></u>

Projected Outstanding Claims:

-	
Total Pending Claims	<u>\$ -</u>
Account Balance	<u><u>\$ 2,487,846.93</u></u>

BA 1348 TORT Claim Fund
NRS 331.187
FY 2019 (as of January 14, 2019)

Beginning Cash	5,716,729.00	
Insurance Premiums - A	115,955.63	
Insurance Premiums	4,250,510.17	
AG Loan Repayment	5,000.00	
	<u>10,088,194.80</u>	
Total Revenue		<u><u>\$ 10,088,194.80</u></u>

	<u>Paid Claims:</u>	
Attorney General's Office	(2,249,620.21)	
	<u>Total Payments</u>	<u>(2,249,620.21)</u>
Account Balance		<u><u>\$ 7,838,574.59</u></u>

Claims Submitted for Payment:

Submitted for Payment	\$ -	
Account Balance		<u><u>\$ 7,838,574.59</u></u>

Projected Outstanding Claims:

Attorney General's Office (projection)	-	
	<u>Total Pending Claims</u>	<u>\$ -</u>
Account Balance		<u><u>\$ 7,838,574.59</u></u>

BA 4888 Stale Claims Account
NRS 353.097
FY 2019 (as of January 14, 2019)

Beginning Cash	798,536.00	
	890,000.00	
Total Revenue		\$ 1,688,536.00

Paid Claims:

Supreme Court	(253.32)	
NSLA Library	(11,308.36)	
DHHS Aging Services	(207,466.70)	
DETR	(6,852.96)	
DHHS Southern NV Adult Mental Health	(7,451.41)	
LV Childrns Behavioral Health	(3,630.96)	
Mental Health Inst	(761.60)	
DCNR Water Resources	(4,433.40)	
Dept of Taxation	(17,633.67)	
Dept of Corrections	(42,545.69)	
Veteran's	(122.52)	
Dept of Public Safety	(6,088.15)	
Parks	(3,930.06)	
Forestry	(1,046.69)	
Conservation	(1,814.02)	
Fire Marshall	(631.99)	
Military	(1,115.81)	
Youth Service Division	(696.32)	
DCFS	(93,491.31)	
Agriculture	(3,075.07)	
Dept of Education	(194,770.78)	
Post Conviction	(8,667.77)	
Outstanding Claims sent to ASD	(199,088.93)	
Total Payments	(816,877.49)	
Account Balance		\$ 871,658.51

Claims Pending BOE Approval

DCFS	0.00	
ADSD	0.00	
Submitted for Payment	0.00	
Account Balance		\$ 871,658.51

Projected Outstanding Claims :

Outstanding Claims sent to ASD		
DCFS	(295,627.00)	
NV Dept of Education	0.00	
Public Defender	(291,555.00)	
NSLA	0.00	
Governor's Finance Office	0.00	
Agriculture	0.00	
Total Pending Claims	(587,182.00)	
Estimated Account Balance - Including all Claims		\$ 284,476.51

BA 4889 Emergency Fund
NRS 353.263
FY 2019 (as of January 14, 2019)

Beginning Cash 279,841.00

Total Revenue **\$ 279,841.00**

Paid Claims:

Payments \$ -
Account Balance **\$ 279,841.00**

Claims Submitted for Payment:

-
Total Submitted Payments \$ -
Account Balance **\$ 279,841.00**

Projected Outstanding Claims

-
Total Pending Claims \$ -
Estimated Account Balance - Including all Claims **\$ 279,841.00**

BA 1335 Disaster Relief Account
NRS 353.2735
FY 2019 (as of January 14, 2019)

Beginning Cash	9,557,867.00
Treasurer's Interest	49,745.13
1st - 2nd Qtr Transfers Per NRS 353.288(4)	1,000,000.00

Total Revenue	\$ 10,607,612.13
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Paid Claims:

-
-
-

Payments	\$ -
Account Balance	\$ 10,607,612.13

Claims Submitted for Payment:

Submitted for Payment	\$ -
Account Balance	\$ 10,607,612.13

Projected Outstanding Claims :

-

Total Pending Claims	\$ -
Estimated Account Balance - Including all Claims	\$ 10,607,612.13

IFC Contingency Fund Unrestricted
NRS 353.266
FY 2019 (as of January 14, 2019)

Unrestricted General Fund

Beginning Cash FY19 15,414,503.65

Total Revenue	15,414,503.65
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Paid Claims:

Judicial Branch - Supreme Court BA 1494	(167,998.00)	Approved @ the June 19, 2018 IFC
Judicial Branch - Court of Appeals BA 1489	(65,000.00)	Approved @ the June 19, 2018 IFC
DCNR Forestry Division BA 4196	(10,930,180.00)	Approved @ the June 19, 2018 IFC
Public Safety BA 4709	(86,398.00)	Approved @ the August 16, 2018 IFC
Department of Corrections-Directors Office BA 3710	(158,000.00)	Approved @ the August 16, 2018 IFC
DCNR-Water Resources Channel Clearance	(250,000.00)	Approved @ the October 24, 2018 IFC
DPS Parole & Probation	(457,308.00)	
Veterans Affaris	(909,984.00)	
Emergency Management	(291,773.00)	
NV Dept of Education	(114,425.00)	Approved @ the Dec 2018 IFC
Meeting Costs	(29,025.99)	
GFO Stale Claim Account (BOE)	(890,000.00)	Dec 2018 IFC
Total Payments	(14,350,091.99)	
Account Balance	1,064,411.66	

Pending Reimbursement:

SOS	(234,320.00)	Pending Jan BOE
DMV	(84,000.00)	Pending Jan BOE
Total Pending	(318,320.00)	
Account Balance-GF	746,091.66	

Unrestricted Highway Fund

Beginning Cash 1,668,141.35

Total Revenue	1,668,141.35
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Paid Claims:

DPS HWY Sfty Plan	(53,387.00)	Approved @ the October 24, 2018 IFC
Total Payments	(53,387.00)	
Account Balance-HWY	1,614,754.35	

IFC Contingency Fund Restricted
NRS 353.266
FY 2019 (as of January 14, 2019)

Restricted General Fund

FY 19 Appropriations	2,913,155.00	
<u>Beginning Cash FY19</u>		
Governor's Office of Finance - Enterprise Resource Planning Project	10,143,113.00	
Department of Health and Human Services - Aging and Disability Services - Autism	1,392,066.00	
Desert Research Institute - Cloud Seeding Program	972.00	
Department of Public Safety - Division of Parole & Probation - Pilot Re-entry Program	370,235.00	
Establishment of a Fine Arts Museum in LV & Expansion of Reno NV Museum of Art	1,000,000.00	
Total Revenue		15,819,541.00

Paid Claims:

Establishment of a Fine Arts Museum in LV & Expansion of Reno NV Museum of Art	(1,000,000.00)	Approved @ August 14, 2018 IFC
Governor's Office of Finance - Enterprise Resource Planning Project	(674,914.00)	Approved @ October 24, 2018 IFC
	0.00	
	0.00	
Payments	(1,674,914.00)	
Account Balance		14,144,627.00

Pending Claims IFC Meeting:

Total Pending	0.00
Account Balance	14,144,627.00

Restricted Highway Fund

Beginning Cash:

Governor's Office of Finance - Enterprise Resource Planning Project	2,379,248.00	
Total Revenue		2,379,248.00

Paid Claims:

Governor's Office of Finance - Enterprise Resource Planning Project	(158,313.00)	Approved @ October 24, 2018 IFC
Payments	(158,313.00)	
Account Balance		2,220,935.00

Pending Claims October, 2018 IFC Meeting:

Total Pending	0.00
Account Balance	2,220,935.00