

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:** December 8, 2020, 10:00 AM

**Location:**

*Pursuant to the Governor's Emergency Directive 006, as extended, there will be no physical location for this meeting. This meeting can be viewed on YouTube. The link will not go live until 10:00 am*

[https://www.youtube.com/channel/UCF8zpKli9VhMDNVq\\_GsEYuQ/live](https://www.youtube.com/channel/UCF8zpKli9VhMDNVq_GsEYuQ/live)

**Please do not call for the collaboration code if you have not been contacted by your Executive Branch Budget Officer to do so. Thank you.**

**Conference Call Line  
For Public Comment**

775-687-0999 or 702-486-5260

Please call 775-684-0222 for a collaboration code

### AGENDA

1. **Call to Order / Roll Call**
2. **Public Comment** (The first public comment is limited to comments on items on the agenda. 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 November 10, 2020 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 Conservation & Natural Resources – Nevada Division of Environmental Protection	1	\$35,662
Department of Veterans Services	1	\$43,402
<b>Total</b>	<b>2</b>	<b>\$79,064</b>

**5. Authorization for an Emergency Contract with a Current and/or a Former State Employee** (For possible action)

**State Controller's Office**

Pursuant to NRS 333.705, subsection 4, the State Controller's Office seeks a favorable recommendation regarding the Department's determination to use the emergency provision to contract with former employee Brenda Laird to perform Comprehensive Annual Financial Report duties through Master Service Agreement #18405 between State Controller's Office and Marathon Staffing Group, Inc.

**6. Authorization to Contract with a Current and/or a Former State Employee**

**Department of Transportation**

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Transportation requests authority for HDR, Inc. to engage Troy Martin to be the Lead Structural Engineer on their team for the preliminary engineering on Phase 2 of the Reno Spaghetti Bowl Project.

Pursuant to NRS 333.705, subsection 1, the Department of requests authority for Atkins North America, Inc. to engage L. Ron Dietrich to be a Project Manager who will provide right-of-way support services including professional advice for condemnation coordination, and training for the Department.

**7. Request for a recommendation of Approval to the Interim Finance Committee for an Allocation Amount from the Contingency Account** (For possible action)

**A. Department of Conservation & Natural Resources – Division of Forestry**

Pursuant to NRS 353.268, the Department requests the Board's recommendation to the Interim Finance Committee (IFC) for \$2,463,625 from the IFC Contingency Account to cover emergency response expenses within the Forest Fire Suppression account.

**B. Governor's Finance Office – Board of Examiners**

Pursuant to NRS 353.268, the Governor's Finance Office on behalf of the Board of Examiners requests the Board's recommendation to the Interim Finance Committee (IFC) for an allocation of \$500,000 from the IFC Contingency Account to replenish the State Claims account through June 30, 2021.

**8. Request to Pay a Court Order**

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.

**Department of Employment, Training and Rehabilitation**

The Department has been ordered to pay the fees for professional services and administrative costs related to the work performed by the Special Master related to court case CV20-00755. The Department requests approval to pay the Interim Order Awarding Special Master's Fees and Costs in the amount of \$42,507.27.

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

**Department of Motor Vehicles**

Pursuant to NAC 333.175, the Department 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 Department currently participates in has been amended by the other parties. This amendment would increase the maximum amount from \$667,464.52 to \$959,693.77 through December 26, 2022.

Pursuant to NAC 333.175, the Department requests approval to utilize the Department of Public Safety contract with Management Technology Group to provide quality assurance, senior advisory, and change management services.

10. [Approval of Proposed Leases](#) (For possible action)
11. [Approval of Proposed Contracts](#) (For possible action)
12. [Approval of Proposed Master Service Agreements](#) (For possible action)
13. [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 October 20, 2020 through November 16, 2020.

#### **14. Information Item Reports**

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

Pursuant to NRS 321.5954, Subsection 4, the State Land Registrar 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, on 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 1st quarter of fiscal year 2021.

##### **B. Statewide Quarterly Overtime Report – Fiscal Year 2021 1<sup>st</sup> Quarter**

Pursuant to NRS 284.180, the Department of Administration, Division of Human Resource Management must prepare and submit quarterly to the Budget Division of the Office of Finance a report regarding all overtime worked by employees of the Executive Department during the quarter. The Budget Division shall transmit quarterly to the Board of Examiners the report and the analysis of the Budget Division regarding the report. The Budget Division submits the 1st Quarter Overtime Report and analysis for Fiscal Year 2021.

15. **Public Comment** (This public comment period is for any matter that is within the jurisdiction of the public body. 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.)

## 16. 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](mailto:daluzzi@finance.nv.gov). Supporting materials for this meeting are available posted on the Board of Examiner's website and by contacting Dale Ann Luzzi at (775) 684-0223 or by email at [daluzzi@finance.nv.gov](mailto:daluzzi@finance.nv.gov)

**Agenda Posted at the Following Locations:** Notice of this meeting was posted on the Internet:  
<http://budget.nv.gov/Meetings/Meetings-new/> and <https://notice.nv.gov>

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### MEETING MINUTES

**Date and Time:** November 10, 2020, 10:00 AM

**Location:** *Pursuant to the Governor's Emergency Directive 006, as extended, there will be no physical location for this meeting. This meeting can be viewed on YouTube. The link will not go live until 10:00 am*

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#### **MEMBERS PRESENT:**

Governor Steve Sisolak  
Secretary of State Barbara Cegavske – on the phone  
Attorney General Ford – on the phone

#### **STAFF PRESENT:**

Susan Brown, Clerk of the Board  
Dale Ann Luzzi, Board Secretary  
Rosalie Bordelove, Board Counsel

#### **OTHERS PRESENT (BY PHONE):**

Patricia Adkisson, Member of the Public

### **1. Call to Order / Roll Call**

**Governor:** I would like to call to order today's meeting of the State of Nevada Board of Examiners for Tuesday, November 10, 2020, to order. If I could ask for a roll call, please?

**Board Secretary:** Governor Sisolak.

**Governor:** Here.

**Board Secretary:** Secretary of State Cegavske.

**Secretary of State:** I'm here.

**Board Secretary:** Attorney General Ford.

**Attorney General:** I'm here as well.

**Board Secretary:** Let the record reflect we have a quorum.

**Governor:** Thank you. We do have a quorum.

- 2. Public Comment** (The first public comment is limited to comments on items on the agenda. 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).

**Governor:** The second item is *Public Comment*. This is the time for public comment. Anyone wishing to address the Board on any item on today's agenda, items on the agenda, please step forward and identify yourself for the record. Comments will be limited to three minutes.

I see we have no one in Las Vegas. There is no one in the room in Carson City except our incredible staff. Is anybody on the phone?

**Public Comment:** Patricia Adkisson (Attachment A and B)

**Governor:** Thank you very much for your comments. Do we have anyone else wishing to speak during public comment? That concludes public comment.

- 3. Approval of the October 13, 2020 Minutes** (For possible action)

**Governor:** Item 3, *Approval of the October 13, 2020 Minutes*.

**Secretary of State:** There were some recommendations from my staff and I think that your staff took all of them into consideration so, thank you. Move for approval.

**Governor:** We have a motion from Secretary Cegavske. Is there any discussion on the motion? All in favor, signify by saying aye. Are any opposed? The motion passes.

- 4. Authorization for an Emergency Contract with a Current and/or a Former State Employee** (For possible action)

**Department of Employment, Training and Rehabilitation**

Pursuant to NRS 333.705, subsection 4, the Department seeks a favorable recommendation regarding the Department's determination to use the emergency provision to contract with former employee Taci Lawson to perform administrative duties through Master Service Agreement #18404 between the Department of Administration, Purchasing Division and HAT Limited Partnership, dba Manpower.

Pursuant to NRS 333.705, subsection 4, the Department seeks a favorable recommendation regarding the Department's determination to use the emergency provision to contract with former employee Maria Connie Morales to perform administrative duties through Master Service Agreement #18404 between the Department of Administration, Purchasing Division and HAT Limited Partnership, dba Manpower.

Pursuant to NRS 333.705, subsection 4, the Department seeks a favorable recommendation regarding the Department's determination to use the emergency provision to contract with former employee Renee Weiland to perform administrative duties through Master Service Agreement #18404 between the Department of Administration, Purchasing Division and HAT Limited Partnership, dba Manpower.

**Governor:** Item 4, *Authorization for an Emergency Contract with a Current and/or Former State Employee*.

**Clerk of the Board:** Item 4 contains three items from the Department of Employment, Training and Rehabilitation seeking favorable recommendation from the Board on their use of the emergency provisions to contract with three former employees. The Department contracted through Manpower with all three of these employees from October 5, 2020 to February 5, 2021. The former employees all retired within the last 24 months, which is requiring this action item on the agenda today. Are there any questions related to this item?

**Governor:** Do we have any questions on item 4? Is there a motion?

**Attorney General:** I'll move approval.

**Governor:** We have a motion on the floor for approval. Is there any discussion on the motion? All in favor, signify by saying aye. Are any opposed? The motion passes unanimously.

**5. Approval of Proposed State Administration Manual (SAM) Changes (For possible action)**

Pursuant to NRS 353.040, the Governor's Finance Office – Budget Division requests modifications to the policies and procedures of the State Board of Examiners adopted and collected in the following sections of the State Administrative Manual.

SAM Section 1300 – State Vehicles

SAM Section 1400 – Fleet Services Division

**Governor:** Item number 5, *Approval of Proposed State Administration Manual Changes*.

**Clerk of the Board:** Item number 5 is a request for approval to revise the State Administrative Manual, Section 1300, State Vehicles and Section 1400, Fleet Services Division. This request was put forward by the Department of Administration, Fleet Services Division as a result of a Legislative Counsel Bureau audit. The reason for these changes is to strengthen controls on agency usage of monthly rentals. The proposed change to Section 1400 is intended to clearly establish the roles and responsibilities of both Fleet Services and the using agencies. These changes also provide enforcement authority for Fleet services to improve compliance with required tracking and necessary maintenance. Additionally, Section 1300 is clarified to establish that it contains policies that pertain to all State vehicles, while SAM 1400 pertains to Fleet Services vehicles. Are there any questions on this item?

**Governor:** Do we have any questions on this item?

**Attorney General:** None here.

**Governor:** Do we have a motion?

**Attorney General:** Move approval.

**Governor:** We have a motion for approval on item number 5. Is there any discussion on the motion? All in favor, signify by saying aye. Are any opposed? The motion passes.

**6. Request for Approval of Payment for the Statutory Contingency Account (For possible action)**

Pursuant to NRS 41.950 and NRS 41.970, the Governor's Finance Office requests the Board of Examiners to approve a payment of \$2,850,000 from the Statutory Contingency Account, to Cathy Woods representing compensation for her wrongful conviction.

**Governor:** Item number 6, *Request for Approval of Payment for the Statutory Contingency Account*.

**Clerk of the Board:** Item number 6 includes one request for compensation for wrongful conviction from the Statutory Contingency Account. The 2019 Legislature approved Assembly Bill 267 which provides compensation and other properly related matters to certain persons who were wrongfully convicted. The legislation requires a court to enter a Certification of Innocence and determine the proper amount of the award. On October 9, 2020 a Certificate of Innocence and an order granting monetary relief were granted to Ms. Cathy Woods by the Second Judicial Court. Pursuant to NRS 41.950 the amount of the award is \$2,850,000. The current balance in the account is approximately \$5.5 million. If this item is approved, the remaining amount would be approximately \$2.7 million. Are there any questions on this item?

**Governor:** Do we have any questions on this item? This is a result of the last session.

**Secretary of State:** This is Barbara Cegavske. The only thing that I would ask is, I'm just concerned about not having enough money remaining in the fund for these large amounts that are granted. So, that's my only concern about all of this.

**Governor:** No, that's a good point. General Ford, do you know how many more are pending?

**Attorney General:** Yes, sir. I don't know exactly how many are pending but I can say this, the calculation was made during the legislative session and my recollection is the intent was, to have in the Statutory Contingency Account, a sufficient amount to take us through a certain number of these and I think we are fine for now. Maybe next legislative session, if other exonerations come to light, then we may have to revisit this but I do believe, and I shouldn't speak on behalf of GFO or other finance-related folks but I do believe we are in a good place right now to be able to pay future claims that are coming out of this, based on the claims that were outstanding.

**Governor:** Alright. Susan.

**Clerk of the Board:** Just for the Board's information, we worked closely with the Attorney General's Office and went to the Interim Finance Contingency Fund to replenish this account for any of these items that were expected to be paid out through the end of the legislative session and we will have a request to replenish this account based on what we know during the legislative session for future claims. We believe that we have enough to get us through the end of the legislative session at this point unless something else comes up that we weren't expecting.

**Secretary of State:** My concern is that we're in a real pickle with our budget the way it is right now and if you're putting a bill requesting more money, that has me concerned as well. I just wanted it on the record that I am concerned about this money and just where are we getting it from?

**Clerk of the Board:** These funds come from the General Fund and when we replenish the Interim Finance Committee Contingency Account, the Statutory Contingency Account and the State Claims Account, that comes from savings that have been realized in prior fiscal years.

**Secretary of State:** I'll be watching. Alright. Thanks.

**Governor:** Alright. Do we have a motion on this item?

**Attorney General:** I'll move approval.

**Governor:** We have a motion for approval. Is there any discussion on that motion?

**Attorney General:** I just want to say, Mr. Governor, that this is yet another example of our State doing justice. It doesn't always manifest itself in the conviction. Sometimes it manifests itself in an exoneration. The State was wrong in this instance and I'm glad to see that we're able to offer some level of recompense to Ms. Woods for wrongful conviction and imprisonment.

**Governor:** Thank you, General Ford, and I agree. It can't get her the time back, the 20 years, but it can certainly help her a little bit in the starting of a new life, so glad we're able to do that.

Is there any further discussion on the motion? All in favor, signify by saying aye. Are any opposed? The motion passes unanimously.

## **7. Approval of Proposed Leases (For possible action)**

**Governor:** Item number 7, *Approval of Leases*.

**Clerk of the Board:** There are four leases on item 7 for approval by the Board today. Are there any questions on any of these items?

**Governor:** No, not from me but I want to again thank you for my briefings where all my questions are answered so we don't have any at this meeting. It's very helpful to me and I'm sure that the other Board Members feel the same way. Do we have any discussion on item number seven?

**Secretary of State:** No, but I want to echo what you said, Governor. Your staff is very, very, good at responding to us and we're appreciative.

**Governor:** Thank you. Do we have a motion?

**Attorney General:** Move approval.

**Governor:** We have a motion on the floor. Is there any discussion on the motion? All in favor, signify by saying aye. Are any opposed? The motion passes.

## **8. Approval of Proposed Contracts (For possible action)**

**Governor:** Item number 8, *Approval of Proposed Contracts*.

**Clerk of the Board:** There are 42 contracts in agenda item 8 for approval by the Board this morning. I would just note that Contract #7 with the Department of Veterans Services and Broadbent & Associates Inc. is contingent upon approval of an IFC work program; and the amount for contract #27, which is the Department of Public Safety, Fire Marshal's Office and TS Hazmat Consulting Services LLC, was missing from the agenda. That amount is \$627,028. Are there any questions on any of these items?

**Governor:** I do not have any. Does anybody have any questions on this?

**Attorney General:** None here.

**Governor:** Do we have a motion?

**Attorney General:** I move approval.

**Governor:** We have a motion on the floor. Is there any discussion on the motion? All in favor, signify by saying aye. Are any opposed? The motion passes.

## **9. Approval of Proposed Master Service Agreements (For possible action)**

**Governor:** Item number 9, *Approval of Proposed Master Service Agreements*.

**Clerk of the Board:** There are four Master Service Agreements in agenda item 9 for approval by the Board this morning. Are there any questions on any of these?

**Attorney General:** None here.

**Governor:** I have a question on MSA #2 with Allegiant Air. At one time, Barbara, you might remember this, I wasn't here, there was also a contract with Southwest Airlines. Do you recall that?

**Secretary of State:** Yes, I do, sir.

**Governor:** Was that stopped for a reason or did they not want to renew it or what?

**Secretary of State:** Well, unfortunately, we had people that weren't ethical in obtaining tickets for family members and friends and Southwest stopped doing that with us because of that activity and so that's why they stopped it. It wasn't anything other than we just had a problem. So, I'm hoping that people will understand that this is just for the elected people and I don't know if there's anything else in this statement that says anything else but I was happy to see that Allegiant Air went on because Southwest seems to be higher some days than others and so we've looked at both so, we're happy that they're both here and I hope that these agreements will go.

**Governor:** Susan.

**Clerk of the Board:** I would just like to clarify for the record that we do currently have a contract with Southwest Airlines. This is not an exclusive contract and we can now select either airline.

**Governor:** Okay, we have two now.

**Clerk of the Board:** That is correct.

**Governor:** Okay, great. Do we have a motion?

**Attorney General:** Move approval.

**Governor:** We have a motion for approval. Is there any discussion on the motion? All in favor, signify by saying aye. Are any opposed? The motion passes.

## **10. 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 September 22, 2020 through October 19, 2020.

**Governor:** Item number 10, *Clerk of the Board Contracts*, an information item.

**Clerk of the Board:** There are 49 contracts that were under the \$50,000 threshold that were approved by the Clerk between September 22, 2020 and October 19, 2020. Are there any questions on any of these items?

**Governor:** None from me. Do we have any questions on this one? Hearing none.

## **11. Public Comment (This public comment period is for any matter that is within the jurisdiction of the public body. 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).**

**Governor:** I'll move on to item number 11, *Public Comment*. This is the second time set aside for public comment. Anyone wishing to address the Board on any item, please step forward and identify yourself for the record. Comments will be limited to three minutes. Do we have anybody in Las Vegas or Carson City? Do we have anyone on the phone or any written comments? Seeing and hearing none.

## **12. Adjournment (For possible action)**

**Governor:** Do I have a motion to adjourn?

**Attorney General:** So, moved.

**Governor:** We have a motion on the floor. Is there any discussion? All in favor, signify by saying aye. We are adjourned. Thanks, everybody.

## **Attachment A**

**Patricia Adkisson:** I would like to read the following comments into the record as well as my written submission made to the board and submitted on Monday, November 9. Good morning, board members. My name is Patricia Adkisson and first I'd like to acknowledge this body's tireless efforts during these historical trials we face in our great state. I'm commenting today on two matters related to eminent lawsuits stemming from NDOC's circumvention of the law-lawful standards approved and [inaudible 00:04:39] by this body, acting as the Board of Prison Commissioners where the public's trust is at stake. Governor, I met you a few years ago in Centennial Hills at what we call the Butterfly Park. I believed then that you were sincere and were going to do good things. My family and friends are mostly Republicans but we rallied support and voted for both you and Attorney General Aaron Ford. We have followed your careers and believe that you will bring about good change. We've built-in bias in our government. It's sometimes hard to proceed but once noticed, action must be taken. One of the biggest problems that plague this effort is that it's nearly impossible to reach out to our elected officials. Governor, on October 8 I reported two unlawful actions by NDOC seizing inmate funds related to abuse of ARs. You ordered NDOC to immediately suspend their unlawful actions release. However, to this day, NDOC has failed to comply, to wholly comply, and refusing to restore the gift coupons and continuing to [inaudible 00:05:39] inmate's funds by increasing their savings from \$400 to \$550, relying on John Voreman's [ph 00:05:46] signature alone. The point of relevance is that the public needs better and more meaningful access to our elected officials. The public will be better served if the Board of Prison Commissioners would convene on a monthly basis and allow the public to create agenda items. In of view of Attorney General Opinion 96-24 dated February 14, 1997, regarding question number six, concludes joint meeting of the Board of Examiners and the Board of Prison Commissioners are permissible. This seems to be a clear path to a possible solution for regular oversight. Governor, it is in the best, it is in the public civic duty to tell you that we have identified abuse by the NDOC in the internal practice related to custody matters and they're costing the public approximately \$200 million a year. I am appealing to [inaudible 00:06:35] and the Attorney General Opinion related to NDOC's abuse of the inmate classification system. Please provide me some access to the appropriate officials for follow-up on this matter as I know this is not the correct forum. One last thing, Governor, is, is there a contact person, email or, uh, somebody at your office that I can speak to because the number that I have goes unanswered? Thank you for your time and my contact is included in, is included and I sit in anticipation waiting, uh, to hear from someone at your, your direction. Thank you again.

## **Attachment B**

Patricia Adkisson  
[citizens4participatoryjustice@gmail.com](mailto:citizens4participatoryjustice@gmail.com)  
702-5052861

November.8, 2020

### **Public comments implicating NDOC'S unlawful conduct and possible nonfeasance by the Board of Prison Commissioners and related possible nonfeasance related to the implicated budgetary cost, not acted on by the Board of Examiners**

Good morning esteemed members of the board, my name is Patricia Adkisson I reported NDOC's violation of certain Administrative Regulations budgetary and civil issues to this boards October.13, 2020 meeting, and the Board of Prison Commissioners meeting on October.8,2020. My comments today relate to the supervision and other duties of this board and the Board of Prison Commissioners, both having its roots in the Nevada Constitution Article 5 subsection 21.

The previous revelation that the director for NDOC and his subordinate, have unilaterally created and implemented Administrative Regulations without approval of the Board of Prison Commissioners and also unilaterally and affectively rendered other administrative regulations nugatory in their application, regarding classification and custody, has triggered great public concern and alarm, where this discovery implicates violations of both statutory and constitutional demeriting, as well as potential fiscal liability for our state directly related to matters concerning the Board of Examiners.

A further review has revealed a practice and custom by the director, that effectively abrogates the lawful standard approved by the Board of Prison Commissioners related to nearly all Administrative Regulations, as well as a portion of the Nevada Administrative Code, related to a cooperative agreement between NDOC and the Board of Parole Commissioners concerning a de facto NDOC Crime Severity Table without ratification by the Board of Prison commissioners and which threatens to effectively undermine the state's efforts related to Prison Reform in Assembly Bill 236.

Significantly, on November. 6, 1990, the Board of Prison Commissioners adopted AR-100. Under AR-100 the director and NDOC staff are responsible for proposing Administrative regulations to the board for approval. Once adopted by the board, a development of the AR is completed and cannot be lawfully altered through the unilateral addition or removal of any text by NDOC. Properly adopted AR's can only be modified through the revision process and then only after approval of the Board of Prison Commissioners. The threat to our state stems from the built-in bias and oppression tethered to the custom and practice by the director and officials at NDOC to unilaterally alter and therefore abrogate properly adopted Administrative Regulations, rendering the affected AR's completely nugatory in affecting substantial constitutional issues related to custody, parole consideration, health care, seizure of inmate funds, and the entire NDOC inmate grievance system.

The director and NDOC officials routinely alter properly adopted AR's concealing this unlawful act, by intentionally misrepresenting the affected AR by simply

retitling the AR as a **temporary AR** not yet considered by the board, in an effort to conceal the otherwise unlawful unilateral “revisions”. The need for regularly scheduled board of prison commissioner meetings has never been greater then at this critical time where the public trust hangs in the balance both as it relates to governmental worthiness, but also the tremendous budgetary demands of the NDOC, where otherwise the cost would be mitigated.

The policy of the Board of Prison Commissioners to rely on NDOC in order to generate the meeting schedule should not carry over to the current administration. Reliance in this way affectively saddled our governor with acts committed by NDOC officials and serves to conceal the bad act. A recent example where the Board of Prison Commissioners October.8, 2020 meeting notice and agenda, agenda item number 7 reveals that NDOC officials admittedly circumvented the lawful standards approved and Codified by the Board of Prison Commissioners, the result of this circumvention constitutes wrongful alteration and therefore a falsification of the true records of the Board of Prison Commissioners and a concealment of the true regulatory records from the public, equally alarming is the fact that the NDOC is removing, modifying, altering, and concealing the lawful standards as in AR-740, after the board approved the administrative law, not through revisions, and not through replacement of a newly developed **temporary** administrative regulation but rather through substituting department policy in place of lawful standards.

The sad truth in this matter is that the board has never known of the adulteration of the records when the board meets to consider the agenda developed by NDOC, and but for the public effort to report this bad act, related to AR258 on October. 8, 2020, through my presentation, it appeared that the board was intent to simply approve the claim by NDOC related to AR-258. Reliance in this way builds a significant potential for abuse. The very reason that NDOC is exempt from the Nevada Administrative Procedure Act NRS.233B. Is solely related to the fact that NDOC has absolutely No rule making authority. The Board of Prison Commissioners is charged with the rule making duties in order to provide all Administrative Regulations for the operation of the Department and the board. Additionally, as the board is a sovereign governing body and does not enjoy exempt status from the Nevada Administrative Procedures Act NRS.233 B. There exists some public confusion as to why the board has not followed the provisions of the Nevada Administrative Procedures Act, when acting to establish regulations. Although there is some discussion in the record indicating a belief that, because the board is the head of the Department, the exempt status is somehow applied to the board. The fact remains, that the board is not expressly identified in this way. The level of public concern is at historic levels related to governmental affairs, it would be in the best interest of all parties, if the governor would direct an Attorney General Opinion on this issue related to the boards status, concerning the Nevada Administrative Procedures Act and to establish a regular Board of Prison Commissioner schedule with consideration of agenda items identified by the public. Finally, it is in the public interest to provide a detailed report concerning the issues identified where the NDOC's conduct has abrogated the affected Administrative Regulations.

Thank you for your time,  
Patricia Adkisson

Steve Sisolak  
Governor




Susan Brown  
Director

Tiffany Greenameyer  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 13, 2020  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Richard Jacobs, 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 CONSERVATION & NATURAL RESOURCES –  
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION**

Agenda Item Write-up:

Pursuant to NRS 334.010, the department requests approval to purchase one replacement vehicle for a total cost not to exceed \$35,661.25.

Additional Information:

This request is to purchase one vehicle to replace current vehicles that comply with the Vehicle Replacement Policy of SAM 1316. The department plans to replace one 2013 Chevrolet Avalanche with a 2021 Ford F-150 crew cab short bed 4X4 truck for a total not to exceed \$35,661.25. The department received vehicle funding of \$41,655 in decision unit E-713 during the 2019 Legislative Session.

Statutory Authority:

NRS 334.010

REVIEWED: LS

ACTION ITEM: \_\_\_\_\_

DCNR - DEP MINING REGULATION/RECLAMATION  
101-3188

**E713 EQUIPMENT REPLACEMENT**

This request funds replacement of one vehicle in accordance with the State of Nevada's vehicle replacement policy.

	2017-2018 ACTUAL	2018-2019 WORK PROGRAM	2019-2020 LEGISLATIVE Y APPROVED	2020-2021 LEGISLATIVE Y APPROVED
<b>EXPENDITURES:</b>				
<b>CATEGORY 05 EQUIPMENT:</b>				
8310 PICK-UPS, VANS - NEW	0	0	0	41,655
This line item requests authority for a vehicle purchases based on vehicle year and or mileage per replacement schedule.				
<b>TOTAL FOR CATEGORY 05:</b>	0	0	0	41,655
<b>CATEGORY 86 RESERVE:</b>				
9178 RESERVE - BAL FWD TO SUBSEQUENT FY	0	0	0	-41,655
<b>TOTAL FOR CATEGORY 86:</b>	0	0	0	-41,655
<b>TOTAL EXPENDITURES:</b>	0	0	0	0



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

**STATE OF NEVADA**  
Department of Conservation & Natural Resources  
Steve Sisolak, *Governor*  
Bradley Crowell, *Director*  
Greg Lovato, *Administrator*

## MEMORANDUM

**TO:** Richard Jacobs  
**Date:** November 06, 2020  
**FROM:** Rebecca Bustos  
**SUBJECT:** Replacement Vehicle for Budget Account 3188

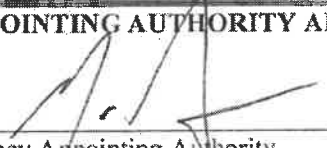
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Attached for your review and approval is a Board of Examiners Request for Approval to Purchase a State Vehicle form. The form has been reviewed and approved by the Divisions Administrator Greg Lovato.

The vehicle that is budgeted for replacement is a 2013 Chevrolet Avalanche with a current mileage of 127,785

The Bureau would like to replace that vehicle with Ford F150 Crew Cab with 4x4. This type of vehicle is necessary because the program staff travel to rural and remote areas for a variety of mine inspections.

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

<b>Agency Name:</b> DCNR/NDEP/BMRR	<b>Budget Account #:</b> 3188
<b>Contact Name:</b> Bethany Graeser	<b>Telephone Number:</b> 775-687-9399
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:	
<b>Number of vehicles requested:</b> <u>One</u> <b>Amount of the request:</b> <u>\$35,661.25</u>	
<b>Is the requested vehicle(s) new or used:</b> <u>New</u>	
<b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> 2021 FORD F150 Crew Cab	
<b>Mission of the requested vehicle(s):</b> To replace an older vehicle.	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E713 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>One</u> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> A vehicle with 4X4 is mandatory for the Mining Bureau staff to travel to remote areas, to inspect mine sites and exploration projects.	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b><u>Current Vehicle Information:</u></b> Vehicle #1 Model Year: 2013 Chevrolet-Avalanche Odometer Reading: 127785 as of 10/27/2020 Type of Vehicle: 4X4 Crew Cab  Vehicle #2 Model Year: N/A Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  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>	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
 _____ Agency Appointing Authority	Administrator _____ Title
_____ Date 10/29/2020	
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
_____ Board of Examiners	_____ Date

# Corwin | Ford Reno

3600 Kietzke Lane Reno, NV 89502 Office: 775.829.3206 FAX: 775.829.3364

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Commercial | Fleet Proposal

DATE: 10/21/2020

Proposal prepared for: NDEP

Prepared by: Fleet Manager Andy Ludel

Office: 775.829.3206

Fax: 775.829.3364

Quoted Vehicle(s): 2021 F150 CCAB

Quote ID:



Corwin Ford Reno - 3600 Kietzke Lane - Reno, NV		1.x A/B/C- 2021 - F150 - STD EXT CREW CAB, SHORTBED LONGBED	
BID #293WC-S460 - UPDATED 6/14/2020			
ANDY LUDEL - 775-429-3206 - Corwin Ford Reno - 3600 Kietzke Lane - Reno, NV			
		RENO / CARSON	LAS VEGAS / ELKO

Drive type / STD. Eng					
1.5A	4X2	V6	2021 FORD F-150 4X2	STANDARD CAB - SHORTBED	\$25,219
	4X4	V6	2021 FORD F-150 4X4	STANDARD CAB - SHORTBED	\$28,461
	4X2	V6	2021 FORD F-150 4X2	STANDARD CAB - LONGBED	\$27,814
	4X4	V6	2021 FORD F-150 4X4	STANDARD CAB - LONGBED	\$30,397
1.5B	4X2	V6	2021 FORD F-150 4X2	SUPER CAB - SHORTBED	\$28,367
	4X4	V6	2021 FORD F-150 4X4	SUPER CAB - SHORTBED	\$30,641
	4X2	V6	2021 FORD F-150 4X2	SUPER CAB - LONGBED	\$30,471
	4X4	V6	2021 FORD F-150 4X4	SUPER CAB - LONGBED	\$32,090
1.5C	4X2	V6	2021 FORD F-150 4X2	CREW CAB - SHORTBED	\$28,671
	4X4	V6	2021 FORD F-150 4X4	CREW CAB - SHORTBED	\$32,399
	4X2	V6	2021 FORD F-150 4X2	CREW CAB - LONGBED	\$32,371
	4X4	V6	2021 FORD F-150 4X4	CREW CAB - LONGBED	\$34,699

Vehicle Warranty: 3 YRS/36000 MILES

STANDARD EQUIPMENT INCLUDED	
INCLUDES: 101A POWER GROUP, POWER LOCKS, POWER WINDOWS, SYNC, CRUISE CONTROLL, WHITE EXTERIOR, CLOTH BLACK/MED DARK SLATE INTERIOR	
(When Applicable)	(When Applicable)
Corwin Ford Reno - 3600 Kietzke Lane - Reno, NV	
Additional Options ***If available	
BID #293WC-S460 *UPDATE 6/14/2020	1.x A/B/C- 2021 - F150 - STD EXT CREW CAB, SHORTBED LONGBED
Add Digital Key Fobs	\$350
Please contact Andy Luodel if you require an option not listed here	
Other:	5
*** SEE A FULL LIST OF OPTIONS AND PRICES BELOW ***	
Delivery charge for other than Reno or Las Vegas is a fee of \$450 per unit mile.	

**NDEP QUOTE**

**2021 F150 CREWCAB SHORTBED 4X4**

**ANTIMATTER BLUE/MED DARK SLATE CLOTH INTERIOR**

**INCLUDES POWERGROUP-TILT,CRUISE,REAR CAMERA,AM/FM RADIO W  
AUX N SYNC,2-KEY FOBS W REMOTES,POWER MIRRORS,TAILGATE LOCK**

**3.5 V-6 ECOBOOST**

**RUNNING BOARDS**

**EXT RANGE FUEL TANK**

**ELOCKING REAR DIFF**

**\$35632 PLUS \$29.25 TITLE FEE**

### Vehicle Order Information Form

<b>Vehicle Item No., Make, Model &amp; No.:</b>	1.5C, Ford F-150 - Crew Cab Short Bed		
<b>Dealer Name:</b>	Corwin Ford - Reno		
<b>Delivery Location:</b>	Carson City		
<b>Vehicle Colors:</b>	Exterior: Dark Blue	Interior: Black	Cloth seats Vinyl Floors
	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>BASE PRICE</b> (Reno, Carson City or Las Vegas delivery)	1	\$32,399	\$32,399
<b>SPECIFY OPTIONS: (description)</b>			
Crew Cab Short Bed	1		
3.5 liter EcoBoost Engine	1		
Running Boards	1		
Extended Range Fuel Tank	1		
Electronic Locking Rear Differential	1		
<u><b>Total for Options</b></u>	1	\$3,233	

<b>DELIVERY COST:</b> (If other than Reno\Carson or Las Vegas)	—	—	—
<b>Total purchase price with options</b>	<b>1</b>	<b>\$35,632</b>	<b>\$35,632</b>
<b>DMV Title and DRS Fee's</b>	<b>1</b>	<b>\$29.25</b>	<b>\$29.25</b>
<b>GRAND TOTAL:</b>			<b>\$35,661.25</b>

<b>Registered Owner:</b>	<b>Agency Name &amp; Address:</b> <b>State of Nevada</b> <b>Department of Conservation &amp; Natural Resources</b> <b>Division of Environmental Protection</b> <b>Bureau of Mining Regulation and Reclamation</b> <b>901 S. Stewart Street, Ste 4001</b> <b>Carson City, NV 89701-5249</b>
<b>Legal Owner:</b>	<b>Agency Name &amp; Address:</b> <b>State of Nevada</b> <b>Department of Conservation &amp; Natural Resources</b> <b>Division of Environmental Protection</b> <b>Bureau of Mining Regulation and Reclamation</b> <b>901 S. Stewart Street, Ste 4001</b> <b>Carson City, NV 89701-5249</b>
<b>County Vehicle Based In:</b>	<b>Carson City</b>
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	<b>Bethany Graeser 775-687-9399</b> <b>or</b> <b>Shawn Gooch 775-750-8325</b>

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: October 29, 2020

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

From: Aaron Frantz, Executive Branch Budget Officer  
Budget Division

A handwritten signature in blue ink, likely belonging to Aaron Frantz.

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.

**NEVADA DEPARTMENT OF VETERANS SERVICES**

Agenda Item Write-up:


Pursuant to NRS 334.010, the Department requests approval to purchase a new vehicle not to exceed \$43,402.

Additional Information:

The Department received vehicle funding of \$41,402 in decision unit E-714 during the 2019 Legislative Session to purchase one new vehicle to transport residents of the Southern Nevada Veterans Home to medical appointments and outings. The additional \$1,558 will be funded with savings from the purchase of food carts in decision unit E711.

Statutory Authority:

NRS 334.010

REVIEWED: 
ACTION ITEM: _____

STEVE SISOLAK  
Governor



STATE OF NEVADA  
**NEVADA DEPARTMENT OF VETERANS  
SERVICES**

6630 S. McCarran Blvd., Bldg C – Suite 204  
Reno, Nevada 89509  
(775) 688-1653 • Fax (775) 688-1656

**October 29, 2020**

**To: Aaron Frantz, Executive Branch Budget Officer I  
Governor's Finance Office – Budget Division**

**From: Kurt Green, CFO  
Nevada Department of Veterans Services**

**Subject: Request to Purchase Replacement Vehicle**

Pursuant to NRS 334.010, NDVS is requesting to purchase one replacement vehicle for the Southern Nevada State Veterans Home approved in decision unit E714, for the amount of \$41,844. The vehicle is a van used to transport residents to medical appointments and outings.

This request replaces a 2003 Ford Paratransit van license# EX45304 with 151,285 miles, meeting both the age and mileage requirements of SAM 1316, with a 2019 Dodge Caravan for a total cost of \$43,402. The additional amount of \$1,558 will be funded through savings on the purchase of food carts approved in decision unit E711.

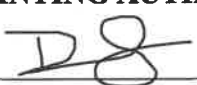
Should you have any questions or require any additional information, please do not hesitate to contact me.



**Kurt Green, Chief  
Financial Officer**  
Nevada Department  
of Veterans Services  
work: (775)825-9751  
[www.veterans.nv.gov](http://www.veterans.nv.gov)  
"Serving Nevada's  
Heroes"

*"Serving Nevada's Heroes"*

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

<b>Agency Name:</b> Nevada Department of Veterans Services	<b>Budget Account #:</b> 2561
<b>Contact Name:</b> Dan Chamizo	<b>Telephone Number:</b> 702-332-6708
<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><b>Number of vehicles requested:</b> <u>1</u>      <b>Amount of the request:</b> <u>\$43,402</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> <u>Mini-Van</u></p> <p><b>Mission of the requested vehicle(s):</b> This vehicle transports wheelchair bound veterans to medical appointments and social outings.</p>	
<b>Were funds legislatively approved for the request?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E714 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b> <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)	
<b>Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain.</b>  Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2003 Odometer Reading: 151,285 Type of Vehicle: Ford Paratransit EX45304  <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:  <hr/> <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced.    Yes   <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<b>APPOINTING AUTHORITY APPROVAL:</b>  <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;">       ASO III        _____        Title     </div> <div style="text-align: center;">       8/6/2020        _____        Date     </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Approved for Purchase         <input type="checkbox"/> Not Approved for Purchase       </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">         _____          Board of Examiners       </div> <div style="width: 45%;">         _____          Date       </div> </div>	

### 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.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2019 Dodge Caravan 5 Passenger		
<b>Dealer Name:</b>	RO Bus Sales		
<b>Delivery Location:</b>	100 Veterans Memorial Dr. Boulder City, NV. 89005		
<b>Vehicle Colors:</b>	Exterior: White	Interior: Gray	× Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 41,555.00	\$ 41,555.00
SPECIFY OPTIONS: (description)			\$
2019 Increase (encompasses all options)	1	\$ 1,347.00	
Side Entry Ramp		\$ 0.00	
Removable front seat		\$ 0.00	
Back up alarm		\$ 0.00	
Interlock system with tie down securements		\$ 0.00	
Emergency release cable		\$ 0.00	
Flip seats		\$ 0.00	
Safety package (fire extinguisher, belt cutter, first aid kit)		\$ 0.00	
DOC Fee	1	\$ 470.75	\$ 470.75
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$0.00	\$ 0.00
Total purchase price with options			\$43,372.75
DMV Title and DRS Fee's		\$29.25	\$29.25
<b>GRAND TOTAL:</b>			<b>\$43,402.00</b>

<b>Registered Owner:</b>	Agency Name & Address: Nevada Dept. of Veteran Services 100 Veterans Memorial Dr. Boulder City, NV. 89005
<b>Legal Owner:</b>	Agency Name & Address: Nevada Dept. of Veteran Services 100 Veterans Memorial Dr. Boulder City, NV. 89005
<b>County Vehicle Based In:</b>	Clark
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	Miguel Avecilla or Bob Robinson 702-332-6784

Equipment Schedule

Date: 8/10/20 1:00 PM

Budget Period: 2019-2021 Biennium (FY20-21)

Budget Account: 2561 NDVS - SOUTHERN NEVADA VETERANS HOME ACCOUNT

Version: L01 LEGISLATIVELY APPROVED

Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Yr 2 Count	Yr 2 Rate	Yr 2 Total	Actual	Projected	Total	Difference
E724	05	8271	NIGHT STANDS	15	38.00	570.00		570.00	570.00	-
E712	05	8271	JANITOR CARTS	3	299.00	897.00	551.83		551.83	345.17
E711	05	8271	UTILITY SERVING CARTS	3	300.00	900.00		901.23	901.23	(1.23)
E711	05	8271	SANDWICH GRILL	1	960.00	960.00		504.96	504.96	455.04
E712	05	8271	FLATBED CARTS	1	1,000.00	1,000.00		1,000.00	1,000.00	-
E712	05	8271	THERMAL PRINTER	1	1,821.00	1,821.00		1,821.00	1,821.00	-
E712	05	8271	WALKIE-TALKIES	10	249.00	2,490.00		2,113.26	2,113.26	376.74
E721	05	8271	WIRELESS MEASURING SYSTEM	1	2,599.00	2,599.00		2,599.00	2,599.00	-
E712	05	8271	HEAT SEAL MACHINE	2	1,446.00	2,892.00		2,892.00	2,892.00	-
E724	05	8271	SIDE CHAIRS	14	230.00	3,220.00		3,220.00	3,220.00	-
E722	05	8271	HOLDING & TRANSPORT CABINETS	1	3,680.00	3,680.00		3,680.00	3,680.00	-
E721	05	8271	STANDING LIFT	1	3,899.00	3,899.00		3,040.00	3,040.00	859.00
E711	05	8271	SILVERWARE	1	4,990.00	4,990.00	1,955.10	1,944.00	3,899.10	1,090.90
E721	05	8271	VITAL MACHINES	3	2,000.00	6,000.00	7,919.34		7,919.34	(1,919.34)
E724	05	8270	TRANSPORT WHEELCHAIRS	2	3,625.00	7,250.00		4,981.00	4,981.00	2,269.00
E721	05	8271	ARIO STYLE SHOWER CHAIR	1	7,665.00	7,665.00		6,643.60	6,643.60	1,021.40
E714	05	8270	SPECIALTY WHEELCHAIRS	15	600.00	9,000.00		-	-	9,000.00
E713	05	8271	PASSENGER GOLF CART	1	9,995.00	9,995.00	8,873.20		8,873.20	1,121.80
E714	05	8360	TVS	25	497.00	12,425.00		12,807.64	12,807.64	(382.64)
E714	05	8360	MINI-VAN WHEELCHAIR PASSENGER EQUIPPED	1	41,884.00	41,884.00		43,402.00	43,402.00	(1,518.00)
E711	05	8270	FOOD CARTS	3	15,562.00	46,686.00	35,849.16		35,849.16	10,836.84
						170,823.00	55,148.63	92,119.69	147,268.92	23,554.68



# R O Bus Sales

2701 Westwood Drive

Las Vegas, NV 89109

Phone/Fax: 702-798-0029 702-798-0559

## Retail Buyer's Order & Invoice

Date: 10/28/2020

Sales Mgr. Joe Machin

Sales Person:

Stock #: TBD

Vin No. TBD

NAME Southern Nevada State Veterans Home

Address: 100 Veterans Memorial dr

City/ST/Zip: Boulder city Nv 89005

Phone: 702-332-6708

Delivered to: Daniel Chamizo

Address:

City/ST/Zip:

Phone:

## Vehicle Specifications and Major Components Sold:

Type	Year	Manufacturer	Model	Description	Amount
van	2019	DODGE	CARAVAN SE	5 passenger	41,555.00
					-
					-
					-
					-

2019 DODGE GRAND CARAVAN5 PASSENGER W/2 WHEEL CHAIR POSITIONS, SIDE ENTRY RAMP WITH 30 IN WIDTH. REMOVABLE FRONT PASSENGER SEAT,ALTRO FLOOR, BACK UP ALARM,INTERLOCK SYSTEM,2 Q STRIANT 8100 SERIES SECURMENT SYSTEM, 2 SEAT BELT EXTENSIONS WITH SHOULDER HARNESS,REAR EMERGENCY RELEASE STRAP , SAFETY PACKAGE.. BELT CUTTER,FIRE EXTNGUISHER AND FIRST AID KIT

**NOTE: BRAUN HAD OVER 300 2019 CHASSIS AVAILABLE BEFORE THE PANDEMIC, THE FACTORY CLOSED FOR 3 MONTHS. AS OF TODAY BRAUN HAS 90 CHASSIS LEFT. THE MILEAGE SHOULD BE LESS THAN 100 MILES THESE ARE THE LAST BATCH BEFORE BRAUN CHANGES TO THE 2020 VOYAGER L**

Sales Price: \$ 41,555.00

Freight - subject to change INCLUDED

Mobility Rebate N/A

2019 INCREASE \$1,347.00

Subtotal \$42,902.00

Subtotal \$42,902.00

DMV Title \$29.25

Doc Fee \$470.75

Sales Tax 8.375% EXEMPT

Down Payment Each Bus

☐ RO Limited Warranty (30 Days)  
(Check Box)

☒ XX Factory Certified Warranty  
(Check Box)

☐ As Is, No Warranty  
(Check Box)

**5% Deposit non-refundable**

**Balance Due \$43,402.00**

**Make Check Payable to: R O Bus Sales**

It is agreed and understood that no warranties of any kind or character, either expressed or implied are made by you of and concerning the vehicle to be delivered to me, other than the usual dealer's warranties if any. In the event of increase in price by manufacturer before delivery I agree to pay the difference in price. No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sale contract in writing executed by the undersigned buyer, as purchaser thereunder.

This order is not valid unless signed and accepted by dealer and approved by responsible Finance Company as to deferred balance.

This offer shall be void in event of war, strikes, conditions preventing delivery by the manufacturer or other conditions beyond the control of the Company. At the option of the company, in event of the happening of any said events, the terms and conditions of

The undersign purchaser hereby offers to purchase from R O Bus Sales the vehicle(s) listed above under the terms specified. this sale shall be readjusted. I expressly ordered the accessories installed on this vehicle.

Southern Nevada State Veterans Home

## DISCLAIMER OF WARRANTIES

The Seller, RO BUS SALES, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Merchantability of Fitness For A Particular Purpose, and RO BUS SALES Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In

Purchaser's Signature

By: RO Bus Sales

Date

Purchaser Name

Joe Machin

Sales Manager Name

Date

THE SIGNER OF THE ABOVE AGREEMENT MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE PURCHASING ENTITY AND OR INDIVIDUAL

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 16, 2020

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

From: Darlene Baughn, Executive Branch Budget Officer  
Governor's Finance Office

DB

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.

**STATE CONTROLLER'S OFFICE**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 4, the State Controller's Office seeks a favorable recommendation regarding the Department's determination to use the emergency provision to contract with former employee Brenda Laird to perform Comprehensive Annual Financial Report (CAFR) duties through Master Service Agreement #18405 between State Controller's Office and Marathon Staffing Group, Inc.

Additional Information:

Ms. Laird retired from the State Controller's Office as CAFR Lead on November 6, 2020. Her skills and experience are needed to assist the Controller's Office CAFR section to complete the State's CAFR timely and accurately starting November 16, 2020 through March 12, 2021.

Statutory Authority:

NRS 333.705 (4)

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



**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

November 12, 2020

**MEMORANDUM**

**To:** Shauna Tilley  
**From:** Annette Morfin, Purchasing Officer  
**Subject:** CETS Contract 18405 – Marathon Staffing Group Inc.  
RFP 3296 – Temporary Employment Services

Please find attached a copy of the "Authorization to Contract with a Former Employee" for Brenda Laird who Marathon wants to hire. She is collecting PERS.

This is an emergency hire, since it did not make the November BOE. This needs to go to the December BOE for approval.

If you have any questions, please contact me at 684-0185 or [amorfin@admin.nv.gov](mailto:amorfin@admin.nv.gov)

**CATHERINE BYRNE, CPA**  
*Controller*

**STATE OF NEVADA**

**LORI HOOVER, CPA**  
*Chief Deputy Controller*



**OFFICE OF THE  
STATE CONTROLLER**

Date: November 10, 2020  
To: Annette Morfin, Purchasing Office, Purchasing Division  
From: Catherine Byrne, State Controller  
Re: Emergency Former Employee Contract – Ms. Laird

Due to retirements and transfers, the CAFR Accountant section in the Controller's Office has lost over 28 years of experience year to date, including 23 years of CAFR Lead experience. In order to ensure the State's Comprehensive Annual Financial Report (CAFR) is completed timely and accurately, it is imperative that the Controller's Office brings back the former CAFR lead, who was in this position since 2007 through November 6, 2020. The CAFR, as part of the Single Audit, can affect the grants that the State receives. In addition, the CAFR can affect the State's bond rating.

The Controller's Office is requesting to bring Ms. Brenda Laird, former CAFR lead, back as a contractor under Marathon Staffing starting November 16, 2020 through March 12, 2021 to assist the Controller's Office CAFR section to complete the State's CAFR timely and accurately. Ms. Laird retired from State service on November 6, 2020.



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

**Authorization to Contract with a Former Employee**

Employee Information				
Former Employee Name:	Brenda Laird			
Former Employee ID Number:	11767			
Former Job Title:	CAFR 2			
Former Employee Agency:	060			
Former Class and Grade:	Class:	43	Grade:	10
Former Employment Dates:	From:	10/23/1995	To:	11/6/2020
Requesting Agency:	State Controller's Office			
Vendor:	Marathon Staffing			

Please mark which of the following applies and complete Sections 'A' through 'M' below:	
<b>X</b>	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
	Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services.
<b>A</b>	<p><b>Summarize scope of contract work.</b></p> <p>The former employee will assist the CAFR 2 Accountant with preparing the more complex portions of the State's Comprehensive Annual Financial Report (CAFR) in addition to assisting the CAFR 2 Accountant in reviewing CAFR 1 Accountants' workpapers.</p> <p>The CAFR comprises government-wide financial statements and individual financial statements for approximately 100 funds, budgetary statements, introductory section, management's discussion and analysis, notes to the financial statements, required supplementary information, and the statistical section; analyze and report calculation and allocation of pooled cash and investments, unrealized gains/losses, securities lending, accrued interest, and compensated absences for Generally Accepted Accounting Principles (GAAP) and GASB reporting requirements. The CAFR is a required component of the federally required Single Audit, which is a condition for the State to receive approximately \$6 billion in federal funds each year. The type of audit opinion issued on the financial statements also affects the State's credit and bond ratings, and currently the State has nearly \$3 billion in bonds outstanding.</p>
<b>B</b>	<b>Document former job description.</b>

	As the only lead CAFR Accountant, the former employee prepared the more complex portions of the State's CAFR, in addition to reviewing most of the CAFR 1 Accountants' workpapers. The former employee trained new CAFR 1 Accountants and also trained current CAFR 1 Accountants when assigned new sections of the CAFR. The former employee reviewed and researched new regulations issued by the CAFR's regulatory body – Governmental Accounting Standards Board (GASB) to determine the impact of the regulations on the CAFR. Evaluations of the CAFR section staff were completed by the former employee.
<b>C</b>	<p><b>Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a timeframe for the transfer?</b></p> <p>The former employee has been the only lead CAFR 2 Accountant in the CAFR section since 2007. A replacement has been hired for the CAFR 2 Accountant and the former employee will assist with transfer knowledge and workload. The timeframe of sufficient transfer knowledge is unknown at this time as this section will have 2 CAFR 1's and 1 Accountant 3 position vacant, mostly due to required FY21 budget reductions. Until those positions are replaced and trained, it will be difficult for the newly promoted CAFR 2 Accountant to be adequately trained.</p>
<b>D</b>	<p><b>Explain why existing State employees within your agency cannot perform this function.</b></p> <p>Due to additional workload from COVID-19 and the CARES Act and the required vacancies within in the CAFR section, it was not possible for the one lead CAFR 2 Accountant to share the 23 years of experience with other CAFR accountants before the CAFR 2 retirement date.</p>
<b>E</b>	<p><b>Document if the individual overseeing or establishing the contract is related to the contractor. If so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</b></p> <p>The Chief Deputy Controller will oversee the contract for the former employee. There is no relationship between the Chief Deputy and the former employee.</p>
<b>F</b>	<p><b>List contractors' hourly rate.</b></p> <p>The contractor's rate is \$75 per hour plus administrative fee of \$17.7 (.236) per hour for a total of \$92.70.</p>
<b>G</b>	<p><b>List the range of comparable State employee rates.</b></p> <p>The former employee's rate was \$45 per hour.</p>
<b>H</b>	<p><b>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</b></p> <p>The former employee has been the only lead CAFR 2 Accountant for the Controller's Office since 2007. She has invaluable experience and knowledge that cannot be obtained elsewhere. The Controller's Office currently has funding to for the former employee to work 24 hours a week from November 16, 2020 through March 12, 2021.</p>
<b>I</b>	<p><b>Document justification for hiring contractor.</b></p> <p>Within the past two years, experienced CAFR1 Accountants have retired or taken promotions in other agencies and some positions have been left vacant due to budget cuts, leaving a skeleton crew without depth of knowledge to prepare the CAFR. Of the one CAFR 2 position, seven CAFR 1 Accountant positions and one Accountant 3 position, there will be only three CAFR 1 Accountants with more than one season of CAFR preparation. The most predictable consequences of being short staffed and lack of depth for experience and knowledge is that the CAFR cannot be prepared timely, and the likelihood of significant audit findings that could result in a modified opinion are greatly increased. A modified opinion increases the State's risk as an auditee and has a negative impact on bond ratings.</p>
<b>J</b>	<p><b>Will the employee be collecting PERS at any time during the contract?</b></p> <p>The former employee has retired from State service and will be collecting PERS during the entire time of this contract.</p>
<b>K</b>	<p><b>What is the duration of the contract with the former employee? (Include start and end date)</b></p> <p>The contract dates are November 16, 2020 through March 12, 2021.</p>
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b>

	The former employee will work up to 24 hours per week as a part-time basis.
<b>M</b>	<b>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</b>
	The former employee is not serving on any State Boards or Commissions.

<b>Comments – Provide any additional comments:</b>

**Approval for Authorization to Contract with a Former Employee:**

*Lori Hoover*

11/12/2020

Signature of Agency Head Authorizing Request

Date

*Kevin D. Doty*

11/12/2020

Purchasing Administrator Signature (if a Statewide Contract)

Date

*Markem L. Baugh*

11/16/20

Budget Analyst Signature

Date

Clerk of the Board of Examiners Signature

Date

Steve Sisolak  
Governor

Susan Brown  
Director



Tiffany Greenameyer  
Deputy Director

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

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Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 10, 2020

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

From: Bridgette Mackey-Garrison, Executive 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, is written over the "From:" line.

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF TRANSPORTATION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Transportation (NDOT) requests authority for HDR, Inc. to engage Troy Martin to be the Lead Structural Engineer on their team for the preliminary engineering on Phase 2 of the Reno Spaghetti Bowl Project.

Additional Information:

On June 22, 2020, NDOT issued Request for Proposal (RFP) 219-20-015 to engage service providers to perform professional engineering services for Phase 2 of the Reno Spaghetti Bowl Project. The Department intends to award the Agreement to HDR, Inc. as the sole qualified firm to the RFP. HDR will be providing preliminary engineering services for the reconstruction of I-80 from east of the Reno Spaghetti Bowl to East McCarran Boulevard, including developing preferred structural design alternative(s) for the replacement of bridge H-866 E/W over the Nugget Casino. Mr. Martin is a qualified structural engineer whose experience will benefit the Project.

The development of the RFP was conducted solely by the Project Management Division and Mr. Martin has had no influence or authority over the consultant procurement for this Preliminary Engineering Services Agreement.

Mr. Martin retired from the Department of Transportation on June 1, 2020 as the Assistant Chief Bridge Design. Mr. Martin is very qualified and familiar with bridge design and HDR Engineering has numerous bridge design project across the United States and Mr. Martin will support our firm in these projects.

Mr. Martin will be utilized full time for the duration of the Agreement.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: <u>    <i>SL</i>    </u>
ACTION ITEM: _____

Steve Sisolak  
Governor



Deonne E. Contine  
Director

Kevin D. Doty  
Acting 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

## Authorization to Contract with a Former Employee

### Employee Information

**Former Employee Name:** Troy Martin  
**Former Employee ID Number:**  
**Former Job Title:** Assistant Chief Bridge Design  
**Former Employee Agency:** Nevada Department of Transportation  
**Former Class and Grade:**  
**Former Employment Dates:** August 1995 through June 1, 2020  
**Contracting Agency:** HDR Incorporated, Engineering Company

### Please check which of the following applies:

- ☐ Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.
- ☒ Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps a-l below.
- a. Summarize scope of contract work.**

Acting as a Structures lead in an HDR NDOT project.

**b. Document former job description.**

Assistant Chief Structures Engineer. Supervised numerous staff with in NDOT Structures Division; Supported Chief Structures Engineer with: budgeting, Project Decisions, meetings, staff assignments, AASHTO Conferences, National Bridge conferences.

**c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?**

Yes, the former employee has specialized knowledge of the agencies operations. Also, Troy is very familiar with bridge design and HDR Engineering has numerous bridge design project across the United States and Troy will support our firm in these projects.

**d. Explain why existing State employees within your agency cannot perform this function.**

Manpower shortage due to the increasing size of the NDOT work program and they are in a hiring freeze due to COVID-19.

- e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.**

N/A – no relationship exists.

- f. List contractor's hourly rate.**

\$92.00

- g. List the range of comparable State employee rates.**

- h. Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?**

This rate will allow the project manager to work on the agreement and complete other responsibilities required of a Project Manager/Structures Lead that will not be charged to this agreement that need to be accounted for in the pay rate. Also, Mr. Martin will be working on HDR assignments through-out the United States.

- i. Document justification for hiring contractor.**

Limited quantity of staff available, familiarity with the problem that needs to be repaired, consultant has expertise that the state does not.

- j. Will the employee be collecting PERS at any time during the contract?**

Yes.

- k. What is the duration of the contract with the former employee? (include start and end date)**

My assumption is that this agreement will last 2 years, maybe 3 if construction support is included.

- l. Will the former employee be working FT/PT? If PT how many hours**

Full time.

**Comments:**

DocuSigned by:

*Kristina Swallow*

11/02/2020

**Contracting Agency Head's Signature and Date**

*[Signature]*

**Budget Analyst Signature and Date**

*11/18/20*

**Clerk of the Board of Examiners Signature and Date**



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## **MEMORANDUM**

**October 29, 2020**

**To: State of Nevada Board of Examiners**  
**From: Kristina L. Swallow, Director**  
**Subject: Authorization to Contract with a Former Employee – Troy Martin**

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### **SUMMARY**

Pursuant to the Administrative Manual Section 0323, the Nevada Department of Transportation (NDOT) requests the authority to contract with retired state employee, Mr. Troy Martin. Mr. Martin retired from state service in June of 2020. He is now employed by HDR, Inc., who is proposing to utilize Mr. Martin as the Lead Structural Engineer for the Preliminary Engineering of Phase 2 of the Reno Spaghetti Bowl Project.

### **BACKGROUND**

On June 22, 2020, NDOT issued Request for Proposal (RFP) 219-20-015 to engage service providers to perform professional engineering services for Phase 2 of the Reno Spaghetti Bowl Project. The Department intends to award the Agreement to HDR, Inc. as the sole qualified firm to the RFP. HDR will be providing preliminary engineering services for the reconstruction of I-80 from east of the Reno Spaghetti Bowl to East McCarran Boulevard, including developing preferred structural design alternative(s) for the replacement of bridge H-866 E/W over the Nugget Casino. HDR has proposed to utilize Troy Martin as the Lead Structural Engineer on their team. Troy Martin is a qualified structural engineer whose experience will benefit the Project.

The development of the RFP was conducted solely by the Project Management Division. Mr. Martin has had no influence or authority over the consultant procurement for this Preliminary Engineering Services Agreement.

### **RECOMMENDATION**

We respectfully request your consideration for approval for HDR, Inc. to engage Troy Martin to be the Lead Structural Engineer on their team for the preliminary engineering on Phase 2 of the Reno Spaghetti Bowl Project.

## **Attachment A Scope of Services**

### **PROJECT LOCATION AND PURPOSE**

The Reno Spaghetti Bowl (RSB) Phase 2 Project is located just east of the Interstate 80/Interstate 580 System to System Interchange within Washoe County, Nevada. The area of the project is from approximately IR080 MP14.9 – MP17.0; east of the I-80/I-580/US 395 Interchange (Spaghetti Bowl) to East McCarran Boulevard.

The Project consists of reconstructing I-80 from just east of the Spaghetti Bowl to East McCarran Boulevard, replacing I-80 Bridge H-8666 E/W over the Nugget Casino, constructing a new interchange at Kietzke Lane, reconstructing the Rock Boulevard and Pyramid Way Interchanges, and potentially various ramp improvements in and around the Reno Spaghetti Bowl Interchange. These capacity improvements will improve operations and safety of the Interstate 80/Interstate 580 System to System Interchange and accommodate the increased travel demands of Washoe County.

### **GENERAL DESCRIPTION OF SERVICES**

The work included in the Scope of Services consists of providing preliminary design and engineering for roadway, drainage, and structural elements of the proposed Project, in addition to performing other tasks, documentation, and outreach necessary for the Project execution. The Scope of Services for this Project includes, but may not be limited to, the following:

- Project management documentation, coordination, workshops, and services based on DEPARTMENT's and Federal Highway Administration's (FHWA) Major Project Management Guidelines
- Project scoping
- Preliminary design/engineering services for Phase 2 of the Reno Spaghetti Bowl EIS/ROD preferred alternative
- Plan preparation
- Subsurface utility exploration (SUE) and utility coordination
- Public relations, outreach, and meetings
- Preliminary right-of-way services and support
- I-80 Bridge H-8666 E/W structures feasibility study and preliminary type selection
- Preliminary constructability reviews, preliminary phasing, and Maintenance of Traffic (MOT) options
- Geotechnical investigation
- Traffic analysis

The SERVICE PROVIDER must understand and comply with all DEPARTMENT standards, policies, and procedures; federal and Nevada state laws and regulations; FHWA's Major Projects requirements; and local and regulatory agency requirements that are applicable and govern the procurement and design of the project.

The SERVICE PROVIDER shall obtain, review, and make use of available project data and information including, but not limited to, plans, cost estimates, environmental documents, technical studies, advance planning studies, agreements, and other project information provided by the DEPARTMENT.

### **DESIGN CRITERIA**

The SERVICE PROVIDER shall follow all DEPARTMENT standards as well as federal, state, and locally adopted and accepted criteria for the Project. Applicable standards for this Project are located on the Department website and are contained in the most recent version of the following documents:

- NDOT Standard Plans for Road and Bridge Construction
- NDOT Standard Specifications for Road and Bridge Construction
- NDOT Drainage Manual
- NDOT Storm Water Quality Manuals Planning and Design Guide
- AASHTO A Policy on Geometric Design of Highways and Streets

- AASHTO Roadside Design Guide
- NDOT Project Management Guidelines
- NDOT Structures Manual
- NDOT Right of Way Manual
- AASHTO LRFD Bridge Design Specifications

## **PROJECT MANAGEMENT**

The SERVICE PROVIDER shall manage and coordinate the Project development activities with the DEPARTMENT, other agencies, property owners, local and federal agencies, and the major commercial interests within the vicinity of the Project. The SERVICE PROVIDER shall coordinate with the DEPARTMENT Project Manager and manage the SERVICE PROVIDER team to complete the Project within schedule. Project management tasks, activities, and deliverables may include, but are not limited to, the following:

- Stakeholder outreach
- Risk management and Cost Risk Assessment Workshop
- Value Engineering Workshop and report
- Project Management Plan
- Scheduling
- Coordination and documentation
- Monthly accounting and progress reporting
- Kick-off meeting
- Attend monthly and miscellaneous meetings and provide meeting minutes
- Quality Assurance/ Quality Control (QA/ QC)
- Benefit/Cost analysis
- Assist the DEPARTMENT in development of the Project Delivery Selection Approach (PDSA)

## **PRELIMINARY DESIGN AND ENGINEERING**

The SERVICE PROVIDER will develop and prepare thirty percent (30%) level plans, cost estimates, and necessary engineering reports. The SERVICE PROVIDER shall comply with all requirements referenced in the approved environmental documents and technical studies, advance planning studies, agreements, and other project information provided by the DEPARTMENT. Preliminary design engineering tasks, activities, and deliverables may include, but are not limited to, the following:

- Field reviews and data collection
- Project scoping
- Preliminary drainage
- Preliminary geotechnical
- Review of existing studies and reports
- Prepare thirty percent (30%) design plans and final geometrics
- Cost estimates with basis of estimate (prepared in accordance with the DEPARTMENT's Risk Management and Risk based Cost Estimation Guidelines)
- Preliminary construction phasing
- Traffic analysis

## **PRELIMINARY RIGHT-OF-WAY SERVICES**

The SERVICE PROVIDER will provide the following right-of-way services and acquisition activities for the Project's property owners in accordance with the DEPARTMENT's Right-of-Way Manual:

- Right-of-way survey services
- Identification of potentially impacted parcels
- Preliminary right-of-way acquisitions and relocation estimates

## **RIGHT-OF-WAY UTILITIES**

The SERVICE PROVIDER will obtain existing utility information, conduct SUE, perform utility analysis, and determine impacts within the project limits. Should potholing be required to accomplish these tasks, the SERVICE PROVIDER shall be required to contract with a DEPARTMENT approved SUE service provider. The right-of-way utilities tasks, activities, and deliverables may include, but are not limited to, the following:

- Field review, data collection, and obtaining existing utility information
- Perform quality level A, B, C, & D SUE
- Conduct utility evaluation and prepare Utility Impact Memo and Matrix
- Task management and utility coordination
- Identify any right-of-way impacts due to the relocation of the utilities
- Prior Rights Exhibit- A report identifying the prior rights on all impacted utilities
- Right-of-way survey and support

## **STRUCTURES**

The SERVICE PROVIDER will conduct and provide a Feasibility Study that will be the basis for the Bridge Type Selection Report for the replacement of I-80 Bridge H-8666 E/W over the Nugget Casino. This study and the identified structure designs may include, but are not limited to, the following:

- Short and long-term impacts associated with each structure type and design to the Nugget Casino
- Construction impact analysis including demolition, staging, MOT and closures, duration, etc.
- Risks, issues, and challenges associated with each structure type
- Estimates for each structure including design and construction costs, potential right-of-way costs of impacting the Nugget Casino, etc.

This feasibility study will serve as a basis for a preliminary bridge type selection for the Project and will be used to help facilitate the final type selection report during final design and/or procurement.

## **GEOTECHNICAL**

Field investigation consists of, but is not limited to, drill hole borings, obtaining soil samples, and conducting field and laboratory testing. Selection of laboratory tests will be based primarily on Project needs, actual soil conditions encountered during drilling activities, and samples recovered from borings.

The SERVICE PROVIDER responsibilities include a preliminary geotechnical study consisting of, but not limited to, the following: description of site conditions; description of field work; discussion of findings, conclusions, and construction recommendations; and recommendations for foundations, walls, and miscellaneous structures that are associated with the drilling exploration. Boring logs with location map and laboratory testing results should be included in the study.

Steve Sisolak  
Governor

Susan Brown  
Director



Tiffany Greenameyer  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 10, 2020

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

From: Bridgette Mackey-Garrison, Executive 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.

**DEPARTMENT OF TRANSPORTATION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Nevada Department of Transportation (NDOT) requests authority for Atkins North America, Inc. (Atkins) to engage Mr. L. Ron Dietrich to be a Project Manager who will provide right-of-way support services including professional advice for condemnation coordination, and training for the Department.

Additional Information:

In August of 2018, the Department entered into Service Agreement No. P247-18-030 with Atkins which covers numerous right-of-way support services. Task Order No. 1 has since been directed to Atkins to provide right-of-way administrative support services for the Department. The Department's Right-of-Way Division is responsible for the acquisition of property, and property rights, and when negotiations with owners break down, condemnation proceedings must be filed in order to meet deadlines and avoid the loss of Federal-aid project funding.

Condemnation coordination is a highly specialized field involving a wide range of duties, which includes furnishing liaison assistance between the Office of the Attorney General Transportation Division (OAG) and the Department's multiple Divisions and consultants.


Mr. Dietrich retired from state service on December 15, 2019 and was employed by the Department for 27 years and held the position of Condemnation Coordinator for 17 years. His professional advice on right-of-way projects and/or situations will be of great benefit to the Department.

At no time during his State service, nor during retirement from State service, did Mr. Dietrich have influence or authority over the contract between the Department and Atkins.

Mr. Dietrich will be utilized part time and hours to be determined on an as-needed basis for the duration of the Agreement which expires on June 30, 2022.

Statutory Authority:

NRS 333.705 (1)

REVIEWED:	
ACTION ITEM:	_____



**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

//

## Authorization to Contract with a Former Employee

Employee Information				
<b>Former Employee Name:</b>	L. Ron Dietrich			
<b>Former Employee ID Number:</b>	102797			
<b>Former Job Title:</b>	Deputy Chief Right-of-Way Agent			
<b>Former Employee Agency:</b>	Nevada Department of Transportation			
<b>Former Class and Grade:</b>	<b>Class:</b>	7.404	<b>Grade:</b>	43
<b>Former Employment Dates:</b>	<b>From:</b>	9/28/1990	<b>To:</b>	12/1/2019
<b>Requesting Agency:</b>	Nevada Department of Transportation			
<b>Vendor:</b>	Atkins North America, Inc.			

**Please mark which of the following applies and complete Sections 'A' through 'M' below:**

	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.
<b>X</b>	Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services.
<b>A</b>	<p><b>Summarize scope of contract work.</b></p> <p>Provide guidance and assistance with modifying the Right-of-Way Manual for compliance with state, federal laws and other programmatic factors, as needed.</p> <p>Upon request: Provide advice on federal and state law changes affecting the right-of-way program and other NDOT Divisions. Provide professional advice on special right-of-way projects and/or situations. Assist with the development of policy and/or procedure. Assist with the development or revision of class specifications for RW Division personnel.</p> <p>Identify training opportunities and develop training modules for RW Division and LPA staff, as needed.</p>
<b>B</b>	<p><b>Document former job description.</b></p> <p>Provide direction to, and review the performance of, subordinate managers and supervisors in the daily administration of right-of-way programs throughout the State including appraisal, acquisition and negotiation, to include the recommendation of administrative settlements, condemnation, property management, relocation assistance, engineering and utility/railroad relocation to ensure continuity, consistency and compliance with policies, procedures, laws and regulations.</p> <p>Recommend recruitment activities and appointments to new or vacant positions, and recommend performance appraisals, promotions, and disciplinary actions.</p>

	<p>Review and approve payment vouchers for right-of-way property purchases, property management expenses, relocation assistance payments, consultant contract fees and utility and/or railroad relocation expenses. Provide information to the Transportation Board of Directors, legislative committees, local agencies and the public. Oversee disposal of surplus property actions and make other presentations to the State Transportation Board of Directors as required.</p> <p>Sign all right-of-way and utility certifications to pertinent authorities prior to bid advertisements for highway construction projects.</p> <p>Prepare budget recommendations for the division including capital expenditures, equipment and training; approve and/or recommend approval of expenditures related to the program.</p> <p>Coordinate the operations of division sections conducting administrative services and right-of-way control including establishing and recommending division policies and procedures and determining priorities.</p> <p>When necessary and required, act on behalf of the Chief, Right-of-Way Agent.</p>
<b>C</b>	<p><b>Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a timeframe for the transfer?</b></p> <p>Yes. No.</p>
<b>D</b>	<p><b>Explain why existing State employees within your agency cannot perform this function.</b></p> <p>Mr. Dietrich has many years of experience and knowledge that are very difficult to find in the right-of-way profession. Much of his uncommon knowledge and experience is directly related to NDOT and Nevada State laws which is even more difficult to find. No one currently in the RW Division has the knowledge and experience Mr. Dietrich possesses.</p>
<b>E</b>	<p><b>Document if the individual overseeing or establishing the contract is related to the contractor. If so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</b></p> <p>There is no relationship.</p>
<b>F</b>	<p><b>List contractors' hourly rate.</b></p> <p>\$170.00</p>
<b>G</b>	<p><b>List the range of comparable State employee rates.</b></p> <p>There are none. The highest classified hourly rate schedule is \$92.31 for a pay grade 55 step 10. State pay rates reflect only direct salary rates which accounts for much of the disparity between state pay rates and private industry fixed rates of pay.</p>
<b>H</b>	<p><b>Justify contract rate if it exceeds the maximum employee/employer rate for a comparable State position by more than 10 percent (10%). Additionally, has the contract term been limited as a result?</b></p> <p>The State of Nevada hourly rates fall below industry standard. Mr. Dietrich's pay rate above is reflective of his experience and knowledge in the in the private industry right-of-way profession. The rate above also includes direct salary, indirect, fixed fee and other indirect costs.</p>
<b>I</b>	<p><b>Document justification for hiring contractor.</b></p> <p>The RW Division occasionally needs to hire a contractor to perform right-of-way services to keep up with Department project demands. The best talent in the right-of-way profession often come from independent contractors offering much higher rates of pay than government agencies.</p>
<b>J</b>	<p><b>Will the employee be collecting PERS at any time during the contract?</b></p> <p>Yes.</p>
<b>K</b>	<p><b>What is the duration of the contract with the former employee? (Include start and end date)</b></p> <p>The Master Agreement was executed on 08/13/18 and expires on 06/30/2022. Task Order No. 1 was issued to Atkins North America, Inc. on 6/17/2019. The Task Order has been in place and Mr. Dietrich's knowledge and experience is being requested by the Division. The work being requested fits within the scope of the existing task order and the rate of pay works out to a Project Manager per the Master Agreement also attached to the task order.</p>
<b>L</b>	<p><b>Will the former employee be working full time or part time? If part time, how many hours?</b></p>


	Part time. Hours to be determined on an as-needed basis.
<b>M</b>	<b>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</b>
	No.

<b>Comments – Provide any additional comments:</b>

**Approval for Authorization to Contract with a Former Employee:**

DocuSigned by:	
	11/03/2020
Signature of Agency Head Authorizing Request	Date

Purchasing Administrator Signature (if a Statewide Contract)	Date
--	------

	11/18/20
Budget Analyst Signature	Date

Clerk of the Board of Examiners Signature	Date
---	------



1263 South Stewart Street  
Carson City, Nevada 89712  
Phone: (775) 888-7440  
Fax: (775) 888-7201

## **MEMORANDUM**

**October 22, 2020**

**To: State of Nevada Board of Examiners**  
**From: Kristina Swallow, P.E., Director**  
**Subject: Authorization to Contract with a Former Employee - L. Ron Dietrich**

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### **SUMMARY**

Pursuant to the State Administrative Manual section 0323, the Nevada Department of Transportation (Department) requests the authority to contract with a retired state employee. Mr. L. Ron Dietrich retired from state service on December 15, 2019 and was subsequently hired by Atkins North America, Inc. (Atkins) to serve as a Project Manager. The Department has an immediate need for right-of-way support services consisting of professional advice for condemnation coordination, and for training. Atkins is currently under contract with the Department to provide right-of-way support services and is proposing to augment its staff with Mr. Dietrich, who has an extensive background in appraisal, acquisition and condemnation.

### **BACKGROUND**

In August of 2018, the Department entered into Service Agreement No. P247-18-030 with Atkins which covers numerous right-of-way support services. Task Order No. 1 has since been directed to Atkins to provide right-of-way administrative support services for the Department. The Department's Right-of-Way Division is responsible for the acquisition of property, and property rights, and when negotiations with owners break down, condemnation proceedings must be filed in order to meet deadlines and avoid the loss of Federal-aid project funding.

Condemnation coordination is a highly specialized field involving a wide range of duties, which includes furnishing liaison assistance between the Office of the Attorney General Transportation Division (OAG) and the Department's multiple Divisions and consultants. Mr. Dietrich was employed by the Department for 27 years and held the position of Condemnation Coordinator for 17 years. His professional advice on right-of-way projects and/or situations will be of great benefit to the Department. At no time during his State service, nor during retirement from State service, did Mr. Dietrich have influence or authority over the contract between the Department and Atkins.

### **RECOMMENDATION**

We respectfully request your consideration for approval to allow the addition of Mr. L. Ron Dietrich to serve as a Project Manager for Atkins, who will provide right-of-way support services including professional advice for condemnation coordination, and training for the Department.

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 18, 2020  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Richard Jacobs, Executive Branch Budget Officer *RJ*  
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 CONSERVATION & NATURAL RESOURCES –  
DIVISION OF FORESTRY**

Agenda Item Write-up:

Pursuant to NRS 353.268, the Department on behalf of the Board of Examiners requests the Board's recommendation to the Interim Finance Committee (IFC) for an allocation of \$2,463,625 from the IFC Contingency Account to cover emergency response expenses within the Forest Fire Suppression account.

Additional Information:

This request will cover known actual and projected expenses for fire, flood, and other natural resource emergencies for fiscal year 2021. This request is intended to cover the Division of Forestry's costs in the Forest Fire Suppression account (budget account 4196) through the end of fiscal year 2021. As the division continues to collect revenue and receive additional fire bills, a revised and/or subsequent IFC Contingency Fund request may be necessary to continue payments through the end of the fiscal year.

Statutory Authority:  
NRS 353.268

REVIEWED: LA  
ACTION ITEM: \_\_\_\_\_

BRADLEY CROWELL, Director  
Department of Conservation  
And Natural Resources

STEVE SISOLAK  
Governor

KACEY KC  
State Forester Firewarden




STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
**NEVADA DIVISION OF FORESTRY**  
2478 Fairview Drive  
Carson City, Nevada 89701  
Phone (775) 684-2500 Fax (775) 684-2570

November 18, 2020

**MEMORANDUM**

To: Susan Brown, Director  
Governor's Finance Office

Through: Richard Jacobs  
Executive Branch Budget Officer

From: Bradley Crowell, Director   
Department of Conservation and Natural Resources

Subject: IFC Contingency Fund Request of \$2,463,625 – B/A 4196, Work Program C53523

The Nevada Division of Forestry (NDF) is requesting an allocation from the Interim Finance Committee (IFC) Contingency Fund to cover emergency response expenses within the NDF Forest Fire Suppression account (B/A 4196). NDF is requesting \$2,463,625 to pay actual invoices previously received and ready for payment, as well as projected expenses through Fiscal Year 2021.

The Executive and Legislative branches of government have recognized the unpredictability of costs associated with emergency response activities, including wildland fire, flooding, and other natural resource emergencies. The Division, in collaboration with the United States Forest Service, Bureau of Land Management, State and Local cooperators, continues to work through the adjudication process for fire bills created during the previous extreme fire seasons.

This request will cover known actual and projected expenses for fire, flood, and other natural resource emergencies for State Fiscal Year 2021. This request is intended to cover the Division's costs in the Forest Fire Suppression account (B/A 4196) through the end of fiscal year 2021. As the agency continues to collect revenue and receives additional fire bills, a revised and/or subsequent IFC Contingency Fund request may be necessary to continue payments through the end of the fiscal year.

cc: Kacey KC, State Forester Firewarden, DCNR, NDF  
Dara Ludi, ASOIII, DCNR, NDF

# State of Nevada Work Program

WP Number: C53523

FY 2021

☐ 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
11/18/20	101	706	4196	DCNR - FORESTRY - FIRE SUPPRESSION

Funds Available							
Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	2,463,625	1,352,387	3,816,012
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		2,463,625		3,816,012
Total Budgetary & Revenue GLs					2,463,625		

## Expenditures

CAT	Amount	CAT	Amount
01	152,763		
10	2,310,862		
Sub Total Category Expenditures		2,463,625	

## Remarks

This work program requests an allocation from the Interim Finance Committee (IFC) Contingency Fund to cover current year fire expenses and places corresponding expenditure authority in the Fire Suppression category.

Total Budgetary General Ledgers and Category Expenditures (AP)

2,463,625

kwiliam

Authorized Signature

11/18/20

Date

Controller's Office Approval

Does not require Interim Finance approval since Pursuant to NRS 353.286 request for IFC contingency funds.

### Cash Flow Summary

	CASH	Authority Shift Only	AB543 Remaining	IFC Contingency
Cat 00 Revenue Supplemental		WP C53443	WP C53177	WP C53523
RGL 3576 FMAG FEMA Grant Reimbursement	-	-	-	-
RGL 4201 Fire Equipment Only Revenue	-	-	-	-
RGL 4203 Prior FY Incident Revenue	-	-	-	-
RGL 4219 Current FY Revenue	-	-	-	-
RGL 4351 NDOW Fuel Reimbursement	-	-	-	-
RGL 4654 Trans From InterIm Finance	-	-	-	-
4670 Transfer from Health Division	-	-	728,492	2,463,625
RGL 4746 Trans From Emergency Management	-	-	-	-
<b>Revenue Total</b>		-	<b>728,492</b>	<b>2,463,625</b>
CAT 01 Personnel Costs	697,724	-	-	152,763
CAT 10 Current FY Incident Costs				
Payables	2,126,929			
Travel	10,874			
Inmate Payroll	39,615			
Helicopter	97,361			
NDOC	184,839			
Fire Replacement	36,080			
Total to be Paid in Cat 10	2,495,697	1,082,041	728,492	2,310,862
Cat 15 Incident Business Unit transfer payroll				
Cat 18 Transfer Vehicle Repairs	364,104	-	-	-
Cat 19 FEMA Fire Assistance Grants	425,000	-	-	-
Cat 82 Prior year claims	-	-	-	-
Cat 84 Reserve IBU	-	(1,082,041)	-	-
Cat 85 Reserve Fleet	461,749	-	-	-
Cat 87 Purchasing Assessment	425,000	-	-	-
Cat 88 Cost Allocation	15,038	-	-	-
	16,781	-	-	-
<b>Expense Total</b>	<b>4,901,092</b>	-	<b>728,492</b>	<b>2,463,625</b>
Less Current Realized Funding	(1,043,559)	-	-	-
Less Expected Revenue through June (Projected Cash)	(665,416)	-	-	-
<b>Total Cash Need</b>	<b>3,192,117</b>			

\* Projections through June calculated based on FY20 actuals for same time period

**Information accurate as of 11/18/2020**

## Work Program &amp; FY21 Projection Summary

Work Program & FY21 Projection Summary									
RGL	REVENUE	OBLIGATED	PROJECTED	TOTAL	AUTHORITY	DIFFERENCE/DEFICIT	WP C53443	WP C53177	WP C53523
42	APPROPRIATIONS	3,488,359.00	-	3,488,359	3,488,359	-			
47	BEGINNING CASH	873,767.00	-	873,767	873,767	-			
3576	FMAF FEMA GRANT REIMBURSEMENT	79,796.26	-	79,796	562,623	482,827			
4201	FIRE EQUIPMENT ONLY REVENUE	102,504.27	225,617	328,121	647,928	319,807			
4203	PRIOR FY INCIDENT REVENUE	829,917.98	417,221	1,247,139	1,777,688	530,549			
4219	CURRENT FY INCIDENT REVENUE	-	9,153	9,153	1,306,121	1,296,968			
4351	NDOW FUEL REIMBURSEMENT	-	7,098	7,098	7,098	-		728492	2463625
4654	TRANS FROM INTERIM FINANCE	1,352,387.00	-	1,352,387	1,352,387	-			
4670	Transfer from Health Division	-	-	-	21,017	21,017			
4746	TRANS FROM EMERGENCY MGMT	-	6,328	6,328	-	(6,328)			
		6,726,731.51	665,416	7,392,148	10,036,988	2,644,840	0	728492	2463625
CAT	EXPENSES	1,584,550.41	697,724	2,282,274	2,129,511	(152,763)			152763
01	PERSONNEL COSTS	3,627,522.99	2,495,697	6,123,220	3,632,274	(2,490,946)	1082041	728492	2310862
10	CURRENT FY INCIDENT COSTS	63,501.93	364,104	427,606	427,606	-			
15	INCIDENT BUSINESS STAFF	-	425,000	425,000	425,000	-			
18	VEHICLE REPAIR COSTS	-	-	-	49,594	-			
19	FMAF FEMA GRANT COSTS	396,990.66	-	396,991	2,443,829	49,594	(1082041)		
82	PRIOR FY INCIDENT COSTS	-	461,749	461,749	461,749	-			
84	RESERVE CAT 15	-	425,000	425,000	425,000	-			
85	RESERVE CAT 18	5,012.75	15,038	20,051	20,051	-			
87	PURCHASING ASSESSMENT	5,593.50	16,781	22,374	22,374	-			
88	COST ALLOCATION	5,683,172.24	4,901,092	10,584,264	10,036,988	(547,276)	0	728492	2463625
							Authority Shift Only =		IFC Contingency
							Realized Fundings less		Funds Requested to
							Remaining CAF #0		request projected
							Authority as of	Cash and Auth	from AB543
							11/6/20		shortfalls

## RECEIVABLES

INCIDENT #	NAME	START DATE	# IN IFS	ON HOLD IFS	AMOUNT	PAID/ NOTES	ANTICIPATED PAYMENT RECEIVED	3576	4201	4203	4219	4746	Totals	Notes
4200212	Winter	10/24/2019	BLM04200212	2/6/2020	10,799.80	BLM			3,825.00		6,974.80		10,799.80	
4200067	Pinenut	7/23/2019	CA-BLM04200067	11/6/2019	5,432.78	BLM			3,255.00		2,177.78		5,432.78	
4180124	Prater	8/6/2017	CALF4180124	2/6/2020	32,569.68	SPKX				32,569.68			32,569.68	
4200062	Midas	7/22/2019	BLM04200062	7/22/2019	27,975.34								27,975.34	
4200006	Chimney 2	7/1/2019	BLM04200006	9/18/2020	5,812.26				7,024.50				20,950.84	
4200110	Petersen	8/4/2019	BLM04200110	9/18/2020	21,092.03				3,517.14				2,295.12	
4200113	Green Springs	8/7/2019	BLM04200133	9/18/2020	148,317.79				9,554.49				11,537.54	
4190247	Mt. Rose	6/20/2019	DEM04190247	8/28/2019	6,327.89	DEM			15,235.40				66,042.41	
4200168	Cherry	9/2/2019			294,997.68				98,938.57			6,327.89	6,327.89	
4200182	Hungry	9/9/2019			152,367.95				76,309.21				294,997.68	
4200170	China	9/4/2019			2,511.10				556.88				152,367.95	
4200171	Jacks	9/4/2019			17,153.77				7,400.38				2,511.10	
										9,753.39			17,153.77	
4200211		10/23/2019												Documentation just received.
Kincadee					955,066.46				121,366.69				955,066.46	Not Expected to be received in FY21
Estimated receivable SFY21					1,680,424.53									
Total FY21 expected revenue					225,616.57	417,221.05	9,152.58	6,327.89	1,613,384.55					
									658,318.09					

Steve Sisolak  
Governor



Susan Brown  
Director


Tiffany Greenameyer  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 14, 2020

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

From: Tiffany Greenameyer, Deputy Director   
Governor's Finance Office

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.

**BOARD OF EXAMINERS – STALE CLAIMS ACCOUNT**

Agenda Item Write-up:

Pursuant to NRS 353.268, the Governor's Finance Office on behalf of the Board of Examiners requests the Board's recommendation to the Interim Finance Committee (IFC) for an allocation of \$500,000 from the IFC Contingency Account to replenish the Stale Claims account through June 30, 2021.

Statutory Authority:

NRS 353.268

REVIEWED: 

ACTION ITEM: \_\_\_\_\_

# State of Nevada Work Program

WP Number: C53484

FY 2021

☐ 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
11/14/20	101	930	4888	ADMIN BOE/STALE CLAIMS-Non-Exec

## Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
			4654	TRANSFER FROM INTERIM FINANCE	500,000	0	500,000
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		500,000		500,000
Total Budgetary & Revenue GLs					500,000		

## Expenditures

CAT	Amount	CAT	Amount
10	500,000		
Sub Total Category Expenditures			500,000

## Remarks

The purpose of this work program is to request allocation of IFC Contingency Funds to replenish the Stale Claims account through June 30, 2021.

Total Budgetary General Ledgers and Category Expenditures (AP)

500,000

Authorized Signature

Date

Controller's Office Approval

Does not require Interim Finance approval since IFC Contingency Request

**BA 4888 Stale Claims Account**  
**NRS 353.097**  
**FY 2021 (as of November 14, 2020)**

Beginning Cash	538,806.00	
Transfer from Interim Finance	-	
Appropriations	-	
<b>Total Revenue</b>		<b>\$ 538,806.00</b>

Paid Claims:

Post Conviction Claims	(71,012.90)	
Transfer to Military Department	(617.88)	
DHHS -Aging Services	(9,325.89)	
DHHS-Health Division	(1,485.00)	
DHHS-Rural Clinics	(1,352.50)	
DHHS-NO Nev Mental Health	(3,750.24)	
DHHS- SO Nev Mental Health	(23,145.00)	
DHHS-LV Childrens Behavioral Services	(27,342.92)	
DHHS Welfare Division	(3,782.00)	
Dept. of Administration	(550.90)	
Dept. of Corrections	(50,786.29)	
DHHS-Youth Service Division	(977.22)	
DHHS-Child and Family Services	(2,221.32)	
Supreme Court	(201.84)	
Dept. of Education	(21,881.62)	
Judiciary	(7,770.00)	
Admin Director	(140.72)	
Veterans Affairs	(167.04)	
DETR-NERC	(2,430.47)	
DCNR-Forestry	(1,006.54)	
Public Safety - Parole & Probation	(187.81)	
<b>Total Payments</b>	<b>(230,136.10)</b>	
<b>Account Balance</b>		<b>\$ 308,669.90</b>

Claims Pending BOE Approval

	0.00	
	0.00	
Submitted for Payment	0.00	
<b>Account Balance</b>		<b>\$ 308,669.90</b>

Projected Outstanding Claims :

Department of Education	(372,907)	
Department of Correction	(3,658)	
Department of Health and Human Services	(53,621)	
Projected Claims through June 30, 2021	(378,484)	
	0	
	0	
<b>Total Pending Claims</b>	<b>(808,670)</b>	
<b>Estimated Account Balance - Including all Claims</b>		<b>-500,000</b>

**Work Program Request: \$ 500,000.00**

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 18, 2020  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Darlene Baughn, Executive Branch Budget Officer  
Governor's Finance Office, Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

A handwritten signature in blue ink, reading "Darlene Baughn".

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

**DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION –  
EMPLOYMENT SECURITY SPECIAL FUND**

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:

The Department has been ordered to pay the fees for professional services and administrative costs related to the work performed by the Special Master related to court case CV20-00755. The Department requests approval to pay the Interim Order Awarding Special Master's Fees and Costs in the amount of \$42,507.27.

Additional Information

The Second District Court of The State of Nevada in and for the County of Washoe appointed a Special Master on July 7, 2020 to respond to a dispute concerning public interest – unemployment compensation to eligible unemployed Nevadans. The Court notes that both parties have similar goals: to pay eligible claimants. The Court finds this factor neutral and then considers whether the parties have the resources to pay for the services of the Special Master. The Court finds the weight of the responsibility for the litigation rests on the State's shoulders. The Court finds an allocation of the entirety of the Special Master's fees for the second billing cycle should be the responsibility of the State.

Statutory Authority:  
Article 5, Section 21 of the Nevada Constitution

<b>REVIEWED:</b> <u>CB</u>
<b>ACTION ITEM:</b> _____

OFFICE OF THE DIRECTOR

Financial Management



STEVE SISOLAK  
Governor

KATHLEEN DESOCIO  
Chief Financial Officer

## MEMORANDUM

**DATE:** November 18, 2020

**TO:** Susan Brown, Director  
Governor's Finance Office

**FROM:** Elisa Cafferata, Director

**CC:** Darlene Baughn, Exec Budget Officer, Governor's Finance Office  
Troy Jordan, Esq., Senior Legal Counsel

**SUBJECT:** Request to be placed on Board of Examiners Agenda

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On behalf of the Department of Employment, Training and Rehabilitation (DETR), I respectfully request to be placed on the agenda for the December meeting of the Board of Examiners an order for payment in the case number CV20-00755 in the Second Judicial District Court of the State of Nevada in the amount of \$42,507.27. Please find the attached order for payment. Should you have any questions, please do not hesitate to contact me.

Thank you for your consideration of this request.

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

AMETHYST PAYNE, IRIS PODESTA-  
MIRELES, ANTHONY NAPOLITANO,  
ISAAH PAVIA-CRUZ, VICTORIA  
WAKED, CHARLES PLOSKI, DARIUSH  
NAIMI, TABITHA ASARE, SCOTT  
HOWARD, RALPH WYNCOOPON,  
ELAINA ABING, and WILLIAM  
TURNLEY behalf of themselves and all  
others similarly situated,

Case No. CV20-00755

Dept. No. 8

**ORDER AFTER  
OCTOBER 20, 2020 HEARING**

Plaintiffs-Petitioners,

vs.

STATE OF NEVADA ex rel NEVADA  
DEPARTMENT OF EMPLOYMENT,  
TRAINING AND REHABILITATION  
(DETR), HEATHER KORBULIC in her  
official capacity only as Nevada Director of  
Employment, Training and Rehabilitation,  
DENNIS PEREA, in his official capacity as  
Deputy Director of DETR, and KIMBERLY  
GAA, in her official capacity only as the  
Administrator for the Employment Security  
Division (ESD); and DOES 1-100,  
inclusive,

Defendants-Respondents.

**ORDER AFTER OCTOBER 20, 2020, HEARING**

This matter came before the Court for a status hearing on October 20, 2020. Plaintiffs-Petitioners were represented by Mark R. Thierman and Leah L. Jones of Thierman Buck, LLP and Defendants-Respondents were represented by the Attorney General's Office of the State of Nevada, Greg D. Ott and Robert Whitney. At this hearing, the Court made the following rulings:

1. The *August 2020 Memorandum of Fees and Costs of Special Master*, filed September 4, 2020, by Special Master Jason D. Guinasso, Esq, shall be paid by the State of Nevada on or before December 31, 2020, in the amount of forty-two thousand five hundred seven dollars and twenty-seven cents. (\$42,507.27). The Court adopts its analysis from the prior order as to the Special Master's first application for fees;
2. A hearing to address the *Plaintiffs'-Petitioners' Second Motion for Contempt*, filed on August 19, 2020, is scheduled to commence December 3, 2020, at 9:00 a.m.;
3. Parties shall meet and confer well in advance of the December 3, 2020, hearing regarding exhibits to be presented and witnesses expected to testify at the hearing;
4. On August 31, 2020, the State of Nevada filed *Defendants' Opposition to Plaintiffs'-Petitioners' Second Motion for Contempt*. The State of Nevada may file a supplemental opposition within twenty (20) days from the date of the hearing held October 20, 2020. The Plaintiffs'-Petitioners' are granted ten (10) days from the date of filing of the supplemental opposition within which to file a reply and submit the matter to the Court.
5. The stay of this case previously ordered by the Court has expired<sup>1</sup>.

**IT IS SO ORDERED.**

**DATED** this 22 day of October, 2020.



BARRY L. BRESLOW  
District Judge

<sup>1</sup> The Court remains aware that this case is on appeal to the Nevada Supreme Court. This Court will only proceed as to ancillary matters and remains divested of primary jurisdiction.



FILED  
Electronically  
CV20-00755  
2020-09-04 01:00:18 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8054320

# EXHIBIT 1

# EXHIBIT 1

# HUTCHISON & STEFFEN

ATTORNEYS

10080 WEST ALTA DRIVE, SUITE 200  
LAS VEGAS, NV 89145 • 702.385.2500

Special Master  
500 Damonte Ranch Pkwy, Suite 980  
Reno, NV 89521

September 03, 2020  
Client: 009071  
Matter: 000001  
Invoice #: 408041  
Resp. Atty: JDG  
Page: 1

RE: Payne, et al adv. DETR

For Professional Services Rendered Through August 31, 2020

Federal Tax I.D. No.: 75-3141066

## SERVICES

Date	Person	Description of Services	Hours	Amount
08/01/2020	JDG	Telephone conference with Amber Hansen regarding aggregating information PUA Facebook group has on outstanding claims that have not been paid by DETR and administrative bottlenecks related thereto.	1.00	\$325.00
08/01/2020	JDG	Provide Amber Hansen with spreadsheet and language for helping applicants provide information that can be aggregated into a database for DETR.	0.50	\$162.50
08/02/2020	JDG	Telephone conference with Plaintiffs' counsel to discuss aggregating information of claimants who have not been paid so that DETR has a list to work from to expedite payment.	1.00	\$325.00
08/02/2020	JDG	Monitor work of Senate Committee on SB3 and testimony related thereto to compare with testimony provided to Court and to consider how new legislation could impact litigation and Judge's order.	4.00	\$1,300.00
08/03/2020	JDG	Work with staff to create a unique email and website for PUA applicants to send information to so that we can record information onto data base, provide data to DETR for analysis, and include data and analysis in supplemental Special Master Report.	1.00	\$325.00
08/03/2020	JDG	Telephone conference and follow up email correspondence with Amber Hansen regarding information needed from PUA applicants and message to PUA applicants on PUA FB page to gather information.	1.00	\$325.00

**SERVICES**

Date	Person	Description of Services	Hours	Amount
08/03/2020	JDG	Work with staff to create a dedicated phone line to PUA applicants and those requesting information from Special Master; prepare message that states: "Thank you for calling the office of Jason Guinasso, Court-Appointed Special Master in the matter of Amethyst Payne v. State of Nevada. Press 1 at any time to repeat this message. If you are a claimant, please email a brief message to PUAinfo@hutchlegal.com, and you will receive instructions for providing your pertinent information to Mr. Guinasso. That email address is PUAinfo@hutchlegal.com. Again, if you are a claimant, please email a brief message to PUAinfo@hutchlegal.com, and you will receive instructions for providing your pertinent information to Mr. Guinasso. Thank you."	0.50	\$162.50
08/03/2020	JDG	Receive and analyze Plaintiffs Notice of Appeal of District Court's partial denial of writ of mandamus.	0.30	\$97.50
08/04/2020	JDG	Receive and analyze email from David Schmidt regarding data collection; follow up with explanation of process and when he can expect first batch of data.	0.40	\$130.00
08/04/2020	JDG	Receive and analyze comprehensive list of PUA issues, sub groups, and multi-group categories, compare to what we had in first report, and include this information in rough draft of Special Master Report No. 2.	1.00	\$325.00
08/04/2020	JDG	Prepare rough draft of outline of Special Master Report No. 2, identify additional information needed and who to receive it from, and review information and documents received to date.	2.00	\$650.00
08/04/2020	JDG	Telephone conference with DETR attorney Greg Ott to discuss information I will need from DETR to slow compliance with District Court's order.	0.40	\$130.00
08/04/2020	AMO	Begin to go through scanned in emails in Binder 6 and index them into excel spreadsheet as directed by Special Master.	4.00	\$400.00
08/04/2020	BMF	Review e-mails from claimants and input into data format for DETR to review.	3.00	\$300.00
08/04/2020	BMF	Review claimant emails and input identifying claim and application information for DETR's further analysis.	9.00	\$900.00
08/04/2020	KAT	Begin to go through scanned in emails and index them into excel spreadsheet as directed by Jason.	7.00	\$700.00
08/04/2020	KAT	Continue going through scanned in emails and indexing them into excel spreadsheet.	6.00	\$600.00
08/04/2020	EJD	Review claimant emails and input identifying claim and application information for DETR's further analysis.	4.00	\$300.00
08/04/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	4.00	\$380.00
08/05/2020	JDG	Review and analyze first batch of data collected and recorded in excel sheets by law office staff.	0.50	\$162.50
08/05/2020	JDG	Receive and analyze Plaintiff's supplemental status report and meet and confer letter and preliminary draft of appellant's request for emergency relief.	0.40	\$130.00
08/05/2020	AMO	Continue to go through scanned in emails in Binder 6 and index them into excel spreadsheet as directed by Special Master.	2.80	\$280.00

**SERVICES**

Date	Person	Description of Services	Hours	Amount
08/05/2020	BMF	Review claimant emails and input identifying claim and application information for DETR's further analysis.	3.00	\$300.00
08/05/2020	KAT	Continue going through scanned in emails and indexing them into excel spreadsheet.	9.50	\$950.00
08/05/2020	KAT	Continue going through scanned in emails and indexing them into excel spreadsheet.	3.00	\$300.00
08/05/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	5.00	\$475.00
08/06/2020	JDG	Review and analyze Request for Submission [Supplemental Status Report and Request to Meet and Confer] under Case No. CV20-00755.	0.20	\$65.00
08/06/2020	JDG	Continue preparation of draft Special Master Report No. 2.	1.00	\$325.00
08/06/2020	JDG	Analyze and review second batch of data collected by staff from emails sent to our office from PUA applicants.	0.50	\$162.50
08/06/2020	AMO	Continue to go through scanned in emails in Binder 6 and index them into excel spreadsheet as directed by Special Master.	2.50	\$250.00
08/06/2020	KAT	Continue going through scanned in emails and indexing them into excel spreadsheet.	8.30	\$830.00
08/06/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	5.00	\$475.00
08/07/2020	JDG	Prepare for hearing before District Court Judge.	0.50	\$162.50
08/07/2020	JDG	Appear for and attend hearing before District Court Judge.	1.50	\$487.50
08/07/2020	AMO	Continue to go through scanned in emails in Binder 6 and complete indexing them into excel spreadsheet as directed by Special Master.	1.70	\$170.00
08/07/2020	BMF	Review claimant emails and input identifying claim and application information for DETR's further analysis.	5.50	\$550.00
08/07/2020	KAT	Complete going through scanned in emails, binder volumes 1 through 5 part one, and indexing them into excel spreadsheet.	8.00	\$800.00
08/07/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	6.00	\$570.00
08/08/2020	AMO	Begin to go through emails in PUA Inbox folder and index them into excel spreadsheet.	5.30	\$530.00
08/08/2020	BMF	Review claimant emails and input identifying claim and application information for DETR's further analysis.	9.50	\$950.00
08/08/2020	KAT	Begin to go through emails in PUA Inbox folder and index them into excel spreadsheet.	3.50	\$350.00
08/08/2020	KAT	Continue to go through emails in PUA Inbox folder and index them into excel spreadsheet.	3.00	\$300.00
08/08/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	10.80	\$1,026.00
08/09/2020	AMO	Continue to go through emails in PUA Inbox folder and index them into excel spreadsheet.	6.50	\$650.00
08/09/2020	KAT	Finish going through the emails in the PUA Inbox folder and indexing them into the excel spreadsheet.	8.50	\$850.00

**SERVICES**

Date	Person	Description of Services	Hours	Amount
08/10/2020	JDG	Coordinate efforts to complete data base of claimants from emails sent by claimants to our law office; continue outline of draft of second special master report; telephone conference with Greg Ott regarding compliance with Court's orders and cooperation of DETR regarding reviewing data and narrative provided by PUA Facebook host, Amber Hansen.	3.00	\$975.00
08/10/2020	ARW	Review claimant emails and input identifying claim and application information for DETR's further analysis.	9.00	\$900.00
08/10/2020	ARW	Review claimant emails and input identifying claim and application information for DETR's further analysis.	1.50	\$150.00
08/10/2020	BMF	Review claimant emails and input identifying claim and application information for DETR's further analysis.	12.00	\$1,200.00
08/10/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	1.00	\$95.00
08/10/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	15.20	\$1,444.00
08/10/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	5.00	\$475.00
08/10/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	1.30	\$123.50
08/11/2020	JDG	Continue preparation of draft second special master report.	3.00	\$975.00
08/11/2020	ARW	Review claimant emails and input identifying claim and application information for DETR's further analysis.	4.20	\$420.00
08/11/2020	ARW	Review claimant emails and input identifying claim and application information for DETR's further analysis.	0.80	\$80.00
08/11/2020	BMF	Review claimant emails and input identifying claim and application information for DETR's further analysis.	4.00	\$400.00
08/11/2020	LA	Review claimant emails and input identifying claim and application information for DETR's further analysis.	5.50	\$522.50
08/12/2020	JDG	Continue preparation of second special master report.	2.00	\$650.00
08/13/2020	BMF	Begin to prepare July 2020 Memorandum of Costs and Fees of Special Master.	1.00	\$100.00
08/14/2020	JDG	Continue preparation of second report to the District Court (Part II) A-C.	2.50	\$812.50
08/15/2020	JDG	Continue preparation of second report the District Court (Part II) A-C.	4.00	\$1,300.00
08/16/2020	JDG	Continue preparation of second report to the District Court (Part II) D.	4.50	\$1,462.50
08/17/2020	JDG	Continue preparation of Special Master report (Part III).	4.00	\$1,300.00
08/17/2020	JDG	Continue preparation of Special Master's Report No. 2 (Part III).	5.50	\$1,787.50
08/17/2020	JDG	Send draft report (Part II and Part III) to Plaintiffs' counsel and Defendant's counsel for review and comment (invite revisions and additions to outline and copy).	1.00	\$325.00
08/17/2020	BMF	Save all remaining e-filings for Special Master's access during preparation of supplemental report.	0.80	\$80.00
08/18/2020	JDG	Finalize Special Master's Memorandum of Fees and Costs for July for filing under Case No. CV20-00755.	0.20	\$65.00

**SERVICE CHARGE**

Date	Person	Description of Services	Hours	Amount
08/18/2020	JDG	Continue preparation of Special Master's Report No. 2 (Part V).	3.50	\$1,137.50
08/18/2020	JDG	Continue preparation of Special Master's Report No. 2 (revise, edit, add additional narrative, introduction and conclusion).	8.00	\$2,600.00
08/18/2020	AMO	Prepare shell Special Master's Report No. 2 under Case No. CV20-00755.	0.30	\$30.00
08/18/2020	AMO	Review and revise Special Master's Memorandum of Fees and Costs for July: spelling, grammar, and formatting under Case No. CV20-00755.	0.30	\$30.00
08/18/2020	AMO	Prepare exhibits 1-3 for Special Master's Memorandum of Fees and Costs for July: gather, redact, scan and save under Case No. CV20-00755.	0.30	\$30.00
08/18/2020	AMO	Review and format first draft of Special Master's Report under Case No. CV20-00755.	2.50	\$250.00
08/18/2020	AMO	Gather exhibits for appendices from notes in second draft of Special Master's Report and edit report to include correct cites under Case No. CV20-00755.	1.30	\$130.00
08/18/2020	AMO	Review and format second with additional sections draft of Special Master's Report under Case No. CV20-00755.	2.30	\$230.00
08/18/2020	BMF	Convert Supplement to July 30 Hearing to searchable .pd and word document.	0.20	\$20.00
08/18/2020	BMF	Convert Supplement to July 30 Hearing to searchable .pdf and word document.	0.20	\$20.00
08/18/2020	BMF	Begin to review narrative prepared by Amber Hansen and revise structure of writing for clarity and precision.	4.00	\$400.00
08/18/2020	BMF	Review second narrative prepared by Amber Hansen and revise structure of writing for clarity and precision.	3.00	\$300.00
08/18/2020	BMF	Consolidate two narratives prepared by Amber Hansen into one narrative.	1.00	\$100.00
08/18/2020	BMF	Insert supporting graphics, into consolidated narrative.	1.00	\$100.00
08/18/2020	BMF	Insert individual claimant factual recounts into consolidated narrative.	1.50	\$150.00
08/18/2020	BMF	Continue preparation of Appendix to Special Master Report No. 2.	1.50	\$150.00
08/19/2020	JDG	[NO CHARGE] File Memorandum of Fees and Costs under Case No. CV20-00755.	0.20	\$65.00
08/19/2020	JDG	Finalize and file appendix to Special Master's Report under Case No. CV20-00755.	0.50	\$162.50
08/19/2020	JDG	Finalize final version of Special Master Report No. 2.	1.00	\$325.00
08/19/2020	JDG	Complete preparation of Special Master's Report No. 2.	4.00	\$1,300.00
08/19/2020	JDG	Prepare presentation of report for Status Hearing under Case No. CV20-00755.	2.00	\$650.00
08/19/2020	JDG	Complete preparation of Appendix to Special Master Report No. 2.	1.00	\$325.00
08/19/2020	JDG	Receive, analyze, and incorporate Plaintiff's rebuttal to DETR's compliance statements.	1.00	\$325.00
08/19/2020	KMG	Review and edit of second report of Special Master to Court.	2.50	\$812.50

**HUTCHISON & STEFFEN**  
ATTORNEYS

September 03, 2020  
Client: 009071  
Matter: 000001  
Invoice #: 408041  
Resp. Atty: JDG  
Page: 6

**SERVICES**

Date	Person	Description of Services	Hours	Amount
08/19/2020	AMO	Revise Appendix with item 1-10 and preparation of appendix cover sheet under Case No. CV20-00755.	0.30	\$30.00
08/19/2020	BMF	Begin to prepare Errata to Special Master Report and review entire report for inconsistencies and inadvertent errors in Headers and Table of Contents.	1.80	\$180.00
08/19/2020	RKB	Prepare PowerPoint for presentation to Court re unemployment report no. 2.	3.50	\$437.50
08/19/2020	RKB	Multiple conferences with J. Guinasso to determine what needs to be represented/addressed in PowerPoint for tomorrow's presentation.	0.40	\$50.00
08/20/2020	JDG	Begin to strategize and coordinate new auto reply and phone message for claimant callers who inquire about case in light of being discharged of Special Master duties.	0.30	\$97.50
08/20/2020	JDG	Finalize and submit for filing Errata to Special Master Report and review entire report for inconsistencies and inadvertent errors in Headers and Table of Contents.	0.50	\$162.50
08/20/2020	JDG	Appear for and Attend Status Hearing under Case No. CV20-00755.	3.00	\$975.00
08/20/2020	AMO	Finalize and file PowerPoint to Special Master's Report under Case No. CV20-00755.	0.20	\$20.00
08/20/2020	BMF	Continue preparation of Errata to Special Master Report and review entire report for inconsistencies and inadvertent errors in Headers and Table of Contents.	1.00	\$100.00
Total Professional Services			307.20	\$47,276.00
Less Courtesy Discount				(\$7,405.98)
Total Professional Services Due				\$39,870.02

**EXPENSES**

Date	Description of Expenses	Amount
08/07/2020	Sierra Document Management- Outside Printing-	\$2,637.25
Total Expenses		\$2,637.25
Total Professional Services		\$47,276.00
Less Courtesy Discount		(\$7,405.98)
Total Professional Services Due		\$39,870.02
Total Expenses Due		\$2,637.25
Total Current Charges		\$42,507.27
Previous Balance		\$113,451.42
Less Credits/Write Offs		(\$47,082.50)
PAY THE AMOUNT		\$108,475.01

FILED  
Electronically  
CV20-00755  
2020-09-04 01:00:18 PM  
Jacqueline Bryant  
Clerk of the Court  
Transaction # 8054320

# EXHIBIT 2

# EXHIBIT 2



SIERRA DOCUMENT MANAGEMENT

EIN: 47-4948397

Sierra Document Management  
4850 Joule Street, #A51  
Reno, NV 89502  
+1 7757868224  
support@sdrnvn.com  
www.sdrnvn.com

## Invoice

## BILL TO

Amy Otutaha  
HUTCHISON & STEFFEN, PLLC  
500 Damonte Ranch Parkway,  
Suite 980  
Reno, NV 89521

## SHIP TO

Amy Otutaha  
HUTCHISON & STEFFEN, PLLC  
500 Damonte Ranch Parkway, Suite  
980  
Reno, NV 89521

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
AUG 20 001	08/03/2020	\$2,637.25	09/02/2020	Net 30	

SHIP DATE  
08/02/2020

DESCRIPTION	QUANTITY	PRICE EACH	AMOUNT
Scan B&W 8.5 x 11 - Heavy Extra	5,726	0.35	2,004.10T
OCR	5,726	0.07	400.82T
File Name Convention	8	1.00	8.00T
Re-Bind	8	1.00	8.00T
Send Large File Service	1	15.00	15.00T

Thank You!!

SUBTOTAL	2,435.92
TAX (8.265%)	201.33
TOTAL	2,637.25
BALANCE DUE	<b>\$2,637.25</b>

Please pay by this invoice. No Monthly statement will be sent. Based on approval terms: Net 30 days, interest rate of 1.5% (18.0% per annum) will be added after 30 days. Now for your convenience, we accept Visa, Master Card, Discover and American Express.

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 13, 2020

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

From: Natasha Kephart, 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 Department 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 Department currently participates in has been amended by the other parties. This amendment would increase the maximum amount from \$667,464.52 to \$959,693.77 through December 26, 2022.

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.

Statutory Authority:

BOE approval required pursuant to NAC 333.175

<b>REVIEWED:</b> <u>See</u>
<b>ACTION ITEM:</b> _____

**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: **19931**Amendment Number: **3**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Legal Entity Name: **COMMONWEALTH OF KENTUCKY**Agency Code: **810**Contractor Name: **COMMONWEALTH OF KENTUCKY**Appropriation Unit: **4717-15**Address: **KDA INDUSTRIAL HEMP PROGRAM  
111 CORPORATE DR**Is budget authority available?: **Yes**City/State/Zip: **FRANKFORT, KY 40601-8311**

If "No" please explain: Not Applicable

Contact/Phone: **Susan Noland 502/782-4113**Vendor No.: **T27041531A**NV Business ID: **Governmental Entity**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 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<b>X Highway Funds</b>	<b>100.00 %</b>	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 **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **12/26/2020**Contract term: **4 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 third amendment to the original contract which provides Nevada with quick access to an existing and fully operational International Fuel Tax Agreement (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 is exercising their second renewal option with Explore consisting of an additional 2 years. There are currently six jurisdictions that are members of the IPC each joined via a Memorandum of Agreement (MOA). This amendment increases the maximum amount from \$667,464.52 to \$959,693.77 and extends the termination date from December 26, 2020 to December 26, 2022 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:	\$283,913.64	\$283,913.64	\$283,913.64	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$383,550.88	\$383,550.88	\$383,550.88	Yes - Action
2. Amount of current amendment (#3):	\$292,229.25	\$292,229.25	\$292,229.25	Yes - Action
3. New maximum contract amount:	\$959,693.77			

## 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?

NRS 332.195 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

pggra1

11/03/2020 12:48:51 PM

Division Approval	asmit3	11/03/2020 12:52:05 PM
Department Approval	asmit3	11/03/2020 12:52:11 PM
Contract Manager Approval	bjobe	11/03/2020 15:24:41 PM
Budget Analyst Approval	nkephart	11/10/2020 08:27:39 AM
BOE Agenda Approval	jrodrig9	11/16/2020 17:32:59 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 2<sup>nd</sup> day of November 2020.

  
Name of agency head: Julie Butler

For the State/Province of Nevada

Director

Nevada Department of Motor Vehicles

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

Memorandum of Agreement-Amendment # 3 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  
AMENDMENT #2-ADD CONTRACT AUTHORITY  
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  
MA Debbie Martinez  
APPR UNIT 471715

COMMON WEALTH OF KENTUCKY FINANCE & ADMINISTRATION CABINET

BALANCE \$75,971.64

	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 Phase 1
	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	
	1708778		2019 NV 7001	1/15/2019	-\$10,927.36	471715	
	1713712		2019 NV 7002	2/15/2019	-\$10,927.36	471715	
	AMENDMENT #2			2/12/2019	\$383,550.88	471715	
	1720497	2	2019 NV CR 7003	3/15/2019	-\$65,000.00	471715	NV IPC Implementation Ph
	1720497	1	2019 NV 7003	3/15/2019	-\$10,927.36	471715	
	1727587		2019 NV 7004	4/15/2019	-\$10,927.36	471715	
	1732945		2019 NV 7005	5/15/2019	-\$10,927.36	471715	
	1740800		2019 NV 7006	6/15/2019	-\$10,927.36	471715	
	1744589		2019 NV CR 7006	6/30/2019	-\$20,000.00	471715	
FY 20	1749041		2019 NV 7007	7/15/2019	-\$10,927.36	471715	
	1756234		2019 NV 7008	8/15/2019	-\$10,927.36	471715	
	1762803		2019 NV 7009	9/15/2019	-\$11,512.44	471715	
	1767399		2019 NV 7010	10/15/2019	-\$11,512.44	471715	
	1776927		2019 NV 7011	11/15/2019	-\$11,512.44	471715	
	1786938	1	2019 NV 7012	1/15/2020	-\$11,512.44	471715	
	1786938	2	2020 NV 7001	2/15/2020	-\$11,512.44	471715	
	1788769		2020 NV 7002	2/15/2020	-\$11,512.44	471715	Reconciled 2/20/20
	1794687		2020 NV 7003	3/15/2020	-\$11,512.44	471715	
	1805050	1	2020 NV 7004	4/15/2020	-\$11,512.44	471715	
	1805050	2	2020 NV 7005	5/15/2020	-\$11,512.44	471715	
	1808007		2020 NV 7006	6/15/2020	-\$11,512.44	471715	
FY21	1813930		2020 NV 7007	7/15/2020	-\$11,512.44	471715	
	1819417		2020 NV 7008	8/15/2020	-\$11,512.44	471715	
	1823911		2020 NV 7009	9/15/2020	-\$11,571.32	471715	
	1828536		2020 NV 7010	10/15/2020	-\$11,571.32	471715	

COMMONWEALTH OF KENTUCKY

# IFTA Processing Consortium

## Memorandum of Agreement

### Individual Cost Breakdown

---

## Addendum

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**Kentucky Transportation Cabinet/Division of Motor Carriers**

Based on authority of this IFTA IPC MOA and with unanimous permission of the PMAC jurisdictions the cost structure for each jurisdiction will be documented as individual jurisdictional cost structure documents. The cost structure jurisdictional documents will be updated annually using census data from IFTA Inc, utilize the formula agreed upon by PMAC, and update as jurisdictions leave or join the IPC.

IFTA Processing Consortium - Cost Structure: Nevada (NV)  
Account Base (2019 Annual IFTA Inc Report)

DESCRIPTION	TOTAL	NV
ACCOUNT BASE (2019 ANNUAL REPORT)	22,395	2,269
PERCENTAGE OF ACCOUNTS		0.101317
YEARS 6-9		
Hosting and Maintaining Solution (Equal Charge)	\$ 80,000.00	\$ 13,333.33
MONTHLY CHARGE (\$80,000/48 MOS)	\$ 1,666.67	\$ 277.78
Software Maintenance (Equal Charges 85%)	\$ 2,946,200.00	\$ 491,033.33
MONTHLY CHARGE (\$2,946,200/48 MOS)	\$ 61,379.17	\$ 10,229.86
APPORTIONED CHARGES		
Software Maintenance (Apportioned Charges 15%)	\$ 361,800.00	
APPORTIONED CHARGES (\$361,800/4)	\$ 90,450.00	
JURISDICTIONAL SHARE	\$ 90,450.00	\$ 9,164.12
MONTHLY CHARGE APPORTIONED CHARGES	\$ 7,537.50	\$ 763.68
KY ADMINISTRATIVE FEES		
Lead Jurisdiction Assistance/IPC Accounting	\$ 86,400.00	\$ 14,400.00
MONTHLY CHARGE (\$86,400/48 MOS)	\$ 1,800.00	\$ 300.00
PROPOSED MONTHLY CHARGES	\$ 72,383.33	\$ 11,571.32

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 Jurisdictional Specific Cost Structure IPCMOA Addendum hereto:

Signed this 8 day of October, 2020

Signature of agency head: Julie Butler

Title and Printed Name of agency head: Director Julie Butler

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

Cost Structure MOA Addendum effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**IFTA PROCESSING CONSORTIUM  
COMMONWEALTH KENTUCKY MOA-NEVADA IFTA COST BREAKDOWN**

**CONTRACT EXTENSION**

<b>MONTHLY COSTS</b>	<b>FY21 COSTS (12/1/20-06/31/21)</b>	<b>FY22 COSTS (7/1/21-6/30/22)</b>	<b>FY23 COSTS (7/1/22-12/31/22)</b>	<b>Total Amount</b>
12/2020 - 05/2021	\$69,427.92			\$69,427.92
06/2021 - 07/2021	\$13,821.69	\$11,609.98		\$25,431.67
08/2021 - 12/2022		\$127,709.78	\$69,659.88	\$197,369.66
	\$83,249.61	\$139,319.76	\$69,659.88	\$292,229.25

<b>MONTHLY MAINTENANCE CHARGES (with Connecticut )</b>	
Hosting and Maintaining Solution	\$277.78
Software Maintenance	\$10,229.86
Software Maintenance Jurisdictional Charge	\$763.68
Kentucky Administrative Fee	\$300.00
<b>Total</b>	<b>\$11,571.32</b>

<b>MONTHLY MAINTENANCE CHARGES (without Connecticut 06/2021 )</b>	
Hosting and Maintaining Solution	\$333.33
Software Maintenance	\$12,275.83
Software Maintenance Jurisdictional Charge	\$852.53
Kentucky Administrative Fee	\$360.00
<b>Total</b>	<b>\$13,821.69</b>

<b>MONTHLY MAINTENANCE CHARGES (with North Carolina 07/2021 )</b>	
Hosting and Maintaining Solution	\$277.78
Software Maintenance	\$10,229.86
Software Maintenance Jurisdictional Charge	\$802.34
Kentucky Administrative Fee	\$300.00
<b>Total</b>	<b>\$11,609.98</b>



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) 564-1434 Facsimile

ANDY BESHEAR  
 Governor

HOLLY M. JOHNSON  
 Secretary

Ed Ross  
 Controller

JOAN GRAHAM  
 Executive Director

### AGENCY MASTER AGREEMENT RENEWAL

<b>Today's Date:</b> July 13, 2020	<b>Agency:</b> Dept. of Vehicle Regulation
<b>Buyer and Email Address:</b> Jay Dutta jay.dutta@ky.gov	<b>Contact:</b> Angela W. Jones
<b>MA Number:</b> MA 758 1400000533	
<b>Commodity:</b> Data processing	<b>Vendor:</b> Explore Information Services, LLC.
<b>PE #:</b> PE 630 2100000076	<b>Contact:</b> John Christenson John.Christenson@exploredata.com

The above referenced Master Agreement expires **December 26, 2020**. The terms of the contract allow for a **two (2) year** renewal through **December 26, 2022** all parties (Commonwealth and Vendor) concurring, leaving **zero (0)** remaining on this contract. Please indicate your concurrence or refusal and return by email or fax. You may 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 **July 31, 2020**. Failure to return the completed form by the due date may result in the forfeiture of all renewals.

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)

<b>XLORI MILLER</b>	<b>LORI MILLER</b>	<b>07/14/2020</b>	<b>lorib.miller@ky.gov</b>	<b>502-78-0812</b>
Signature (REQUIRED)	Print/Typed Name	Date	eMail address	Telephone Number

FINAL  
~~10/1/2013~~  
~~10/1/2018~~  
10/1/2020

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 Clearinghouse**, 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.

*(This area intentionally left blank.)*

# **ARTICLE III**

## **PARTICIPANT JURISDICTIONS POLICY AND MANAGEMENT ADVISORY COMMITTEE**

### **SECTION I. GENERAL**

KYDMC shall be solely responsible for the original development of the IPC. During that development phase, KYDMC shall solely contract with the Selected Vendor, and shall oversee all original development activities. The original IPC program and any subsequent changes to the program must conform to IFTA and ISTE. 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 two 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 A**.

### **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 their jurisdictional cost breakdown document.
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 B** 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 C** 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 D** with KYDMC in the manner provided therein.

Program functionality consists of the following:

- 1. Maintain an updated taxpayer profile database 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 C** details the performance standards related to participant jurisdictions in the IPC.

**Appendix E** 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 nine (9) 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.~~ Based on authority of this MOA and with unanimous permission of the PMAC jurisdictions the cost structure for each jurisdiction will be documented as an individual jurisdictional cost structure addendum. The cost structure jurisdictional documents will be updated annually using census data from IFTA Inc, utilize the formula agreed upon by PMAC, and update as jurisdictions leave or join the IPC.

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**

1. 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 F** 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 D** 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 (4.1A 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 A** 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  
Latasha Williams, Branch Manager  
200 Mero Street  
Frankfort, KY 40622

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## APPENDIX A 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"> <li>• Type of change (IPCMOA or Program)</li> <li>• Participant Jurisdiction's Primary Contact</li> <li>• Description of current procedure or policy</li> <li>• Affected screens, functions or plans</li> <li>• Description of change</li> <li>• Reason for request (e.g., legislative mandate, production problem, performance monitoring results, etc)</li> <li>• Desired or required implementation date</li> <li>• Comment period and review date</li> </ul>		
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"> <li>• Move forward</li> <li>• Contact requesting jurisdiction for clarification / reevaluation</li> </ul>		
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 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.	

<p>15. The results or status of all changes requests will be distributed to all jurisdictions through the news/letter or at the scheduled meeting. The CCR will complete the appropriate section of the Change Request.</p>	<p>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)</p>	<p>15B. Changes that are adopted will be implemented by the appropriate KYDMC bureau in coordination with participant jurisdiction(s).</p>
	<p>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.</p>	<p>16B. N/A</p>
<p>*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.</p>		

**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: Requesting Jurisdiction:	Telephone: Fax:
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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 B

### IPCMOA – POLICY AND MANAGEMENT ADVISORY COMMITTEE DECISION MAKING STRUCTURE

DECISION MAKING	KYDMC MANAGED	POLICY & MANAGEMENT ADVISORY COMMITTEE WITH KYDMC AS CHAIR
<b>PROGRAM ADMINISTRATION</b>		
<b>Performance Monitoring of KYDMC Selected Vendor(s) – Core Services (functions listed in Article V)</b> -- 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
<b>Fee Arrangements</b>	KYDMC responsible for negotiating all fees with the Selected Vendor(s) effecting core processing.	Not Applicable
<b>Billing Structures</b>	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
<b>Change Control Implementation</b>	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
<b>Processing Communications Issues for Core Services (i.e., Article V) Shared by all Participant Jurisdictions.</b> -- 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

<b>Critical Communications Issues</b> -- 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
<b>Entry of new participants – IPC</b>	Not Applicable	KYDMC advises Policy & Management Advisory Committee of estimated cost of entry; and estimated impact to the charge-back, prior to entry.
<b>Change Control</b> -- Non-Core Functions (imparts 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
<b>Change Control – Funds Transfer Services</b> -- 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.
<b>Dispute Resolution</b> -- 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.
<b>Imposition of penalties for Contractor(s) failure to perform according to standards.</b>	Not Applicable	KYDMC presents supporting documentation; and the P&MAC will arbitrate a jointly acceptable resolution.
<b>Security Breach Violations</b>	Not Applicable	KYDMC presents Performance Monitoring evidence; and KYDMC assesses penalties.

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

## APPENDIX C

### IFTAMOA – 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.
	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 processing systems must be operational in accordance with the approved implementation schedule.
	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 netting amounts required for monthly settlement will be provided by Selected Vendor to the participant jurisdictions by 9:00 am EST three 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.
	4. Funds Transfer Authorization	100% of all fund transfers initiated on behalf of participant jurisdictions will be complete and accurate.	100% of all fund transfers initiated will be in the time standards articulated in the IFTA Articles of Agreement.
	5. Jurisdiction Specific System Changes	100% of all participant jurisdictions specific systems changes will be accurate and complete based on the test conditions provided by that participant jurisdiction.	100% of all jurisdiction specific system changes will be completed in the mutually agreed upon timeframe between KYDMC and that participant jurisdiction.
	6. Technical Support	100% of all technical support services will be provided accurately and completely.	100% of all technical services will be provided on a timely basis, as necessary.

	<b>7. System Maintenance</b>	100% of all system maintenance will be accurate and complete.	100% of all systems maintenance will be completed in the timeframe specified by the participant jurisdictions and agreed to by KYDMC.
	<b>8. Help Desk</b>	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.
	<b>9. Data Communication</b>	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.
	<b>10. Jurisdiction and Bank Liaison</b>	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.
	<b>11. Performance Monitoring of Lockbox and Funds Transfer Services</b>	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.
	<b>12. Disaster Recovery</b>	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 timeframes.
	<b>13. Security and Confidentiality</b>	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.

	<b>14. Training and Procedures</b>	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.
	<b>15. Documentation</b>	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.
<b>Participating Jurisdictions</b>	<b>1. Terminal/PC User Workstations</b>	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.
	<b>2. Communication Devices</b>	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.
	<b>3. Commercial Software</b>	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.
	<b>4. Initial Population and Updates to IFTA Database</b>	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.

	<b>5. Test Conditions for System Test</b>	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.
	<b>6. Documentation for Bank Liaison Problem Resolution</b>	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.
	<b>7. Provision of Settlement Data</b>	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 <sup>th</sup> business day prior to the last business day of the month.
	<b>8. Funding of Funds Transfer Account</b>	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.
	<b>9. System Access</b>	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 D**  
**IPCMOA – PARTICIPANT JURISDICTION SERVICE REQUIREMENTS**

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

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

Signed for the State/Province of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of agency head \_\_\_\_\_

Printed Name and Title of agency head \_\_\_\_\_

**Participation in Article VII  
Information Exchange**

**Y E S   N O**

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## APPENDIX E

### HELP DESK PROCEDURE (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.

## APPENDIX F

### CHARGE-BACK METHODOLOGY (SUBJECT TO CHANGE DUE TO SELECTED VENDOR)

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

#### 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 SYSTYEM 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	SERVICES	CHARGE-BACK RESPONSIBILITIES	CHARGE-BACK RULES	SOURCE DOCUMENTATION	RATIONALE
NON-PERSONNELL	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.
	TELECOMMUNI- CAT ION CHARGES FOR DATA TRANSMISSION	ALL	INDIVIDUAL JURISDICTIONS	ACTUAL	PHONE RECORDS	EACH JURISDICTION WILL BE RESPONSIBLE FOR THEIR OWN TELECOMMUNI C ATION COST
	IPC TELECOMMUNI CATION CHARGES	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTION- ATE TO SYSTEM UTILIZATIO N	INVOICES	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS

	SOFTWARE LICENSE & MAINTENANCE	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTION-ATE TO SYSTEM UTILIZATION	INFO PROVIDED BY ISM	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	FACILITIES	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTION-ATE TO SYSTEM UTILIZATION	OGS RATE PER SQ FT	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	NEW EQUIPMENT & SOFTWARE > \$20K	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTION-ATE TO SYSTEM UTILIZATION	ISM INVOICE	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	DISASTER RECOVERY	ALL	ALL JURISDICTIONS USING RPC PROCESSING	PROPORTION-ATE 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
	TECHNICAL SERVICES	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTION-ATE 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	PROPORTION-ATE 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,

						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
	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
	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
	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
SUPPLIES	OFFICE SUPPLIES	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTION-ATE TO SYSTEM UTILIZATION	RIM MGT	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS
	PACKAGING & SHIPMENT	ALL	ALL SIGNERS OF THE IPCMOA	PROPORTION-ATE TO SYSTEM UTILIZATION	MAIL RM REPORT	SUPPORTS OPERATION & DEVELOPMENT FOR ALL USERS

# ARTICLE XI

## EFFECTIVE DATE, TERMS AND RATIFICATION

### SECTION I. EFFECTIVE DATE AND TERMS

This IPCMOA and Appendices 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 Appendices 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

---

Jim Gray, Secretary  
Kentucky Transportation Cabinet

Approval as to form and legality:

---

Kentucky Transportation Cabinet  
Legal Counsel

*(This area intentionally left blank.)*

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

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

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Date: November 16, 2020

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

From: Natasha Kephart, 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 Department of Motor Vehicles (DMV) requests approval to utilize Department of Public Safety contract with Management Technology Group (MTG) to provide quality assurance, senior advisory, and change management services.

Additional Information:

The department is currently in the process of replacing the current outdated legacy system. Given the current situation the demand for online services and teleworking is increasing and the outdated system cannot respond to the current demands. DMV is seeking an experienced team to provide quality assurance, senior advisory, and change management services to support the Office of Project Management during the project. The Department of Public Safety (DPS) has already entered into an agreement with MTG to provide the same level of service for the NCIJS project. Utilizing DPS's solicitation will save DMV at least 6-8 months by eliminating the need to conduct an RFP.

Statutory Authority: BOE approval required pursuant to NAC 333.175

REVIEWED: \_\_\_\_\_  
ACTION ITEM: \_\_\_\_\_

**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: **23732**

Agency Name: <b>DEPARTMENT OF MOTOR VEHICLES</b>	Legal Entity Name: <b>Management Technology Group LLC (MTG)</b>
Agency Code: <b>810</b>	Contractor Name: <b>Management Technology Group LLC (MTG)</b>
Appropriation Unit: <b>4716-13</b>	Address: <b>810 3rd Ave STE 600</b>
Is budget authority available? <input checked="" type="checkbox"/> <b>Yes</b>	City/State/Zip: <b>Seattle, WA 98104</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>206-689-2218</b>
	Vendor No.: <input checked="" type="checkbox"/> <b>T29025149</b>
	NV Business ID: <input checked="" type="checkbox"/> <b>NV20041240020</b>

To what State Fiscal Year(s) will the contract be charged? **2021-2026**

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

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

2. Contract start date:

a. Effective upon Board of ☒ **Yes** or b. other effective date: **NA**  
Examiner's approval?Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2026**Contract term: **5 years and 211 days**4. Type of contract: **Contract**Contract description: **Change Management**

5. Purpose of contract:

**This is a new contract to provide ongoing quality assurance, senior advisory, and change management services. This service will assist DMV in monitoring activities, ensure that processes are incorporating quality standards throughout program phases, and to assist in development, implementation, and promotion of a Change Management Plan.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,968,920.00**

Other basis for payment: payment due upon invoice, 30 day terms. Contractor paid on an hourly rate for services.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This contract is for ongoing services for quality assurance, senior advisory, and change management. The DMV is undertaking a multi-year comprehensive transformation of its systems, environment, and business structure.**

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

**There are no State employees available to complete 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****RECEIVED****NOV - 3 2020****GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION**

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 yes*  
*11/3/2020*

### 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	Pending	
Division Approval	Pending	
Department Approval	Pending	
Contract Manager Approval	Pending	
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

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## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada

Acting by and Through its

Agency Name:	Department of Motor Vehicles
Address:	555 Wright Way
City, State, Zip Code:	Carson City, NV 89711
Contact:	Norma Santoyo
Phone:	775-684-7200
Email:	nsantoyo@dmv.nv.gov

Contractor Name:	Management Technology Group LLC (MTG Management Consult LLC )
Address:	810 3 <sup>rd</sup> Ave STE 600
City, State, Zip Code:	Seattle, WA 98104
Contact:	Robert E. Kaelin, Senior Partner, COO and CFO
Phone:	206-689-2218
Fax:	206-442-5011
Email:	rkaelin@mtgmc.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 December 2020 ).

Effective from:	Upon Approval	To:	June 30, 2026
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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.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK, DELIVERABLE, FEE SCHEDULE, AND NEGOTIATED POINTS
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	VENDOR PROPOSAL

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 *Section 5, Incorporated Documents* at a cost as noted below:

The parties agree that Contractor will provide the services in accordance with Attachment AA-Scope of Work, Deliverables, Fee Schedule, Negotiated Points and Attachment DD-Contractor's Response on an hourly rate basis of \$75.00-\$326.00 dependent upon services needed at a total cost not to exceed \$6,968,920.00 for the life of the contract

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the 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 first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject 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

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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

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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

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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.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

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

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

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting

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Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.**

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor 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.

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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.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract. To the extent the party observes, receives or possesses "personal information" from the files and records of the Department of Motor Vehicles, the party shall keep this information confidential and shall not disclose any "personal information" from the files and records of the Department of Motor Vehicles for a use not permitted by NRS 481.063. There are criminal and civil penalties attached to the unlawful use and/or disclosure of this information. "Personal information" is the information that reveals the identity of a person, including, without limitation, a photograph, social security number, individual taxpayer identification number, driver's license number, identification card number, name, address, telephone number or information regarding a medical condition or disability.
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;

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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.

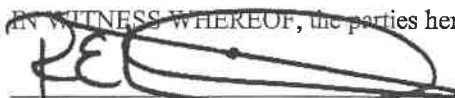
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated 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

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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.

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


11/2/20      Robert E. Kaelin, Senior Partner, COO  
 Independent Contractor's Signature      Date      Independent Contractor's Title

Julie Butler      11/3/2020      Director DMV  
 State of Nevada Authorized Signature      Date      Title

\_\_\_\_\_  
 State of Nevada Authorized Signature      Date      Title

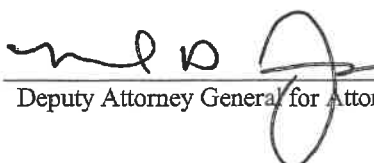
\_\_\_\_\_  
 State of Nevada Authorized Signature      Date      Title

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
 Signature – Board of Examiners

On: \_\_\_\_\_  
 Date

Approved as to form by:


 On: 11-3-20  
 Deputy Attorney General for Attorney General      Date

**Attachment AA**  
**Scope of Work**  
**Nevada Department of Motor Vehicles**  
**Quality Assurance, Senior Advisory and Change Management Services**

**1. PROJECT OVERVIEW**

The Nevada Department of Motor Vehicles (DMV) is undertaking a multi-year comprehensive transformation of its systems, environment, and business structure. DMV is emphasizing a complete overhaul of services offerings that focus on a new way of business. Centered around an online strategy wherever possible, this customer-focused model will be the “North Star” for all efforts. Acquisition of the new solution is expected to be completed in 2021 with a multi-year implementation through June 30, 2026.

For the purpose of the work outlined herein PROGRAM shall mean both the overall DMV Transformation Effort (DTE) and the multiple projects necessary for successful implementation.

The PROGRAM will be overseen and administered by the DMV Office of Project Management Office (OPM). Overall responsibilities of the OPM include, but are not limited to:

- Providing oversight of the PROGRAM vendor(s)
- Maintaining and tracking functional and technical solution requirements
- Documenting current and future business processes
- Monitoring the PROGRAM’s progress
- Monitoring the PROGRAM’s budget
- Reporting on the PROGRAM’s status; including, but not limited to, required Legislative reports
- Translating the PROGRAM requirements into a design with the selected PROGRAM vendor(s)
- Validating the PROGRAM’s implementation to DMV standards
- Supervising the DMV program or project teams

DMV is seeking an experienced team (TEAM) to provide quality assurance, senior advisory and change management services to support the OPM during this transformation effort. The TEAM shall have the experience, skillset and qualifications to complete the work as outlined herein.

The TEAM shall be responsible for, but not limited to, continuous monitoring of the PROGRAM, providing monthly quality assurance reports and providing forward-looking guidance to the OPM with regard to the DTE, operations and general implementation activities.

**1.1 GOALS AND OBJECTIVES**

The following is a brief summary of the anticipated goals for each of the roles outlined herein:

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- **Senior Advisor** –monitor the activities of the PROGRAM to ensure that all teams are working towards the best solution(s) for the State, DMV and OPM.
- **Quality Assurance** - develop and monitor a Quality Management Plan for the PROGRAM to ensure that processes are incorporating quality standards throughout all phases of the PROGRAM/project life cycle, to ensure the final product meets, or exceeds, the needs, expectations and requirements of the stakeholders.
- **Change Manager** – Assist in the development, implementation and promotion of a Change Management Plan and practices for the PROGRAM to transition all stakeholders affected by the PROGRAM, which includes individuals, groups and organizations, from a current state to a future state with intended business benefits.

## **1.2 DEFINITIONS**

- **Deliverable** – Product that is an element of the vendor’s overall approach and solution to the requirements of the contract, whether produced by the vendor or by a third party as a supplier or subcontractor to the vendor.
- **Department** – Department of Motor Vehicles or designee.
- **PROGRAM** – All matters related to the successful implementation of the DTE.
- **Project Schedule** – Attached to and make part of the contract, the document which itemizes phases, tasks, deliverables and date of completion including where Department signoffs are to be taken.

## **2. SCOPE OF WORK**

### **2.1 ROLES AND RESPONSIBILITIES**

- 2.1.1 The TEAM shall work cooperatively and cohesively with all stakeholders, to include, but not be limited to the OPM, for the duration of the PROGRAM to ensure successful implementation of the PROGRAM and minimize negative impacts to all stakeholders. Any re-assignments or removal of key personnel from the PROGRAM shall require written approval from the OPM, who has the option to review

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qualifications, interview the proposed replacement(s) and approve or decline any proposed replacement(s).

2.1.2 Actual hours dedicated by each member of the TEAM shall be discussed and agreed upon by all parties based on the needs of the PROGRAM and shall be agreed upon by the TEAM and OPM.

2.1.3 The successful TEAM shall be responsible for, but not limited to, the following:

2.1.3.1 Provide quality assurance services for PROGRAM;

2.1.3.2 Work with the OPM and other DMV staff to monitor the OPM team;

2.1.3.3 Monitor and report on the overall progress of the PROGRAM;

2.1.3.4 Monitor the PROGRAM budget;

2.1.3.5 Verify the PROGRAM contract deliverables;

2.1.3.6 Monitor the PROGRAM risk management process;

2.1.3.7 Identify potential project issues and possible corrective action;

2.1.3.8 Monitor the implementation of the solution (s);

2.1.3.9 Review PROGRAM plans and changes;

2.1.3.10 Monitor overall governance of the PROGRAM and PROGRAM vendors;

2.1.3.11 Participate in solution design and reviews;

2.1.3.12 Assist OPM with future utilization strategies;

2.1.3.13 Assist the OPM with guidance regarding technical aspects of PROGRAM;

2.1.3.14 Review standards for the DMV architecture;

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- 2.1.3.15 Provide expertise regarding PROGRAM technical matters;
  - 2.1.3.16 Review implementation architectures with the PROGRAM vendor;
  - 2.1.3.17 Assist OPM with validating the solution implementation plan;
  - 2.1.3.18 Help guide the technology life cycle management process;
  - 2.1.3.19 Review test plans; and
  - 2.1.3.20 Manage and help identify project and PROGRAM interdependencies.
- 2.1.4 Senior Advisor shall be responsible to, but not be limited to, substantially assist with the formal requirements and development of the request for proposal any solutions needed for the DTE; participate in PROGRAM design and reviews; assist OPM with future utilization strategies; assist the OPM with technical aspects of the PROGRAM; review standards for the DMV architecture; provide expertise regarding PROGRAM technical matters; review implementation architectures with PROGRAM vendor; assist OPM with validating the solution implementation plan and help guide the technology life cycle management process and participate in lessons learned sessions/meetings after successful implementation. Other related matters to ensure success of the PROGRAM.
- 2.1.5 Provide technical assistance to all PROGRAM stakeholders in the area of test plan development, execution of test plans, review of test plan results and integration and regression testing. Review all testing results, including but not limited to system testing, unit testing, user testing, regression testing and integration testing and report areas of risk and issues. Assist and supplement PROGRAM subject matter experts (SME) with performance of user acceptance testing (UAT) and integration testing as identified and needed by the OPM.
- 2.1.6 Identify and document overlaps and interdependencies within the PROGRAM team to outline how the disciplines will work together, how information will be shared and how decisions will be made to include the OPM for the best interest of the PROGRAM.

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2.1.7      Quality Assurance (QA) shall include, but not be limited to:

Apply a defined method and set of standards used to identify and report defects, problems or issues detected in QA reviews. The QA focus shall be directed at assessing the following areas of the PROGRAM including, but not necessarily limited to:

- 2.1.7.1      PROGRAM environment;
- 2.1.7.2      Expectations and Resources;
- 2.1.7.3      Technical approach;
- 2.1.7.4      PROGRAM schedule and budget management;
- 2.1.7.5      PROGRAM deliverables and documentation;
- 2.1.7.6      Quality Management Plan;
- 2.1.7.7      Communications (including, but not limited to reports);
- 2.1.7.8      PROGRAM leadership;
- 2.1.7.9      Executive commitment;
- 2.1.7.10     Risk tolerance;
- 2.1.7.11     PROGRAM controls;
- 2.1.7.12     Credibility and integrity; and
- 2.1.7.13     Lessons learned and documented best practices for future modernization success

2.1.8      Provide quality reviews, quality assurance and quality control audits throughout the duration of the PROGRAM on, but not limited to, the deliverables; test plans; documentation; business processes and procedures; data conversion; interfaces and transition.

2.1.9      Change Management shall include, but are not limited to:

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- 2.1.9.1 Coordinating, applying and tracking change management tools or activities to facilitate, design, analyze, develop and ensure successful implementation of the PROGRAM.
- 2.1.9.2 Generate and execute a “go live” checklist for outlined phases and final implementation. Monitor operations and identify risks and issues for resolution.
- 2.1.9.3 Create policy and action plans for achieving long-term strategic objectives and the desired outcomes of the PROGRAM stakeholders. This may include, but not be limited to:
  - A. Providing expertise and guidance with respect to change management initiatives that are necessary to achieve desired outcomes.
  - B. Coordinating the involvement of stakeholders to make informed decisions on a project.
  - C. Establishing and supporting a framework of analysis to support decision-making and advice on policy direction for major issues facing the PROGRAM.
  - D. Informing strategic planning processes to ensure delivery of strategies and initiatives are relevant and aligned with OPM and PROGRAM priorities.
  - E. Providing detailed analytics and/or data on best practices/trends to support possible course of action and make an informed decision.
  - F. Providing specific, clear and concise recommendations to the OPM to implement strategic plans, mitigate risks and ensure sustainable results after implementation.
  - G. Identifying any internal or external risks that would prevent the OPM from achieving its strategic objectives.

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H. Analyzing the potential consequences of strategic alternatives.

- 2.1.10 Develop and support the actions required before and during the implementation of the PROGRAM to obtain sustainable results. This includes identifying any areas that may require assistance from internal/external resources, tools needed to implement the solution, assessing a timeline, identifying key performance indicators, establishing a schedule for progress reviews, setting up a process for feedback/challenges faced and measuring actual results versus the plan and expected outcomes. This may include, but not be limited to:
  - 2.1.10.1 Working with stakeholders to develop their roles and responsibilities to achieve PROGRAM objectives.
  - 2.1.10.2 Outlining a process to ensure a successful implementation and evaluation of the strategic plan with measurable key performance-based indicators.
  - 2.1.10.3 Defining implementable goals to assess effectiveness and ensure the successful delivery of the PROGRAM.
  - 2.1.10.4 Monitoring implementation processes to ensure recommendations are followed.
  - 2.1.10.5 Re-examining strategic plan to ensure alignment with the OPM and / PROGRAM priority initiatives.
  - 2.1.10.6 Establishing mechanism for feedback, challenges faced and actions necessary to move forward.
  - 2.1.10.7 Identifying any performance gaps that can prevent a successful strategic plan.
  - 2.1.10.8 Recommending modifications and potential derivatives to the OPM, as needed.
  - 2.1.10.9 Supporting the implementation of strategies, innovation models, change management initiatives and other priority areas to improve the performance of the PROGRAM and ensure sustainability beyond the project end date.

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2.1.11 Change Impact and Readiness Strategy

- 2.1.11.1 Review the overall change and how it will impact all stakeholders; identifying and categorizing who and what will be affected, assess the degree of change occurring with stakeholders and describe the change.
- 2.1.11.2 Determine the size, scope, timing and complexity of the change effort; identify activities required to manage risk and resistance.
- 2.1.11.3 Develop and communicate a clear vision of the successful implementation of the PROGRAM - identify goals, objectives and success criteria to provide tangible, concrete, measurable and manageable goals that represent successful implementation of the PROGRAM.
- 2.1.11.4 Determine the key stakeholders and their ability to influence the successful implementation of the PROGRAM; capture information regarding motivations, expectations, concerns and attitudes toward the PROGRAM.
- 2.1.11.5 Assess the risks and likelihood of success to identify potential actions that promote progress toward successful implementation of the PROGRAM.

2.1.12 Formulate the Change Management Strategy

- 2.1.12.1 What, why, who, how, and when changes are taking place as a result of successful implementation of the PROGRAM.
- 2.1.12.2 Ensure stakeholders are aligned regarding the PROGRAM's expected value and benefits, initiation, progress, challenges, achievements, completion, etc.
- 2.1.12.3 Identify communication channels and messaging frequency; provide guiding principles for communication messages; simple, clear and summarize the essence of the change; communicate the right message through the right channels; using push/pull/interactive communications.

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- 2.1.12.4 Determining the best communication strategies (i.e. vertical/horizontal, verbal/non-verbal, informal/formal, oral/written, official/unofficial, internal/external).
- 2.1.12.5 Communication Governance and Review Process.
- 2.1.13 Stakeholder Engagement Strategy - identify an approach to ensure stakeholders can positively affect the overall success of the change are engaged in the change effort.
- 2.1.14 Measurement and Benefit Realization Strategy - define success criteria and measures to monitor whether the change is achieving its expected benefits and to adapt the change effect as needed; gauge the effectiveness of the change strategy, keep the change implementation on track, allow for course correction; assess the effectiveness of the strategy used to drive the change effort itself; monitor the achievement of the performance target; develop the process, data collection, and reporting requirements for each measure; assigning owners for each measure and target; determine when and how the measurement data will be collected, the reporting frequency, and how information will be shared; create an approach to address slippage or slow attainment of measure; align with reward strategies; establish timelines for addressing issues related to achieving the targets; communicate performance targets to the organization.
- 2.1.15 Project/PROGRAM Planning - Work closely with the business analysts and subject matter experts (SMEs) on documenting and reviewing current business processes and planning and implementing process redesign. Ensuring risks to the business are mitigated and impact to stakeholders, both internal and external, is minimized. Developing the strategies for managing organizational change and maximizing adoption. Identifying potential resistance to changes. Applying a change management process and tools to support the required changes.
- 2.1.16 Develop and implement change plans that meet the architecture/technology needs of the State. The successful plan will incorporate business priorities, strategies, goals, emerging technologies, industry trends and economic viability; examine issues and create change plans with a long-term perspective; generate ideas and critically evaluate future scenarios; apply external and internal factors to strategy development; consider long-term strategic impact in setting direction; ensure short-term goals support long term strategy.

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2.1.17 Project/PROGRAM Communication - Communicating regularly and effectively with all stakeholders, within the team, within the organization, and beyond, as detailed in the Communications Plan. Providing support for and reducing resistance to process adoption and buy-in. Effectively utilize various communications channels, such as, but not limited to:

2.1.17.1 Intranet;

2.1.17.2 Collaboration tools;

2.1.17.3 Newsletters;

2.1.17.4 Emails;

2.1.17.5 Social media;

2.1.17.6 Team meetings/face-to-face; and

2.1.17.7 On-line and phone conferencing

2.1.18 Develop and implement a communication plan detailing the organizational change to ensure employees/stakeholders are fully informed and aware of impending changes; promote the mission, vision, goals and operating model with a benefit framework that associates the adoption to change to successful project and PROGRAM delivery and implementation; foster a positive acceptance of change.

## **2.2 DELIVERABLES**

2.2.1 All deliverables shall be reviewed and approved the OPM designee and continually monitored and updated by the TEAM and OPM as necessary to ensure successful implementation of the PROGRAM. Approved and complete deliverables shall include, but not be limited to, the following elements, as applicable for the deliverables:

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- 2.2.1.1 Quality Metrics;
- 2.2.1.2 Data Gathering;
- 2.2.1.3 Root Cause Analysis;
- 2.2.1.4 Quality Control Measures;
- 2.2.1.5 Diagrams, Reports, Flowcharts;
- 2.2.1.6 Lessons Learned Register;
- 2.2.1.7 Alternatives Analysis;
- 2.2.1.8 Decision Analysis;
- 2.2.1.9 Quality Management Plan;
- 2.2.1.10 Quality Improvement Methods;
- 2.2.1.11 Onsite services for deliverables;
- 2.2.1.12 Communication Plan;
- 2.2.1.13 Value Benefit Analysis;
- 2.2.1.14 Align the proposed plan to PROGRAM vendor's plan;
- 2.2.1.15 Testimony at meetings or committees;
- 2.2.1.16 Change Management Plan; and
- 2.2.1.17 Risk Reports to mitigate issues.

**2.2.2 Deliverables, include, but are not limited to:**

Quality Management Plan that covers all phases and functions of the PROGRAM design, development and implementation and integration of the PROGRAM including, but not limited to these areas of focus:

- 2.2.2.1 Planning oversight;

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- 2.2.2.2 PROGRAM management;
- 2.2.2.3 Quality management;
- 2.2.2.4 Knowledge transfer;
- 2.2.2.5 Requirements management;
- 2.2.2.6 Operating environment;
- 2.2.2.7 Software development;
- 2.2.2.8 System and acceptance testing;
- 2.2.2.9 Data management (including conversion and interfaces);
- 2.2.2.10 Transition; and
- 2.2.2.11 Operations oversight.
- 2.2.3 “Go live” checklist for outlined phases and final implementation to include, but not be limited to, monitoring operations and identifying risks and issues for resolution.
- 2.2.4 Develop the Change Management Plan that will include, but not be limited to, required actions and baseline measures, expected benefits, role requirements, resources, activity schedule, risk and reflect the complexity and risk.
  - 2.2.4.1 Resource Plan: Define what resources (i.e. human, physical, and financial) will be necessary to implement the expected benefits.
  - 2.2.4.2 Stakeholder Engagement Plan: Establish activities and metrics that will help ensure stakeholders can make the changes and complete action items to promote successful implementation of the PROGRAM.
  - 2.2.4.3 Communication Plan: Identify internal and external stakeholders and outline provide an effective and comprehensive way to deliver information and obtain feedback as related to the PROGRAM. Information being delivered may include, but not be limited to:

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Communication Strategy, Current Communication Channels, Tools, and Methods, Key Messages, Learning and Development Strategy, PROGRAM Charter and Documentation, PROGRAM Schedule and Plan, Stakeholder Engagement Strategy, Transition Strategy, etc.

2.2.4.4 Learning and Development Plan: Identify and outline a training plan to address the needs and knowledge gaps of PROGRAM stakeholders to help ensure successful implementation of the PROGRAM.

2.2.4.5 Measurement and Benefit Realization Plan: Define and outline processes and actions to monitor and track progress on the PROGRAM's key performance indicators, identify potential mitigation strategies, etc. The plan shall include current baseline performance on key objectives and goals and track how those key indicators/objectives are affected during and throughout the implementation and provide valid and reliable data for tracking activity and effects on performance.

2.2.4.6 Sustainability Plan: Define and outline mechanisms for an approach to maintaining the new processes and achieving a day-to-day method of doing business once the PROGRAM becomes a way of working and business as usual.

2.2.5 Complete the Change Management Effort

2.2.5.1 Evaluate the Outcome Against the Objectives - evaluate the outcomes against the objectives; compare the outcomes of the change management effort against the change objectives set at the beginning of the change effort; compare the outcomes of the change management effort against PROGRAM objectives; document the outcome of the appropriate comparisons indicating that change efforts met objectives, failed to meet objectives, or exceeded objectives; review outcomes with designated stakeholders.

2.2.5.2 Design and Conduct Lessons Learned Evaluation and Provide Results to Establish Internal Best Practices to include, but not be limited to, collective feedback from stakeholders to document successes, record learning and

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share improvements for future potential PROGRAM changes.

## **2.3 PLAN REVIEWS**

The TEAM shall be required to review all planning documents for the OPM. These documents will provide guidance for the OPM during the PROGRAM and beyond with the TEAM ensuring the appropriateness of these documents. Documents for review may include, but not be limited, to:

### **2.3.1 Program Management Plan**

#### **2.3.1.1 Program Charter:**

- A. Communication Plan
- B. Risk Management Plan
- C. Quality Assurance Plan
- D. Change Management Plan
- E. Knowledge Transfer Plan
- F. Test Plan
- G. Implementation Plan
- H. Support Plan

## **2.4 REPORTS**

2.4.1 The TEAM shall be required to provide input for status reports, letters of intent, reports for IFC in accordance with the established schedule and containing all required data and other ad-hoc reports, (i.e. Legislative Counsel Bureau, Governor's Finance Office, etc.) as requested.

2.4.2 Quality Assurance Reports - The TEAM shall provide a monthly Quality Assurance Report (QAR) no later than the 10th of each month throughout the duration of the contract. Proposers should clearly identify their QA process, methodology for creating a baseline and monthly reporting processes. Further, proposer should acknowledge

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that plan reviews are included as a normal part of the QA process. QARs shall include, but not be limited to:

- 2.4.2.1 PROGRAM status summary.
  - 2.4.2.2 Quality Review of PROGRAM Operations (based on mutually agreed upon criterion mutually).
  - 2.4.2.3 Issue and Recommendation tracking.
  - 2.4.2.4 Plans reviewed during the reporting period (if any).
  - 2.4.2.5 Comparison to previous reporting period(s).
- 2.4.3 IFC Quarterly Reports - The TEAM shall work with the OPM to prepare quarterly reports for IFC as required. Reports shall be prepared in a timeframe and format established and approved by OPM to meet the requirements of IFC.
- 2.4.4 Ad-hoc Reports - The TEAM may be asked to provide ad-hoc reports at times during the project, as needed. Formatting, information required and timeframes for ad-hoc reports shall be determined on a case-by-case basis.

## ATTACHMENT AA – DMV NEGOTIATED/CLARIFYING ITEMS/FEE SCHEDULE

Management Technology Group, LLC DBA MTG Management Consultants, LLC and the Nevada Department of Motor Vehicles agree to the following contract negotiations/clarification:

- Phase 1 (December 9, 2020 to June 30, 2021) will consist of the Senior Advisor, Change Manager, and support through April then increasing the MTG team with Quality Assurance in preparation for full operations in fiscal years 2022 through 2025. The average planned effort for each position during this phase is shown in the table below, however the hours to be used **will not exceed** \$400,000 total.

		Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
SA	\$ 326	60	80	80	80	80	80	80
QA	\$ 263						24	80
CM	\$ 211	146	146	146	146	146	146	146
CPC	\$ 75	8	8	8	8	8	16	16

- COVID-19 Restrictions in Phase 1 – In the event that travel continues to be restricted due to COVID-19, MTG will credit the State the approximate amount shown, dependent on actual hours used, for travel cost savings during each calendar month where travel is restricted. This credit will be shown on MTG's invoice for the month as a cost reduction.

Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
\$ 2,598	\$ 3,318	\$ 3,318	\$ 3,318	\$ 3,318	\$ 4,158	\$ 6,118

- Phase 2 (July 1, 2021 to June 30, 2026) will consist of the Senior Advisor, Quality Assurance, two Change Managers, and support on a recurring monthly basis for the duration of the program. The average planned monthly effort is shown below.

Monthly Average Hourly Commitment	Hours Per Month	Hourly Rate
Senior Advisor	80	\$326
Quality Assurance	80	\$264
Change Manager	146	\$211
Change Manager	146	\$211
Content Production Center	10	\$75


- Phase 2 hours may involve more effort than shown, but costs **will not exceed** \$6,568,920 (July 1, 2021 to June 30, 2026).
- COVID-19 Restrictions in Phase 2 – In the event that travel is restricted due to COVID-19 during Phase 2, MTG will credit the State with approximately \$6,556.00 in travel cost savings, dependent on actual hours used, during each calendar month where travel is restricted. This credit will be shown on MTG's invoice for the month as a cost reduction.
- Contractor agrees to provide an invoice which includes a monthly status report. Details regarding deliverables addressed/completed and approximate hours per positions shall be included in the monthly status report with all travel dates/locations included in the month. Contractor agrees and understands the information in the monthly status report must be detailed enough to support, at a minimum, DMV's Legislative reporting requirement.



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: 775-684-0170 | Fax: 775-684-0188

*Purchasing Use Only:*

Approval #: 620.1001 

**REQUEST TO USE ANOTHER GOVERNMENTAL SOLICITATION**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1	<b>Agency Contact Information - Note: Approval notification will be sent to only the contact(s) listed below:</b>		
	<b>State Agency Name:</b>	<i>Motor Vehicles</i>	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Norma Santoyo, Administrator OPM</i>	<i>775-350-0259</i>	<i>nsantoyo@dmv.nv.gov</i>

2	<b>Vendor Information:</b>	
	<b>Identify Vendor:</b>	<i>Management Technology Group, LLC dba MTG Management Consulting, LLC</i>
	<b>Contact Name:</b>	<i>Robert E. Kaelin, Senior Partner, COO and CFO</i>
	<b>Complete Address:</b>	<i>810 Third Avenue, Suite 600 Seattle Washington 98104</i>
	<b>Telephone Number:</b>	<i>253-312-4651</i>
	<b>Email Address:</b>	<i>Rkaelin@mtgmc.com</i>

3	<b>State/Entity that Released the Solicitation &amp; Type of Solicitation. Must be Competitively Bid.</b>	
	<b>Type of Solicitation:</b>	<i>Request for Proposal # 65DPS – S1080</i>
	<b>Identify Original State/Entity:</b>	<i>State of Nevada Department of Public Safety</i>
	<b>Contact Name:</b>	<i>Heather Moon, Purchasing Officer</i>
	<b>Telephone Number:</b>	<i>775-684-0179</i>
	<b>Email Address:</b>	<i>hmoon@admin.nv.gov</i>

4	<b>Contract Dates: Your Contract Term Date Cannot Exceed Term Date of Original Contract.</b>				
	<b>Original Contract:</b>	<b>Start Date:</b>	<i>July 1, 2020</i>	<b>End Date:</b>	<i>June 30, 2026</i>
	<b>New Contract:</b>	<b>Start Date:</b>	<i>November 1, 2020</i>	<b>End Date:</b>	<i>June 30, 2026</i>


5	<b>Funding for this new contract:</b>	
	<b>State Appropriated:</b>	
	<b>Federal Funds:</b>	
	<b>Grant Funds:</b>	
	<b>Other (Explain):</b>	<i>DMV Technology Fee</i>

**Purchasing Use Only:**Approval #: **G20.1001 @**

6	Does the Scope of Work (SOW) in the original contract meet/exceed your needs?	Yes:	X	No:	
	To ensure such, requesting agency must request a copy of the State/entities Contract and SOW to be reviewed and approved by the agency's Deputy Attorney General (DAG). A copy of the Contract and written approval from the agency's DAG must be included with the request to the Purchasing Division.				
7	Did the agency receive awarded vendors permission to contract?	Yes:	X	No:	
	Written approval from the awarded vendor must accompany the agency's request/submission to the Purchasing Division.				
8	To ensure fair & reasonable pricing to the State, did the agency request a copy of the awarded vendors technical and cost proposals?	Yes:	X	No:	
	Copies of such must be included with submission to the Purchasing Division.				
9	Did the agency address any Federal Requirements associated with the contract?	Yes:	X	No:	
10	Is this vendor registered in <i>NevadaEPro</i> ?	Yes:	X	No:	
	Per Executive Order 2019-2, prior to entering into a contract with a vendor they must be registered in <i>NevadaEPro</i> .				
11	Is this vendor registered with the Nevada Secretary of State's Office?	Yes:	X	No:	
	Pursuant to NRS 76, prior to entering into a contract with a vendor they must obtain a Nevada Business License.				
12	Is a Business Associate Addendum or other agency specific form(s) required?	Yes:		No:	X
	If so, please include copies with submission to the Purchasing Division.				

<b>Purchasing Use Only:</b>	
Approval #:	620.10010

By signing below, I know and understand the contents of this request and attest that all statements are true and correct.

  
 \_\_\_\_\_  
 Agency Representative Initiating Request

Norma Santoyo, OPM Administrator  
 \_\_\_\_\_  
 Print Name of Agency Representative Initiating Request

10/02/2020  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Agency Head Authorizing Request

10/2/2020  
 \_\_\_\_\_

Julie Butler, Director  
 \_\_\_\_\_  
 Print Name of Agency Head Authorizing Request

10/02/2020  
 \_\_\_\_\_  
 Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NRS 333.475. 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 300.700(7), 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.

Approved by:

  
 \_\_\_\_\_  
 Administrator, Purchasing Division or Designee

10/27/2020  
 \_\_\_\_\_  
 Date

# LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
1.	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES		MEOW, LLC	\$407,748
	This lease is an extension of the existing lease.			
	<b>Term of Lease:</b>	<b>04/01/2021 – 03/31/2025</b>	<b>Located in Las Vegas</b>	
2.	DEPARTMENT OF BUSINESS AND INDUSTRY – DIVISION OF INDUSTRIAL RELATIONS		KIETZKE OFFICE COMPLEX, LLC	\$1,095,528
	This lease is an extension of the existing lease with additional tenant improvements.			
	<b>Term of Lease:</b>	<b>01/01/2021 – 12/31/2025</b>	<b>Located in Reno</b>	
3.	DEPARTMENT OF BUSINESS AND INDUSTRY – OFFICE OF THE LABOR COMMISSIONER		BLUNT TRAUMA, LLC	\$243,085
	This lease is an extension of the existing lease.			
	<b>Term of Lease:</b>	<b>11/01/2020 – 10/31/2025</b>	<b>Located in Carson City</b>	
4.	DEPARTMENT OF BUSINESS AND INDUSTRY – NEVADA REAL ESTATE DIVISION		BLUNT TRAUMA, LLC	\$305,515
	This lease is an extension of the existing lease.			
	<b>Term of Lease:</b>	<b>11/01/2020 – 10/31/2025</b>	<b>Located in Carson City</b>	
5.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS		SILVER SPRINGS STAGECOACH HOSPITAL DISTRICT	\$269,269
	This lease is an extension of the existing lease.			
	<b>Term of Lease:</b>	<b>02/01/2021 – 01/31/2026</b>	<b>Located in Silver Springs</b>	
6.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS		LANDER COUNTY	\$42,000
	This lease is an extension of the existing lease.			
	<b>Term of Lease:</b>	<b>02/01/2021 – 01/31/2023</b>	<b>Located in Battle Mountain</b>	
7.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH		CVV, LLC	\$298,366
	This lease is an extension of the existing lease.			
	<b>Term of Lease:</b>	<b>03/01/2021 – 02/28/2026</b>	<b>Located in Las Vegas</b>	

# LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
8.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES		GREENBRAE CENTER PARTNERS, LLC	\$770,283
		This lease is an extension of the existing lease.		
		<b>Term of Lease:</b>	<b>02/01/2021 – 01/31/2028</b>	<b>Located in Sparks</b>
9.	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL DIVISION		SARCOBATUS LAND, MINING, CATTLE COMPANY, LLC	\$117,960
		This lease is an extension of the existing lease.		
		<b>Term of Lease:</b>	<b>01/01/2021 – 12/31/2025</b>	<b>Located in Tonopah</b>

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:	11/9/20
Reviewed by:	11/10/20
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:

Department of Administration  
Enterprise IT Services  
100 North Stewart Street, Carson City, NV 89701  
Ann Scott  
T: 775.684.5859 F: 775.684.4324 E: annmscott@admin.nv.gov

Remarks:

This is a renewal of an existing lease.

Exceptions/Special notes:

2. Name of Lessor:

MEOW, LLC, a Nevada limited liability company

3. Address of Lessor:

c/o The Ribeiro Company  
195 East Reno Avenue  
Las Vegas, Nevada 89119

4. Property contact:

Dan Laliberte  
T: 702.798.1133 F: 702.798.2944 E: dan.laliberte@ribeirocorp.com

5. Address of Lease property:

6325 Harrison Drive, Suites 5, 6, & 7  
Las Vegas, Nevada 89120

a. Square Footage:

☒ Rentable  
☐ Usable 9,030 (Office of 1,830 square feet and warehouse of 7,200 square feet)

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Actual cost per square foot
\$ 7,883.00	12	\$ 94,596.00	April 1, 2021 - March 31, 2022	\$0.00	\$0.00	\$0.87
5% \$ 8,278.00	12	\$ 99,336.00	April 1, 2022 - March 31, 2023	\$0.00	\$0.00	\$0.92
5% \$ 8,692.00	12	\$ 104,304.00	April 1, 2023 - March 31, 2024	\$0.00	\$0.00	\$0.96
5% \$ 9,126.00	12	\$ 109,512.00	April 1, 2024 - March 31, 2025	\$0.00	\$0.00	\$1.01

Increase %

c. Total Lease Consideration:

48 \$ 407,748.00

d. Total Improvement Cost:

\$0.00

e. Option to renew:

☒ Yes ☐ No 365 Renewal terms: One (1) identical term

f. Holdover notice:

# of Days required 30 Holdover terms: 5%/90

g. Term:

Four (4) Years

h. Pass-thrus/CAM/Taxes

☒ Landlord ☐ Tenant

i. Utilities:

☒ Landlord ☐ Tenant

j. Janitorial:

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

k. Repairs:

Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

l. Comparable Area Market Rate Average:

\$1.35

m. Specific termination clause in lease:

Breach/Default lack of funding

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

1386, 1388

6. This lease constitutes:

- ☒ An extension of an existing lease  
☐ An addition to current facilities  
☐ A relocation  
☐ A new location  
☐ Remodeling only  
☐ Other

a. Estimated Expenses:

Moving: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

RECEIVED

OCT 28 2020

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

10/13/20  
Date

For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20121177805	Exp:	3/31/2021	
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 Contractor's 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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T27033199			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

8. 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

10/22/20  
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:	AS 11-12-20
Reviewed by:	BT 11/12/20
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Business and Industry Division of Industrial Relations 1830 College Parkway, Suite 100 Carson City, Nevada 89706 Vincent Milazzo T: 775.684.2987 F: 775.687.4040 E: Budd.Milazzo@business.nv.gov						
Remarks:	This is a renewal of an existing lease.						
Exceptions/Special notes:	Lessor provided a \$.02 decrease per square foot from the current rate. Lessor to install electronic keypad entry to the main OSHA entrance, main Mechanical Compliance entrance, and restrooms closest to SCATS. Lessor also to install awning for Division of Industrial Relations and change the hardware on the exit door in SCATS.						
2. Name of Lessor:	Kietzke Office Complex, LLC						
3. Address of Lessor:	4600 Kietzke Lane, Suite G-170 Reno, Nevada 89502						
4. Property contact:	Lorrie Desiderio T: 775.825.5311 F: 775.825.5396 E: lorrie@desprop.net						
5. Address of Lease property:	4600 Kietzke Lane, Suite E-141, E-144, E-147, F-150, F-151, F-153 Reno, Nevada 89502						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 13,042						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Actual cost per square foot
Increase %	\$ 17,867.54	12	\$ 214,410.48	January 1, 2021 - December 31, 2021	\$0.00	\$0.00	\$1.37
2%	\$ 18,258.80	12	\$ 219,105.60	January 1, 2022 - December 31, 2022	\$0.00	\$0.00	\$1.40
0%	\$ 18,258.80	12	\$ 219,105.60	January 1, 2023 - December 31, 2023	\$0.00	\$0.00	\$1.40
0%	\$ 18,258.80	12	\$ 219,105.60	January 1, 2024 - December 31, 2024	\$0.00	\$0.00	\$1.40
2%	\$ 18,650.06	12	\$ 223,800.72	January 1, 2025 - December 31, 2025	\$0.00	\$0.00	\$1.43
c. Total Lease Consideration:	60		\$ 1,095,528.00				
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		365	Renewal terms:	One (1) identical term		
f. Holdover notice:	# of Days required		30	Holdover terms:	5%/90		
g. Term:	Five (5) years						
h. Pass-thrus/CAM/T	<input checked="" type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant						
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
j. 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)						
k. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant		Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
l. Comparable Area Market Rate Average:	\$1.63						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	4680, 4682, 4685						
6. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input checked="" type="checkbox"/> An addition to current facilities <input type="checkbox"/> A relocation <input type="checkbox"/> A new location <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00		

RECEIVED

NOV - 3 2020


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  
10/22/20  
Date


For Public Works Information:

**7. State of Nevada Business License Information:**

a. Nevada Business ID Number:	NV20071118750	Exp:	8/31/2021	52
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 Contractor's 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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T27020158			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

**8. Compliance with NRS 331.110, Section 1, Paragraph 2:**

a. We have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. 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  
11/2/20  
Date

For Board of Examiner ☒ 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:	At 10/27/20
Reviewed by:	At 10/30/20
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Business and Industry Office of the Labor Commissioner 1830 East College Parkway, Suite 100 Carson City, Nevada 89706 Shannon Chambers T: 775.687.2450 E: Shannonchambers@business.nv.gov						
Remarks:	This is a renewal of an existing lease.						
Exceptions/Special notes:							
2. Name of Lessor:	Blunt Trauma, LLC et al						
3. Address of Lessor:	c/o Frederick Abruzzo 1717 Powell Street, San Francisco, California 94133						
4. Property contact:	NAI Alliance Marcus Clark 5345 Kietzke Lane, Suite 100 Reno, Nevada 89511 T: 775.366.4675 F: 775.336.4699 E: mclark@naialliance.com						
5. Address of Lease property:	1818 East College Parkway, Suite 102 Carson City, Nevada 89706						
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 2,453						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Approximate cost per square foot
Increase %	\$ 3,955.83	12	\$ 47,469.96	November 1, 2020 - October 31, 2021	\$0.00	\$0.00	\$1.61
2%	\$ 4,034.95	12	\$ 48,419.40	November 1, 2021 - October 31, 2022	\$0.00	\$0.00	\$1.64
0%	\$ 4,034.95	12	\$ 48,419.40	November 1, 2022 - October 31, 2023	\$0.00	\$0.00	\$1.64
2%	\$ 4,115.65	12	\$ 49,387.80	November 1, 2023 - October 31, 2024	\$0.00	\$0.00	\$1.68
0%	\$ 4,115.65	12	\$ 49,387.80	November 1, 2024 - October 31, 2025	\$0.00	\$0.00	\$1.68
c. Total Lease Consideration:	60		\$ 243,084.36				
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		365	Renewal terms:	One (1) identical term		
f. Holdover notice:	# of Days required		30	Holdover terms:	5%/90		
g. Term:	Five (5) years						
h. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
j. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)						
k. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
l. Comparable Area Market Rate Average:	\$1.76						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	3900						
6. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities <input type="checkbox"/> A relocation <input type="checkbox"/> A new location <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00		

RECEIVED

OCT - 5 2020


GOVERNOR'S FINANCE OFFICE  
BUDGET DIV

**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

 9/23/20  
Authorized Agency Signature Date

For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV 20181165430	Exp:	3/31/2021	8
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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T28028992			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

8. 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

 10/1/20  
Authorized Signature Date  
Public Works Division

For Board of Examiners ☒ YES ☐ NO

Steve Sisolak  
Governor



Laura Freed  
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

Date: November 17, 2020

To: Shauna Tilley, Budget Analyst

From: Leanne Lima, Public Works Division, Leasing Services  
llima@admin.nv.gov 775-684-1824

Subject: For placement on December's BOE meeting

Projected BOE Date: November 10, 2020

BOE Deadline Date: October 6, 2020

Lessor: BLUNT TRAUMA, LLC  
Tenant: Department of Business and Industry, Labor Commission  
Property Location: 1818 East College Parkway, Suite 102, Carson City

As requested, this memo is a clarification for a retroactive start date of November 1, 2020 for the lease dated August 24, 2020.

Leases require signatures from the Lessor, the Tenant (program Administrator and Director), the Attorney General's office, and the Administrator of Public Works prior to submittal and final execution of the lease at the Board of Examiner's meeting.

Each signer has their own review process which can cause a delay from the date the lease is prepared, to submission for BOE. If a review from a party takes over two weeks, it will delay the process, COVID-19 protocols may have also delayed the signature process.

Thank you,

*Leanne Lima*

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:	AB/10/21/20
Reviewed by:	AL 10/22/20
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:

Department of Business and Industry  
Nevada Real Estate Division  
1830 East College Parkway, Suite 100  
Carson City, Nevada 89706  
Sharath Chandra  
T: 702.486.4034 F: 775.687.4868 E: schandra@red.nv.gov

Remarks:

This is a renewal of an existing lease.

Exceptions/Special notes:

2. Name of Lessor:

Blunt Trauma, LLC et al

3. Address of Lessor:

c/o Frederick Abruzzo  
1717 Powell Street, San Francisco, California 94133

4. Property contact:

NAI Alliance  
Marcus Clark  
5345 Kietzke Lane, Suite 100  
Reno, Nevada 89511  
T: 775.366.4675 F: 775.336.4699 E: mclark@naiallince.com

5. Address of Lease property:

1818 East College Parkway, Suite 110  
Carson City, Nevada 89706

a. Square Footage:

☒ Rentable  
☐ Usable 3,084

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Approximate cost per square foot
\$ 4,971.80	12	\$ 59,661.60	November 1, 2020 - October 31, 2021	\$0.00	\$0.00	\$1.61
2% \$ 5,071.23	12	\$ 60,854.76	November 1, 2021 - October 31, 2022	\$0.00	\$0.00	\$1.64
0% \$ 5,071.23	12	\$ 60,854.76	November 1, 2022 - October 31, 2023	\$0.00	\$0.00	\$1.64
2% \$ 5,172.66	12	\$ 62,071.92	November 1, 2023 - October 31, 2024	\$0.00	\$0.00	\$1.68
0% \$ 5,172.66	12	\$ 62,071.92	November 1, 2024 - October 31, 2025	\$0.00	\$0.00	\$1.68

Increase %

2%

0%

2%

0%

c. Total Lease Consideration:

60 \$ 305,514.96

d. Total Improvement Cost:

\$0.00

e. Option to renew:

☒ Yes ☐ No 365 Renewal terms: One (1) identical term

f. Holdover notice:

# of Days required 30 Holdover terms: 5%/90

g. Term:

Five (5) years

h. Pass-thrus/CAM/Taxes

☒ Landlord ☐ Tenant

i. Utilities:

☒ Landlord ☐ Tenant

j. Janitorial:

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

k. Repairs:

Major: ☐ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

l. Comparable Area Market Rate Average:

\$1.76

m. Specific termination clause in lease:

Breach/Default lack of funding

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

3820/3823

6. This lease constitutes:

- ☒ An extension of an existing lease  
☐ An addition to current facilities  
☐ A relocation  
☐ A new location  
☐ Remodeling only  
☐ Other

a. Estimated Expenses:

Moving: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

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OCT - 5 2020

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 ☐ Doc Unit \_\_\_\_\_

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

  
Authorized Agency Signature

9/23/20  
Date

For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV 20161165430	Exp:	3/31/2021	
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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T29026992			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

8. 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

10/1/20  
Date

For Board of Examiners ☒ YES ☐ NO

Steve Sisolak  
Governor



Laura Freed  
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

Date: November 17, 2020

To: Shauna Tilley, Budget Analyst

From: Leanne Lima, Public Works Division, Leasing Services  
llima@admin.nv.gov 775-684-1824

Subject: For placement on December's BOE agenda

Projected BOE Date: November 10, 2020

BOE Deadline Date: October 6, 2020

Lessor: BLUNT TRAUMA, LLC  
Tenant: Department of Business and Industry, Real Estate Division  
Property Location: 1818 East College Parkway, Suite 110, Carson City

As requested, this memo is a clarification for a retroactive start date of November 1, 2020 for the lease dated August 24, 2020.

Leases require signatures from the Lessor, the Tenant (program Administrator and Director), the Attorney General's office, and the Administrator of Public Works prior to submittal and final execution of the lease at the Board of Examiner's meeting.

Each signer has their own review process which can cause a delay from the date the lease is prepared, to submission for BOE. If a review from a party takes over two weeks, it will delay the process, COVID-19 protocols may have also delayed the signature process.

Thank you,

*Leanne Lima*

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> 11/13/2020
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Health and Human Services Division of Public and Behavioral Health, Rural Clinics 4150 Technology Way, Third floor Carson City, Nevada 89706 Tessa Grundy T: 775.684.5915 F: 775.684.4211 E: contractunit@health.nv.gov						
Remarks:	This is a renewal of a current lease.						
Exceptions/Special notes:	Lessor has agreed to a reduced rate, creating a savings of \$835.32 in the first year. 2-day janitorial services and paper products included.						
2. Name of Lessor:	Silver Springs Stagecoach Hospital District						
3. Address of Lessor:	3595 Highway 50 West, Suite 4, P.O. Box 567 Silver Springs, Nevada 89429						
4. Property contact:	Vanessa Stuart T: 775.577.2700 F: 775.577.2722 E: office@ssshd.org						
5. Address of Lease property:	Lahontan Medical Center 3595 Highway 50 West Silver Springs, Nevada 89429						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 2,976						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improvement cost per square foot	Base Rent cost per square foot	Actual cost per square foot
Increase %	\$ 4,464.00	12	\$ 53,568.00	February 1, 2021 - January 31, 2022	\$0.00	\$0.00	\$1.50
0%	\$ 4,464.00	12	\$ 53,568.00	February 1, 2022 - January 31, 2023	\$0.00	\$0.00	\$1.50
1%	\$ 4,493.76	12	\$ 53,925.12	February 1, 2023 - January 31, 2024	\$0.00	\$0.00	\$1.51
0%	\$ 4,493.76	12	\$ 53,925.12	February 1, 2024 - January 31, 2025	\$0.00	\$0.00	\$1.51
1%	\$ 4,523.52	12	\$ 54,282.24	February 1, 2025 - January 31, 2026	\$0.00	\$0.00	\$1.52
c. Total Lease Consideration:	60		\$ 269,268.48				
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		365	Renewal terms:	One (1) identical term		
f. Holdover notice:	# of Days required		30	Holdover terms:	5%/90		
g. Term:	Five (5) years						
h. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
j. 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)			
k. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant		Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
l. Comparable Area Market Rate Average:	None available						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	3648						
6. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities <input type="checkbox"/> A relocation <input type="checkbox"/> A new location <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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NOV 12 2020  
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

 10/15/20  
Authorized Agency Signature Date

For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	Entity #: MIS3147-1986	Exp:		9
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 Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T40156600A			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	

8. 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

 11/11/20  
Authorized Signature Date  
Public Works Division

☒ 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>[Signature]</i> 11-13-20
Reviewed by:	<i>[Signature]</i> 11/13/20
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:

Department of Health and Human Services  
Division of Public and Behavioral Health, Rural Clinics  
4150 Technology Way, Third Floor  
Carson City, Nevada 89706  
Tessa Grundy  
T: 775.684.5915 F: 775.684.4211 E: contractunit@health.nv.gov

Remarks:

This is a renewal of an existing lease.

Exceptions/Special notes:

Lander County to continue allowing the Agency to co-locate in order to more effectively provide services to the local community.

2. Name of Lessor:

Lander County

3. Address of Lessor:

50 State Route 305 South  
Battle Mountain, Nevada 89820

4. Property contact:

Bert Ramos  
T: 775.635.5595 F: 775.635.3334 E: bramos@landercountynv.org

5. Address of Lease property:

825 North 2nd Street  
Battle Mountain, Nevada 89820

a. Square Footage:

☐ Rentable  
☒ Usable 2,794

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Approximate cost per square foot
\$ 1,750.00	12	\$ 21,000.00	February 1, 2021 - January 31, 2022	\$0.00	\$0.00	\$0.63
0% \$ 1,750.00	12	\$ 21,000.00	February 1, 2022 - January 31, 2023	\$0.00	\$0.00	\$0.63

c. Total Lease Consideration:

24 \$ 42,000.00

d. Total Improvement Cost:

\$0.00

e. Option to renew:

☐ Yes ☒ No 0 Renewal terms: NONE

f. Holdover notice:

# of Days required 30 Holdover terms: 5% / 90

g. Term:

Two (2) years

h. Pass-thrus/CAM/Taxes

☒ Landlord ☐ Tenant

i. Utilities:

☐ Landlord ☒ Tenant

j. Janitorial:

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

k. Repairs:

Major: ☐ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant

l. Comparable Area Market Rate Average:

None available

m. Specific termination clause in lease:

Breach/Default lack of funding

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

3648

6. Purpose of the lease:

To house the Division of Public and Behavioral Health/Rural Clinics

7. This lease constitutes:

- ☒ An extension of an existing lease
- ☐ An addition to current facilities
- ☐ A relocation
- ☐ A new location
- ☐ Remodeling only
- ☐ Other

a. Estimated Expenses:

Moving: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

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NOV 12 2020  
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  
\_\_\_\_\_

[Signature] 10/29/20  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	Exempt	Exp:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:		<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
c. Is the Contractor Exempt from obtaining a Business License:				
*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 Office?		<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T40262000			
h. Is this an Arms Length Transaction		<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

[Signature] 11/11/20  
Authorized Signature Date  
Public Works Division

[Signature]  
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>Jason F. State 10/23/20</i>
Reviewed by:	<i>State 10/23/20</i>
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Health and Human Services Division of Public and Behavioral Health 4150 Technology Way Carson City, Nevada 89706 Tessa Grundy T: 775.684.5915 F: 775.684.4211 E: contractunit@health.nv.gov						
Remarks:	This is a renewal of a current lease						
Exceptions/Special notes:	This lease was negotiated at a reduced rate, which created a savings of \$4,182.36 in the first year.						
2. Name of Lessor:	CVV, LLC						
3. Address of Lessor:	c/o MDL Group 5960 South Jones Boulevard Las Vegas, Nevada 89118						
4. Property contact:	Bonnie Densmore T: 702.388.1800 F: 702.388.1010 E: bdensmore@mdlgroup.com						
5. Address of Lease property:	3811 West Charleston Boulevard, Suite 210 Las Vegas, Nevada 89102						
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 2,681						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Approximate cost per square foot
Increase %	\$ 4,825.80	12	\$ 57,909.60	March 1, 2021 - February 28, 2022	\$0.00	\$0.00	\$1.80
1.5%	\$ 4,898.19	12	\$ 58,778.28	March 1, 2022 - February 28, 2023	\$0.00	\$0.00	\$1.83
1.5%	\$ 4,971.66	12	\$ 59,659.92	March 1, 2023 - February 29, 2024	\$0.00	\$0.00	\$1.85
1.5%	\$ 5,046.23	12	\$ 60,554.76	March 1, 2024 - February 28, 2025	\$0.00	\$0.00	\$1.88
1.5%	\$ 5,121.93	12	\$ 61,463.16	March 1, 2025 - February 28, 2026	\$0.00	\$0.00	\$1.91
c. Total Lease Consideration:	60		\$ 298,365.72				
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		365	Renewal terms:	One (1) identical term		
f. Holdover notice:	# of Days required		30	Holdover terms:	5%/90		
g. Term:	Five (5) years						
h. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
j. 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)						
k. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
l. Comparable Area Market Rate Average:	\$2.27						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	3149						
6. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities <input type="checkbox"/> A relocation <input type="checkbox"/> A new location <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00		

RECEIVED

OCT 22 2020


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

10/7/20  
\_\_\_\_\_  
Date

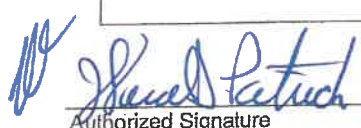
For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20181605314	Exp:	8/31/2021	15
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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T29041383			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

8. 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

10/21/20  
\_\_\_\_\_  
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>[Signature]</i>
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 Patrick Smorra T: 775.684.0652 F: 775.684.0646 E: pxsmorra@dwss.nv.gov						
Remarks:	This is a renewal of a current lease.						
Exceptions/Special notes:	This lease was negotiated at a reduced rate, creating a savings of \$6,555.60 in the first year. Tenant improvement to consist of: build a pony wall, move furniture and cubicles, new cypher lock, flooring throughout space, strip and wax VCT.						
2. Name of Lessor:	Greenbrae Center Partners, LLC						
3. Address of Lessor:	c/o 1st Commercial Realty Group, Inc. 2009 Porterfield Way, Suite P Upland, California 91786						
4. Property contact:	Nevada Commercial Services 1475 Terminal Way, Suite A Reno, NV 89502 Jennifer Vogt Phone: 775.851.3666 Fax: 775.851.3667 Email: jvogt@ncsreno.com						
5. Address of Lease property:	630 Greenbrae Drive Sparks, Nevada 89431						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 5,463						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Actual cost per square foot
Increase %	\$ 8,959.32	12	\$ 107,511.84	February 1, 2021 - January 31, 2022	\$0.0265	\$1.61	\$1.64
0.0%	\$ 8,959.32	12	\$ 107,511.84	February 1, 2022 - January 31, 2023	\$0.0265	\$1.61	\$1.64
1.8%	\$ 9,123.21	12	\$ 109,478.52	February 1, 2023 - January 31, 2024	\$0.0265	\$1.64	\$1.67
0.0%	\$ 9,123.21	12	\$ 109,478.52	February 1, 2024 - January 31, 2025	\$0.0265	\$1.64	\$1.67
1.8%	\$ 9,287.10	12	\$ 111,445.20	February 1, 2025 - January 31, 2026	\$0.0265	\$1.67	\$1.70
0.0%	\$ 9,287.10	12	\$ 111,445.20	February 1, 2026 - January 31, 2027	\$0.0265	\$1.67	\$1.70
1.8%	\$ 9,450.99	12	\$ 113,411.88	February 1, 2027 - January 31, 2028	\$0.0265	\$1.70	\$1.73
c. Total Lease Consideration:	84	\$ 770,283.00					
d. Total Improvement Cost:					\$ 22,265.00		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		365	Renewal terms:	One (1) identical term		
f. Holdover notice:	# of Days required		30	Holdover terms:	5% / 90		
g. Term:	Seven (7) years						
h. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
j. 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)		
k. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant		Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
l. Comparable Area Market Rate Average:	\$2.03						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	3233						
6. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities <input type="checkbox"/> A relocation <input type="checkbox"/> A new location <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00	Furnishings: \$0.00	Data/Phones: \$0.00				

RESERVED  
NOV 12 2020  
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

 11/3/2020  
\_\_\_\_\_  
Authorized Agency Signature Date

For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20151469667	Exp:	8/31/2020	40
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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T29037190			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

8. 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

 11/11/20  
\_\_\_\_\_  
Authorized Signature Date  
Public Works Division

✓ jz  
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>[Signature]</i>
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Highway Patrol Division 555 Wright Way Carson City, Nevada 89711 Charlene Boegle T: 775.684.4698 F: 775.684.4809 E: c.boegle@dps.state.nv.us						
Remarks:	This is a renewal of an existing lease.						
Exceptions/Special notes:							
2. Name of Lessor:	Sarcobatus Land, Mining, Cattle Company, LLC						
3. Address of Lessor:	P.O. Box 1452 Tonopah, Nevada 89049						
4. Property contact:	Jim Marsh T: 775.482.9777 F: 775.482.5807 E: jim@jmc.lvcoxmail.com						
5. Address of Lease property:	1137 South Main Street, Suites A3 and B3 Tonopah, Nevada 89049						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 2,055						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Improve-ment cost per square foot	Base Rent cost per square foot	Approxima-te cost per square foot
Increase %	\$ 1,890.00	12	\$ 22,680.00	January 1, 2021 - December 31, 2021	\$0.00	\$0.00	\$0.92
2%	\$ 1,925.00	12	\$ 23,100.00	January 1, 2022 - December 31, 2022	\$0.00	\$0.00	\$0.94
2%	\$ 1,970.00	12	\$ 23,640.00	January 1, 2023 - December 31, 2023	\$0.00	\$0.00	\$0.96
2%	\$ 2,005.00	12	\$ 24,060.00	January 1, 2024 - December 31, 2024	\$0.00	\$0.00	\$0.98
2%	\$ 2,040.00	12	\$ 24,480.00	January 1, 2025 - December 31, 2025	\$0.00	\$0.00	\$0.99
c. Total Lease Consideration:	60	\$	117,960.00				
d. Total Improvement Cost:					\$0.00		
e. Option to renew:	<input type="checkbox"/> Yes <input type="checkbox"/> No		365	Renewal terms:	One (1) identical term		
f. Holdover notice:	# of Days required		30	Holdover terms:	5%/90		
g. Term:	Five (5) years						
h. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
j. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input checked="" type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)						
k. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant						
l. Comparable Area Market Rate Average:	None available						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	4713						
6. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities <input type="checkbox"/> A relocation <input type="checkbox"/> A new location <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00	Furnishings: \$0.00	Data/Phones: \$0.00				

RECEIVED

NOV - 2 2020

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. Hartline 047 10/14/20  
Authorized Agency Signature Date

For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19971024229	Exp:	6/30/2021	5
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 Contractor's 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 Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	T81098239			
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO

8. 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

W. Hardin Patrick 11/2/20  
Authorized Signature Date  
Public Works Division

W iz  
For Board of Examiners ☒ YES ☐ NO

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	GARRETT GROUP CONSULTING, INC. DBA GARRET GROUP, LLC	OTHER: REGULATORY ASSESSMENTS	\$271,875	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides ongoing professional services as an expert witness in the field of economics in analyzing revenue requirements for general rate applications of electric, natural gas and water utilities and perform other tasks. This amendment extends the termination date from June 09, 2022 to June 10, 2024 and increases the maximum amount from \$165,000 to \$436,875 due to the continued need for these services.				
	Term of Contract:	06/09/2020 - 06/10/2024		Contract # 23152		
2.	060	CONTROLLERS OFFICE - DEBT RECOVERY ACCOUNT	ACCOUNT CONTROL TECHNOLOGY, INC.	FEE: COLLECTION	\$300,000	
	Contract Description:	This is a new contract to provide ongoing debt collection services.				
	Term of Contract:	Upon Approval - 12/31/2025		Contract # 23669		
3.	060	CONTROLLERS OFFICE - DEBT RECOVERY ACCOUNT	COLLECTO, INC. DBA EOS CCA	FEE: COLLECTION	\$300,000	
	Contract Description:	This is a new contract to provide ongoing debt collection services.				
	Term of Contract:	Upon Approval - 12/31/2025		Contract # 23673		
4.	060	CONTROLLERS OFFICE - DEBT RECOVERY ACCOUNT	GENERAL REVENUE CORPORATION	FEE: COLLECTION	\$300,000	
	Contract Description:	This is a new contract to provide ongoing debt collection services.				
	Term of Contract:	Upon Approval - 12/31/2025		Contract # 23671		
5.	060	CONTROLLERS OFFICE - DEBT RECOVERY ACCOUNT	PENN CREDIT CORPORATION	FEE: COLLECTION	\$300,000	
	Contract Description:	This is a new contract to provide ongoing debt collection services.				
	Term of Contract:	Upon Approval - 12/31/2025		Contract # 23670		
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	SUMMERSCAPE, LLC	OTHER: BUILDING RENTS	\$190,753	
	Contract Description:	This is a new contract to provide ongoing snow removal for state-owned buildings in Reno.				
	Term of Contract:	Upon Approval - 11/30/2024		Contract # 23702		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	Q&D CONSTRUCTION, INC.	BONDS	(\$1,720,574)	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides owner Construction Manager at Risk Guaranteed Maximum Price services for the Northern Nevada Correctional Center Americans with Disabilities Act Retrofit CIP project: CIP Project No. 17-C01; SPWD Contract No. 1114963 This amendment decreases the maximum amount from \$9,648,736.00 to \$7,928,161.97 due to the return of the Owner's Contingency.				
	Term of Contract:	12/12/2017 - 06/30/2021		Contract # 19442		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	PAUL CAVIN ARCHITECT, LLC	BONDS	\$75,000	Professional Service
	Contract Description:	This is a new contract to provide professional Architecture / Engineering Services for the Northern Nevada Correctional Center - Housing Units 3 & 4 and Guard Towers 1-4 Roof Replacement CIP project, which includes project general conditions and technical specifications, design development and 100% construction documents for the roof replacements: CIP Project No. 19-S01-8; SPWD Contract No. 113739.				
	Term of Contract:	Upon Approval - 06/30/2023		Contract # 23698		
9.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	KENNY GUINN CENTER FOR POLICY PRIORITIES	FEDERAL	\$250,000	
	Contract Description:	This is a new contract to provide a comprehensive study to identify the effects of COVID-19 on the state's behavioral health system. The result of the report will recommend immediate improvements to increase capacity and quality of care through a demand assessment, gap analysis, financial analysis and evaluation for possible new behavioral health facilities and delivery models necessary to respond to the effects of COVID-19. <b>THIS CONTRACT IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53464.</b>				
	Term of Contract:	11/04/2020 - 12/30/2020		Contract # 23738		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.	FEDERAL	\$31,000,000	Exempt
	Contract Description:	This is the first amendment to the original contract which provides services to facilitate the review and ranking of applications and processing of grant payment for relief under the Coronavirus Aid, Relief, and Economic Security Act, through the Nevada COVID-19 Emergency Small Business Recovery Grant Program. This amendment extends the termination date from December 30, 2020 to January 31, 2021 and increases the maximum amount from \$20,000,000 to \$51,000,000 due to the continued need for these services.				
	Term of Contract:	10/13/2020 - 01/31/2021	Contract # 23593			
11.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.	FEDERAL	(\$10,000,00)	Exempt
	Contract Description:	This is the second amendment to the original contract which provides ongoing services to facilitate the review and ranking of applications and processing payments to awardees of the Commercial Rental Assistance Grant Program. This amendment reduces the maximum amount from \$20,000,000 to \$10,000,000 due to a less than expected number of eligible applicants in this relief program.				
	Term of Contract:	08/01/2020 - 12/30/2020	Contract # 23438			
12.	240	DEPARTMENT OF VETERANS SERVICES - SOUTHERN NEVADA VETERANS HOME ACCOUNT	HEALTHCARE SERVICES GROUP	GENERAL 1.5% OTHER: PRIVATE/COUNTY/ CEMETERY INTERMENT FEES 34.5% FEDERAL 64%	\$2,509,191	
	Contract Description:	This is a new contract to provide ongoing housekeeping, laundry services and cleaning services to the southern home and cemetery. <b>THIS CONTRACT IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53259.</b>				
	Term of Contract:	12/01/2020 - 11/30/2024	Contract # 23690			
13.	240	DEPARTMENT OF VETERANS SERVICES - SOUTHERN NEVADA VETERANS HOME ACCOUNT	MASTERPIECE CUISINE	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$5,900,000	
	Contract Description:	This is a new contract to provide ongoing food and dietary services. <b>THIS CONTRACT IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53259.</b>				
	Term of Contract:	01/01/2021 - 12/31/2024	Contract # 23727			
14.	300	DEPARTMENT OF EDUCATION – GEAR UP	TWDI, LLC	FEDERAL	\$260,000	Sole Source
	Contract Description:	This is a new contract to provide modernization and maintenance services for the Nevada Gaining Early Awareness and Readiness for Undergraduate Program's database application including aggregation of program data and preparation of reports for federal oversight and internal evaluations.				
	Term of Contract:	01/01/2021 - 12/31/2024	Contract # 23697			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	300	DEPARTMENT OF EDUCATION - CONTINUING EDUCATION	AMERICAN INSTITUTES FOR RESEARCH	FEDERAL	\$1,342,000	
	Contract Description:	This is the second amendment to the original contract which provides professional development for adult education programs throughout the state. This amendment extends the termination date from June 30, 2021 to June 30, 2023 and increases the maximum amount from \$2,430,000 to \$3,772,000 due to the continued need for these services.				
		Term of Contract:	09/12/2017 - 06/30/2023	Contract # 19100		
16.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT (IDEA)	SPECIAL EDUCATION LAW ASSOCIATES, LLC	FEDERAL	\$500,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing legal assistance for special education alternative dispute resolution in accordance with federal and state laws and regulations.				
		Term of Contract:	01/01/2021 - 12/31/2022	Contract # 23642		
17.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - STATE LIBRARY	HEADED2, LLC	FEDERAL	\$125,000	Sole Source
	Contract Description:	This is a new contract to provide a post-secondary education database that will augment career exploration, planning information and resources available in the Nevada CareerExplorer navigation system.				
		Term of Contract:	Upon Approval - 06/30/2021	Contract # 23652		
18.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - FEDERAL PROGRAMS AND ADMINISTRATION	WELLSKY CORPORATION	GENERAL 54% FEDERAL 46%	\$9,049,277	
	Contract Description:	This is a new service agreement under statewide contract #23381, which provides Cloud Services. This service agreement is for cloud solution products and licenses.				
		Term of Contract:	01/01/2021 - 06/30/2025	Contract # 23722		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO UNIVERSITY OF NEVADA, RENO	GENERAL	\$147,788	Exempt
	Contract Description:	This is a new interlocal agreement to provide behavior analysis services that will assist clients to remain in their homes in the community instead of institutional placement.				
		Term of Contract:	01/01/2021 - 06/30/2021	Contract # 23520		
20.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	PUBLIC CONSULTING GROUP, INC.	GENERAL 50% FEDERAL 50%	\$348,338	Sole Source
	Contract Description:	This is a new contract to provide ongoing services for AlloCAP Access-based software and support.				
		Term of Contract:	Upon Approval - 10/31/2023	Contract # 23451		
21.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	PUBLIC KNOWLEDGE, LLC	OTHER: DRUG TRANSPARENCY FINES 10% FEDERAL 90%	\$216,000	
	Contract Description:	This is a new service agreement under statewide contract #23410 to provide procurement of acquisition support services. This service agreement will provide the development of the Pharmacy Benefit Manager Request for Proposal. <b>THIS IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53183.</b>				
		Term of Contract:	Upon Approval - 06/30/2021	Contract # 23681		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH – PUBLIC HEALTH PREPAREDNESS PROGRAM	MONEY MANAGEMENT INTERNATIONAL, INC.	FEDERAL	\$66,813	
	Contract Description:	This is the first amendment to the original contract which provides continuing call coverage and web maintenance in response to the COVID-19 Pandemic utilizing the Nevada 2-1-1 call-in center and Nevada's Coronavirus hotline. This amendment extends the termination date from December 23, 2020 to March 15, 2021 and increases the maximum amount from \$75,139.46 to \$141,952.95 due to the increased need for these services				
	Term of Contract:	09/30/2020 - 03/15/2021	Contract # 23639			
23.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES - CHILDREN, YOUTH AND FAMILY ADMINISTRATION	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO UNIVERSITY OF NEVADA, RENO, SCHOOL OF SOCIAL WORK	GENERAL 34% FEDERAL 66%	\$2,162,700	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing development of a Nevada child welfare training infrastructure and an intensive quality training and professional development system for undergraduate and graduate social work students.				
	Term of Contract:	01/01/2021 - 06/30/2023	Contract # 23176			
24.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	PRESTON MANAGEMENT & ORGANIZATIONAL CONSULTING	FEDERAL	\$77,140	Sole Source
	Contract Description:	This is the first amendment to the original contract to provide phase 2 of the evaluation of the Foster Kinship program. This amendment extends the termination date from December 31, 2020 to December 31, 2021 and increases the maximum amount from \$80,000 to \$157,140 due to the continued need for these services.				
	Term of Contract:	04/15/2020 - 12/31/2021	Contract # 22891			
25.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	ADVANCED BIOMEDICAL & IMAGING	GENERAL	\$294,069	
	Contract Description:	This is a new contract to provide ongoing medical equipment preventative maintenance services and electrical safety checks for equipment located in correctional facilities statewide.				
	Term of Contract:	01/01/2021 - 12/31/2024	Contract # 23699			

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	STREICHERS, INC.	GENERAL 20% HIGHWAY 80%	\$750,570	
	Contract Description:	This is a new contract to provide uniforms to sworn officers.				
		Term of Contract:	Upon Approval - 12/31/2025	Contract # 23707		
27.	655	DEPARTMENT OF PUBLIC SAFETY - CENTRAL REPOSITORY FOR NEVADA RECORDS OF CRIMINAL HISTORY	IDEMIA IDENTITY & SECURITY USA, LLC	FEE: FINGERPRINT FEES	\$214,644	Sole Source
	Contract Description:	This is the seventh amendment to the original contract which provides ongoing maintenance, repair and replacement of the LiveScan fingerprint machines in various law enforcement agencies throughout Nevada. This amendment increases the maximum amount from \$1,759,056.24 to \$1,973,700.24 due to the need for the scheduled replacement of machines.				
		Term of Contract:	07/01/2011 - 06/30/2022	Contract # 13175		
28.	658	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY PLAN AND ADMINISTRATION	TYLER TECHNOLOGIES, INC.	FEDERAL	\$4,000,000	
	Contract Description:	This is a new contract to provide ongoing software support, maintenance and hosting of the electronic Citation and Accident Report System. <b>THIS CONTRACT IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53300.</b>				
		Term of Contract:	10/01/2020 - 09/30/2024	Contract # 23637		
29.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE PARKS	HALEY SHARPE DESIGN	BONDS	\$59,685	
	Contract Description:	This is the third amendment to the original contract which provides exhibit planning and design services to include project scoping, conceptual design, schematic design and vision documentation for the Ice Age Fossils State Park. This amendment extends the termination date from December 21, 2020 to March 1, 2022 and increases the maximum amount from \$657,176.00 to \$716,860.71 due to the continued need for these services and to update the scope of work to include revisions to the landscape wall and soundscape, theater show and management of the video production.				
		Term of Contract:	03/13/2018 - 03/01/2022	Contract # 19693		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
30.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – WATER RESOURCES	GANNETT FLEMING, INC.	GENERAL	\$424,341	
	Contract Description:	This is the second amendment to the original contract which provides professional engineering services for the safe management of the South Fork Dam. This amendment increases the maximum amount from \$115,000 to \$539,341 to complete Phase 2 of the project.				
		Term of Contract:	07/09/2019 - 07/01/2023	Contract # 22013		
31.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS - PROTECT LAKE TAHOE- NON-EXEC	DESIGN WORKSHOP, INC.	BONDS	\$236,720	
	Contract Description:	This is the first amendment to the original contract which provides design development, construction documentation and construction observation of the Spooner Front Country Recreational improvement project. This amendment extends the termination date from December 31, 2020 to June 30, 2023 and increases the maximum amount from \$562,226 to \$798,946 due to the continued need for these services.				
		Term of Contract:	11/14/2017 - 06/30/2023	Contract # 19350		
32.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE INSOLVENCY FUND- NON-EXEC	NEVADA ALTERNATIVE SOLUTIONS, INC.	FEE: WORKER'S COMPENSATION INSOLVENCY FUND	\$100,000	
	Contract Description:	This is a new contract to provide ongoing claims administration of insolvent self-insured employers and insolvent self-insured associations.				
		Term of Contract:	Upon Approval - 12/31/2024	Contract # 23708		
33.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - DISABILITY ADJUDICATION	CANYON ELECTRIC COMPANY, INC.	FEDERAL	\$60,610	
	Contract Description:	This is a new contract to provide installation and maintenance of an air conditioning system and uninterruptable power supply, including upgrades to the electrical system.				
		Term of Contract:	Upon Approval - 11/30/2024	Contract # 23686		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
34.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - INFORMATION DEVELOPMENT AND PROCESSING	CARAHSOFT TECHNOLOGY	FEDERAL	\$176,715	
	Contract Description:	This is a new service agreement under statewide contract #18855, which provides Cloud Services. This service agreement provides network cyber threat analysis to identify potential cyber-criminal activities.				
		Term of Contract:	08/21/2020 - 08/20/2021	Contract # 23478		
35.	931	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES DIVISION - VICTIMS OF CRIME	COST CONTAINMENT STRATEGIES	OTHER: FEES, PENALTIES, ASSESSMENTS 95% FEDERAL 5%	\$1,612,364	Sole Source
	Contract Description:	This is the second amendment to the original contract which provides ongoing medical billing review, claims administration and software programming, as well as scanning, data-input, vendor management, vendor portal, document storage and retrieval services. This amendment extends the termination date from December 31, 2020 to December 31, 2021 and increases the maximum amount from \$5,993,317.20 to \$7,605,681.60 due to the continued need for these services.				
		Term of Contract:	01/01/2017 - 12/31/2021	Contract # 18222		
36.	950	PUBLIC EMPLOYEES BENEFIT PROGRAM	LABYRINTH SOLUTIONS, INC. DBA LSI CONSULTING	OTHER: PREMIUM REVENUE 33% GENERAL 67%	\$6,849,000	
	Contract Description:	This is a new contract to provide eligibility and enrollment benefits management system services for maintaining enrollment and eligibility data for all participants.				
		Term of Contract:	Upon Approval - 06/30/2027	Contract # 23678		

**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: **23152** Amendment Number: **1**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **GARRETT GROUP CONSULTING, INC. DBA GARRET GROUP, LLC**

Agency Code: **030** Contractor Name: **GARRETT GROUP CONSULTING, INC. DBA GARRET GROUP, LLC**

Appropriation Unit: **1038-10** Address: **DBA GARRET GROUP REG CNSLT LLC**

Is budget authority available?: **No** City/State/Zip: **4028 OAKDALE FARM CIR EDMOND, OK 73013-7495**

If "No" please explain: Work Program C53260 is pending IFC approval. Contact/Phone: **405/239-2226**

Vendor No.: **T27042775**

NV Business ID: **NV20181314419**

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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 %	<b>X</b> Other funding	<b>100.00 % Regulatory Assessments</b>

Agency Reference #: 19957

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/09/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/09/2022**Contract term: **4 years and 2 days**4. Type of contract: **Contract**Contract description: **Professional Service**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing professional services as an expert witness in the field of economics in analyzing revenue requirements for general rate applications of electric, natural gas and water utilities and perform other tasks. This amendment extends the termination date from June 09, 2022 to June 10, 2024 and increases the maximum amount from \$165,000 to \$436,875 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:	\$165,000.00	\$165,000.00	\$165,000.00	Yes - Action
2. Amount of current amendment (#1):	\$271,875.00	\$271,875.00	\$271,875.00	Yes - Action
3. New maximum contract amount:	\$436,875.00			
and/or the termination date of the original contract has changed to:	06/10/2024			

## II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory requirement to represent consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

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

Specialized expertise is required by our office to adequately protect the public 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 Applicable

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

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

Garrett Group Consulting Group was chosen in preference to others for their specialized expertise, availability and reasonable rate.

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:

Currently, the Garrett Group Consulting Inc is engaged under contract with the Bureau of Consumer Protection and the service has been verified as 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

Budget Account Approval

User

hrobinso

Signature Date

10/19/2020 15:59:06 PM

Division Approval	hrobinso	10/19/2020 15:59:11 PM
Department Approval	jhoba2	10/23/2020 15:40:59 PM
Contract Manager Approval	hrobinso	10/23/2020 16:02:42 PM
Budget Analyst Approval	jcoope8	11/13/2020 10:17:55 AM
BOE Agenda Approval	hfield	11/16/2020 11:49:54 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23669**Agency Name: **CONTROLLER'S OFFICE**Agency Code: **060**Appropriation Unit: **1140-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Account Control Technology, Inc.

Contractor Name: **Account Control Technology, Inc.**Address: **21700 Oxnard Street****Suite 1400**City/State/Zip: **Woodland Hills, CA 91367**

Contact/Phone: Barbara Lucas 540-848-1556

Vendor No.: T32010330

NV Business ID: NV20051560325

To what State Fiscal Year(s) will the contract be charged? **2021-2026**

What is the source of funds that will be used to 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 % Collection**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: RFP # 06CO-S1215

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2025**Contract term: **5 years and 31 days**4. Type of contract: **Contract**Contract description: **Debt Collections**

5. Purpose of contract:

**This is a new contract to provide ongoing debt collection services,**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: Payment will be made in accordance with the fee structure outlined in the Contractor's responses

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Chapter 353C of Nevada Revised Statutes authorizes the collection of debts owed to state agencies. The State may contract with a private debt collector for the assignment of the collection of a debt owing a State agency pursuant to NRS 353C.200.

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

The State has neither the resources nor the expertise to collect the amount of debt that is expected to be collected under this contract.

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):

Penn Credit  
Account Technology Control  
General Revenue Corp  
Collecto Inc., dba EOS CCA

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #06CO-S1215 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: 07/10/2020 Anticipated re-bid date: 06/01/2025

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:

Controller's Office, agency 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:

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	Ihoove1	11/05/2020 09:53:44 AM
Division Approval	Ihoove1	11/05/2020 09:53:50 AM
Department Approval	Ihoove1	11/05/2020 09:53:55 AM
Contract Manager Approval	hbill1	11/05/2020 10:57:02 AM
Budget Analyst Approval	dkluever	11/05/2020 11:02:12 AM
BOE Agenda Approval	hfield	11/17/2020 12:42:16 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23673**Agency Name: **CONTROLLER'S OFFICE**Agency Code: **060**Appropriation Unit: **1140-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: COLLECTO, INC. DBA EOS CCA

Contractor Name: **COLLECTO, INC. DBA EOS CCA**Address: **EOS CCA****700 LONGWATER DR  
NORWELL, MA 02061-1624**City/State/Zip: **NORWELL, MA 02061-1624**

Contact/Phone: LYNN LORING 781/753-4211

Vendor No.: T29031998

NV Business ID: NV200517588666

To what State Fiscal Year(s) will the contract be charged? **2021-2026**

What is the source of funds that will be used to 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 % Collection**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: RFP # 06CO-S1215

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2025**Contract term: **5 years and 31 days**4. Type of contract: **Contract**Contract description: **Debt Collecions**

5. Purpose of contract:

**This is a new contract to provide ongoing debt collection services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: Payment will be made in accordance with the fee structure outlined in Contractor's responses.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Chapter 353C of Nevada Revised Statutes authorizes the collection of debts owed to state agencies. The State may contract with a private debt collector for the assignment of the collection of a debt owing a State agency pursuant to NRS 353C.200.

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

The State has neither the resources nor the expertise to collect the amount of debt that is expected to be collected under this contract.

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):

Account Technology Control  
General Revenue Corp  
Collecto Inc, dba EOS CCA  
Penn Credit

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP # 06CO-S1215 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: 07/10/2020 Anticipated re-bid date: 06/01/2025

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:

Controller's Office, agency 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:

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	Ihoove1	11/05/2020 09:56:55 AM
Division Approval	Ihoove1	11/05/2020 09:56:58 AM
Department Approval	Ihoove1	11/05/2020 09:57:02 AM
Contract Manager Approval	hbill1	11/05/2020 10:58:34 AM
Budget Analyst Approval	dkluever	11/05/2020 11:04:21 AM
BOE Agenda Approval	hfield	11/17/2020 12:44:34 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: **23671**Agency Name: **CONTROLLER'S OFFICE**Agency Code: **060**Appropriation Unit: **1140-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: General Revenue Corporation

Contractor Name: **General Revenue Corporation**Address: **4660 Duke Drive****Suite 200**City/State/Zip: **Mason, OH 45040**

Contact/Phone: ZenonButts 513-605-7412

Vendor No.: T29043570

NV Business ID: NV20021209523

To what State Fiscal Year(s) will the contract be charged? **2021-2026**

What is the source of funds that will be used to 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 % Collection**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: RFP # 06CO-S1215

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2025**Contract term: **5 years and 31 days**4. Type of contract: **Contract**Contract description: **Debt Collection**

5. Purpose of contract:

**This is a new contract to provide ongoing debt collection services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: Payment will be made in accordance with the fee structure outlined in the Contractor's response.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Chapter 353C of Nevada Revised Statutes authorizes the collection of debts owed to state agencies. The State may contract with a private debt collector for the assignment of the collection of a debt owing a State agency pursuant to NRS 353C.200.

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

The State has neither the resources nor the expertise to collect the amount of debt that is expected to be collected under this contract.

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):

Collecto Inc, dba EOS CCA  
General Revenue Corporation  
Penn Credit  
Account Technology Control

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP # 06CO-S1215 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: 07/10/2020 Anticipated re-bid date: 06/01/2025

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:

Controller's Office, agency 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:

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	Ihoove1	11/05/2020 09:56:16 AM
Division Approval	Ihoove1	11/05/2020 09:56:19 AM
Department Approval	Ihoove1	11/05/2020 09:56:22 AM
Contract Manager Approval	hbill1	11/05/2020 10:57:57 AM
Budget Analyst Approval	dkluever	11/05/2020 11:03:40 AM
BOE Agenda Approval	hfield	11/17/2020 12:44:52 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23670**Agency Name: **CONTROLLER'S OFFICE**Agency Code: **060**Appropriation Unit: **1140-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PENN CREDIT CORPORATION**Contractor Name: **PENN CREDIT CORPORATION**Address: **916 S 14TH ST**City/State/Zip: **HARRISBURG, PA 17104**Contact/Phone: **717/238-7124**Vendor No.: **T32004396**NV Business ID: **NV20041355542**To what State Fiscal Year(s) will the contract be charged? **2021-2026**

What is the source of funds that will be used to 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 % Collection**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **RFP# 06CO-S1215**

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2025**Contract term: **5 years and 31 days**4. Type of contract: **Contract**Contract description: **Debt Collections**

5. Purpose of contract:

**This is a new contract to provide ongoing debt collection services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: Payment will be made in accordance with the fee structure outlined in the Contractor's response

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Chapter 353C of Nevada Revised Statutes authorizes the collection of debts owed to state agencies. The State may contract with a private debt collector for the assignment of the collection of a debt owing a State agency pursuant to NRS 353C.200.

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

The State has neither the resources nor the expertise to collect the amount of debt that is expected to be collected under this contract.

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):

General Revenue Corp  
Collecto Inc, dba EOS CCA  
Account Technology Control  
Penn Credit

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #06CO-S1215 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: 07/10/2020 Anticipated re-bid date: 06/01/2025

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:

Controller's Office, agency 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:

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	Ihoove1	11/05/2020 09:54:43 AM
Division Approval	Ihoove1	11/05/2020 09:54:47 AM
Department Approval	Ihoove1	11/05/2020 09:54:51 AM
Contract Manager Approval	hbill1	11/05/2020 10:57:31 AM
Budget Analyst Approval	dkluever	11/05/2020 11:01:33 AM
BOE Agenda Approval	hfield	11/17/2020 12:44:21 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: **23702**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>SUMMERSCAPE, LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>SUMMERSCAPE, LLC</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>5295 COGGINS RD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89506-5712</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>775-677-7791</b>
	Vendor No.: <b>T27035168</b>
	NV Business ID: <b>NV20131118550</b>

To what State Fiscal Year(s) will the contract be charged? **2021-2025**

What is the source of funds that will be used to pay the contractor? 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 %	<b>X Other funding</b>	<b>100.00 % Building Rents</b>

Agency Reference #: **08DOA-S1276**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **11/30/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Snow Removal**

5. Purpose of contract:

**This is a new contract to provide ongoing snow removal for state-owned buildings in Reno.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$190,752.75****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Need snow removed at the Reno Buildings**

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

**Employees to not have the equipment of time to remove the snow**

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):

Traffic & Parking Control Co., Inc (TAPCO)  
 Kelley Erosion Control, Inc.  
 Summerscape LLC  
 Countryside Lawns

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #08DOA-S1276, 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: 08/11/2020 Anticipated re-bid date: 01/11/2024

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:

Buildings and Grounds. The performance 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:  
David Bell, Grounds Supvr 2 Ph: 775-684-1800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	10/26/2020 09:13:36 AM
Division Approval	ssands	10/26/2020 09:13:39 AM
Department Approval	ssands	10/26/2020 09:13:41 AM
Contract Manager Approval	ssands	10/27/2020 14:41:42 PM
Budget Analyst Approval	nkephart	11/12/2020 07:30:36 AM
BOE Agenda Approval	jrodrig9	11/16/2020 17:47:43 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **19442**Amendment Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **Q&D CONSTRUCTION, INC.**Agency Code: **082**Contractor Name: **Q&D CONSTRUCTION, INC.**Appropriation Unit: **1550-50**Address: **1050 South 21st Street**Is budget authority available?: **Yes**City/State/Zip: **Sparks, NV 89431**

If "No" please explain: Not Applicable

Contact/Phone: **775-786-4236**

Vendor No.:

NV Business ID: **NV19671000639**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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **111496**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/12/2017**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2021**Contract term: **3 years and 200 days**4. Type of contract: **Contract**Contract description: **CMAR Pre-Con**

5. Purpose of contract:

**This is the first amendment to the original contract which provides owner Construction Manager at Risk Guaranteed Maximum Price services for the Northern Nevada Correctional Center Americans with Disabilities Act Retrofit CIP project: CIP Project No. 17-C01; SPWD Contract No. 1114963 This amendment decreases the maximum amount from \$9,648,736.00 to \$7,928,161.97 due to the return of the Owner's Contingency.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$9,648,736.00	\$9,648,736.00	\$9,648,736.00	Yes - Action
2. Amount of current amendment (#1):	-\$1,720,574.03	-\$1,720,574.03	-\$1,720,574.03	Yes - Action
3. New maximum contract amount:	\$7,928,161.97			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2017 CIP.**

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

Professional CMAR Pre-Construction 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?

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	lwildes	10/16/2020 09:00:37 AM
Division Approval	lwildes	10/16/2020 09:00:41 AM
Department Approval	lwildes	10/16/2020 09:00:45 AM
Contract Manager Approval	lwildes	11/06/2020 12:40:13 PM
Budget Analyst Approval	nkephart	11/12/2020 16:23:29 PM
BOE Agenda Approval	jrodrig9	11/16/2020 17:40:14 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: **23698**

Agency Name:	<b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>PAUL CAVIN ARCHITECT, LLC</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>PAUL CAVIN ARCHITECT, LLC</b>
Appropriation Unit:	<b>1585-53</b>	Address:	<b>1575 DELUCCHI LN STE 120</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89502-6581</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>775-842-0261</b>
		Vendor No.:	<b>T29033842</b>
		NV Business ID:	<b>NV20131182382</b>

To what State Fiscal Year(s) will the contract be charged? **2021-2023**

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 113739

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2023**Contract term: **2 years and 210 days**4. Type of contract: **Contract**Contract description: **Arch / Eng**

5. Purpose of contract:

**This is a new contract to provide professional Architecture / Engineering Services for the Northern Nevada Correctional Center - Housing Units 3 & 4 and Guard Towers 1-4 Roof Replacement CIP project, which includes project general conditions and technical specifications, design development and 100% construction documents for the roof replacements: CIP Project No. 19-S01-8; SPWD Contract No. 113739**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,000.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2019 Leg. Approved CIP's**

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 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?

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:

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:

Lutz, Andy, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Iwildes	10/23/2020 08:14:03 AM
Division Approval	Iwildes	10/23/2020 08:14:07 AM
Department Approval	Iwildes	10/23/2020 08:14:10 AM
Contract Manager Approval	Iwildes	10/23/2020 08:14:13 AM
Budget Analyst Approval	nkephart	11/10/2020 07:47:40 AM
BOE Agenda Approval	jrodrig9	11/16/2020 17:36:25 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23738**

Agency Name:	<b>GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT</b>	Legal Entity Name:	Kenny Guinn Center for Policy Priorities
Agency Code:	<b>102</b>	Contractor Name:	<b>Kenny Guinn Center for Policy Priorities</b>
Appropriation Unit:	<b>1526-08</b>	Address:	<b>P.O. Box 750117</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>Las Vegas, NV 89136</b>
If "No" please explain: Pending approval of work program C53464, to be heard at December 2020 IFC.		Contact/Phone:	Nancy Brune 702/427-7509
		Vendor No.:	T27039031B
		NV Business ID:	NV20131262985

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/04/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **Yes**

If "Yes", please explain

This work will need to be completed by December 30, 2020 due to the expiration of the CARES act funding deadline per US Treasury.

3. Termination Date: **12/30/2020**Contract term: **56 days**4. Type of contract: **Contract**Contract description: **Health Need Analysis**

5. Purpose of contract:

This is a new contract to provide a comprehensive study to identify the effects of COVID-19 on the state's behavioral health system. The result of the report will recommend immediate improvements to increase capacity and quality of care through a demand assessment, gap analysis, financial analysis and evaluation for possible new behavioral health facilities and delivery models necessary to respond to the effects of COVID-19. THIS CONTRACT IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53464.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Installments with one-third payable upon full execution of the contract, one third payable on November 30, 2020 and one third payable December 15, 2020

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This study is one of five that will be incorporated into Nevada's upcoming COVID-19 Coordinated Economic Response plan.

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

The agency does not have the staff to complete a project of this size within the time frame given by the US Treasury to complete all activities and liquidate all obligations.

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?

NAC 333.114

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:

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	dnovotny	11/05/2020 17:04:33 PM
Division Approval	dnovotny	11/05/2020 17:04:37 PM
Department Approval	dnovotny	11/05/2020 17:04:40 PM
Contract Manager Approval	dnovotny	11/05/2020 17:04:42 PM
Budget Analyst Approval	stilley	11/10/2020 08:32:04 AM
BOE Agenda Approval	hfield	11/16/2020 12:09:08 PM
BOE Final Approval	Pending	

ATTACHMENT CC

EMERGENCY PURCHASE APPROVAL FROM STATE PURCHASING

RE: New Request for Emergency Purchase - Coordinated Economic Response Plan



Kevin D. Doty

To Bonnie Long

Cc Gideon K. Davis



9:40 AM

 You replied to this message on 9/23/2020 10:37 AM.

Hi Bonnie,

Pursuant to NAC 333.114, you are authorized to proceed with these contracts for studies on an emergency basis without the need for formal solicitations. Please try to review proposals from at least three vendors. As usual, the contract(s) will need to approved by your DAG and BOE.

Kevin

Kevin D. Doty  
Administrator  
Purchasing Division  
Nevada Department of Administration  
(775) 684-0183  
[kddoty@admin.nv.gov](mailto:kddoty@admin.nv.gov)

**MEMORANDUM**

**Date:** November 5, 2020

**To:** Susan Brown, Director  
Clerk of the Board of Examiners  
Governor's Finance Office, Budget Division

**From:** Michael Brown  
Executive Director  
Governor's Office of Economic Development

**Re:** Request for Retroactive Contract with the Kenny Guinn Center for Policy Priorities

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This memorandum serves as a request for retroactive approval to November 4, 2020 for contract 23738 with the Kenny Guinn Center for Policy Priorities anticipated to be on the agenda for the December 8, 2020 Board of Examiner's meeting.

This contract between the Governor's Office of Economic Development (GOED) and the Kenny Guinn Center for Policy Priorities is being funded by CARES Act funding that was awarded to develop a Health Needs Analysis that identifies the effects that COVID-19 has had on Nevada's Behavioral Health System and recommend immediate improvements to increase capacity and quality of care for residents in responding to the COVID-19 public health emergency.

Thank you in advance for your consideration of this request.

**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: **23593**Amendment Number: **1**Agency Name: **GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT**Legal Entity Name: **National Council for Community Development, Inc.**Agency Code: **102**Contractor Name: **National Council for Community Development, Inc.**Appropriation Unit: **1526-09**Address: **National Development Council**Is budget authority available?: **No****1 Battery Park Plaza, Ste 710**City/State/Zip: **New York, NY 10004**

If "No" please explain: Pending IFC approval of work program C53553.

Contact/Phone: **Diana Sasser 209-483-9863**Vendor No.: **T27043694**NV Business ID: **NV20201752615**To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 **10/13/2020**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/30/2020**

Termination Date:

Contract term: **110 days**4. Type of contract: **Contract**Contract description: **Program Admin**

5. Purpose of contract:

**This is the first amendment to the original contract which provides services to facilitate the review and ranking of applications and processing of grant payment for relief under the Coronavirus Aid, Relief, and Economic Security Act, through the Nevada COVID-19 Emergency Small Business Recovery Grant Program. This amendment extends the termination date from December 30, 2020 to January 31, 2021 and increases the maximum amount from \$20,000,000 to \$51,000,000 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:	\$20,000,000.00	\$20,000,000.00	\$20,000,000.00	Yes - Action
2. Amount of current amendment (#1):	\$31,000,000.00	\$31,000,000.00	\$31,000,000.00	Yes - Action
3. New maximum contract amount:	\$51,000,000.00			
and/or the termination date of the original contract has changed to:	01/31/2021			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

GOED has been charged with collaborating with the Treasurer's Office and the Department of Business and Industry to implement a program to provide operational support to small businesses, non-profit organizations, arts and culture organizations, and local Chambers of Commerce impacted by the COVID-19 pandemic.

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

The agency does not have the manpower to handle the review, prioritization, approval, and payment of the thousands of anticipated applications that will be submitted for consideration for this recovery grant program.

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 333.114 Authorization for emergency purchases (NRS 333.130, 333.180)

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:

This vendor is currently under contract with GOED for the Commercial Rental Assistance Grant Program. The 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:  
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)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

**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	bvale1	10/26/2020 20:45:13 PM
Division Approval	bvale1	10/26/2020 20:45:22 PM

Department Approval	bvale1	10/26/2020 20:45:26 PM
Contract Manager Approval	dnovotny	10/26/2020 20:49:55 PM
Budget Analyst Approval	hfield	11/24/2020 12:53:01 PM
BOE Agenda Approval	hfield	11/24/2020 12:53:04 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: **23438**Amendment Number: **2**Agency Name: **GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT**Legal Entity Name: **National Council for Community Development, Inc.**Agency Code: **102**Contractor Name: **National Council for Community Development, Inc.**Appropriation Unit: **1526-10**Address: **National Development Council**Is budget authority available?: **Yes****1 Battery Park Plaza, Ste 710**If "No" please explain: **Not Applicable****New York, NY 10004**Contact/Phone: **Diana Sasser 209-483-9863**Vendor No.: **T27043694**NV Business ID: **NV20201752615**To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2020**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/30/2020**

Termination Date:

Contract term: **151 days**4. Type of contract: **Contract**Contract description: **Application Review**

5. Purpose of contract:

**This is the second amendment to the original contract which provides ongoing services to facilitate the review and ranking of applications and processing payments to awardees of the Commercial Rental Assistance Grant Program. This amendment reduces the maximum amount from \$20,000,000 to \$10,000,000 due to a less than expected number of eligible applicants in this relief program.**

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
a. Amendment 1:	\$19,000,000.00	\$19,000,000.00	\$19,000,000.00	Yes - Action
2. Amount of current amendment (#2):	-\$10,000,000.00	-\$10,000,000.00	-\$10,000,000.00	Yes - Action
3. New maximum contract amount:	\$10,000,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

GOED has been charged with collaborating with the Treasurer's Office and the Department of Business and Industry to implement a program to provide commercial rental relief to landlords for tenants who are unable to make their monthly rental payments due to financial hardships from COVID-19.

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

The agency does not have the manpower to handle the review, prioritization, and approval of the thousands of anticipated applications that will be submitted for consideration for commercial rental relief.

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 333.114 Authorization for emergency purchases (NRS 333.130, 333.180)

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)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

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	bvale1	10/28/2020 21:43:46 PM
Division Approval	bvale1	10/28/2020 21:43:50 PM
Department Approval	bvale1	10/28/2020 21:43:57 PM
Contract Manager Approval	bvale1	10/28/2020 22:00:58 PM
EITS Approval	tgalluzi	11/05/2020 08:48:54 AM

Budget Analyst Approval  
BOE Agenda Approval

stilley  
hfield

11/10/2020 08:45:39 AM  
11/10/2020 12:23:21 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23690**

Agency Name:	<b>DEPARTMENT OF VETERANS SERVICES</b>	Legal Entity Name:	Healthcare Services Group
Agency Code:	<b>240</b>	Contractor Name:	<b>Healthcare Services Group</b>
Appropriation Unit:	<b>2561-04</b>	Address:	<b>3220 TILLMAN DR STE 300</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>BENSALEM, PA 19020-2028</b>
If "No" please explain: Expenses in Category 04 are higher than anticipated when developing the FY21 budget. Work program C53259 will be submitted to the December IFC to cover the shortfall.		Contact/Phone:	William Hardy 801-624-0344
		Vendor No.:	T29031941
		NV Business ID:	NV20021482015
To what State Fiscal Year(s) will the contract be charged?		<b>2021-2025</b>	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
<input checked="" type="checkbox"/>	General Funds	<b>1.50 %</b>	Fees 0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>64.00 %</b>	Bonds 0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding <b>34.50 % Private/County/Cemetery Interment Fees</b>
Agency Reference #:		24VS-S1294 HM	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **Yes**

If "Yes", please explain

**The RFP process took longer than anticipated. This RFP combined similar services for the Southern Nevada State Veterans Home and the Southern Nevada Veterans Memorial Cemetery. In the past these had been separate contracts.**

3. Termination Date: **11/30/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Housekpg & Laundry**

5. Purpose of contract:

**This is a new contract to provide ongoing housekeeping, laundry services and cleaning services to the southern home and cemetery. THIS CONTRACT IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53259.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,509,190.80**

Payment for services will be made at the rate of \$52,274.81 per month

Other basis for payment: Upon submission of approved invoice. (Fees for Cemetery cleaning \$1,588.00 per month)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Southern Nevada State Veterans Home and the Southern Nevada Veterans Memorial Cemetery must be maintained in a clean and presentable order.

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

The agency does not have the staffing capacity or technical expertise or resources to fulfill this work.

9. Were quotes or proposals solicited?

Yes

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

Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

At Peace Home Care  
The Services Companies  
Tender Loving Cleaning

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #24VS-S1292, 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: 08/01/2020 Anticipated re-bid date: 08/01/2024

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:

Vendor is the current provider of these services and the 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 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	jtheil1	10/21/2020 11:17:54 AM
Division Approval	jtheil1	10/21/2020 11:17:57 AM
Department Approval	agarland	10/21/2020 12:23:17 PM
Contract Manager Approval	agarland	10/21/2020 12:23:20 PM
Budget Analyst Approval	afrantz	11/10/2020 14:59:20 PM
BOE Agenda Approval	bwooldri	11/17/2020 13:50:55 PM
BOE Final Approval	Pending	

STEVE SISOLAK  
Governor



STATE OF NEVADA

**NEVADA DEPARTMENT OF VETERANS SERVICES**

6630 South McCarran Blvd, Building C, Suite 204

Reno, Nevada 89509

(775) 688-1653 • Fax (775) 688-1656

**MEMORANDUM**

**TO:** Aaron Frantz, Executive Branch Budget Officer 1

**FROM:** Joseph Theile, Management Analyst III

**DATE:** July 6, 2020

**SUBJECT:** Request for Retroactive Approval –Healthcare Services Group  
CETS: 23690

---

NDVS respectfully requests this contract be made retroactive to December 1, 2020 to maintain continuity of service. All parties have worked expeditiously to get this contract to the BOE for approval. The RFP process took longer than anticipated. This RFP combined similar services for the Southern Nevada State Veterans Home (SNSVH) and the Southern Nevada Veterans Memorial Cemetery (SNVMC). In the past these had been separate contracts and the process took longer than anticipated; resulting in this contract missing the submission date for the November BOE.

A denial of this request would result in a break of the continuity of these services and could impact the 5 Star rating of the SNSVH and the SNVMC standing with our federal partners.

Thank you for your time and consideration with this request. Should you have any questions please do not hesitate to let me know.



**Joseph Theile, Deputy CFO**

Nevada Department of Veterans Services

6630 S. McCarran Blvd., Bldg. C, Suite 204

Reno, NV 89509

Phone: (775) 825-9752 Fax: (775) 688-1656

[www.veterans.nv.gov](http://www.veterans.nv.gov)

*"Serving Nevada's Heroes"*

**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: **23727**

Agency Name:	<b>DEPARTMENT OF VETERANS SERVICES</b>	Legal Entity Name:	Masterpiece Cuisine
Agency Code:	<b>240</b>	Contractor Name:	<b>Masterpiece Cuisine</b>
Appropriation Unit:	<b>2561-08</b>	Address:	<b>2701 Balsam Pear Court</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>Henderson, NV 89074</b>
If "No" please explain: Category 08 was under funded in the budget. December IFC work program C53259 will be submitted to cover the shortfall.		Contact/Phone:	Scott Mahan 702/336-4631

Vendor No.:  
NV Business ID: NV20121012585

To what State Fiscal Year(s) will the contract be charged? **2021-2025**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>65.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>35.00 % Private/County</b>

Agency Reference #: RFP # 24VS-S1316 PSM: HM

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2021**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Nutrition Servies**

5. Purpose of contract:

**This is a new contract to provide ongoing food and dietary services.**  
**THIS CONTRACT IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53259.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,900,000.00**

Other basis for payment: Monthly, upon submission of approved invoice. Based on pricing outlined in RFP

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NDVS is required to provide food/dietary services for the residents of the SNSVH.**

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

**The agency does not have the staffing capacity, technical expertise or resources to fulfill this full time requirement.**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: 09/18/2020 Anticipated re-bid date: 09/01/2024

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	jtheil1	11/02/2020 15:07:33 PM
Division Approval	jtheil1	11/02/2020 15:07:36 PM
Department Approval	agarland	11/03/2020 14:26:30 PM
Contract Manager Approval	agarland	11/03/2020 14:26:33 PM
Budget Analyst Approval	afrantz	11/13/2020 08:07:29 AM
BOE Agenda Approval	bwooldri	11/17/2020 13:51:18 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: **23697**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	<b>MIKE TOLL</b>
Agency Code:	<b>300</b>	Contractor Name:	<b>TWDI, LLC</b>
Appropriation Unit:	<b>2678-04</b>	Address:	<b>514 SE 23RD TERRACE</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>GRESHAM, OR 97080</b>
If "No" please explain:	Not Applicable		
		Contact/Phone:	<b>MIKE TOLL 503-428-1092</b>
		Vendor No.:	<b>T32010347</b>
		NV Business ID:	<b>NV20201894560</b>

To what State Fiscal Year(s) will the contract be charged? **2021-2025**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 **01/01/2021**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **DATABASE MANAGEMENT**

5. Purpose of contract:

**This is a new contract to provide modernization and maintenance services for the Nevada Gaining Early Awareness and Readiness for Undergraduate Program's database application including aggregation of program data and preparation of reports for federal oversight and internal evaluations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$260,000.00**

Other basis for payment: Monthly, per itemized invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Data collection and evaluation are required for the GEAR UP grant by the US Department of Education and the Nevada Department of Education.

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

TWDI, LLC has been involved in the design and management of the GEARS database in conjunction with the previous vendor - for the Nevada GEAR UP program for the past 12 years. All of the program's historical and current data are stored in this database. Mike Toll DBA: TWDI, LLC has been approved as database proprietor and manager for the Nevada GEAR UP program by the USDOE. State employees do not have this ability.

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 #: 201102**

**Approval Date: 11/10/2020**

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

Sole source for existing proprietary database.

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 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:

**Sole member, LLC**

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	bfarra2	10/29/2020 12:20:21 PM
Division Approval	bfarra2	10/29/2020 12:20:24 PM
Department Approval	bfarra2	10/29/2020 12:20:27 PM
Contract Manager Approval	bfarra2	10/29/2020 12:20:32 PM
EITS Approval	tgalluzi	11/02/2020 15:04:09 PM
Budget Analyst Approval	mranki1	11/10/2020 14:47:10 PM
BOE Agenda Approval	cbrekken	11/11/2020 10:02:21 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

Purchasing Use Only:

Approval#: 200801 @

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 Name: Nevada Department of Education, Nevada GEAR UP		
	Contact Name and Title	Phone Number	Email Address
	Lori Botelho, Interim GEAR UP Director	775-687-9222	lbotelho@doe.nv.gov
	Megan Zich, Nevada GEAR UP support staff	775-687-9148	meganzich@doe.nv.gov

1b	Vendor Information:	
	Identify Vendor:	TWDI, LLC
	Contact Name:	Mike Toll
	Complete Address:	514 SE23rd Terrace Gresham, OR. 97080
	Telephone Number:	503-428-1092
Email Address:	mtollhome@gmail.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	X	No
	Amendment:	#		
	CETS:	#		

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	July 1, 2020	End Date: August 31, 2024

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	X
	Other (Explain):	

Purchasing Use Only:

Approval #:

200601 ©

1g

Total Estimated Value of this Service Contract, Amendment or Purchase:

\$260,000.00

2

Provide a description of work/services to be performed or commodity/good to be purchased:

*TWDI, LLC will be solely responsible for the maintenance of, and modifications to, the Nevada GEAR UP Database (GEARS). Maintenance includes database functionality, updates, and troubleshooting. Modifications include improvement/redesign of current functions, design and implementation of additional data fields based on new federal requirements; and new or modified database reporting features. Additionally, TWDI, LLC will provide GEAR UP grant program staff with user access; provide GEARS training statewide, including data entry, data collection, and reporting; maintain user accounts; and provide the Nevada Department of Education, GEAR UP Grant staff with GEARS analytics. Furthermore, TWDI, LLC will serve as NDE's State Data Resource Manager for the College and Career Readiness Evaluation Consortium - a 23-state Consortium tasked by the U.S. Department of Education (USDE) to perform longitudinal research studies on the efficacy of the national GEAR UP program.*

*Data collected, analyzed, and reported by TWDI, LLC include student demographic data, student academic performance data, graduation data, postsecondary matriculation data, state assessment data, student and parent service data, and educator participation data. Additionally, TWDI, LLC will provide a repository for GEAR UP grant federal cost share contribution documentation and will provide NDE with annual summative cost share reports as required by USDE. The USDOE is prescriptive in the types of student and program data are required to be reported on annually. To assist us in the data collection, analysis and reporting a proprietary database was developed by PRA to meet the needs of the GEAR UP grant.*

3

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

*The GEARS database was designed and implemented specifically for the Nevada GEAR UP State Grant by Pacific Research Associates (PRA) in 2001. TWDI, LLC provided database and data management services to NDE GEAR UP under the umbrella of PRA from 2001 until 2019. Thus, TWDI, LLC is uniquely qualified to manage this system for NDE, as they have overseen the design, implementation, and maintenance of their product for over 18 years. TWDI, LLC will assume all database design and management responsibilities previously performed with PRA and will continue to be an integral part of the Nevada GEAR UP grant's research and evaluation team. TWDI, LLC maintains a repository of all historical grant data (student-level and cost share) dating back to 2001, making their services essential for continuous program improvement. PRA no longer exist. The company owner retired. PRA's database engineer has stepped in - as TWDI, LLC to continue the database support services for Nevada GEAR UP.*

4

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

#200801 @

*In 2001, the GEARS database was created at a cost of \$268,250.00. Due to the proprietary nature of the database - its functionality and ability to be customized to meet the particular needs of the State, and adjusting for increases in labor costs over 18 years - contracting with a new vendor would be cost prohibitive. NDE estimates a need of a minimum of one year in planning and collaboration lead-time with a new vendor to bring a new database up to the size and scope necessary to meet the needs of the grant. The potential 1-year down-time for grant data collection, input, and analysis would most likely render the GEAR UP grant out-of-compliance with reporting requirements as well.*

Were alternative services or commodities evaluated? Check One.		Yes:		No:	X
5	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.				
	b. <u>If not</u> , why were alternatives not evaluated?				
<p><i>Due to the proprietary nature of the GEARS database and estimated costs to the state in initial financial investment and ongoing development associated with a new vendor, coupled with the anticipated down-time required before a new product and service could be brought up to speed, it was determined the most time-effective and cost-effective course of action was to remain with TWDI, LLC for this new grant period (2020-2026).</i></p>					

Purchasing Use Only:

Approval #:

# 200801(2)

<b>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 MUST accompany this request.</b>				Yes:		No:	
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 #)			
2019	2020	\$50,000	TWDI, LLC – Database Management Services have previously been procured under the PRA contract (see below)	Waiver #140605			
2018	2019	\$33,000	TWDI, LLC – Database Management Services have previously been procured under the PRA contract (see below)	Waiver #140605			
2017	2018	\$33,000	TWDI, LLC – Database Management Services have previously been procured under the PRA contract (see below)	Waiver #140605			
2016	2017	\$33,000	TWDI, LLC – Database Management Services have previously been procured under the PRA contract (see below)	Waiver #140605			
2015	2016	\$33,000	TWDI, LLC – Database Management Services have previously been procured under the PRA contract (see below)	Waiver #140605			
2014	2015	\$33,000	TWDI, LLC – Database Management Services have previously been procured under the PRA contract (see below)	Waiver #140605			
2013	2014	\$100,000	PRA – Database Management Services and Program Evaluation services have previously been contracted through GEAR UP State Grant funds that were Subgranted to a Nevada System of Higher Education Institution	Waiver #140605			
2012	2013	\$100,000	PRA – Program Evaluation & Database Management	ICA			
2011	2012	\$80,750	PRA – Program Evaluation & Database Management	ICA			
2010	2011	\$54,250	PRA – Program Evaluation & Database Management	ICA			

#20080103

2009	2010	\$52,500	PRA – Program Evaluation & Database Management	ICA
2008	2009	\$52,500	PRA – Program Evaluation & Database Management	ICA
2007	2008	\$55,500	PRA – Program Evaluation & Database Management	ICA
2006	2007	\$53,500	PRA – Program Evaluation & Database Management	ICA
2005	2006	\$38,000	PRA – Program Evaluation	ICA
2004	2005	\$35,000	PRA – Program Evaluation	ICA
2003	2004	\$33,800	PRA – Program Evaluation	ICA
2002	2003	\$31,000	PRA – Program Evaluation	ICA
2001	2002	\$30,000	Pacific Research Associates – Program Evaluation	ICA (Independent Contractor Agreement)

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>If the waiver requested is denied, GEAR UP's ability to upload student, parent, school district, and cost share data would cease until a new system could be developed to suit our needs. Evaluation of data collected to date and subsequent program improvement would cease for an extended period of time. Added costs, inaccessibility to current and historical data, and the delays associated with a new database design and start-up would prevent Nevada GEAR UP from performing its reporting and monitoring responsibilities as dictated by state and federal regulation and would jeopardize future grant funding due to non-compliance.</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>This is a custom database system which has been in use by the Nevada Department of Education GEAR UP program for over 18 years. There are service providers which offer base-model database versions all of which would need to be customized to meet the requirements of Nevada GEAR UP and would take up to months in development. Past investigation has shown that similar data repository services are available, but few which include analysis and reporting services. The GEAR UP States of Tennessee, Idaho, Oregon, and Utah all contract with database/evaluation service providers. The average start-up costs for a generic model database for them was \$88,000. There would be no start-up costs associated with TWDI, LLC. The price per year for maintenance and annual improvements (design and capabilities) and for reporting and analysis was 19% higher on average than TWDI's total annual fee. Based on these average figures, by continuing with TWDI, LLC, the Nevada Department of Education would realize an overall estimated savings of \$35,350 in year one, and \$12,350 minimum per subsequent years.</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> <p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p>	Yes:	X	No:	
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#2008010

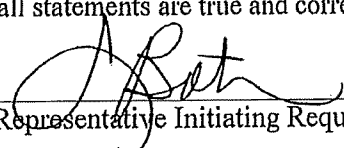
We are requesting a four-year contract period with TWD, LLC, ending in 2024. The current GEAR UP grant is funded through 2026. We may request a contract extension with this vendor at the end of this period, or a decision will be made at that time to re-evaluate TWD, LLC's services to determine if an RFP will be necessary to select a future vendor for this project.

Purchasing Use Only:

Approval #:

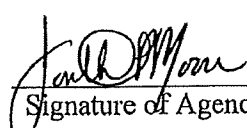
2088010

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

Lori Botelho  
Print Name of Agency Representative Initiating Request

2/13/2020  
Date

  
Signature of Agency Head Authorizing Request

Jonathan P. Moore  
Print Name of Agency Head Authorizing Request

02/24/2020  
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.

\* TIN Approval attached \*

Name of agency or entity who provided information or review:

\*\* Please include EITS TIN approval as an attachment in CETSA \*\*

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 or 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 333.700(7), 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.

Approved by:

Kim D. Doty  
Administrator, Purchasing Division or Designee

8/11/2020  
Date



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Lori Botelho, Education Program Professional, NDE  
Glenn Meyer, IT Manager, NDE  
Deb Aquino, Grant Analyst, NDE

**CC:** David Haws, Administrator, EITS, DOA  
David Axtell, Chief Enterprise Architect, EITS, DOA

**FROM:** Timothy Galluzi, Technology Investment Administrator, EITS, DOA

**SUBJECT:** TIN Review Completed – NDE - GEAR Up – T2678131

**DATE:** August 11th, 2020

We have completed the review for Nevada Department of Education (NDE's) – GEAR Up TIN.

The submitted TIN, for an estimated value of \$260,000, supports enhancement and or upgrade of an existing technology solution, software product, and/or equipment solution currently in place and in use by the agency.

This TIN supports the renewal of the Department's contract with a vendor supporting the GEAR Up system. The agency reports that this system has served the program well and there is no desire to move on. System was built in 2001 and has undergone multiple upgrades since then. This current upgrade will support additional data elements and reporting capability as required by new Federal Grant terms.

If there are to be any changes to enterprise services, including: network, server, telecom etc. please notify EITS as soon as possible.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**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: **19100** Amendment Number: **2**

Agency Name: **NDE - DEPARTMENT OF EDUCATION** Legal Entity Name: **American Institutes for Research**

Agency Code: **300** Contractor Name: **American Institutes for Research**

Appropriation Unit: **2680-13** Address: **1000 Thomas Jefferson Street N**

Is budget authority available?: **Yes** City/State/Zip: **Washington, DC 20007**

If "No" please explain: Not Applicable Contact/Phone: **Jann Mouer 202-403-6212**

Vendor No.: **T81077847**

NV Business ID: **NV20121141774**

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 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/12/2017**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2021**

Termination Date:

Contract term: **5 years and 292 days**4. Type of contract: **Contract**Contract description: **Training Pro Leader**

## 5. Purpose of contract:

**This is the second amendment to the original contract which provides professional development for adult education programs throughout the state. This amendment extends the termination date from June 30, 2021 to June 30, 2023 and increases the maximum amount from \$2,430,000 to \$3,772,000 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:	\$1,130,000.00	\$1,130,000.00	\$1,130,000.00	Yes - Action
a. Amendment 1:	\$1,300,000.00	\$1,300,000.00	\$1,300,000.00	Yes - Action
2. Amount of current amendment (#2):	\$1,342,000.00	\$1,342,000.00	\$1,342,000.00	Yes - Action
3. New maximum contract amount:	\$3,772,000.00			
and/or the termination date of the original contract has changed to:	06/30/2023			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

Primarily federal through the Workforce and Innovation Opportunity Act.

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

The available staffing does not currently exist within the Department.

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 #3465, 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: 06/22/2017 Anticipated re-bid date: 06/01/2023

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 Health and Human Services, services were satisfactory  
Department of Education current contract #16943, 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 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	bfarra2	10/29/2020 12:21:50 PM
Division Approval	bfarra2	10/29/2020 12:21:53 PM
Department Approval	bfarra2	10/29/2020 12:21:58 PM
Contract Manager Approval	bfarra2	10/29/2020 12:22:02 PM
Budget Analyst Approval	mranki1	11/06/2020 16:54:59 PM
BOE Agenda Approval	cbrekken	11/11/2020 09:56:38 AM



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23642**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	<b>SPECIAL EDUCATION LAW ASSOCIATES, LLC</b>
Agency Code:	<b>300</b>	Contractor Name:	<b>SPECIAL EDUCATION LAW ASSOCIATES, LLC</b>
Appropriation Unit:	<b>2715-14</b>	Address:	<b>34522 N. SCOTTSDALE ROAD SUITE 120-232</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SCOTTSDALE, AZ 85266</b>
If "No" please explain:	Not Applicable		
		Contact/Phone:	<b>GAIL IMOBERSTEG 480/471-1151</b>
		Vendor No.:	<b>T29041593</b>
		NV Business ID:	<b>NV20181925280</b>

To what State Fiscal Year(s) will the contract be charged? **2021-2023**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 **01/01/2021**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2022**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Dispute Resolution**

5. Purpose of contract:

**This is a new contract to provide ongoing legal assistance for special education alternative dispute resolution in accordance with federal and state laws and regulations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Payment for services will be made at the rate of \$175.00 per Hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Federal and State law require that the State of Nevada to have a Special Education Alternative dispute resolution system in accordance with required procedures.**

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

**The scope of work and the qualifications require specialized expertise and a non-employee status that cannot be met within the agency or other 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: **Professional Service (As defined in NAC 333.150)**

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

Education currently has a contract and are happy with their work and wants to continue using them.

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:

Yes- 1/1/17-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:

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	bfarra2	10/29/2020 12:19:24 PM
Division Approval	bfarra2	10/29/2020 12:19:26 PM
Department Approval	bfarra2	10/29/2020 12:19:29 PM
Contract Manager Approval	bfarra2	10/29/2020 12:19:33 PM
Budget Analyst Approval	mranki1	11/05/2020 11:13:09 AM
BOE Agenda Approval	cbrekken	11/05/2020 14:40:57 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23652**Agency Name: **ADMIN - NV ST LIBRARY,  
ARCHIVES AND PUBLIC RECORDS**Agency Code: **332**Appropriation Unit: **2891-27**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HEADED2, LLC**Contractor Name: **HEADED2, LLC**Address: **P.O. BOX 696**City/State/Zip: **NEW YORK, NY 10274-0696**Contact/Phone: **KATHERINE DEROSEAR 804-519-5605**Vendor No.: **T29039522**NV Business ID: **NV20171423240**To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **210 days**4. Type of contract: **Contract**Contract description: **Database**

5. Purpose of contract:

**This is a new contract to provide a post-secondary education database that will augment career exploration, planning information and resources available in the Nevada CareerExplorer navigation system.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$125,000.00****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 proprietary software of Headed2, LLC.**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 #: 201003****Approval Date: 10/13/2020**

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

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

10. Does the contract contain any IT components? Yes

### III. OTHER INFORMATION

11. 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:

Tammy Westergard, Administrator Ph: 775-684-3306

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	10/28/2020 15:26:53 PM
Division Approval	ssands	10/28/2020 15:26:56 PM
Department Approval	ssands	10/28/2020 15:26:58 PM
Contract Manager Approval	ssands	10/28/2020 15:27:02 PM
EITS Approval	tgalluzi	10/28/2020 15:46:06 PM
Budget Analyst Approval	mlynn	11/12/2020 14:57:41 PM
BOE Agenda Approval	laaron	11/14/2020 18:02:44 PM
BOE Final Approval	Pending	



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
 Phone: 775-684-0170 | Fax: 775-684-0188

<b>Purchasing Use Only:</b>	
Approval#:	201003 (C)

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	<b>State Agency Name:</b>	Nevada State Library, Archives, & Public Records (NSLAPR) – Dept. of Administration	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Tammy Westergard	775-684-3306	twestergard@admin.nv.gov

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	Headed2, LLC
	Contact Name:	Katherine DeRosear
	Complete Address:	14 Van Terrace Sparkill, NY 10976
	Telephone Number:	804-519-5605
	Email Address:	kderosear@headed2.com

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	X
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>				
	Is this a new Contract?	Yes	X	No	
	Amendment:	#			
	CETS:	#			

<b>1e</b>	<b>Term:</b>				
	One (1) Time Purchase:				
	Contract:	Start Date:	December 9, 2020	End Date:	March 31, 2021

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	Board of Regents, Nevada System of Higher Education – sub-award 21-06
	Federal Funds:	
	Grant Funds:	

Other (Explain):	
------------------	--

*Purchasing Use Only:*

Approval #:

20/003 @

1g	<b>Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:</b>
	\$125,000.00

**Provide a description of work/services to be performed or commodity/good to be purchased:**

The project will augment the Nevada Career Explorer with course listings from every NSHE institution and smartly 'bundle' courses together across different schools, to create a robust postsecondary education dataset to allow additional career exploration and planning information. In other words a single NSHE catalog (of sorts) is embedded into the SaaS making courses smartly discoverable, giving the jobseeker a clear picture of what they need to know, what skills they need to develop in order to take efficient action regarding a program of study. This functionality not currently available in the Nevada Career Explorer career navigation system. The NSHE dataset augmentation will include all postsecondary credit and non-credit programs, including certificate programs. In addition, the database will support industry-identified, non-credit "skill badges" that will/can be bundled and awarded college credit. NSHE will provide validation of existing post-secondary program data and coordinate postsecondary program data collection. The Nevada State Library and Public Archives will partner with Headed2 to complete the database.

For jobseekers using a public library card as the key identifier, access to the Headed2 career information database, its software services and research is made available. In particular, job seekers impacted by the COVID-19 pandemic are reliant on the public library to foster upskilling and getting back to work. And, because librarians have been trained in this domain, their role in workforce recovery efforts is critical.

This promotes quality career guidance services that can assist displaced workers in moving toward opportunities for quality, middle-class employment. Headed2 is an entirely unique, web-based career information database that, with the library card, can be accessed from anywhere and provide Nevada-first career information and research materials, career information that leads to training programs in priority industries.

2

**FOR NEVADANS:**

The easily understood, well-curated and well-displayed research database is designed to promote local labor markets and training opportunities for:

- Nevada's priority industries;
- To highlight the necessary corresponding credentials and certifications and
- Point people to local and statewide employment opportunities.

**FOR PUBLIC LIBRARIANS AND LIBRARY PARTNERS:**

- The tool provides powerful supply/demand analysis and reporting, helping staff provide timely career coaching, and
- Provides customized reporting modules for each partner.
- The data augmentation from NSHE will be immensely helpful to expedite training and give job seekers the ability to show "through skill badging" they possess requisite knowledge and abilities for in demand jobs

The platform builds career literacies and navigation skills by drawing connections among formal education institutions, training and certification systems and the careers they fuel. This helps people better understand exactly how their career choices will translate into fulfilling and gainful employment.

- Additionally, this is NOT a tool that the State Library, Archives and Public Records will use itself. It is provided in our role as a support to local libraries and their partners.

**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**

The unique features required not available from any other vendor are:

- *Using a library card* as the identifier to access the research and information database. This way librarians and their allied project partners can work from the same information base, in sync, to help job seekers make sense of and navigate the increasingly complex job market.
- A comprehensive Nevada-first career information architecture to make discoverable numerous occupational, education, training and job search sources. Currently much that is found online and elsewhere is disjointed, scattered and difficult to connect in the big picture. Additionally, Headed2 is the only database that combines the data gathered and synthesized by OWINN, DETR and GOED with national labor data.
- Customized reporting modules to show how *all partners uniquely and as a community of practice* helping a patron/client along the career advisement journey, through education/training pathways, and from application to employment.

**BACKGROUND OF A UNIQUE PILOT PROGRAM:**

NSLAPR is working on a demonstration project to place Nevada's public libraries as a major part of the solution in providing the quality and quantity of workers needed to sustain and grow Nevada's targeted industry sectors. As noted above, the Headed2 career information database offers a complete picture of the entire state's key industries by making use of data gathered and synthesized by OWINN, DETR and GOED, combined with national labor data.

For this demonstration project it is imperative that career information obtained from the same platform. The tool will be used in two ways:

1. First, across four counties (comprising the Las Vegas Valley region) partners are engaged in a *first of its kind in the nation* project. The Las Vegas Valley's four different library systems and the region's One-Stop Career Centers program (funded with the Department of Labor's Workforce Innovation Opportunity Act (WIOA) are the first to embed One Stop centers inside library buildings and work as allied partners toward the same goal: helping people find, train for and get good jobs.

Jaime Cruz serves as the Executive Director for Workforce Connections (Southern Nevada's Local Workforce Development Board). He advances and oversees processes that support continual improvement of the local one-stop delivery system, which provides employment and training services to Southern Nevadans. In late 2016, Mr. Cruz approached public library leaders within the Las Vegas Valley and ask them to consider working with Workforce Connections to leverage their resources with the library as a place that is open after hours, on the weekends and is filled with research, resources and staff. By early 2017, partners agreed, and eleven libraries are now home to Workforce Connections one-stop centers.

Since that time NSLAPR's library development work that includes statewide strategic planning and initiatives using Library Services Technology Act funds (LSTA, managed through the Institute of Museum and Library Services, IMLS) now provides the career information database, Headed2, as a linchpin tool to all public libraries across the state. This adds tremendous value to the partnership with Workforce Connections and has created new opportunities with WIOA partners in northern Nevada, like JOIN. The public libraries' role in facilitating workforce development within their communities is better supported and librarians understand the broad industry mix of the regional economy and related critical occupations (supply and demand) and are advancing the "big idea" of libraries as key centers for workforce recovery in every Nevada county.

For the State Library, these responsibilities are identified in *NRS 378.081*, which describes our role in benefitting the library community and other agencies and organizations in planning and providing workforce development services to the citizens of Nevada.

4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>
	<p>Features not available from any other vendor are described below; therefore the unique required qualities of the Headed2 database necessitate sole sourcing:</p> <ul style="list-style-type: none"> <li>• Access to the information database and software as a service features <i>obtained through a library card</i>;</li> <li>• A in place, comprehensive Nevada-first career information architecture;</li> <li>• Customized reporting modules to show how <i>all partners uniquely <u>and</u> as a community of practice</i> help a patron/client along the career advisement journey, through education/training pathways, and from application to employment.</li> </ul> <p>The <u>proprietary algorithm that drives the Headed2 career information database</u> will be used to assist the Nevada State Library in its role to support public librarians in delivery of strategic research and instruction that advances the Governor's goals of <i>supporting a healthy and educated citizenry, including preparing students for college and career success; ensuring a highly skilled and diverse workforce; and increasing the number of Nevadans with post-secondary credentials.</i></p>

5	<b>Were alternative services or commodities evaluated? Check One.</b>	Yes:		No:	
	a. <u><b>If yes</b></u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.				
	<p>With online analysis, and email inquiry other vendors claim to have the capabilities and features of the Headed2 career information database; namely, O*Net Online, Careeronestop.org, and MyPlan.com and were similar in their objective — to serve as a one-stop career center for students and/or job-seekers — but none of them provide access to services through the community's premier and most accessible place to do research: the public library using a library card.</p> <p>None have integrated Nevada-specific priority industry occupation information or credentials and none offer the vital backend reporting modules, customized to each partner's needs.</p> <p>These reports are essential to the success of the unique, embedded partnership between career-advisement professionals and librarians. By generating real-time reports specific to the partner's needs (librarians, career professionals, academic advisers, etc.), each are able to access critical information about their role in the journey of the jobseeker. It is akin to being able to recognize when a person breaks their arm skiing everyone from the ski patrol, to the paramedics in the ambulance, to the doctors in the emergency room, to the orthopedic surgeon to the physical therapist all played an allied, but unique role, in helping the skier fully recover and return to the slopes.</p> <p>In the same way, the Headed2 partner reporting modules tracks each of the support systems along the way and reports about the value of services provided in their unique role.</p>				
	b. <u><b>If not</b></u> , why were alternatives not evaluated?				

Purchasing Use Only:

Approval #:

#201003@

6	<b>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 MUST accompany this request.</b>			Yes:		No:	
	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	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>
	<p>As previously noted, beginning in 2017, Workforce Innovation and Opportunities Act (WIAO) services provided by the Southern Nevada Workforce Connections have been co-located at ten (11) of the 25 public libraries in the region. Furthermore, the College of Southern Nevada (CSN) is partnering with participating public libraries to explore additional spaces of physical and virtual connectivity. If the addition of this kind of wholly unique career information database is denied or stalled the work established and its partnerships across the state will not as seamlessly, or efficiently be able to integrate programs and services, including career information, education, training, and supportive services to connect jobseekers with employment opportunities. Further, this tool clarifies roles and responsibilities of these partners and advances the ability to report and demonstrate (with data) return on investment and partnership value.</p> <p>The well-orchestrated work of the Governor's Office of Economic Development, the Governor's Office of Workforce Innovation, the Department of Training and Rehabilitation, Department of Education and the Department of Administration in advancing Governor Sisolak's focused efforts to map Nevada's economic assets and align them with targeted industry sectors is advanced in this program and will help drive Nevada's economic recovery, if it is denied it can't help.</p>

8	<b>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?</b>
	<p>As previously noted, there are no other vendors that use a library card as an identifier and access point to the information resources. The career information database provided by Headed2 using primary source information from the US Census Bureau, the US Department of Labor, state agencies, and local information systems, as well database information concerning employer needs and job openings, is in line with industry standards from research companies who sell sophisticatedly curated and focused databases. The quality of information is driven from primary data sources, the easy to use interface and easily accessible reporting modules useable by all partners are uniquely created. The information database and software as a service is priced fairly and is reasonable. Year after year, NSLAPR licenses many databases and we are wholly familiar with industry pricing and trends.</p>

9	<b>Will this purchase obligate the State to this vendor for future purchases? Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</b>	Yes:	X	No:	
	a. If yes, please provide details regarding future obligations or needs.				

The project has been successful since initially deployed and has advanced the imperative to continue with the career information database tool, Headed2. Nevada's public libraries are a part of the solution in providing the quality and quantity of workers needed to sustain and grow Nevada's targeted industry sectors. Setting libraries at the center of this solution reinforces the Library Services and Technology Act (LSTA) priority for Nevada's public libraries to: "Expand services for learning and access to information and educational resources in a variety of formats, in all types of libraries, for individuals of all ages in order to support such individuals' needs for education, lifelong learning, workforce development, and digital literacy skills." With library leadership, Headed2 is the launch point for all workforce development partners to build and sustain a workforce supply chain to meet business and industry needs by nurturing individualized career planning and development.

- **RESOURCES AND COMPETENCIES**

- Nevada libraries have enabled e-library cards so Nevadans can access resources from anywhere, anytime. Library buildings may have limited access but online library resources are available 24/7
- Library spaces throughout Nevada, that are open at varying levels relative to Covid-19 conditions, libraries are making computers accessible with social distancing and hygiene protocols expressly for job seekers after hours and on the weekends
- Library patrons are (generally speaking) self-motivated information seekers;
- Library patrons (oftentimes) represent underserved populations;
- Ability to license the Headed2 database makes actionable the data already gathered and synthesized by OWINN, DETR and GOED – and now NSHE
- Library professionals seek to add value to the overall shared responsibility of getting Nevadans trained, leveled up (or both) to take their rightful place within their communities through meaningful, living wage employment;
- The ability to provide follow-on support to all patrons who start exploring new careers and opportunities – is not new to librarians, librarians have always been go-to people in giving citizens resume and job application support and helping people find trusted information.

Purchasing Use Only:

Approval #:

#201003 @

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 Westergard  
Agency Representative Initiating Request

Tammy Westergard  
Print Name of Agency Representative Initiating Request

10-12-2020  
Date

Tammy Westergard  
Signature of Agency Head Authorizing Request

Tammy Westergard  
Print Name of Agency Head Authorizing Request

10-12-2020  
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 or 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 333.700(7), 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.

Approved by:

Kevin A. Doty  
Administrator, Purchasing Division or Designee

10/13/2020  
Date



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Laura Freed, Director, DOA  
Tammy Westergaard, Administrator, NSLAPR  
Jennifer Victor, BA II, DMV

**CC:** David Haws, Administrator, EITS, DOA  
David Axtell, Chief Enterprise Architect, EITS, DOA

**FROM:** Timothy Galluzi, Technology Investment Administrator, EITS, DOA

**SUBJECT:** TIN Review Completed – *NSLAPR – Nevada Career Explorer Data Augmentation* – T2891203

**DATE:** November 3<sup>rd</sup>, 2020

We have completed the review for Nevada State Library and Public Archives (NSLAPR) – *Nevada Career Explorer Data Augmentation* TIN.

The submitted TIN, for an estimated value of \$125,000, supports the enhancement and/or upgrade an existing technology solution, software product, and/or equipment solution currently in place and in use by the agency.

The agency is supporting efforts to enhance the Nevada CareerExplorer career navigation system. This is a partnership with the agency and the Nevada System of Higher Education. This cloud-based system has been in place since 2018. This investment will enhance the user interface and assist in the update of critical higher ed data, to include educational pathways for workforce development. The system does not reside on state infrastructure.

The Office of Information Security (OIS) is available, at the agency's request, to conduct a security review of any solution. If there are any questions regarding support from OIS please reach out to the office directly. It is expected that this solution will follow state security policies and standards.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**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: **23722**

Agency Name:	<b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name:	<b>WELLSKY CORPORATION</b>
Agency Code:	<b>402</b>	Contractor Name:	<b>WELLSKY CORPORATION</b>
Appropriation Unit:	<b>3151-26</b>	Address:	<b>PO BOX 204176</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>DALLAS, TX 75320-4176</b>
If "No" please explain:	Not Applicable	Contact/Phone:	913/307-1000
		Vendor No.:	PUR0004339A
		NV Business ID:	NV20141224633

To what State Fiscal Year(s) will the contract be charged? **2021-2025**

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

<b>X</b>	General Funds	<b>54.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>46.00 %</b>	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 **01/01/2021**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years and 180 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **Wellsky SA**

5. Purpose of contract:

**This is a new service agreement under statewide contract #23381, which provides Cloud Services. This service agreement is for cloud solution products and licenses.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$9,049,277.02**

Other basis for payment: As invoiced per Attachment EE.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

ADSD currently uses a number of WellSky's cloud solution products for case management and reporting across the Division. Historically we have worked with this vendor under a maintenance agreement, however, due to the nature of our business and the information being shared the Division needed to execute a contract. The Statewide contract approved by BOE in August enabled the attached service agreement. This agreement represents no new work, rather supports existing work through the states contracting process.

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

WellSky provides cloud solution products and licenses, ADSD programs would not be able to operate and provide services to their consumers.

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?

From Statewide Contract Master Service Agreement, Cloud Contract #AR310

d. Last bid date: Anticipated re-bid date: 01/01/2025

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:

ADSD since 2016 - 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	amanocha	11/04/2020 13:36:28 PM
Division Approval	amanocha	11/04/2020 13:36:32 PM
Department Approval	mwinebar	11/04/2020 14:12:57 PM
Contract Manager Approval	maceved1	11/04/2020 14:33:38 PM
EITS Approval	tgalluzi	11/05/2020 08:42:18 AM
Budget Analyst Approval	jyou23	11/12/2020 09:27:48 AM
BOE Agenda Approval	bwooldri	11/16/2020 07:31:50 AM
BOE Final Approval	Pending	



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Dena Schmidt, Administrator, ADSD  
Justin Robinson, IT Manager 3, ADSD  
Robin Hager, ASO IV, ADSD  
Suzannah Johnson, IT Professional II, ADSD

**CC:** David Haws, Administrator, EITS, DOA  
David Axtell, Chief Enterprise Architect, EITS, DOA

**FROM:** Timothy Galluzi, Technology Investment Administrator, EITS, DOA

**SUBJECT:** TIN Update Review Completed – ADSD - *Wellsky Renewal Licensing: Aging & Disability Application and Human Services Application* – T3151163

**DATE:** November 15<sup>th</sup>, 2020

We have completed the update review for Aging & Disability Services Division's (ADSD) – *Wellsky Renewal Licensing: Aging & Disability Application and Human Services Application* TIN.

The submitted TIN, updates the estimated value from \$4,197,510 to \$9,049,277 due to the extension of the contract adding additional fiscal years. This investment supports the renewal or update of a maintenance, licensing, or consulting agreement already in place.

The technology investment is the expenditure for the licensing renewal for the Human Services and Aging and Disability enterprise solutions provided to the Aging and Disability Services Division by Wellsky. These mission-critical solutions address the core business of the division for state personnel as well as the consumer base and providers.

If there are to be any changes to enterprise services, including: network, server, telecom etc. please notify EITS as soon as possible.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**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: **23520**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3279-08**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS - UNR**Contractor Name: **BOARD OF REGENTS - UNR**Address: **UNR CONTROLLERS OFFICE  
MAIL STOP 0124**City/State/Zip: **RENO, NV 89557-0124**Contact/Phone: **ASHLEY GREENWALD 775/784-8218**Vendor No.: **D35000816**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **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.

<b>X</b> General Funds	<b>100.00 %</b>	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 **01/01/2021**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **179 days**4. Type of contract: **Interlocal Agreement**Contract description: **Behavior Support**

5. Purpose of contract:

**This is a new interlocal agreement to provide behavior analysis services which will assist clients to remain in their home in the community instead of an institutional placement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$147,787.86**

Other basis for payment: As Invoiced per Attachments BB

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Desert Regional Center (DRC) is supporting persons served who are not having success in family homes, Supported Living Arrangements or Jobs and Day Training settings due to behaviors (i.e. harming self or others, being unsafe) which interfere with their ability to participate in everyday activities. This leads to these persons served not having appropriate services/programs. The persons served need to have formal assessments and plans written. Currently DRC does not have staff identified to do this. This contract is with an agency that specializes in meeting this need.**

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

**A state class specification for a Board Certified Behavior Analyst (BCBA) does not exist, so contract dollars were requested. BCBAs require a Masters or Doctorate Degree in Psychology or related field including extensive coursework and practical experience in behavior analysis and are nationally licensed by the Behavior Analyst Certification Board.**

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?

Pursuant to NRS 277.180 one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking.

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

8%

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 since 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:  
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	amanocha	08/19/2020 17:13:33 PM
Division Approval	amanocha	08/19/2020 17:13:36 PM
Department Approval	mwinebar	10/28/2020 17:56:19 PM
Contract Manager Approval	maceved1	10/29/2020 09:20:21 AM
Budget Analyst Approval	jyou23	11/10/2020 13:15:58 PM
BOE Agenda Approval	bwooldri	11/12/2020 06:56:33 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: **23451**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	<b>PUBLIC CONSULTING GROUP, INC.</b>
Agency Code:	<b>403</b>	Contractor Name:	<b>PUBLIC CONSULTING GROUP, INC.</b>
Appropriation Unit:	<b>3158-04</b>	Address:	<b>148 State Street, 10th Floor</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Boston, MA 02109</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Kelly Gallagher 919-567-2251
		Vendor No.:	T32000898C
		NV Business ID:	NV20021466314

To what State Fiscal Year(s) will the contract be charged? **2021-2024**

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.

<b>X</b>	General Funds	<b>50.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **10/31/2023**Contract term: **2 years and 333 days**4. Type of contract: **Contract**Contract description: **AlloCAP Support**

5. Purpose of contract:

**This is a new contract to provide ongoing services for AlloCAP Access-based software and support.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$348,338.00**

Other basis for payment: SFY21 - \$101,077; SFY22 - \$103,646; SFY23 - \$106,910; SFY24 - \$36,705

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The current system is a compiled database owned and trademarked by this vendor. The proprietary system can only be modified by Public Consulting Group. The AlloCAP Access-based software is used for data input and allocation of services and staff time used to produce data for Administrative Claiming and Cost Based rates, which includes cost allocation for payroll and administrative expenses that are used for CMS reporting.

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 specialized 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 #: 201002**

**Approval Date: 10/06/2020**

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

Yes

### III. OTHER INFORMATION

11. 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 2014-2019 and used by various agencies. 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	nrezaie	10/21/2020 16:33:06 PM
Division Approval	ltuttl1	10/28/2020 13:19:18 PM
Department Approval	mwinebar	10/28/2020 13:21:34 PM
Contract Manager Approval	ltuttl1	10/28/2020 15:20:42 PM
EITS Approval	tgalluzi	10/28/2020 15:45:27 PM
Budget Analyst Approval	laaron	11/14/2020 11:18:21 AM
BOE Agenda Approval	laaron	11/14/2020 11:18:24 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

<b>Purchasing Use Only:</b>	
Approval#:	201002 @

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

<b>1a</b>	<b>Agency Contact Information - Note:</b> Approved copy will be sent to only the contact(s) listed below:		
	State Agency Name: <i>Division of Health Care Financing and Policy</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Ian Knight, ASOI</i>	<i>775-684-3775</i>	<i>i.knight@dhefp.nv.gov</i>

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Public Consulting Group, Inc. (PCG)</i>
	Contact Name:	<i>Kara Hammer</i>
	Complete Address:	<i>148 State Street, 10<sup>th</sup> Floor, Boston, MA 02109</i>
	Telephone Number:	<i>617-426-2026 ext. 1386</i>
	Email Address:	<i>khammer@pcgus.com</i>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	<input checked="" type="checkbox"/> <i>X</i>
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	<input checked="" type="checkbox"/> <i>X</i>	No
	Amendment:	#		
	CETS:	#		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>Upon Approval</i>	End Date:

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	<i>50%</i>
	Federal Funds:	<i>50%</i>
	Grant Funds:	
	Other (Explain):	

Purchasing Use Only:

Approval #:

2010022

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$348,339.00

2	<p><b>Provide a description of work/services to be performed or commodity/good to be purchased:</b></p> <p><i>This authorization will allow DHCFP to maintain the current AlloCAP system used by all divisions within DHHS and provide consultation for the implementation of a Time and Effort system; consultation for Medicaid billable and reimbursable services and consultation for Cost Allocation Plans. These services also provide DHCFP the ability to receive consultation for inquiries on the system and cost allocation plans; receive technical assistance; develop custom reports and assist with single state anti/or federal audits. AlloCAP is a proprietary web-based cost allocation plan (CAP) solution.</i></p>
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3	<p><b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b></p> <p><i>PCG developed and owns proprietary rights to the AlloCAP software used by every DHHS division for Medicare/Medicaid billing and other cost allocation activities.</i></p>
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4	<p><b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b></p> <p><i>DHHS divisions began using services of PCG in SFY 09 to establish Cost Allocation Plans for departmental agencies. In SFY 11, an amendment to the original contract provided for AlloCAP software development and installation for up to four agencies of DHHS. The system is a compiled database owned and trademarked by the vendor. The proprietary system can only be modified by PCG.</i></p> <p><i>Originally, after the initial installation of AlloCAP Access-based Software and related training, there was no longer a need for additional support or services from PCG. The cost allocation software functioned properly, and the user reports supplied were beneficial. Since the original installation, Health Care Reform (HCR) increased the number of Medicare/Medicaid programs and advantages to provide low income Nevadans with medical services. The tracking of these additional HCR expenditures require updates to AlloCAP and formatting revisions that can only be performed by PCG. Additionally, the HCR expenditures require subject matter expertise on Medicaid billable and reimbursable services in order to maximize the State's benefit of Medicaid services. In the future, the growth of Medicare/Medicaid programs as they relate to project cost allocations will require maintenance and upgrades to PCG's web-based software.</i></p> <p><i>With the complexity of entitlement programs and policy changes, there is an ongoing need for additional support and the services listed.</i></p>
---	---

5	<p><b>Were alternative services or commodities evaluated? Check One.</b></p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>a. <i>If yes, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.</i></p>
---	---

Purchasing Use Only:

Approval #:

2010020

b. **If not**, why were alternatives not evaluated?

*PCG developed and owns proprietary rights to the AlloCAP software used by DHCFP for Medicaid billing and other cost allocation activities. DHCFP uses AlloCAP as part of the overall Medicaid billing process in the state; therefore, there is no feasible option to develop or deploy an alternative system.*

**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 MUST accompany this request.**

Yes:

X

No:

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:*

6	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)
	11/1/14	10/31/18	\$484,483.00	Cost Allocation DHCFP	Exempt - Waiver #140807
	11/09/18	10/31/19	\$118,707.00	Cost Allocation DHCFP	Exempt - Waiver #140807
			\$		
			\$		
			\$		

**What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?**

7 *The system is a compiled database owned and trademarked by the vendor. The proprietary system can only be modified by PCG, because of this, if the waiver is denied we will be unable to utilize the database that is in place.*

**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?**

8 *The services of PCG were previously solicited through a Solicitation Waiver #140807. PCG developed and owns proprietary rights to the AlloCAP software. The system is a compiled database owned and trademarked by the vendor. The proprietary system can only be modified by PCG. There are no other vendors that would be able to compete with this service.*

**Will this purchase obligate the State to this vendor for future purchases? Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.**

Yes:

X

No:

9 a. *If yes, please provide details regarding future obligations or needs. The current web-based system requires maintenance and hosting fees.*

<b>Purchasing Use Only:</b>	
Approval #:	201002@

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.

*Ian Knight*

Agency Representative Initiating Request

10/02/2020

Ian Knight, MBA, ASO I

Print Name of Agency Representative Initiating Request

Date

*Suzanne Bierman*  
Suzanne Bierman (Oct 2, 2020 17:11 PDT)

Signature of Agency Head Authorizing Request

10/02/2020

Suzanne Bierman, JD, MPH, 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 or 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 333.700(7), 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.

Approved by:

*Kevin D. Doty*

Administrator, Purchasing Division or Designee

10/6/2020  
Date



**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
***Enterprise IT Services Division***  
100 N. Stewart Street, Suite 100 | Carson City, Nevada 89701  
Phone: (775) 684-5800 | [www.it.nv.gov](http://www.it.nv.gov) | Fax: (775) 687-9097

**M E M O R A N D U M**

**TO:** Suzanne Bierman, Administrator, DHCFP  
April Caughron, ITM II, DHCFP  
Melissa Laufer-Lewis, ASO IV, DHCFP  
Robin Ochsenchlager, ITP IV, DHCFP

**CC:** David Haws, Administrator, EITS, DOA  
David Axtell, Chief Enterprise Architect, EITS, DOA

**FROM:** Timothy Galluzi, Technology Investment Administrator, EITS, DOA

**SUBJECT:** TIN Review Completed – DHCFP - *Public Consulting Group, Inc* – T3158185

**DATE:** September 9<sup>th</sup>, 2020

We have completed the review for Division of Health Care Finance & Policy's (DHCFP) – *Public Consulting Group, Inc* TIN.

The submitted TIN, for an estimated value of \$330,700, supports the ongoing contract or maintenance agreement for a solution already in place at the agency.

The Vendor provides and maintains the AlloCAP system which is used for the data input and allocation of services and staff time used to produce data for Administrative Claiming and Cost Based rates. This system is used widely across the DHHS Divisions.

If there are to be any changes to enterprise services, including: network, server, telecom etc. please notify EITS as soon as possible.

It is expected that this solution will continue to follow state security standards and policies.

A copy of this memo has also been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

**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: **23681**

Agency Name: <b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Public Knowledge, LLC</b>
Agency Code: <b>403</b>	Contractor Name: <b>Public Knowledge, LLC</b>
Appropriation Unit: <b>3158-15</b>	Address: <b>500 E. Wrangler Rd.</b>
Is budget authority available?: <b>No</b>	City/State/Zip: <b>Cheyenne, WY 82009</b>
If "No" please explain: Work Program WPC53183 scheduled for December IFC	Contact/Phone: <b>Stacey Obrecht 800-776-4229</b>
	Vendor No.: <b>T27022922</b>
	NV Business ID: <b>NV20091086529</b>

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>90.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>10.00 % Drug Transparency Fines</b>

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **210 days**4. Type of contract: **Other (include description): Work Plan**Contract description: **PASS Services**

5. Purpose of contract:

**This is a new service agreement under statewide contract #23410 to provide procurement of acquisition support services. This service agreement will provide development of the Pharmacy Benefit Manager Request for Proposal. THIS IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53183**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$216,000.00**

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?

This is the first time within DHHS that agencies will utilize the same Pharmacy Benefit Manager. The technical nuance of the proposal requires assistance from a vendor that has drafted language in other states and has experience with procurement acquisition support services. The shortened time frame also necessitates assistance. The RFP will also include services for the Division of Public and Behavioral Health's AIDS Drug Assistance Program.

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

While state employees within DHCPS and DPBH will serve as Subject Matter Experts, they do not have the capacity and ability to research, capture and assess language from other states RFPs and develop in a technically proficient manner that will adapt to the nuances of Nevada in a limited time frame.

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?

Statewide Contract 99SWC-NV21-5889

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:

DHCFP - 2013 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:

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	nrezaie	10/20/2020 08:27:36 AM
Division Approval	ltuttl1	10/20/2020 08:31:37 AM
Department Approval	mwinebar	10/28/2020 14:16:14 PM
Contract Manager Approval	ltuttl1	10/29/2020 10:43:20 AM
Budget Analyst Approval	laaron	11/14/2020 17:03:09 PM
BOE Agenda Approval	laaron	11/14/2020 17:03:11 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23639**Amendment  
Number: **1**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL  
HEALTH**Legal Entity  
Name: **MONEY MANAGEMENT  
INTERNATIONAL, INC.**Agency Code: **406**Contractor Name: **MONEY MANAGEMENT  
INTERNATIONAL, INC.**Appropriation Unit: **3218-28**Address: **2650 S. JONES BLVD**Is budget authority  
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89146**

If "No" please explain: Not Applicable

Contact/Phone: **LISA MARTIN 702/364-5856**Vendor No.: **T27042153**NV Business ID: **NV20031242278**To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C17730**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **09/30/2020**  
Examiner's approval?Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/23/2020**  
Termination Date:Contract term: **166 days**4. Type of contract: **Contract**Contract description: **COVID-19 Call Center**

5. Purpose of contract:

**This is the first amendment to the original contract which provides continuing call coverage and web maintenance in response to the COVID-19 Pandemic utilizing the Nevada 2-1-1 call-in center and Nevada's Coronavirus hotline. This amendment extends the termination date from December 23, 2020 to March 15, 2021 and increases the maximum amount from \$75,139.46 to \$141,952.95 due to the increased need for these services**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$75,139.46	\$75,139.46	\$75,139.46	Yes - Action
2. Amount of current amendment (#1):	\$66,813.49	\$66,813.49	\$66,813.49	Yes - Action
3. New maximum contract amount:	\$141,952.95			
and/or the termination date of the original contract has changed to:	03/15/2021			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The increased call volume to Nevada 2-1-1 in response to the COVID-19 emergency.

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

Nevada 2-1-1, the Information and Referral Program administered by Money Management International, is the established call center.

9. Were quotes or proposals solicited? No

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

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Not Applicable**

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

This is an emergency contract approved by State Purchasing. Money Management International is already in place and has the organizational, management and administrative systems capable of fulfilling the increased number of Call Specialists to accommodate the contract requirements for COVID-19. NAC 333.114

- 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 Department of Health and Human Services - Public and Behavioral Health since 2019 and the Director's Office since 2018 with satisfactory performance.

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	rmille8	11/10/2020 15:38:01 PM
Division Approval	rmille8	11/12/2020 13:57:38 PM
Department Approval	mwinebar	11/12/2020 13:58:18 PM

Contract Manager Approval	rmille8	11/12/2020 14:00:24 PM
Budget Analyst Approval	afrantz	11/16/2020 10:25:32 AM
BOE Agenda Approval	bwooldri	11/16/2020 10:52:21 AM

## Kelli Quintero

---

**From:** Kevin D. Doty  
**Sent:** Wednesday, July 1, 2020 1:42 PM  
**To:** Kelli Quintero  
**Subject:** Re: Emergency COVID-19 Contract

Hi Kelli,  
Pursuant to NAC 333.114, you are authorized to continue contracting with MMI.  
I hope you are staying safe and doing well.  
Kevin

Sent from my iPhone

On Jul 1, 2020, at 12:04 PM, Kelli Quintero <kquintero@health.nv.gov> wrote:

Good morning Mr. Doty.

I would like permission to continuing contracting with Money Management International (MMI) to provide call coverage in response to the COVID-19 Pandemic utilizing the Nevada 2-1-1 call-in center and Nevada's Coronavirus Hotline for the duration of the Pandemic. MMI has now hired and trained the call center specialists and continue to take calls for COVID-19; I have secured more funding and would like to continue contracting with them.

Thank you for your consideration.

Kelli Quintero -ASOIII  
775-684-4207

---

**From:** Kevin D. Doty <kddoty@admin.nv.gov>  
**Sent:** Tuesday, May 5, 2020 10:21 AM  
**To:** Kelli Quintero <kquintero@health.nv.gov>  
**Subject:** RE: Emergency COVID-19 Contract

Hi Kelli,

Pursuant to NAC 333.114, you are authorized to proceed with this contract with Money Management International.

Kevin

Kevin D. Doty  
Administrator  
Purchasing Division  
Nevada Department of Administration  
(775) 684-0183  
[kddoty@admin.nv.gov](mailto:kddoty@admin.nv.gov)

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23176**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3145-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Board of Regents, UNR School of Social Work

Contractor Name: **Board of Regents, UNR School of Social Work**Address: **Mail Stop 090**City/State/Zip: **Reno , NV 89557-0242**

Contact/Phone: Jennifer Dole Massie, MSW 775-682-7412

Vendor No.: D35000816

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2021-2023**

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.

<b>X</b>	General Funds	<b>34.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>66.00 %</b>	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 **01/01/2021**

Anticipated BOE meeting date 06/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2023**Contract term: **2 years and 179 days**4. Type of contract: **Interlocal Agreement**Contract description: **Training Services**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing development of a Nevada child welfare training infrastructure and an intensive quality training and professional development system for undergraduate and graduate social work students.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,162,700.00**

Payment for services will be made at the rate of \$433,800.00 per FY 2021

Other basis for payment: \$864,600 FY 2022; and \$864,300 FY 2023

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Federal and State requirements for training of child welfare staff who serve children that have been abused neglected or abandoned.

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

The State does not have an in-house training program or the capacity to conduct training to child welfare staff that would meet the federal/state requirements of initial and ongoing training.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180

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

University of Nevada, Reno.

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 contractor has been under contract with the Division and other agencies. 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 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:

Hayley Jarolimek, Social Services Chief 3 Ph: 702-486-4226

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	knielsen	10/28/2020 10:51:43 AM
Division Approval	knielsen	10/28/2020 10:51:46 AM
Department Approval	mwinebar	10/28/2020 17:28:20 PM
Contract Manager Approval	sknigge	10/29/2020 11:45:34 AM
Budget Analyst Approval	jyou23	11/10/2020 12:32:22 PM
BOE Agenda Approval	bwooldri	11/12/2020 07:00:10 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **22891** Amendment Number: **1**

Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **Preston Management & Organizational Consulting**

Agency Code: **409** Contractor Name: **Preston Management & Organizational Consulting**

Appropriation Unit: **3229-43** Address: **11371 Corsica Mist Avenue**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89135**

If "No" please explain: Not Applicable Contact/Phone: **Mark S. Preston 702-363-7386**

Vendor No.: **T29041473**

NV Business ID: **NV20161557952**

To what State Fiscal Year(s) will the contract be charged? **2020-2022**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 **04/15/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/31/2020**

Termination Date:

Contract term: **1 year and 260 days**4. Type of contract: **Contract**Contract description: **Kinship Evaluation**

## 5. Purpose of contract:

**This is the first amendment to the original contract to provide phase 2 of the evaluation of the Foster Kinship program. This amendment extends the termination date from December 31, 2020 through December 31, 2021 and increases the maximum amount from \$80,000 to \$157,140 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:	\$80,000.00	\$80,000.00	\$80,000.00	Yes - Action
2. Amount of current amendment (#1):	\$77,140.00	\$77,140.00	\$77,140.00	Yes - Action
3. New maximum contract amount:	\$157,140.00			
and/or the termination date of the original contract has changed to:	12/31/2021			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

Family First Prevention Services Act.

## 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.

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 #: 200102**

**Approval Date: 01/14/2020**

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

This vendor performed the initial evaluation of the Kinship Navigator program and therefore had the most experience to evaluate the next phase.

d. Last bid date: 10/01/2018 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?

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

The contractor has been under contract with the Division from 10/2018 to present. 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 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	knielsen	10/28/2020 10:54:20 AM
Division Approval	knielsen	10/28/2020 14:28:29 PM
Department Approval	mwinebar	10/28/2020 17:06:13 PM
Contract Manager Approval	sknigge	10/29/2020 11:45:51 AM
Budget Analyst Approval	jyou23	11/10/2020 12:49:23 PM
BOE Agenda Approval	bwooldri	11/12/2020 06:58:38 AM

Steve Sisolak  
Governor



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: (775) 684-0170 | Fax: (775) 684-0188

Peter Long  
Interim Director

Robin Hager  
Deputy Director

Kevin D. Doty  
Administrator

**Purchasing Use Only:**

Approval#: 200102 @

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

**ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

<b>1a</b>	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency Name: <i>Division of Child and Family Services</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Sharon Knigge</i>	<i>775-684-7952</i>	<i>contracts@dcfs.nv.gov</i>
	<i>Katrina Nielsen</i>	<i>775-684-4414</i>	<i>knielsen@dcfs.nv.gov</i>

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Mark S. Preston dba Preston Management and Organizational Consulting</i>
	Contact Name:	<i>Mark Preston</i>
	Complete Address:	<i>11371 Corsica Mist Avenue</i>
	Telephone Number:	<i>702-363-7386</i>
Email Address:		<i>msprestonconsulting@gmail.com</i>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	<i>X</i>
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	<i>X</i>	No
	Amendment:	#		
	CETS:	#		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>Upon Approval</i>	End Date:

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	<i>100%</i>
	Other (Explain):	

Purchasing Use Only:

Approval #:

200/02 @

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:			
	\$80,000			

2	<p><b>Provide a description of work/services to be performed or commodity/good to be purchased:</b></p> <p><i>The primary goal of the continuing evaluation is to further determine if Nevada's Kinship Navigator program yields significantly better child(ren) outcomes (safety, permanency, well-being) in comparison to child(ren) placed in relative foster care or non-relative foster care by the State of Nevada's Division of Child and Family Services (DCFS), Clark County Family Services or Washoe County Human Services Agency. The secondary goal is to determine if the Kinship Navigator Programs manual clearly outlines protocols and procedures that illustrate key components of effective practice.</i></p>			
---	---	--	--	--

3	<p><b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b></p> <p><i>DCFS was recently awarded additional competitive grant funding to complete a phase 2 of the project. With the initial Kinship Navigator grant, Mark S. Preston dba Preston Management and Organizational Consulting was awarded the original Kinship Navigation Evaluation contract through a competitive RFP process in which he was the only respondent. Mr. Preston was instrumental in developing the custom designed research and data collection program to evaluate the program's effectiveness.</i></p>			
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4	<p><b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b></p> <p><i>Mr. Preston's intimate knowledge of, and involvement in, phase 1 of the project make him an invaluable asset with his firsthand knowledge and experience that other evaluators may not share. He is knowledgeable with regard not only to the Family First Prevention Services Act 2018 but also Nevada's Kinship Navigator program. He is the one that got us started and has put us on the road to potentially being the 1<sup>st</sup> nationally recognized, well supported Kinship Navigator program. Because the Kinship Navigator grant is competitive, it was not known whether Nevada would be successful in receiving the second-year grant award. In the meantime, Mr. Preston's original contract expired prior to receiving the second-year grant award notification for completion of phase 2.</i></p>			
---	--	--	--	--

5	Were alternative services or commodities evaluated? Check One.		Yes:		No:	X
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.					
	b. <u>If not</u> , why were alternatives not evaluated?					
<p><i>The Kinship Navigator grant is a one-year grant award with a short timeframe in which to complete the project. The only alternative would be to release another RFP for the services. Doing so would result in significantly less time to provide the evaluator services. DCFS would have to conduct the RFP and then would have to bring a new evaluator "up to speed", where Mr. Preston would be able to start right away with the knowledge and familiarity with the tool he helped develop.</i></p>						

<b>Purchasing Use Only:</b>	
Approval #:	200102 @

6	<b>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.</b>				Yes:	X	No:	
	a. If yes, starting with the most recent contract and working backward, for the <i>entire</i> 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 #)			
	10/24/2018	11/30/2019	\$80,000	Kinship Navigator Evaluation Phase #1	Agency RFP #RCW19-01			
			\$					
			\$					
			\$					

7	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>	
	Phase two of the evaluation will not be completed timely and the federal reporting requirements will not be met.	

8	<b>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?</b>	
	Mark S. Preston dba Preston Management and Organizational Consulting was the only vendor to respond to the previous RFP. DCFS did not know we were receiving the most recent grant award until after the termination date of the contract resulting from that RFP.	

9	<b>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></b>				Yes:		No:	X
	a. If yes, please provide details regarding future obligations or needs.							

Purchasing Use Only:

Approval #:

200102④

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

Mandi Davis

Signature of Agency Head Authorizing Request

Mandi Davis, Deputy Administrator

Print Name of Agency Head Authorizing Request

1/2/20  
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 or 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 333.700(7), 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.

Approved by:

Kevin D. Doty

Administrator, Purchasing Division or Designee

1/14/20  
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

<b>Purchasing Use Only:</b>	
Approval#:	201004 @

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

ALL FIELDS ARE REQUIRED – INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	<b>Agency Contact Information - Note:</b> Approved copy will be sent to only the contact(s) listed below:		
	State Agency Name: <i>Division of Child and Family Services</i>		
	<i>Contact Name and Title</i> <i>Phone Number</i> <i>Email Address</i>		
	<i>Sharon Knigge</i> <i>775-684-7952</i> <i>contracts@dcfs.nv.gov</i>		
	<i>Katrina Nielsen</i> <i>775-684-4414</i> <i>knielsen@dcfs.nv.gov</i>		

1b	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Mark S. Preston dba Preston Management and Organizational Consulting</i>
	Contact Name:	<i>Mark Preston</i>
	Complete Address:	<i>11371 Corsica Mist Avenue Las Vegas, NV 89135</i>
	Telephone Number:	<i>702-363-7386</i>
Email Address:		<i>msprestonconsulting@gmail.com</i>

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	<i>X</i>
	Professional Service Exemption:	

1d	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	No	<i>X</i>
	Amendment:	<i>#1</i>		
	CETS:	<i>#22891</i>		

1e	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>Upon Approval</i>	End Date:

1f	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	<i>100%</i>
	Other (Explain):	

Rec'd 10/22/2020 - 10/24/2020 9:35am LVM - A C. K. SK @ 9:52 email to SK - @

Purchasing Use Only:

Approval #:

201004 @

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$77,140

2	<p><b>Provide a description of work/services to be performed or commodity/good to be purchased:</b></p> <p><i>The primary goal of the continuing evaluation is to further determine if Nevada's Kinship Navigator program yields significantly better child(ren) outcomes (safety, permanency, well-being) in comparison to child(ren) placed in relative foster care or non-relative foster care by the State of Nevada's Division of Child and Family Services (DCFS), Clark County Family Services or Washoe County Human Services Agency. The secondary goal is to determine if the Kinship Navigator Programs manual clearly outlines protocols and procedures that illustrate key components of effective practice.</i></p>
---	---

3	<p><b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b></p> <p><i>DCFS was recently awarded additional competitive grant funding to complete a phase 3 of the project. With the initial Kinship Navigator grant, Mark S. Preston dba Preston Management and Organizational Consulting was awarded the original Kinship Navigation Evaluation contract through a competitive RFP process in which he was the only respondent. Mr. Preston was instrumental in developing the custom designed research and data collection program to evaluate the program's effectiveness.</i></p>
---	---

4	<p><b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b></p> <p><i>Mr. Preston's intimate knowledge of, and involvement in, phases 1 and 2 of the project make him an invaluable asset with his firsthand knowledge and experience that other evaluators may not share. He is knowledgeable with regard not only to the Family First Prevention Services Act of 2018 but also Nevada's Kinship Navigator program. He is the one that got us started and has put us on the road to potentially being the 1<sup>st</sup> nationally recognized, well supported Kinship Navigator program. Because the Kinship Navigator grant is competitive, it was not known whether Nevada would be successful in receiving the third-year grant award.</i></p>
---	---

5	Were alternative services or commodities evaluated? Check One.	Yes:		No:	X
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.				
	<p>b. <u>If not</u>, why were alternatives not evaluated?</p> <p><i>The Kinship Navigator grant is a one-year grant award with a short timeframe in which to complete the project. The only alternative would be to release another RFP for the services. Doing so would result in significantly less time to provide the evaluator services and the division would lose two years work of progress made developing a new evaluation tool.</i></p>				

Purchasing Use Only:

Approval #:

#201004C

Has the agency purchased this service or commodity in the past? Check One. <i>Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers MUST accompany this request.</i>					Yes:	X	No:	
6	a. If yes, starting with the most recent contract and working backward, for the <i>entire</i> 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 #)			
	10/24/2018	11/30/2019	\$80,000	Kinship Navigator Evaluation Phase #1	Agency RFP #RCW19-01			
	04/15/2020	12/31/2020	\$80,000	Kinship Navigator Evaluation Phase #2	Solicitation Waiver SW200102			
			\$					
			\$					

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?							
	Phase three of the evaluation will not be completed timely and the federal reporting requirements will not be met.							

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?							
	Mark S. Preston dba Preston Management and Organizational Consulting was the only vendor to respond to the previous RFP.							

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:	
9	a. If yes, please provide details regarding future obligations or needs.							
	This contract is funded through a competitive grant application process so it is unknown if DCFS will be successful in receiving grant awards in future years. As this is an on-going program, it is likely addition grant applications will be submitted as long as this program is federally funded. Foster Kinship is a non-profit organization we subaward grant funding to that completes and submits the grant application and works directly with the contracted evaluator. DCFS acts as a pass-through for this funding as required in the terms of the grant.							

Purchasing Use Only:	
Approval #:	201004 @

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

Mandi Davis  
Signature of Agency Head Authorizing Request

Mandi Davis, Deputy Administrator  
Print Name of Agency Head Authorizing Request

10/22/2020  
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 or 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 333.700(7), 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.

Approved by:

Kevin D. Doty  
Administrator, Purchasing Division or Designee

10/27/2020  
Date

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23699**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3706-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED BIOMEDICAL & IMAGING**Contractor Name: **ADVANCED BIOMEDICAL & IMAGING**Address: **5325 LOUIE LN STE 1**City/State/Zip: **RENO, NV 89511-1813**Contact/Phone: **Dave Welsh 775-432-6325**Vendor No.: **T27043395**NV Business ID: **NV20151189783**To what State Fiscal Year(s) will the contract be charged? **2021-2025**

What is the source of funds that 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 #: **440**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2021**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Medical EQ/X-Ray PM**

5. Purpose of contract:

**This is a new contract to provide ongoing medical equipment preventative maintenance services and electrical safety checks for equipment located in correctional facilities statewide.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$294,069.04**

Other basis for payment: FY21 \$20,180.00/ FY22 \$76,030.24/ FY23 \$79,071.41/ FY24 \$82,234.39 / FY25 \$36,553.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**To preserve State property and for the health and safety of staff and offenders.**

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

**Department employees do not have the expertise and/or the equipment necessary to perform this service. No other State agency provides 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):

Ames Med Equipment Inc.  
Advanced Biomedical & Imaging  
Quest Medical  
Merc Medical Supply Co Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #40DOC-S1262, and in accordance with NRS 333, the selected vendor was the only vendor who submitted a proposal and their response was reviewed the NDOC.

d. Last bid date: 08/13/2020 Anticipated re-bid date: 06/15/2024

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:

NDOC contract #23016/ 23215 since April 2020. Work performed has been verified as 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	shoh1	10/27/2020 11:18:00 AM
Division Approval	jbauer	10/27/2020 11:38:32 AM
Department Approval	amonro1	10/27/2020 12:08:06 PM
Contract Manager Approval	aroma2	10/28/2020 10:36:55 AM
Budget Analyst Approval	jrodrig9	11/16/2020 16:54:33 PM
BOE Agenda Approval	jrodrig9	11/16/2020 16:55:11 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23707**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4713-29**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **STREICHERS, Inc.**Contractor Name: **STREICHERS, Inc.**Address: **10911 West Highway 55**City/State/Zip: **Plymouth, MN 55441**Contact/Phone: **Eric C. Johnson 763-252-2527**Vendor No.: **T29043007**NV Business ID: **NV20201926460**To what State Fiscal Year(s) will the contract be charged? **2021-2026**

What is the source of funds that 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 **20.00 %** Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

**X** Highway Funds **80.00 %** Other funding 0.00 %Agency Reference #: **4706**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2025**Contract term: **5 years and 31 days**4. Type of contract: **Contract**Contract description: **DPS Uniform Contract**

5. Purpose of contract:

**This is a new contract to provide uniforms to sworn officers.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$750,570.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Sworn Officers are required to wear uniforms. This contract enables all DPS Sworn Officers to meet uniform requirements, allowing all Divisions to be consistent in both dress and pricing.**

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

**The State of Nevada does not employ uniform contractors.**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):

**Streicher, Inc.**b. Solicitation Waiver: **Not Applicable**

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

**This vendor was the only response to RFP #65DPS-S1108.**

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:

Roxana Gifford, NHP Contract Manager Ph: 775-684-4467

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	twollan1	10/29/2020 15:51:43 PM
Division Approval	cboegle	11/03/2020 13:10:12 PM
Department Approval	cboegle	11/03/2020 13:10:16 PM
Contract Manager Approval	cboegle	11/03/2020 13:10:19 PM
Budget Analyst Approval	jrodrig9	11/16/2020 16:57:42 PM
BOE Agenda Approval	jrodrig9	11/16/2020 16:57:49 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **13175** Amendment Number: **7**

Agency Name: **DPS-RECORDS & TECHNOLOGY** Legal Entity Name: **IDEMIA IDENTITY & SECURITY USA LLC**

Agency Code: **655** Contractor Name: **IDEMIA IDENTITY & SECURITY USA LLC**

Appropriation Unit: **4709-26** Address: **5515 EAST LA PALMA AVENUE #100**

Is budget authority available?: **Yes** City/State/Zip: **ANAHEIM, CA 92807**

If "No" please explain: Not Applicable Contact/Phone: **Amalia Annest 253-448-9328**

Vendor No.: **T29030834C**

NV Business ID: **NV20121363420**

To what State Fiscal Year(s) will the contract be charged? **2012-2022**

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 %	<b>X</b>	Fees	<b>100.00 % Fingerprint Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2022**

Termination Date:

Contract term: **11 years and 2 days**4. Type of contract: **Contract**Contract description: **Service Contract**

## 5. Purpose of contract:

**This is the seventh amendment to the original contract which provides ongoing maintenance, repair and replacement of the LiveScan fingerprint machines in various law enforcement agencies throughout Nevada. This amendment increases the maximum amount from \$1,759,056.24 to \$1,973,700.24 due to the need for the scheduled replacement of machines.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$463,830.04	\$463,830.04	\$463,830.04	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$839,510.44	\$839,510.44	\$839,510.44	Yes - Action
d. Amendment 4:	\$0.00	\$0.44	\$0.44	No
e. Amendment 5:	\$455,715.76	\$455,716.20	\$455,716.20	Yes - Action
f. Amendment 6:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#7):	\$214,644.00	\$214,644.00	\$214,644.00	Yes - Action
3. New maximum contract amount:	\$1,973,700.24			

## II. JUSTIFICATION

7. What conditions require that this work be done?

The LiveScan machines are required to provide fingerprints in compliance with FBI requirements.

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

These are proprietary machines that require the servicing be done by the vendor in order to maintain the warranty.

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 #: 111205**

**Approval Date: 12/14/2011**

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

## III. OTHER INFORMATION

11. 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 contractor was the original vendor of these services to DPS since 2007 and the 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:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

Igallow1

10/28/2020 13:25:13 PM

Division Approval

jdibasil

11/03/2020 12:00:03 PM

Department Approval	cboegle	11/16/2020 17:34:02 PM
Contract Manager Approval	cboegle	11/16/2020 17:34:09 PM
Budget Analyst Approval	jrodrig9	11/16/2020 17:51:23 PM
BOE Agenda Approval	jrodrig9	11/16/2020 17:51:31 PM



<b>Purchasing Use Only:</b>	
Approval #:	216

## CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

**ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY**

1	<b>Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:</b>			
	State Agency:	Department of Public Safety – Records, Communications and Compliance Division		
	Contact Name(s) and Titles:	Melissa Costa, Management Analyst		
	Telephone Number(s):	775.684.6259		
	Email Address(s):	mcosta@dps.state.nv.us		

2	<b>Contractor Information:</b>			
	Contractor:	MorphoTrak, Inc.		
	Contact Name:	Marie Harper		
	Address:	33405 8th Avenue South, Federal Way, WA 98003		
	Phone Number:	800.346.2674 ext 8018		
	Email Address:	marie.harper@morpho.com		

3	<b>On-going relationship disclosure – List all previous contract information:</b>				
	Procurement method:	RFP #1533			
	CETS #:	CONV4217			
	Contract “not to exceed amount”:	\$908,513.00			
	Contract term:	Start date: mm/dd/yy	05.08.07	End date: mm/dd/yy	06.30.11

4	<b>Procurement method used to award the current contract:</b>	
	RFP, solicitation # if applicable:	---
	Quote, solicitation # if applicable:	---
	Waiver, provide number:	111205
	Other:	---

5	<b>Current contract information:</b>			
	CETS #:	13175		
	Initial contract “not to exceed amount”:	\$1,303,340.48		
	Contract term:	Start date: mm/dd/yy	07.01.11	End date: mm/dd/yy

6	<b>Amendment information – List all previously approved amendments:</b>			
	<b>Amd #:</b>	<b>Brief synopsis of what amendment accomplished:</b>	<b>Change in "not to exceed" amount:</b>	<b>Change in end date: mm/dd/yy</b>
	1	<i>Time Extension</i>	<i>\$0</i>	<i>11.30.15</i>
	2	<i>Time Extension</i>	<i>\$0</i>	<i>01.31.16</i>
	3	<i>Extended the term of the contract, modified the replacement schedule and increased contract authority to allow for machine replacements and maintenance for the new equipment thru June 2018</i>	<i>\$839,510.44</i>	<i>06.30.18</i>
	4	<i>Modified Appendix C - Maintenance Fees and Appendix D - Replacement Schedule and adds language to allow for software enhancements/modifications which may be required due to changes in process, regulatory requirements, state laws etc.</i>	<i>\$0</i>	<i>---</i>

7	<b>Proposed amendment information:</b>			
	<b>Amd #:</b>	<b>Brief synopsis of what the requested amendment will accomplish</b>	<b>Change in "not to exceed" amount:</b>	<b>Change in end date: mm/dd/yy</b>
	5	<i>Continue the maintenance thru 2022 which is the anticipated end of life of the machines identified in Amendment 3 (see 'Note' in Paragraph 8) and allow for the purchase of 3 machines to be placed in Elko Justice and Municipal Court, Fernley Municipal Court and the Esmeralda County Sheriff's Office. Maintenance for the machines located at Elko Justice and Municipal Court and Fernley Municipal Court is the responsibility of the housing agencies.</i>	<i>\$457,915.42</i>	<i>06.30.22</i>

8	<b>What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338):</b>			
	<i>The LiveScan machines covered under this contract are manufactured by MorphoTrak and the software utilized by the LiveScan machines is proprietary to MorphoTrak. The software requires a customized and unique interface between the machines and the Department of Public Safety - Records, Communications and Compliance Division (RCCD). LiveScan machines (and related software) ensure RCCD continues to receive approximately 99% of all criminal arrest records electronically from Nevada law enforcement agencies for submission through the Western Identification Network's AFIS and to the FBI's Integrated AFIS (IAFIS) and its replacement, the Next Generation Identification within 24 hours of the arrest event.</i>			

***RCCD and MorphoTrak have a long standing relationship dating back to September 2006 with the original competitive bidding process and subsequent contract; this contract now includes 25 LiveScan machines throughout the State. The business relationship also extends to the individual agencies housing LiveScan machines and MorphoTrak software.***

***RCCD has continual contact with the technicians and regional representatives assigned to our contract to ensure that our systems are operating at optimal efficiency and effectiveness. When new legislation or statutes are released by either the State of Nevada or the Federal Government that will affect the operations of the LiveScan units, MorphoTrak has been incredibly responsive in evaluation of said changes and offering recommendations on possible solutions, resulting in improved access, timeliness and completeness of criminal history records.***

***Having a different vendor provide maintenance and support on machines that they are not familiar with could cause serious delays and costly software development that would not be in the best interest of the State and agencies who utilize the LiveScan machines.***

***Note: In December 2015 Purchasing authorized a contract extension (thru June 2018) that included the following statement: Extending the contract to 2021 will cover maintenance and support through the expected life span of the LiveScan machines. RCCD (then General Services Division) originally submitted the Contract Extension Request (to the previous DPS Contract Manager) to cover maintenance on the machines being replaced in Amendment #3 thru June 2021. It is unclear whether the termination date was changed (to June 2018) at the request of Purchasing or at the request of the previous DPS Contract Manager; however the statement above was left in the Contract Extension request in error after the decision to change the termination date was made.***

***Amendment 5, if approved by this Contract Extension Request will continue the maintenance thru 2022 which is the anticipated end of life of the machines identified in Amendment 3.***

**What are the potential consequences to the State if the contract extension request is denied?**

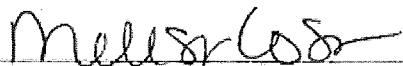
***If this extension request is denied, RCCD would need to execute a new contract with this same vendor for software support and maintenance, which is an unnecessary step to continue the contractual relationship with this vendor.***

**9 MorphoTrak already has the necessary site information, NCJIS Security clearances and knowledge of the LiveScan units at said sites as well as the business relationships to easily conduct services. Executing a new contract with the same terms will not change this.**

***With the lengthy implementation for service provided by this vendor as well as the significant funding invested to maintain the LiveScan functionality, it is in the best interest of the State to extend the current contract with MorphoTrak.***

**Approval Signatures continued on Page 6.**

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years, and attest that all statements are true and correct.



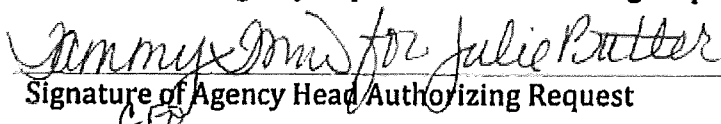
Signature of Agency Representative Initiating Request

**Melissa Costa, Management Analyst**

Print Name of Agency Representative Initiating Request

**03.06.18**

Date



Signature of Agency Head Authorizing Request

**Julie Butler, Administrator**

Print Name of Agency Head Authorizing Request

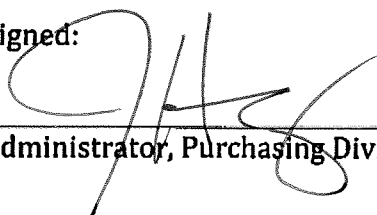
**3/6/2018**

Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135 and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), 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

**3.15.2018**

Date

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23637**Agency Name: **DPS-TRAFFIC SAFETY**Agency Code: **658**Appropriation Unit: **4688-42**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TYLER TECHNOLOGIES, INC.**Contractor Name: **TYLER TECHNOLOGIES, INC.**Address: **5101 Tennyson Pkwy**City/State/Zip: **Plano, TX 75024**Contact/Phone: **Mike McAleer 800-966-6999**Vendor No.: **T32001084A**NV Business ID: **NV20051167615**To what State Fiscal Year(s) will the contract be charged? **2021-2025**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 **10/01/2020**

Anticipated BOE meeting date 11/2020

Retroactive? **Yes**

If "Yes", please explain

**The RFP negotiations took longer than anticipated.**3. Termination Date: **09/30/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **eCitation/Crash App**

5. Purpose of contract:

**This is a new contract to provide ongoing software support, maintenance and hosting of the Electronic Citation and Accident Report System. THIS CONTRACT IS CONTINGENT UPON APPROVAL OF WORK PROGRAM #C53300.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Department of Public Safety (DPS) must update its current Nevada Citation and Accident Tracking System (NCATS) to keep up with new safety requirements.**

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

**DPS or the State does not have the staff, expertise or equipment to support this safety requirement.**

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):

**Smart IT Pros**  
**Computer Systems West, Inc.**  
**Monster Government Solutions**
b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #65DPS-S1173, 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: 05/22/2020 Anticipated re-bid date: 05/01/2024

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:

This vendor has provided services for the past five years and those 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:

Genevieve Swain, Traffic Records Program Mgr. Ph: 775-684-7477

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	twollan1	10/01/2020 09:45:47 AM
Division Approval	twollan1	10/01/2020 09:46:14 AM
Department Approval	cboegle	10/06/2020 10:35:33 AM
Contract Manager Approval	cboegle	11/12/2020 09:00:37 AM
EITS Approval	tgalluzi	11/12/2020 09:25:46 AM
Budget Analyst Approval	nkephart	11/12/2020 10:24:47 AM
BOE Agenda Approval	jrodrig9	11/16/2020 17:45:05 PM
BOE Final Approval	Pending	

Steve Sisolak  
*Governor*



Nevada Department of  
**Public Safety**  
DEDICATION PRIDE SERVICE

George Togliatti  
*Director*

Sheri Brueggemann  
*Deputy Director*

Amy Davey  
*Administrator*

## Office of Traffic Safety

107 Jacobsen Way  
Carson City, Nevada 89701  
Telephone (775) 684-7470 - Fax (775) 684-7482  
tsafety@dps.state.nv.us

## Memorandum

DATE: September 29, 2020

TO: Susan Brown, Director, Governor's Finance Office

THRU: Jim Rodriguez, Executive Branch Budget Officer, Governor's Finance Office

FROM: Amy Davey, Administrator *A.D.*

RE: Retroactive Contract Request

---

Attached is a contract between the Department of Public Safety (DPS), Office of Traffic Safety (OTS) and Tyler Technologies, Inc. for which we are requesting retroactive approval to October 1, 2020, due to longer than anticipated negotiation time.

Your consideration of this contract amendment is greatly appreciated. Please contact me if you have questions or I can be of any assistance.

**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: **19693** Amendment Number: **3**

Agency Name: **DCNR - PARKS DIVISION** Legal Entity Name: **Haley Sharpe Design**

Agency Code: **704** Contractor Name: **Haley Sharpe Design**

Appropriation Unit: **4162-28** Address: **75 Sherbourne Street Suite 223**

Is budget authority available?: **Yes** City/State/Zip: **Toronto, ON M5A2P9**

If "No" please explain: Not Applicable Contact/Phone: **Jane Statham 416-361-3338**

Vendor No.: NV Business ID: **NV20181553482**

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 %	<b>X</b> Bonds	<b>100.00 %</b>
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 **03/13/2018**

Anticipated BOE meeting date 11/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2020**

Contract term: **3 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Design New Park**

5. Purpose of contract:

**This is the third amendment to the original contract which provides exhibit planning and design services to include project scoping, conceptual design, schematic design and vision documentation for the Ice Age Fossils State Park. This amendment extends the termination date from December 21, 2020 to March 1, 2022 and increases the maximum amount from \$657,176.00 to \$716,860.71 due to the continued need for these services and to update the scope of work to include revisions to the landscape wall and soundscape, theater show and management of the video production.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$68,000.00	\$68,000.00	\$68,000.00	Yes - Action
a. Amendment 1:	\$92,000.00	\$92,000.00	\$92,000.00	Yes - Action
b. Amendment 2:	\$497,176.00	\$497,176.00	\$497,176.00	Yes - Action
2. Amount of current amendment (#3):	\$59,684.71	\$59,684.71	\$59,684.71	Yes - Action
3. New maximum contract amount:	\$716,860.71			
and/or the termination date of the original contract has changed to:	03/01/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

There is a new park that requires planning and development.

GFO Note: Email from 2/6/18, Shirley DeCrona, All funds for the contract are in US Dollars.

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

Staff does not possess the required expertise for exhibit planning and design for the project of this scale.

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 highest ranked firm out of six.

d. Last bid date: 12/15/2017 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	pmisch	10/13/2020 09:22:25 AM
Division Approval	pmisch	10/13/2020 09:22:32 AM
Department Approval	pmisch	10/13/2020 09:22:42 AM

Contract Manager Approval	jidema	10/13/2020 09:26:38 AM
Budget Analyst Approval	rjacob3	10/27/2020 16:42:40 PM
BOE Agenda Approval	laaron	11/17/2020 09:30:16 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: **22013**Amendment Number: **2**Agency Name: **DCNR - DIVISION OF WATER RESOURCES**Legal Entity Name: **GANNETT FLEMING, INC.**Agency Code: **705**Contractor Name: **GANNETT FLEMING, INC.**Appropriation Unit: **4171-15**Address: **585 W. 500 S.**Is budget authority available?: **Yes****Suite 250**City/State/Zip: **Bountiful, UT 84010**

If "No" please explain: Not Applicable

Contact/Phone: **Gregory Richards 717-827-7207**Vendor No.: **T32009199A**NV Business ID: **NV19931034047**To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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.

<b>X</b> General Funds	<b>100.00 %</b>	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 **07/09/2019**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **07/01/2023**

Termination Date:

Contract term: **3 years and 358 days**4. Type of contract: **Contract**Contract description: **South Fork Eng Svcs**

5. Purpose of contract:

**This is the second amendment to the original contract which provides professional engineering services for the safe management of the South Fork Dam. This amendment increases the maximum amount from \$115,000 to \$539,341 to complete Phase 2 of the project.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$90,000.00	\$90,000.00	\$90,000.00	Yes - Action
a. Amendment 1:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
2. Amount of current amendment (#2):	\$424,341.00	\$424,341.00	\$449,341.00	Yes - Action
3. New maximum contract amount:	\$539,341.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

All dams are inspected by a third party engineer to ensure the safety of the structure, but the South Fork Dam has never been inspected by a third party/outside entity. This amendment will allow the vendor to perform the geotechnical investigation and analysis as outlined in the Phase 3.2 scope and the geotechnical exploration and testing plan.

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

The Nevada Division of Water Resources (NDWR) has been conducting inspections over the last 30 years; however, it is standard practice to have an outside entity perform a visual inspection and conduct a comprehensive review every 5 years. NDWR does not have adequate time, staff ability, or expertise necessary to conduct this comprehensive review.

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 was chosen based on committee proposal review using pre-determined evaluation criteria. This vendor received the highest average score from the review committee.

d. Last bid date: 03/07/2019 Anticipated re-bid date: 03/07/2023

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?

**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	sweb4	10/26/2020 15:23:16 PM
Division Approval	sweb4	10/26/2020 15:23:23 PM
Department Approval	kwilliam	10/26/2020 15:35:31 PM
Contract Manager Approval	sweb4	10/26/2020 15:36:51 PM
Budget Analyst Approval	rjacob3	11/16/2020 11:43:40 AM
BOE Agenda Approval	laaron	11/17/2020 08:39:04 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: **19350**Amendment  
Number: **1**Agency Name: **DCNR - STATE LANDS**Agency Code: **707**Appropriation Unit: **4206-39**Is budget authority  
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity  
Name: **DESIGN WORKSHOP, INC.**Contractor Name: **DESIGN WORKSHOP, INC.**Address: **1390 LAWRENCE ST.  
SUITE 100**City/State/Zip **DENVER, CO 80204-2081**Contact/Phone: **MARLA BOUSQUET 303-623-5186**Vendor No.: **T81090224**NV Business ID: **NV19971217141**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 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **11/14/2017**  
Examiner's approval?

Anticipated BOE meeting date 11/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/31/2020**  
Termination Date:Contract term: **5 years and 228 days**4. Type of contract: **Contract**Contract description: **Spooner Project**

5. Purpose of contract:

**This is the first amendment to the original contract which provides design development, construction documentation and construction observation of the Spooner Frontcountry Recreational improvement project. This amendment extends the termination date from December 31, 2020 to June 30, 2023 and increases the maximum amount from \$562,226 to \$798,946 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:	\$562,226.00	\$562,226.00	\$562,226.00	Yes - Action
2. Amount of current amendment (#1):	\$236,720.00	\$236,720.00	\$236,720.00	Yes - Action
3. New maximum contract amount:	\$798,946.00			
and/or the termination date of the original contract has changed to:	06/30/2023			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Design development and construction documentation for the Spooner Frontcountry improvements project; construction administration of Phase I construction.

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

Due to current workloads within the NDSP Planning and Development team to accommodate the development needs of the approved Walker River SRA and Ice Age SHP, state staff is unavailable to complete this work.

9. Were quotes or proposals solicited? Yes

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Continuation of services by Design Workshop is recommended bases on the firm's background with and knowledge of the project and successful completion of Phase I of the three phases identified in RFQ issued by the Division of State Parks in July 2016.

d. Last bid date: 07/10/2017 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:

2016-2017, Spooner Frontcountry Improvements Conceptual Planning, work confirmed as 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	apereira	10/06/2020 12:46:11 PM
Division Approval	estahle1	10/06/2020 12:46:52 PM
Department Approval	kwilliam	10/06/2020 14:39:27 PM
Contract Manager Approval	apereira	10/22/2020 16:19:25 PM
Budget Analyst Approval	rjacob3	10/29/2020 06:58:29 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: **23708**Agency Name: **B&I - INSURANCE DIVISION**Agency Code: **741**Appropriation Unit: **3802-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA ALTERNATIVE SOLUTIONS, INC.**Contractor Name: **NEVADA ALTERNATIVE SOLUTIONS, INC.**Address: **9506 W FLAMINGO RD STE 102**City/State/Zip: **LAS VEGAS, NV 89147**Contact/Phone: **Charles Nort 702/796-1333**Vendor No.: **T81042202B**NV Business ID: **NV19931097191**To what State Fiscal Year(s) will the contract be charged? **2021-2025**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Worker,s Compensation Insolvency Fund</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **RFP # 74BAI-1301**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **4 years and 31 days**4. Type of contract: **Contract**Contract description: **WC Insolvency TPA**

5. Purpose of contract:

**This is a new contract to provide ongoing claims administration of insolvent Self-Insured Employers and insolvent Self-Insured Associations.**

6. NEW CONTRACT

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

Other basis for payment: Invoiced monthly for work performed

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**A third party administrator is required to manage the Workers Comp Insolvency Claims.**

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

**This is specialized work and the agency doesn't have the staff.**

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):

**Broadspire  
Tristar  
USI Insurance Services**

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #74BAI-1301, 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: 09/10/2020 Anticipated re-bid date: 07/01/2024

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:

Business and Industry, Division of Industrial Relations. Work 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:

Shirley Choma, Management Analyst II Ph: 775-687-0776

Maurice Fuller, Insurance Examiner II Ph: 775-687-0742

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	11/02/2020 08:25:17 AM
Division Approval	jhanse4	11/02/2020 08:25:22 AM
Department Approval	jhanse4	11/03/2020 09:43:53 AM
Contract Manager Approval	tbouas	11/03/2020 11:39:26 AM
Budget Analyst Approval	stilley	11/12/2020 15:10:37 PM
BOE Agenda Approval	hfield	11/12/2020 18:02:39 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: **23686**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3269-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Canyon Electric Company, Inc.

Contractor Name: **Canyon Electric Company, Inc.**Address: **4080 E. Lake Mead Blvd  
Suite C200**City/State/Zip: **Las Vegas, NV 89115-6466**

Contact/Phone: Terry Gomes 702-384-4747

Vendor No.: T27003566

NV Business ID: NV19881005351

To what State Fiscal Year(s) will the contract be charged? **2021-2025**

What is the source of funds that will be used to pay the contractor? 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 #: 3481-25-BDA

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **11/30/2024**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **BDA AC\_Electrical**

5. Purpose of contract:

**This is a new contract to provide installation and maintenance of an air conditioning system and uninterruptable power supply, including upgrades to the electrical system.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,610.00**

Other basis for payment: \$36,500.00: Installation of one Liebert Air-Cooled Data Mate server room AC System and one Liebert Outdoor Condensing Unit w/ 1 years Equipment Warranty and 90 days Labor, Upgrade server room electrical to handle AC and Server Rack; \$8,470.00: Installation of one GXT5 Server Rack-Mounted Uninterruptable Power Supply; \$805.00: AC Server Room Optimization Service (6-8 months after installation of system); \$14,835: (\$4,945.00 per year) for 3 years of Full-Service maintenance contract (starts upon expiration of warranty), 4 preventative maintenance service visits per year, 24/7 emergency service, includes all parts and labor and all travel expenses. Invoices payable only upon approval by authorized BDA staff. Total contract not to exceed: \$60,610.00.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**To correct an SSA audit finding regarding temperature control at the LV BDA server room.**

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

**State employees do not have tools or skill sets to undertake 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):

A-1 Mechanical  
Emcor  
Canyon Electric  
Quantum Electric

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost

d. Last bid date: 09/09/2020 Anticipated re-bid date: 09/01/2024

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 Business Enterprise of Nevada, Public Works, Agriculture and Child and Family Services since June 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 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	tzehne1	10/19/2020 13:49:40 PM
Division Approval	kdesoci1	10/23/2020 11:13:27 AM
Department Approval	kdesoci1	10/23/2020 11:13:30 AM
Contract Manager Approval	kdesoci1	10/23/2020 11:13:33 AM
Budget Analyst Approval	dbaughn	11/05/2020 14:57:58 PM
BOE Agenda Approval	cbrekken	11/05/2020 15:58:17 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23478**

Agency Name:	<b>DETR - ADMINISTRATIVE SERVICES</b>	Legal Entity Name:	CARASOFT TECHNOLOGY
Agency Code:	<b>908</b>	Contractor Name:	<b>CARASOFT TECHNOLOGY</b>
Appropriation Unit:	<b>3274-04</b>	Address:	<b>CORPORATION</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>11493 SUNSET HILLS RD STE 100 RESTON, VA 20190-5230</b>
If "No" please explain: WPC53121 - pending December IFC meeting		Contact/Phone:	703/871-8500
		Vendor No.:	PUR0004357
		NV Business ID:	NV20151127305

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 3452-21-IDP

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/21/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **Yes**

If "Yes", please explain

**This service needs to start ASAP and can not wait for the September BOE approval to start.**3. Termination Date: **08/20/2021**Contract term: **364 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **Cyber Threat Evaluat**

5. Purpose of contract:

**This is a new service agreement under statewide contract #18855, which provides Cloud Services. This service agreement provides network cyber threat analysis to identify potential cyber-criminal activities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$176,715.00**

Payment for services will be made at the rate of \$176,715.00 per 1

Other basis for payment: FireEye \$10,890, Expertise on-demand 150 @ \$900.90 (150\*\$900.90=\$135,135), NX Technology \$11,880, NX Technology FireEye 2 @ \$4,950 (2\*\$4,950= \$9,900), HX Cloud \$8,910.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Potential network breach/Cyber threat

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

State employees do not have the expertise or time to support this assessment.

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?

Carahsoft has a NASPO master agreement and is recommended by the State Information Security Officer.

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?

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

Carahsoft (SIRIUS) is used by EITS and IDP

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	kdesoci1	08/31/2020 20:29:49 PM
Division Approval	aallen	11/06/2020 15:05:30 PM
Department Approval	aallen	11/06/2020 15:05:32 PM
Contract Manager Approval	aallen	11/06/2020 15:05:36 PM
EITS Approval	tgalluzi	11/12/2020 08:45:31 AM
Budget Analyst Approval	dbaughn	11/17/2020 10:19:36 AM
BOE Agenda Approval	cbrekken	11/17/2020 13:01:07 PM
BOE Final Approval	Pending	



## MEMORANDUM

**DATE:** November 17, 2020

**TO:** Darlene C. Baughn, Budget Analyst IV  
Department of Administration

**FROM:** Elisa Cafferata, Director

**SUBJECT:** RETROACTIVE CONTRACT  
Carahsoft Technology Corp - Sirius

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On behalf of the Department of Employment, Training and Rehabilitation (DETR), I respectfully request approval to execute a retroactive contract to provide payment for the network cyber threat analysis to identify potential activities of cyber criminals to the DETR network, that was purchased to better serve Nevadans during the COVID-19 pandemic. The emergency contract was approved by Kevin Doty on August 18, 2020 and will be in effect from August 31, 2020 through September 30, 2021.

Thank you for your consideration of this request.

Tracy Zehner  
Contract Manager

**DETR, Financial Management, Approved by:**

Kitty DeSocio  
\_\_\_\_\_  
Kitty DeSocio  
Chief Financial Officer, DETR

Date: 11-17-2020

**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: **18222**Amendment Number: **2**Agency Name: **ADMIN - VICTIMS OF CRIME**Legal Entity Name: **COST CONTAINMENT STRATEGIES**Agency Code: **931**Contractor Name: **COST CONTAINMENT STRATEGIES**Appropriation Unit: **4895-04**Address: **INC**Is budget authority available?: **Yes****PO BOX 94525**

If "No" please explain: Not Applicable

City/State/Zip: **LAS VEGAS, NV 89193-4525**Contact/Phone: **Barry Siskind 702/433-3145**Vendor No.: **T80984462A**NV Business ID: **NV19921037032**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 %
<b>X</b> Federal Funds	<b>5.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>95.00 % Fees, penalties, assessments</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2017**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **12/31/2020**Contract term: **5 years**4. Type of contract: **Contract**Contract description: **Review Medical Claim**

5. Purpose of contract:

**This is the second amendment to the original contract which provides ongoing medical billing review, claims administration and software programming, as well as scanning, data-input, vendor management, vendor portal, document storage and retrieval services. This amendment extends the termination date from December 31, 2020 to December 31, 2021 and increases the maximum amount from \$5,993,317.20 to \$7,605,681.60 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:	\$5,993,317.20	\$5,993,317.20	\$5,993,317.20	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#2):	\$1,612,364.40	\$1,612,364.40	\$1,612,364.40	Yes - Action
3. New maximum contract amount:	\$7,605,681.60			
and/or the termination date of the original contract has changed to:	12/31/2021			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Victims of Crime Program is authorized by NRS 217.010 to provide assistance with medical expenses to individuals who are victims of violent crime within the State of Nevada.

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

The agency does not have the expertise or the resources to perform these services.

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

- a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 160902**

**Approval Date: 09/19/2016**

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

The proprietary claims management software provided by Cost Containment Strategies (CCSI) was custom built to meet the needs of the Nevada Victims of Crime Program. The system contains features and built in parameters that allow us to ensure compliance with the statutes and policies that govern our program. The specialized software design elements allow us to manage claims process with limited staffing levels. CCSI has partnered with the program to provide direct support for all back room operations. This allows the program to focus on the victim while CCSI handles all systems and vendor issues, performs all data entry, and handles all document processing.

- d. Last bid date: 09/01/2016 Anticipated re-bid date: 01/01/2021

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:

Since 2011 to current date, Cost Containment has worked with VOC satisfactorily.

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	knielsen	10/28/2020 10:53:23 AM
Division Approval	knielsen	10/28/2020 10:53:27 AM
Department Approval	mwinebar	10/28/2020 17:40:38 PM
Contract Manager Approval	sknigge	10/29/2020 11:46:26 AM
EITS Approval	tgalluzi	11/05/2020 08:41:08 AM
Budget Analyst Approval	jyou23	11/10/2020 12:16:07 PM
BOE Agenda Approval	bwooldri	11/12/2020 07:05:59 AM



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

515 East Musser Street, Suite 300 | Carson City, Nevada 89701  
Phone: 775 684-0170 | Fax: 775 684-0188

<i>Purchasing Use Only:</i>	
Approval #:	358 @

## CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

<b>1</b>	<b>Agency Contact Information – Note:</b> Approved copy will be sent to only the contact(s) listed below:		
	State Agency Name:	DCFS	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Sharon Knigge	775-684-7952	sharon.knigge@dcfs.nv.gov
	Katrina Nielsen	775-684-4414	knielsen@dcfs.nv.gov

<b>2</b>	<b>Contractor Information:</b>	
	Contractor:	Cost Containment Strategies, Inc.
	Contact Name:	Barry Siskind
	Complete Address:	PO Box 94525, Las Vegas, NV 89193-4525
	Phone Number:	702-433-3145
	Email Address:	bsiskind@ccsinv.com

<b>3.a</b>	<b>List <u>all previous</u> Contract Information:</b>			
	Solicitation Type, if applicable:	Unknown (predates CETS)	#:	
	CETS #:	#CONV5189		
	Contract Amount:	\$8,000,000		
	Contract Term:	Start Date:	01/2004	End Date:
<b>3.b</b>	<b>List <u>all previous</u> Contract Information:</b>			
	Solicitation Type, if applicable:	RFP	#:	1682

# 358 @

	CETS #:	#11360				
	Contract Amount:	\$6,000,000				
	Contract Term:	Start Date:	12/2008	End Date:	12/2012	
3.c	<b>List <u>all previous</u> Contract Information:</b>					
	Solicitation Type, if applicable:			RFP	#:	1993
	CETS #:	#13817				
	Contract Amount:	\$5,000,000				
	Contract Term:	Start Date:	01/2013	End Date:	12/2016	

Purchasing Use Only:

Approval #: 358 @

4	<b>Current Contract Information:</b>					
	Solicitation Type, if applicable:			Solicitation Waiver	#:	160902
	CETS #:	#18222				
	Initial Contract Amount:	\$5,993,317.20				
	Contract Term:	Start Date:	1/1/2017	End Date:	12/31/2020	

5	<b>Amendment Information – List <u>all previously</u> approved amendments:</b>			
	Amd #:	Brief Synopsis of What Amendment Accomplished:	Change in Contract Amount	Change in End Date
	1	Changes to the scope of work.	\$0	N/A

6	<b><u>Proposed</u> Amendment Information:</b>			
	Amd #:	Brief Synopsis of What the Requested Amendment will Accomplish	Change in Contract Amount	Change in End Date
	2	Extend the contract term for an additional year.	\$1,612,364.40	12/31/2021

7	<b>What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338)?</b>			
	DCFS requests extension of this contract to continue services uninterrupted with this vendor while the Division explores Master Service Agreement cloud-based contracts to see if an existing contracted vendor may offer a solution or move forward with conducting a formal RFP through the Purchasing Division.			

#358 @

8	What are the potential consequences to the State if the contract extension request is denied?
	<i>This vendor performs medical claim reviews, claims administration and victims of crime data management. These services are critical to this agency and a lapse in service could potentially jeopardize our ability to compensate victims of crime.</i>

Purchasing Use Only:	
Approval #:	358 @

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years and attest that all statements are true and correct.

\_\_\_\_\_  
Signature of Agency Representative Initiating Request

\_\_\_\_\_  
Print Name of Agency Representative Initiating Request

\_\_\_\_\_  
Date

*Mandi Davis*

\_\_\_\_\_  
Signature of Agency Head Authorizing Request

*Mandi Davis, Deputy Administrator*

\_\_\_\_\_  
Print Name of Agency Head Authorizing Request

*10/26/20*

\_\_\_\_\_  
Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135(5) and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

Signed:

*Kevin D. Doty*

\_\_\_\_\_  
Administrator, Purchasing Division or Designee

*10/27/2020*

\_\_\_\_\_  
Date

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23678**

Agency Name:	<b>PUBLIC EMPLOYEES' BENEFITS PROGRAM</b>	Legal Entity Name:	LABYRINTH SOLUTIONS, INC. DBA LSI CONSULTING
Agency Code:	<b>950</b>	Contractor Name:	<b>LABYRINTH SOLUTIONS, INC. DBA LSI CONSULTING</b>
Appropriation Unit:	<b>1338-04</b>	Address:	<b>LSI CONSULTING 303 WYMAN ST STE 300</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>WALTHAM, MA 02451-1255</b>
If "No" please explain:	Not Applicable	Contact/Phone:	978/261-6100
		Vendor No.:	T27043015
		NV Business ID:	NV20141210051

To what State Fiscal Year(s) will the contract be charged? **2021-2027**

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

<b>X</b>	General Funds	<b>67.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>33.00 % Premium Revenue</b>

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2027**Contract term: **6 years and 211 days**4. Type of contract: **Contract**Contract description: **Benefits System**

5. Purpose of contract:

**This is a new contract to provide an eligibility and enrollment benefits management system services for maintaining enrollment and eligibility data for all participants.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,849,000.00**

Other basis for payment: FY22 - \$1.90 PPM; FY23 - \$1.90 PPM; FY24 - \$2.00 PPM; FY25 - \$2.00 PPM; FY26 - \$2.06 PPM; FY27 - \$2.12 PPM

**II. JUSTIFICATION**

7. What conditions require that this work be done?

PEBP requires a system to maintain and administer enrollment, eligibility and premium billing for the participants of the PEBP plans.

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

PEBP has determined that it is more cost effective to outsource this service to a vendor whose area of expertise is to provide the program software and system support for enrollment, eligibility and premium billing 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?

RFP # 95PEBP-S1244

d. Last bid date: 08/14/2020 Anticipated re-bid date: 01/01/2026

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:

Weyland, Michelle, Administrative Services Officer II Ph: 775-684-7009

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mweyland	10/14/2020 15:45:40 PM
Division Approval	ceaton	11/06/2020 13:41:55 PM
Department Approval	ceaton	11/06/2020 13:41:59 PM
Contract Manager Approval	ceaton	11/06/2020 13:42:04 PM
EITS Approval	tgalluzi	11/17/2020 11:14:03 AM
Budget Analyst Approval	hfield	11/17/2020 15:43:16 PM
BOE Agenda Approval	hfield	11/17/2020 15:43:19 PM
BOE Final Approval	Pending	

# MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	B.A.B.A. SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing advanced behavioral analysis, consulting and early intervention services.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 23667		
2.		VARIOUS STATE AGENCIES	CHRIS P. MARTIN	OTHER: VARIOUS AGENCIES	\$200,000	
	Contract Description:	This is a new contract to provide ongoing nurse practitioner services.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 23682		
3.		VARIOUS STATE AGENCIES	DRUG FREE WORKPLACES, INC.	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to provide employee alcohol and drug testing.				
		Term of Contract:	01/01/2021 - 12/31/2024	Contract # 23677		
4.		VARIOUS STATE AGENCIES	LAS VEGAS INTERPRETERS CONNECTION, LLC	OTHER: VARIOUS AGENCIES	\$50,000	
	Contract Description:	This is the first amendment to the original contract which provides ongoing translation and interpretation services. This amendment extends the termination date from January 15, 2021 to January 15, 2022 and increases the amount from \$150,000 to \$200,000 due to the continued need for these services.				
		Term of Contract:	03/12/2019 - 01/15/2022	Contract # 21425		

**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: **23667**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: B.A.B.A. Services, LLC

Contractor Name: **B.A.B.A. Services, LLC**Address: **2821 W. Horizon Ridge Pkwy Suite 130**City/State/Zip: **Henderson, NV 89052**

Contact/Phone: Roza Allen 702-840-1182

Vendor No.: T29043560

NV Business ID: NV20191652850

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %	<b>X Other funding</b>	<b>100.00 % Various Agencies</b>

Agency Reference #: S167-RV

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **1 year and 210 days**4. Type of contract: **MSA**Contract description: **NonMedical Provider**

5. Purpose of contract:

**This is a new contract to provide ongoing advanced behavioral analysis, consulting and early intervention services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00****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?

This vendor was selected as part of a multi award solicitation 99SWC-S167 for behavioral and community based related services.

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	gdavi6	11/02/2020 16:43:24 PM
Division Approval	gdavi6	11/02/2020 16:43:26 PM
Department Approval	ldeloach	11/03/2020 11:10:34 AM
Contract Manager Approval	rvradenb	11/03/2020 11:55:52 AM
Budget Analyst Approval	dkluever	11/05/2020 10:43:33 AM
BOE Agenda Approval	hfield	11/17/2020 09:40:58 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23682**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: Chris P. Martin

Contractor Name: **Chris P. Martin**Address: **7230 Beacon Dr**City/State/Zip: **Reno, NV 89506**

Contact/Phone: Chris Martin 775-800-4245

Vendor No.: T29043372

NV Business ID: NV20201760763

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 #: S107-RV

2. Contract start date:

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

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **1 year and 210 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide ongoing nurse practitioner services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00****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?

**This vendor was selected as part of a multi award solicitation 99SWC-S107 for Medical & Related based services.**

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	gdavi6	11/02/2020 16:44:11 PM
Division Approval	gdavi6	11/02/2020 16:44:14 PM
Department Approval	ldeloach	11/03/2020 11:28:57 AM
Contract Manager Approval	rvradenb	11/03/2020 11:55:26 AM
Budget Analyst Approval	dkluever	11/05/2020 10:40:10 AM
BOE Agenda Approval	hfield	11/17/2020 10:45:29 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 CONTRACT**1. Contract Number: **23677**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: **DRUG FREE WORKPLACES, INC.**Contractor Name: **DRUG FREE WORKPLACES, INC.**Address: **DRUG FREE WORKPLACES USA LLC  
27 W ROMANA ST**City/State/Zip: **PENSACOLA, FL 32502-5818**Contact/Phone: **850/434-3782**Vendor No.: **T29006720**NV Business ID: **NV20201876782**To what State Fiscal Year(s) will the contract be charged? **2021-2025**

What is the source of funds that will be used to pay the contractor? 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 %	<b>X</b> Other funding	<b>100.00 % VARIOUS</b>

Agency Reference #: **99SWC-S1264 GB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2021**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Employee Testing**

5. Purpose of contract:

**This is a new contract to provide employee alcohol and drug testing.**

6. NEW CONTRACT

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

Other basis for payment: As invoiced by the vendor and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Employee drug and Alcohol testing is required as necessary for cause such as accidents at work or while driving a state vehicle.  
 Perspective employees need to be screened for drugs and alcohol  
 Agencies may want to do random testing of their employees

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

**This is a specialized service**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor received the most total points by the evaluation team

d. Last bid date: 08/01/2020 Anticipated re-bid date: 07/01/2023

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:

This vendor is the current Employee Drug and Alcohol Testing Service. Their 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:

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:

Carrie Hughes, Personnel Analyst Ph: 775 684-0111

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jthom17	10/15/2020 09:25:44 AM
Division Approval	jthom17	10/15/2020 09:25:47 AM
Department Approval	ldeloach	10/15/2020 09:43:28 AM
Contract Manager Approval	gburchet	10/29/2020 09:34:33 AM
Budget Analyst Approval	dkluever	11/02/2020 09:50:17 AM
BOE Agenda Approval	hfield	11/17/2020 09:46:36 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **21425**Amendment  
Number: **1**Agency Name: **MSA MASTER SERVICE  
AGREEMENTS**Legal Entity  
Name: **LAS VEGAS INTERPRETERS  
CONNECTION, LLC**Agency Code: **MSA**Contractor Name: **LAS VEGAS INTERPRETERS  
CONNECTION, LLC**Appropriation Unit: **9999 - All Categories**Address: **4616 W SAHARA AVE STE 407**Is budget authority  
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89102-3654**

If "No" please explain: Not Applicable

Contact/Phone: **702/868-5842**Vendor No.: **T27005869**NV Business ID: **NV20031202421**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 %	<b>X</b> Other funding	<b>100.00 % Various Agencies</b>

Agency Reference #: **AT-359**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **03/12/2019**  
Examiner's approval?Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **01/15/2021**  
Termination Date:Contract term: **2 years and 310 days**4. Type of contract: **MSA**Contract description: **Interpreting Service**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing translation and interpretation services. This amendment extends the termination date from January 15, 2021 to January 15, 2022 and increases the amount from \$150,000 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:	\$150,000.00	\$150,000.00	\$150,000.00	Yes - Action
2. Amount of current amendment (#1):	\$50,000.00	\$50,000.00	\$50,000.00	Yes - Action
3. New maximum contract amount:	\$200,000.00			
and/or the termination date of the original contract has changed to:	01/15/2022			

**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 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	gdavi6	11/02/2020 16:42:15 PM
Division Approval	gdavi6	11/02/2020 16:42:19 PM
Department Approval	ldeloach	11/03/2020 11:43:49 AM
Contract Manager Approval	rvradenb	11/03/2020 11:55:10 AM
Budget Analyst Approval	dkluever	11/05/2020 10:35:19 AM
BOE Agenda Approval	hfield	11/17/2020 09:50:00 AM



# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	015	GOVERNOR'S OFFICE OF FINANCE - BUDGET DIVISION	MOODY'S ANALYTICS, INC.	GENERAL	\$15,500	
	Contract Description:	This is the first amendment to the original contract which provides ongoing national and state economic projections, state sales and tax collections forecasts and residential real estate market analysis. This amendment increases the maximum amount from \$72,747 to \$88,247 and adds tri-annual tax revenue forecasts to the scope of services.				
		Term of Contract:	07/01/2020 - 06/30/2022	Contract # 22820		
2.	040	SECRETARY OF STATE'S OFFICE - HELP AMERICA VOTE ACT (HAVA) ELECTION REFORM	WSD DIGITAL, LLC DBA REFRAME ENGAGE	FEDERAL	\$12,000	
	Contract Description:	This is a new contract to provide a proprietary, web-based, customer/citizen engagement technology platform that facilitates appointment scheduling, context-based service delivery and scheduled remote assistance.				
		Term of Contract:	11/09/2020 - 10/31/2021	Contract # 23717		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF CORRECTIONS CIP PROJECTS - NON-EXEC	ARCHITECTS + LLC	BONDS	\$18,720	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides professional architectural/engineering services for the Wells Conservation Camp - Domestic Water Pump House Replacement CIP project: CIP Project 17-M33; SPWD Contract No. 111893. This amendment increases the maximum amount from \$54,450 to \$73,170 due to the additional design services needed.				
		Term of Contract:	04/04/2018 - 06/30/2022	Contract # 19908		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	CURTAINWALL DESIGN & CONSULTING, INC.	BONDS	\$23,000	Professional Service
	Contract Description:	This is a new contract to provide professional Architect / Engineering Services for the Southern Regional Park Headquarters and Warehouse Building Roofing Replacement CIP Project, which includes design development and construction documents specific to the new roof plan, bidding coordination and construction administration: CIP Project No. 19-S01-4; SPWD Contract No. 113727.				
		Term of Contract:	11/12/2020 - 06/30/2023	Contract # 23693		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING	INSIGHT PUBLIC SECTOR INC.	OTHER: INTERNAL SERVICE FUNDS	\$15,433	
	Contract Description:	This is a new work plan under master service agreement #19706 to provide Cloud Services. This work plan provides software and implementation services for the purpose of tracking certificates of insurance for contracts.				
	Term of Contract:	11/23/2020 - 11/22/2021	Contract # 23747			
6.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	MIGHTY RIVER, LLC	FEDERAL	\$25,000	Exempt
	Contract Description:	This is a new contract to provide a comprehensive study that identifies the effects of COVID-19 on the state's broadband infrastructure and incorporates recommendations for immediate and mid-term improvements.				
	Term of Contract:	11/12/2020 - 12/30/2020	Contract # 23635			
7.	240	DEPARTMENT OF VETERANS SERVICES - SOUTHERN NEVADA VETERANS HOME ACCOUNT	TERMINIX INTERNATIONAL, CO. LP DBA TERMINIX COMMERCIAL	OTHER: PRIVATE/COUNTY 35% FEDERAL 65%	\$21,000	
	Contract Description:	This is a new contract to provide ongoing pest control services.				
	Term of Contract:	10/20/2020 - 07/30/2024	Contract # 23502			
8.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - ARCHIVES AND PUBLIC RECORDS	AARON J. BURKEL DBA ANALOGUE IMAGING, LLC	GENERAL	\$25,050	
	Contract Description:	This is a new contract to provide a three-year maintenance warranty for the archive writer, which transfers electronic images to film for archiving purposes.				
	Term of Contract:	11/13/2020 - 08/25/2023	Contract # 23529			

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	CARSON CITY	FEDERAL	\$40,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing Title XIX and Title XXI federal funding for Targeted Case Management (TCM) and Administrative service cost recovery. Carson City Juvenile Services provides TCM services to eligible recipients in accordance with the Medicaid State Plan and the Medicaid Services Manual.				
		Term of Contract:	07/01/2021 - 06/30/2025	Contract # 23638		
10.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - RADIATION CONTROL PROGRAM	THOMAS GRAY & ASSOCIATES, INC.	FEE: RADIATION CONTROL	\$45,486	
	Contract Description:	This is a new contract to provide services to package, transport and dispose of radioactive materials.				
		Term of Contract:	10/23/2020 - 06/30/2021	Contract # 23290		
11.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	HANSEN HUNTER & COMPANY, PC	GENERAL	\$35,870	
	Contract Description:	This is a new contract to provide ongoing services to prepare and submit required Medicare Cost Reports to current Medicare administrative contractors on behalf of division per the requirements of the Division of Health Care Financing and Policy for participation in the Medicare and Medicaid reimbursement.				
		Term of Contract:	10/20/2020 - 06/30/2022	Contract # 23484		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	HANSEN HUNTER & COMPANY, PC	GENERAL	\$36,408	
	Contract Description:	This is a new contract to provide ongoing service to prepare and submit required Medicare Cost Reports to current Medicare administrative contractors on behalf of division per the requirements of the Division of Health Care Financing and Policy for participation in the Medicare and Medicaid reimbursement.				
		Term of Contract:	11/17/2020 - 11/08/2022	Contract # 23431		
13.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	DEPARTMENT OF EDUCATION	FEDERAL	\$15,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide student absenteeism data with COVID-19 like symptoms.				
		Term of Contract:	08/01/2020 - 12/31/2020	Contract # 23541		
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	GNOMON, INC.	FEDERAL	\$15,000	
	Contract Description:	This is a new contract to provide HIV Negative Lab Tracking using the Nevada Electronic Review Database System.				
		Term of Contract:	11/12/2020 - 12/31/2020	Contract # 23582		
15.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE JUSTICE SERVICES	NATIONAL YOUTH SCREENING AND ASSESSMENT PARTNERS	FEDERAL	\$21,300	
	Contract Description:	This is a new contract to create and validate a risk screening tool that enhances the ability of each correctional facility to prevent sexual abuse and sexual harassment of youth confined in a juvenile justice facility.				
		Term of Contract:	11/10/2020 - 06/30/2022	Contract # 23542		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	SNYDER SERVICES DBA SNYDER MECHANICAL	GENERAL	\$23,310	
	Contract Description:	This is a new contract to provide for the replacement of failed air conditioning in the Nevada Youth Training Center Warehouse.				
		Term of Contract:	11/17/2020 - 06/30/2021	Contract # 23620		
17.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION OBO - UNIVERSITY OF NEVADA, LAS VEGAS - SCHOOL OF MEDICINE	FEDERAL	\$39,653	Exempt
	Contract Description:	This is a new contract to provide second-year fellows to support Nevada's System of Care through consultation to the NV Peds program.				
		Term of Contract:	11/10/2020 - 06/30/2021	Contract # 23612		
18.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	NEXSYS, LLC	GENERAL	\$12,783	
	Contract Description:	This is a new contract to provide equipment, installation and ongoing cloud-based video surveillance data storage services for the video surveillance systems throughout the correctional facilities.				
		Term of Contract:	10/23/2020 - 09/30/2021	Contract # 23589		
19.	440	DEPARTMENT OF CORRECTIONS - NORTHERN NEVADA TRANSITIONAL HOUSING	WASH MULTIFAMILY LAUNDRY SYSTEMS	GENERAL	\$19,440	Professional Service
	Contract Description:	This is a new contract for the lease of equipment to provide commercial washers and dryers, including installation and maintenance of new machines.				
		Term of Contract:	10/29/2020 - 08/31/2023	Contract # 23532		
20.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	ALL SEASONS LAWN & LANDSCAPING	OTHER: COST ALLOCATION	\$41,480	
	Contract Description:	This is a new contract to provide ongoing landscaping and snow removal services in Sparks.				
		Term of Contract:	10/28/2020 - 08/31/2024	Contract # 23571		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	DULLES TECHNOLOGY PARTNERS, INC.	FEDERAL	\$30,350	
	Contract Description:	This is a new contract to provide implementation of the WebGrants software that will track and monitor grants and sub-grants.				
		Term of Contract:	10/27/2020 - 06/30/2022	Contract # 23598		
22.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	VEGAS VALLEY FOUR WHEELERS	REVENUE	\$12,000	
	Contract Description:	This is a new revenue contract to provide for a special-use permit to conduct the annual Hump-N-Bump off-road event at the Logandale Trails Section of Valley of Fire State Park.				
		Term of Contract:	11/05/2020 - 11/06/2022	Contract # 23665		
23.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES	SIERRA NEVADA JOURNEYS	FEDERAL	\$12,000	
	Contract Description:	This is a new contract to provide instructional and educational resources that promote understanding and awareness of watershed resources and flood safety measures in the "Flood Fighter: Nevada" game for students 6 <sup>th</sup> through 8 <sup>th</sup> grade.				
		Term of Contract:	11/10/2020 - 02/26/2021	Contract # 23719		
24.	810	DEPARTMENT OF MOTOR VEHICLES - POLLUTION CONTROL	HAGER ENVIRONMENTAL & ATMOSPHERIC TECHNOLOGIES	FEE: EMISSION CONTROL	\$30,000	
	Contract Description:	This is the first amendment to the original contract which provides an additional round of Vehicle Remote Sensing tests. This amendment increases the maximum amount from \$60,000 to \$90,000 to conclude one additional round of testing of 20,000 vehicles.				
		Term of Contract:	11/13/2018 - 12/28/2020	Contract # 21224		
25.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	CARAHSOFT TECHNOLOGY	GENERAL 14% OTHER: BEN SET-A-SIDE 3% FEDERAL 83%	\$28,674	
	Contract Description:	This is the first amendment to the original service agreement under statewide contract #18855, which provides Cloud Services. This amendment increases the maximum amount from \$920,534.32 to \$949,208.32 and adds additional hours for training on electronic signature, workflow routing and remote access to forms to the scope of services.				
		Term of Contract:	03/30/2020 - 06/30/2021	Contract # 23046		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	PETERBILT TRUCK PARTS & EQUIPMENT IT DEPT	FEE: LICENSURE	\$27,324	
	Contract Description:	This is the first amendment to the original contract which provides server and workstation Information Technology maintenance. This amendment extends the termination date from December 31, 2020 to December 31, 2022 and increases the maximum amount from \$13,248 to \$40,752 due to the continued need for these services.				
		Term of Contract:	06/09/2020 - 12/31/2022	Contract # 23249		
27.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	QUALITY CONTROL SYSTEMS, INC.	FEE: LICENSURE	\$10,600	
	Contract Description:	This is the first amendment to the original contract which provides heating, ventilation and air conditioning service and maintenance. This amendment extends the termination date from December 31, 2020 to December 31, 2022 and increases the maximum amount from \$5,300 to \$15,900 due to the continued need for these services.				
		Term of Contract:	02/18/2020 - 12/31/2022	Contract # 22852		
28.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	SUTTON HAGUE	FEE: LICENSURE	\$10,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides ongoing legal services. This amendment extends the termination date from December 31, 2020 to December 31, 2022 and increases the maximum amount from \$35,000 to \$45,000 due to the continued need for these services.				
		Term of Contract:	01/02/2020 - 12/31/2022	Contract # 22669		
29.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	TOM CLARK SOLUTIONS	FEE: LICENSURE	\$42,000	
	Contract Description:	This is a new contract to provide lobbying and government affairs services.				
		Term of Contract:	01/01/2021 - 12/31/2021	Contract # 23694		
30.	B021	LICENSING BOARDS AND COMMISSIONS - ORIENTAL MEDICINE	THE GRIFFIN COMPANY	FEE: LICENSURE	\$12,600	
	Contract Description:	This is a new contract to provide lobbying services for the 2021 Legislative Session.				
		Term of Contract:	12/01/2020 - 06/30/2021	Contract # 23723		
31.	B029	LICENSING BOARDS AND COMMISSIONS - SOCIAL WORKERS	CAPITOL PARTNERS, LLC	FEE: LICENSURE	\$40,000	
	Contract Description:	This is a new contract to provide consulting and lobbyist services.				
		Term of Contract:	11/10/2020 - 06/30/2022	Contract # 23712		

**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: **22820** Amendment Number: **1**

Agency Name: **GOVERNOR'S FINANCE OFFICE** Legal Entity Name: **MOODY'S ANALYTICS, INC.**

Agency Code: **015** Contractor Name: **MOODY'S ANALYTICS, INC.**

Appropriation Unit: **1340-10** Address: **121 NORTH WALNUT STREET SUITE 500**

Is budget authority available?: **Yes** City/State/Zip: **WEST CHESTER, PA 19380-3166**

If "No" please explain: Not Applicable Contact/Phone: **DEVIN O'LEARY 610-235-5000**

Vendor No.: **T27024326**

NV Business ID: **NOT APPLICABLE**

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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.

<b>X</b> General Funds	<b>100.00 %</b>	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 **07/01/2020**

Anticipated BOE meeting date 10/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2022**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Economic Projections**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing national and state economic projections, state sales and tax collections forecasts and residential real estate market analysis. This amendment increases the maximum amount from \$72,747 to \$88,247 and adds tri-annual tax revenue forecasts to the scope of services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$72,747.00	\$72,747.00	\$72,747.00	Yes - Action
2. Amount of current amendment (#1):	\$15,500.00	\$15,500.00	\$15,500.00	Yes - Info
3. New maximum contract amount:	\$88,247.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Information is needed for input into various state revenue projection models used by the executive and legislative branches to construct presentations to the Technical Advisory Committee and the Economic Forum, and to make informed housing policy decisions.

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

The contractor has access to data that is not accessible to state employees

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:

July 2008 - present - 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

**The contractor does not perform work in Nevada.**

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)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

**No** If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**The contractor does not perform work in Nevada.**

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.

**The contractor does not perform work in Nevada**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddav12	11/04/2020 10:34:11 AM
Division Approval	ddav12	11/04/2020 10:38:49 AM
Department Approval	ddav12	11/04/2020 10:38:54 AM
Contract Manager Approval	ddav12	11/04/2020 10:38:58 AM
Budget Analyst Approval	cbrekken	11/05/2020 11:43:48 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: **23717**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1051-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WSD Digital LLC dba Reframe Engage**Contractor Name: **WSD Digital LLC dba Reframe Engage**Address: **750 Main Street Suite 327**City/State/Zip: **Hartford, CT 06103**Contact/Phone: **Seth Klaskin 844-473-3726**Vendor No.: **T29043588**NV Business ID: **NV20201919313**To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/09/2020**Anticipated BOE meeting date **12/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **10/31/2021**Contract term: **355 days**4. Type of contract: **Contract**Contract description: **Web Based Subscripti**

5. Purpose of contract:

**This is a new contract to provide a proprietary, web-based, customer/citizen engagement technology platform that facilitates appointment scheduling, context based service delivery and scheduled remote assistance.**

6. NEW CONTRACT

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

7. What conditions require that this work be done?

**To provide the Nevada Secretary of State our ReFrame Engage Solution (the &#65533; Software&#65533) to support your multiple locations and employees and provide more efficient customer service and increased efficiencies with your business transactions. ReFrame Engage is a comprehensive, online Customer Engagement Platform designed to streamline day-to-day business operations of scheduling virtual or in-person appointments to include multi-channel communication and administration control with the setup and configuration of your customized branded instance.**

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

**NV State employees are not trained or have the expertise to complete these requirements**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):

Capterra  
Kronos  
Reframe Engage Solutions  
Lobby Pad

b. Solicitation Waiver: **Not Applicable**

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

Reframe Engage provides more efficient customer service and increased efficiencies with our business transactions and the best yearly subscription price.

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)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

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	shudder	10/29/2020 11:23:00 AM
Division Approval	shudder	10/29/2020 11:23:03 AM
Department Approval	shudder	10/29/2020 11:23:14 AM
Contract Manager Approval	shudder	10/29/2020 11:23:19 AM
EITS Approval	tgalluzi	11/02/2020 14:51:24 PM
Budget Analyst Approval	hfield	11/09/2020 09:26:02 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: **19908**Amendment Number: **2**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **ARCHITECTS + LLC**Agency Code: **082**Contractor Name: **ARCHITECTS + LLC**Appropriation Unit: **1550-65**Address: **35 MARTIN ST**Is budget authority available?: **Yes**City/State/Zip: **RENO, NV 89509-2825**

If "No" please explain: Not Applicable

Contact/Phone: **775-329-8001**Vendor No.: **T80870250**NV Business ID: **NV20001117428**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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **111893**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/04/2018**Anticipated BOE meeting date **11/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2022**Contract term: **4 years and 88 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/engineering services for the Wells Conservation Camp - Domestic Water Pump House Replacement CIP project: CIP Project 17-M33; SPWD Contract No. 111893. This amendment increases the maximum amount from \$54,450 to \$73,170 due to the additional design services needed to address comments made during NDEP Bureau of Safe Drinking Water permit review.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$47,550.00	\$47,550.00	\$47,550.00	Yes - Info
a. Amendment 1:	\$6,900.00	\$6,900.00	\$54,450.00	Yes - Action
2. Amount of current amendment (#2):	\$18,720.00	\$18,720.00	\$18,720.00	Yes - Info
3. New maximum contract amount:	\$73,170.00			

**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:

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	Iwildes	10/09/2020 09:31:48 AM
Division Approval	Iwildes	10/09/2020 09:31:53 AM
Department Approval	Iwildes	10/09/2020 09:31:58 AM
Contract Manager Approval	Iwildes	10/09/2020 09:32:09 AM
Budget Analyst Approval	nkephart	11/12/2020 13:59:22 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: **23693**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1585-53**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CURTAINWALL DESIGN &**Contractor Name: **CURTAINWALL DESIGN &**Address: **CONSULTING INC  
2400 S CIMARRON RD STE 125**City/State/Zip: **LAS VEGAS, NV 89117-7936**Contact/Phone: **702-222-9349**Vendor No.: **T29032419**NV Business ID: **NV20051436120**To what State Fiscal Year(s) will the contract be charged? **2021-2023**

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **113727**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2020**Anticipated BOE meeting date **11/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2023**Contract term: **2 years and 229 days**4. Type of contract: **Contract**Contract description: **Arch / Eng**

5. Purpose of contract:

**This is a new contract to provide professional Architect / Engineering Services for the Southern Regional Park Headquarters and Warehouse Building Roofing Replacement CIP Project: which includes design development and construction documents specific to the new roof plan, bidding coordination and construction administration: CIP Project No. 19-S01-4; SPWD Contract No. 113727.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,000.00**

Other basis for payment: Monthly progress payments based on services provided.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2019 Leg. Approved CIP's**

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 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?

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:

Lutz, Andy, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Iwildes	10/22/2020 10:27:30 AM
Division Approval	Iwildes	10/22/2020 10:27:33 AM
Department Approval	Iwildes	10/22/2020 10:27:37 AM
Contract Manager Approval	Iwildes	10/22/2020 10:27:40 AM
Budget Analyst Approval	nkephart	11/12/2020 13:51:32 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23747**Agency Name: **ADMIN - PURCHASING DIVISION**Agency Code: **083**Appropriation Unit: **1358-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: InSight Public Sector Inc.

Contractor Name: **InSight Public Sector Inc.**

Address:

City/State/Zip **Tempe, AZ 85283**

Contact/Phone: Tammy Freeman 512-382-4465

Vendor No.: PUR0004545

NV Business ID: NV20021477454

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %	<b>X</b> Other funding	<b>100.00 % Internal Service Funds</b>

Agency Reference #: 3466-RV

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/23/2020**

Anticipated BOE meeting date 11/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **11/22/2021**Contract term: **364 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **Insurance Tracking**

5. Purpose of contract:

**This is a new Work Plan under statewide contract #99SWC-NV18-413 which provides Cloud Services. This Work Plan is to provide software and implementation services for the purpose of tracking certificates of insurance for contracts.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,433.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Insurance is required for all vendors wishing to hold contract for services with The State of Nevada. This program will allow State Purchasing to more effectively and efficiently monitor insurance to ensure vendors are in compliance and have current insurance.**

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

**There is currently no program that The State has that will track this information and the man hours needed to properly track will be better utilized elsewhere.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen as part of the NASPO ValuePoint Contract for Cloud Solutions that was awarded to 32 vendors. State Purchasing Division has signed Participating Addenda's with vendors awarded under the NASPO contract that provide services that state agencies or political subdivisions have expressed a need for.

d. Last bid date: 12/21/2015 Anticipated re-bid date: 12/01/2025

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:

Vendor currently holds MSA #99SWC-NV-413 for which may be used by multiple agencies. DOA, EITS held Work Plan #19935 from 2018 - 2020 and services for that Work Plan were verified as 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:

SCAFFIDI, AMY, MANAGEMENT ANALYST 2 Ph: 775-684-0199

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstar2	11/12/2020 14:10:09 PM
Division Approval	mstar2	11/12/2020 14:10:15 PM
Department Approval	ldeloach	11/12/2020 14:29:38 PM
Contract Manager Approval	mstar2	11/13/2020 08:59:19 AM
Budget Analyst Approval	dkluever	11/16/2020 09:23:37 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: **23635**

Agency Name: <b>GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT</b>	Legal Entity Name: <b>MIGHTY RIVER LLC</b>
Agency Code: <b>102</b>	Contractor Name: <b>MIGHTY RIVER LLC</b>
Appropriation Unit: <b>1526-08</b>	Address: <b>135 CEDAR ELM ROAD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>DURHAM, NC 27713-7262</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>APRIL BLAKE AFREDDOSO 919-247-5121</b>
	Vendor No.: <b>T27043836</b>
	NV Business ID: <b>NV20201915854</b>

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/30/2020**Contract term: **48 days**4. Type of contract: **Contract**Contract description: **Broadband Study**

5. Purpose of contract:

**This is a new contract to provide a comprehensive study that identifies the effects of COVID-19 on the state's broadband infrastructure and incorporates recommendations for immediate and mid-term improvements.**

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 \$12,500.00 per Report Version

Other basis for payment: Upon receipt and approval of vendor invoices as deliverables are met with half payable upon successful receipt of the preliminary draft report and the remaining payable upon successful completion of the project and receipt of the final report.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This study is one of several infrastructure related feasibility studies that will be incorporated into Nevada's upcoming COVID-19 Coordinated Economic Response Plan, which will be implemented by GOED upon completion.**

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

**The agency does not have the staff to complete a project of this size within the time frame given by the US Treasury to complete all activities and liquidate obligations.**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 333.114

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:

Michael Brown, Executive Director Ph: 775-687-9900

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	09/28/2020 15:57:15 PM
Division Approval	bvale1	09/30/2020 09:01:21 AM
Department Approval	bvale1	09/30/2020 09:01:23 AM
Contract Manager Approval	bvale1	09/30/2020 13:42:15 PM
Budget Analyst Approval	stilley	11/12/2020 15:11:05 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: **23502**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: **TERMINIX INTERNATIONAL CO LP**Contractor Name: **TERMINIX INTERNATIONAL CO LP**Address: **3515 W. Post Road, Suite 120**City/State/Zip: **Las Vegas, NV 89118-6869**Contact/Phone: **Dan Owens 702/837-6520**Vendor No.: **T80941074A**NV Business ID: **NV19911004735**To what State Fiscal Year(s) will the contract be charged? **2021-2025**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>65.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>35.00 % Private/County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/20/2020**

Anticipated BOE meeting date 11/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **07/30/2024**Contract term: **3 years and 284 days**4. Type of contract: **Contract**Contract description: **Pest Control**

5. Purpose of contract:

**This is a new contract to provide ongoing pest control services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,000.00**

Payment for services will be made at the rate of \$380.00 per month

Other basis for payment: \$190.00 every two weeks and upon submission of an approved invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Veterans Administration Standard 51.200(4.3)(h)(4); CFR 483.70(h)(1) - To maintain an effective pest control program so that the facility is free of pests and rodents.**

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

**Pest control must be performed by a licensed pest control company/business.**

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):

**Terminix International Co, LP/Terminix Commercial**  
**Western Exterminator Company**  
**Orkin Commercial Services**

b. Solicitation Waiver: **Not Applicable**

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

Lowest price and knowledge and experience.

d. Last bid date: 07/03/2020 Anticipated re-bid date: 04/15/2024

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 performed similar services in the past for the Southern Nevada State Veterans Home and services were satisfactory. Previous contract CETS: 17907

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	dgree6	08/14/2020 08:05:03 AM
Division Approval	dgree6	08/14/2020 08:05:05 AM
Department Approval	dgree6	08/14/2020 08:05:07 AM
Contract Manager Approval	jtheil1	10/02/2020 07:35:27 AM
Budget Analyst Approval	afrantz	10/20/2020 09:54:24 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: **23529**Agency Name: **ADMIN - NV ST LIBRARY,  
ARCHIVES AND PUBLIC RECORDS**Agency Code: **332**Appropriation Unit: **1052-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BURKEL, AARON J DBA**Contractor Name: **BURKEL, AARON J DBA**Address: **ANALOGUE IMAGING LLC  
N73 W23354 FONTAINE CIR**City/State/Zip: **SUSSEX, WI 53089-5715**Contact/Phone: **414/628-3805**Vendor No.: **T32007554A**NV Business ID: **NV20141401155**To what State Fiscal Year(s) will the contract be charged? **2021-2024**

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2020**

Anticipated BOE meeting date 10/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/25/2023**Contract term: **2 years and 284 days**4. Type of contract: **Contract**Contract description: **Maintenance**

5. Purpose of contract:

**This is a new contract to provide a three-year maintenance warranty for the SMA S1 Archive Writer.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,050.00**

Other basis for payment: FY21 \$8,350.00; FY22 \$8,350.00; FY23 \$8,350.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NSLAPR needs a service contract to be eligible for software upgrades and to maintain the Staude Archive Writer. For past maintenance issues, the cost of labor, travel, and parts would have exceeded the cost of yearly maintenance.

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

Lack of trained personnel

9. Were quotes or proposals solicited?

No

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

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Analogue Imagins, LLC is the only authorized sales and service center for SMA GmbH products in North America.

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:

Sara Martel, State Records Manager Ph: 684-3422

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssands	09/21/2020 11:18:10 AM
Division Approval	ssands	09/21/2020 11:18:13 AM
Department Approval	ssands	09/21/2020 11:18:17 AM
Contract Manager Approval	ssands	11/02/2020 08:17:43 AM
EITS Approval	tgalluzi	11/02/2020 14:52:17 PM
Budget Analyst Approval	mlynn	11/13/2020 14:34:52 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23638**

Agency Name: <b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Carson City</b>
Agency Code: <b>403</b>	Contractor Name: <b>Carson City</b>
Appropriation Unit: <b>3158-24</b>	Address: <b>Carson City Juvenile Services</b>
Is budget authority available?: <b>Yes</b>	<b>740 S. Saliman Road</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>Carson City, NV 89701</b>
	Contact/Phone: <b>Ali Banister 77-887-2033</b>
	Vendor No.: <b>T80990941AE</b>
	NV Business ID: <b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2025**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 **07/01/2021**

Anticipated BOE meeting date 04/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **TCM/Admin Services**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing Title XIX and Title XXI federal funding for Targeted Case Management (TCM) and Administrative service cost recovery. Carson City Juvenile Services provides TCM services to eligible recipients in accordance with the Medicaid State Plan and the Medicaid Services Manual.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: SFY 2022 - \$10,000, SFY 2023 - \$10,000, SFY 2024 - \$10,000, SFY 2025 - \$10,000

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**TCM services are provided per Medicaid State Plan Amendment and 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 and this contract benefits the City of Carson City.**

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 authorizes one or more public agencies to contract with another public agency to perform governmental functions.

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:

Carson City Juvenile Services has provided this service since SFY 2017 and the 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 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	nrezaie	10/22/2020 09:46:15 AM
Division Approval	ltuttl1	10/22/2020 10:14:56 AM
Department Approval	mwinebar	10/29/2020 09:28:48 AM
Contract Manager Approval	ltuttl1	10/29/2020 10:44:52 AM
Budget Analyst Approval	laaron	11/14/2020 17:14:27 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: **23290**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3101-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **THOMAS GRAY & ASSOCIATES, INC**Contractor Name: **THOMAS GRAY & ASSOCIATES, INC**Address: **1205 W BARKLEY AVE**City/State/Zip: **ORANGE, CA 92868-1214**Contact/Phone: **Steven May 714/997-8090**Vendor No.: **T32007354**NV Business ID: **NV20201906291**To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b>	Fees	<b>100.00 % Radiation Control Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **C17624**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/23/2020**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **250 days**4. Type of contract: **Contract**Contract description: **Radiation Material**

5. Purpose of contract:

**This is a new contract to provide services to package, transport and dispose of radioactive materials.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,486.00**

Other basis for payment: Per Attachment A

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Radioactive Materials need to be properly packaged and transported for disposal by experienced personnel to mitigate any risk to State employees and individuals completing the disposal work.**

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 remove these materials.**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):

Qal-Tek

Chase Environmental Group  
Thomas Gray & Associates Inc

b. Solicitation Waiver: **Not Applicable**

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

Thomas Grey & Associates were the only vendor to quote the removal of the entire requested inventory, specifically the barrel of surrendered uranium turnings.

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	kquinter	10/05/2020 16:00:22 PM
Division Approval	kquinter	10/05/2020 17:00:16 PM
Department Approval	mwinebar	10/06/2020 16:37:54 PM
Contract Manager Approval	rmille8	10/07/2020 09:03:34 AM
Budget Analyst Approval	afrantz	10/23/2020 13:47:54 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23484**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: **HANSEN HUNTER & COMPANY PC**Contractor Name: **HANSEN HUNTER & COMPANY PC**Address: **7080 SW Fir Loop Suite 100**City/State/Zip: **Portland, OR 97223**Contact/Phone: **Jeff Moore 503/244-2134**Vendor No.: **T29009225**NV Business ID: **NV20101244381**To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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.

<b>X</b> General Funds	<b>100.00 %</b>	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 **10/20/2020**

Anticipated BOE meeting date 11/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **1 year and 253 days**4. Type of contract: **Contract**Contract description: **Medicare Cost Report**

5. Purpose of contract:

**This is a new contract to provide ongoing services to prepare and submit required Medicare Cost Reports to current Medicare administrative contractors on behalf of division per the requirements of the Division of Health Care Financing and Policy for participation in the Medicare and Medicaid reimbursement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,870.00**

Payment for services will be made at the rate of \$17,935.00 per Cost report

Other basis for payment: NA

**II. JUSTIFICATION**

7. What conditions require that this work be done?

To meet the requirements of Health Care Financing and Policy for participation in Medicare and Medicaid reimbursement.

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

Existing State employees lack familiarity with changing federal regulation and cost report preparation. Professional expertise is required to maximize cost report settlement.

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):

Hansen Hunter  
Zimmer Healthcare  
Walters and Associates

b. Solicitation Waiver: **Not Applicable**

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

Only vendor to submit proposal.

d. Last bid date: 07/17/2020 Anticipated re-bid date: 03/31/2022

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:

June 2018 - June 2020; Division of Public and Behavioral Health; services 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:

Amy Tran, Accountant II Ph: 702-486-9688

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kquinter	10/06/2020 09:25:21 AM
Division Approval	kquinter	10/06/2020 09:25:24 AM
Department Approval	mwinebar	10/12/2020 15:56:28 PM
Contract Manager Approval	rmille8	10/13/2020 11:08:14 AM
Budget Analyst Approval	afrantz	10/20/2020 09:53:42 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23431**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>HANSEN HUNTER &amp; COMPANY PC</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>HANSEN HUNTER &amp; COMPANY PC</b>
Appropriation Unit:	<b>3162-04</b>	Address:	<b>7080 SW Fir Loop</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Portland, OR 97223</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Jeff Moore 503/244-2134
		Vendor No.:	T29009225
		NV Business ID:	NV20101244381

To what State Fiscal Year(s) will the contract be charged? **2021-2023**

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: C 17641

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/17/2020**

Anticipated BOE meeting date 11/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **11/08/2022**Contract term: **1 year and 356 days**4. Type of contract: **Contract**Contract description: **Medicare Cost Report**

5. Purpose of contract:

**This is a new contract to provide ongoing service to prepare and submit required Medicare Cost Reports to current Medicare administrative contractors on behalf of division per the requirements of the Division of Health Care Financing and Policy for participation in the Medicare and Medicaid reimbursement.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,408.00**

Payment for services will be made at the rate of \$17,935.00 per year

Other basis for payment: To increase 3% to \$18,473.00 in year two

**II. JUSTIFICATION**

7. What conditions require that this work be done?

To meet the requirements of Health Care Financing and Policy for participation in Medicare and Medicaid reimbursement.

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

Existing State employees lack the familiarity with changing federal regulations and cost report preparation. Professional expertise is required to maximize cost report settlement.

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):

Hansen & Hunter Company, PC  
My Office Staff  
LRB Accountancy

b. Solicitation Waiver: **Not Applicable**

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

Only vendor to submit proposal.

d. Last bid date: 05/08/2020 Anticipated re-bid date: 05/08/2022

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:

Has performed Medicare Cost Reports for NNAMHS and SNAMHS since 2006 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:

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:

Amanda McMasters, MA III Ph: 1-775-688-0422

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kquinter	10/06/2020 12:47:42 PM
Division Approval	kquinter	10/06/2020 12:47:46 PM
Department Approval	mwinebar	10/06/2020 16:05:22 PM
Contract Manager Approval	rmille8	10/22/2020 08:13:23 AM
Budget Analyst Approval	afrantz	11/17/2020 11:24:43 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: **23541**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	Department of Education
Agency Code:	<b>406</b>	Contractor Name:	<b>Department of Education</b>
Appropriation Unit:	<b>3219-12</b>	Address:	<b>700 E. Fifth Street</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Carson City, NV 89701</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Heidi Haartz 775-687-9102
		Vendor No.:	
		NV Business ID:	Gov Agency

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **Yes**

If "Yes", please explain

This contract was delayed due to the emergent funding for COVID-19 activities needing approval by the Interim Finance Committee.

3. Termination Date: **12/31/2020**Contract term: **152 days**4. Type of contract: **Interlocal Agreement**Contract description: **School Absenteeism**

5. Purpose of contract:

This is a new interlocal agreement to provide student absenteeism data with COVID-19 like symptoms to the Department of Health and Human Services, Office of Analytics and the Division of Public and Behavioral Health, Office of Public Health Informatics and Epidemiology.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: Upon review and acceptance of invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

To provide COVID-19 surveillance in public schools.

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

DPBH employees do not have the access to the data to perform 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?

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

DPBH currently contracts with the Department of Education with satisfactory services.

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	kquinter	10/08/2020 15:51:30 PM
Division Approval	kquinter	10/08/2020 15:51:32 PM
Department Approval	mwinebar	10/09/2020 10:02:38 AM
Contract Manager Approval	rmille8	10/09/2020 10:59:12 AM
Budget Analyst Approval	afrantz	10/23/2020 13:53:28 PM



DATE: August 26, 2020

## **MEMORANDUM**

TO: Aaron Frantz, Budget Officer  
Governor's Finance Office

THROUGH: Christina Hadwick, Administrative Services Officer IV  
Division of Public and Behavioral Health

FROM: Kelli Quintero, Administrative Services Officer III  
Division of Public and Behavioral Health

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL -CETS #23541, Interlocal - Nevada Department of Education

This memorandum requests that the following contract be approved for a retroactive start.

The following information is required:

- Name of Vendor: Nevada Department of Education
- Services to be provided: DPBH is contracting with the Nevada Department of Education in order to receive counts of the number of students by school that are displaying COVID-19 related symptoms. Data will be logged through DoE's existing system Infinite Campus
- Funding source and expenditure category: BA 3219 CAT 12 REF # C 17712
- Requested start date of work: August 1, 2020
- Expected execution date of agreement (IFC approval date or N/A): N/A
- Detailed explanation as to why a retroactive agreement is necessary, including:
  - Reason(s) why the agreement was not submitted timely:
    - This contract was delayed due to the emergent funding for COVID-19 activities needing approval by the Interim Finance Committee who approved the Work Program for these funding activities on July 27, 2020.
  - Describe the impact to the program/services If this work is not started prior to the execution of the agreement: All COVID-19 related activities that the vendor has conducted will not be covered.
  - Explain how the program/bureau will prevent future retroactive requests: This was unavoidable due to the COVID-19 pandemic.

If you have any questions, please contact Kailynn Griffith at (775) 684-2229 or [kgriffith@health.nv.gov](mailto:kgriffith@health.nv.gov).

cc: Contract Unit  
Division of Public and Behavioral Health

**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: **23582**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>GNOMON. INC.</b>
Agency Code: <b>406</b>	Contractor Name: <b>GNOMON. INC.</b>
Appropriation Unit: <b>3219-18</b>	Address: <b>1601 FAIRVIEW DR STE F</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89701-5860</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>Eric Ingbar 775/885-2305</b>
	Vendor No.: <b>T81005218</b>
	NV Business ID: <b>NV19941043248</b>

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **C 17707**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2020**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2020**Contract term: **49 days**4. Type of contract: **Contract**Contract description: **HIV Lab Testing**

5. Purpose of contract:

**This is a new contract to provide HIV Negative Lab Tracking using the Nevada Electronic Review Database System.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$150.00 per Hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This is an upgrade to the current NERDS HIV tracking system to allow Negative test results to be tracked. NERDS allow users to review and verify electronic laboratory messages for HIV/AIDS cases and import them into the CDC supported surveillance system (eHARS) for HIV. Without NERDS, eHARS would auto import all of the electronic messages and not allow data entry staff the ability to review and edit messages therefore would lead to an excess of laboratory information into the surveillance system that was duplicate as well as laboratory messages that were not actually HIV/AIDS cases.

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

**State employees do not have the expertise.**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?

This company has the background in developing and maintaining the NERDS Software application on the States computer network and currently holds the Maintenance Agreement.

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?

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

Currently contracted with the Division of Public and Behavioral Health with satisfactory services.

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	kquinter	10/11/2020 15:18:51 PM
Division Approval	kquinter	10/11/2020 15:18:55 PM
Department Approval	mwinebar	10/12/2020 16:06:11 PM
Contract Manager Approval	rmille8	11/10/2020 16:30:28 PM
EITS Approval	tgalluzi	11/12/2020 08:44:48 AM
Budget Analyst Approval	afrantz	11/12/2020 08:50:30 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: **23542**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **1383-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NATIONAL YOUTH SCREENING AND**Contractor Name: **NATIONAL YOUTH SCREENING AND**Address: **ASSESSMENT PARTNERS  
436 LAKE AVE**City/State/Zip: **WORCESTER, MA 01604-1360**Contact/Phone: **Dr. Gina Vincent 774/239-6604**Vendor No.: **T29042179**NV Business ID: **NV20201930940**To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2020**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **1 year and 231 days**4. Type of contract: **Contract**Contract description: **Risk screening tool**

5. Purpose of contract:

**This is a new contract to create and validate a risk screening tool that enhances the ability of each correctional facility to prevent sexual abuse and sexual harassment of youth confined in a juvenile justice facility.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,300.00**

Other basis for payment: \$9,900 for Year 1 Activities; \$11,400 for Year 2 Activities

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Currently, there is no national validated PREA risk screening tool. The tool used currently by the Division was adopted from another state and has shown inter-rate reliability and validity issues through internal and federal audits. Assessing risk is crucial in prevention efforts. A valid and reliable PREA risk screening tool will enhance the Division's ability to assess risk, thereby help prevent sexual abuse and sexual harassment of youth in correctional facility care.**

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

**The National Youth Screening and Assessment Partners, LLC (NYSAP) will provide technical assistance above and beyond what a state employee could provide including modifying the current Division PREA risk screening tool per NYSAP direction; developing a data gathering strategy including setting up databases and protocols; training the Research Assistants; gathering inter-rate reliability data; and provide data analysis and reporting.**

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):

One in 37 Research, Inc.  
The National Youth Screening and Assessment Partners, LLC  
Abel Screening

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor was the lowest cost responsible 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:

The vendor was under contract with the Division in FY20. 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:

Other

**NT7 Business License Other**

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:

Jennifer Simeo, Program Officer 3 Ph: 775-687-2276

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	10/14/2020 16:21:52 PM
Division Approval	knielsen	11/03/2020 16:38:05 PM
Department Approval	mwinebar	11/05/2020 14:00:12 PM
Contract Manager Approval	sknigge	11/05/2020 16:43:12 PM
Budget Analyst Approval	jyou23	11/10/2020 17:42:58 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23620**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3259-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SNYDER SERVICES DBA**Contractor Name: **SNYDER SERVICES DBA**Address: **SNYDER MECHANICAL  
PO BOX 2775**City/State/Zip: **ELKO, NV 89803-2775**Contact/Phone: **JARED BYLUND 775/397-0731**Vendor No.: **T80925991**NV Business ID: **NV20011319542**To what State Fiscal Year(s) will the contract be charged? **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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/17/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **224 days**4. Type of contract: **Contract**Contract description: **HVAC**

5. Purpose of contract:

**This is a new contract to provide for the replacement of failed air conditioning in the Nevada Youth Training Center Warehouse.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,310.00**

Payment for services will be made at the rate of \$23,310.00 per Completed Project

Other basis for payment: Flat rate based on quote; \$7,178 each for 2 HVAC units = \$14,356 and \$8,954 for transformer upgrade = \$23,310

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The air-cooling system at the NYTC warehouse has failed. It is currently not possible to cool the area sufficiently in the hot summer months. When the outside temperature is in excess of 90 degrees, the warehouse interior temperature can easily exceed 100 degrees, creating an unsafe working environment and straining the cooling ability of the walk-in cooler and freezer. The excessive heat can lead to premature damage or spoilage of items in the warehouse resulting in increased costs and safety risks.

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

This project requires knowledge and training that the facility maintenance staff do not possess. This project is not large enough for the State Public Works Division to manage.

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):

Snyder Mechanical  
KAP Mechanical  
Lone Wolf Construction

b. Solicitation Waiver: **Not Applicable**

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

The vendor has the best price and is locally owned and operated.

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 is currently finishing a State Public Work Division multi-project job at the NYTC and 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:

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:

Lance Marshall, null Ph: 775-748-6255

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	11/06/2020 08:19:10 AM
Division Approval	knielsen	11/06/2020 19:44:08 PM
Department Approval	mwinebar	11/12/2020 08:48:18 AM
Contract Manager Approval	sknigge	11/13/2020 16:22:37 PM
Budget Analyst Approval	jyou23	11/17/2020 09:51:06 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23612**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	<b>BOARD OF REGENTS-UNLV</b>
Agency Code:	<b>409</b>	Contractor Name:	<b>BOARD OF REGENTS-UNLV</b>
Appropriation Unit:	<b>3646-18</b>	Address:	<b>SCHOOL OF MEDICINE 2040 W CHARLESTON BLVD FL 3</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89102-2227</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Megan Cortney 702/895-2641
		Vendor No.:	D35000819
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **231 days**4. Type of contract: **Interlocal Agreement**Contract description: **Psych Fellow NV Peds**

5. Purpose of contract:

**This is a new contract to provide second-year fellows to support Nevada's System of Care through consultation to the NV Peds program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$39,653.40****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Nevada Pediatric Psychiatry Solutions project will provide the fellow an opportunity to practice consultation to a community system of care program, both practicing leadership and clinical skills imperative to success post-graduation at the same time assisting in the development of our statewide child psychiatry consultation program.**

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

**There are currently no state employees that can meet the needs of this project.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Exempt (Per statute)**

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

**III. OTHER INFORMATION**

11. 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

UNLV School of Medicine is part of the Nevada Higher System of Education

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 contractor has been under contract with the Division. 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 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:

Rick Rassier, Admin Services Officer 3 Ph: 702-486-4335

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	knielsen	10/27/2020 12:15:00 PM
Division Approval	knielsen	10/27/2020 12:15:03 PM
Department Approval	mwinebar	10/29/2020 10:14:16 AM
Contract Manager Approval	sknigge	10/29/2020 11:46:07 AM
Budget Analyst Approval	jyou23	11/10/2020 12:59:35 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23589**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3710-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Nexsys LLC.

Contractor Name: **Nexsys LLC.**Address: **6160 Transverse Drive**City/State/Zip **Las Vegas, NV 89146-1190**

Contact/Phone: Michel D. Kingery 702-499-4849

Vendor No.: T29043464

NV Business ID: NV20141495673

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 **100.00 %** Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 440

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/23/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2021**Contract term: **342 days**4. Type of contract: **Contract**Contract description: **Video Surveillance**

5. Purpose of contract:

**This is a new contract to provide equipment, installation and ongoing cloud-based video surveillance data storage services for the video surveillance that is required for the Common Fare kitchen certification process throughout the correctional facilities in the state of Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,783.30**

Other basis for payment: 3710-26 G/L 7060 FY21 \$7,923.30 Camera Purchase / Installation ~ FY22 \$4,860.00 Annual Data Plan

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Video surveillance is required for the Common Fare kitchen certification process throughout the agency. This cloud-based solution eliminates cumbersome logistics of this process that currently requires the recording and shipping of disks that often cause delays and can fail.

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

NDOC does not provide this service. No other State agency provides 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):

Dell Technologies  
Nexsys LLC.  
CDW-G

b. Solicitation Waiver: **Not Applicable**

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

This vendor provided the lowest and most responsive 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:  
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	bweisent	09/15/2020 13:41:55 PM
Division Approval	amonro1	09/16/2020 13:46:05 PM
Department Approval	sewart	09/17/2020 08:32:43 AM
Contract Manager Approval	aroma2	10/21/2020 15:35:29 PM
Budget Analyst Approval	bmacke1	10/22/2020 10:47:18 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23532**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3724-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Wash Multifamily Laundry Systems

Contractor Name: **Wash Multifamily Laundry Systems**Address: **2200 W195th Street**City/State/Zip: **Torrance, CA 90501-1120**

Contact/Phone: Keith Rokosz 714-273-8023

Vendor No.: T27038095

NV Business ID: NV20071228221

To what State Fiscal Year(s) will the contract be charged? **2021-2024**

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.

**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 #: 440

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/29/2020**

Anticipated BOE meeting date 09/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/31/2023**Contract term: **2 years and 306 days**4. Type of contract: **Other (include description): Equipment Lease**Contract description: **Washer/Dryer Lease**

5. Purpose of contract:

**This is a new contract for the lease of equipment to provide commercial washers and dryers, including installation and maintenance of new machines located at Northern Nevada Transitional Housing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,440.00**

Other basis for payment: 3724-04 G/L 7980: FY21 \$5,400.00 ~ FY22 \$6,480.00 ~ FY23 \$6,480.00 ~ FY24 \$1,080.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**For the health and safety of staff and offenders.**

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

**The Department does not have the equipment to provide this service. 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: **Professional Service (As defined in NAC 333.150)**

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

This vendor has the expertise required for this work.

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:

NDOC Contract #17021 since 10/13/15. Work performed has been verified as 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

Foreign Limited-Liability Company

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	bweisent	08/25/2020 09:41:31 AM
Division Approval	amonro1	08/27/2020 11:30:53 AM
Department Approval	sewart	08/27/2020 14:29:24 PM
Contract Manager Approval	aroma2	10/26/2020 14:52:31 PM
Budget Analyst Approval	bmacke1	10/29/2020 16:02:03 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23571**

Agency Name: <b>DEPARTMENT OF AGRICULTURE</b>	Legal Entity Name: <b>ALL SEASONS LAWN &amp; LANDSCAPING</b>
Agency Code: <b>550</b>	Contractor Name: <b>ALL SEASONS LAWN &amp; LANDSCAPING</b>
Appropriation Unit: <b>4554-07</b>	Address: <b>PO BOX 41358</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89504-5358</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>775/329-1531</b>
	Vendor No.: <b>T27035006A</b>
	NV Business ID: <b>NV20051076362</b>

To what State Fiscal Year(s) will the contract be charged? **2021-2025**

What is the source of funds that will be used to pay the contractor? 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 %	<b>X</b> Other funding	<b>100.00 % Cost allocation</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/28/2020**

Anticipated BOE meeting date 10/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/31/2024**Contract term: **3 years and 308 days**4. Type of contract: **Contract**Contract description: **Sparks Landscape-sno**

5. Purpose of contract:

**This is a new contract to provide ongoing landscaping and snow removal services for headquarters' property in Sparks.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,480.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

It is necessary to maintain the landscape on property surrounding the Department of Agriculture's headquarters' building in Sparks and to provide defensible space around the perimeter.

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

The areas around the headquarters must be kept clean and maintained. This area is too large for the existing staff and does not fall into their job duties.

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):

All Season Lawn & Landscaping  
Reno Green Landscaping  
Signature Landscapes

b. Solicitation Waiver: **Not Applicable**

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

This vendor has an excellent track record with NDA and their bid was the lowest cost.

d. Last bid date: 08/13/2020 Anticipated re-bid date: 03/01/2024

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:

NDA has contract with this vendor since 2017. This vendor has provided satisfactory services.

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	melli2	09/08/2020 13:16:35 PM
Division Approval	aurruty	10/15/2020 07:44:28 AM
Department Approval	aurruty	10/15/2020 07:45:00 AM
Contract Manager Approval	melli2	10/28/2020 07:09:08 AM
Budget Analyst Approval	mlynn	10/28/2020 08:11:42 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23598**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Dulles Technology Partners Inc  
Contractor Name: **Dulles Technology Partners Inc**  
Address: **817 Larch Valley Ct**City/State/Zip: **Leesburg, VA 20176**

Contact/Phone: Tom Nyilasi 703-623-2128

Vendor No.: T27043815

NV Business ID: NV20201856471

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %
<b>X Federal Funds</b>	<b>100.00 %</b>	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 **10/27/2020**

Anticipated BOE meeting date 11/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **1 year and 246 days**4. Type of contract: **Contract**Contract description: **Implement WebGrants**

5. Purpose of contract:

**This is a new contract to provide implementation of the WebGrants software for the Nevada Division of State Parks - Division Office. Dulles Technology Partners, Inc. will assist the grants section of the Nevada Division of State Parks with tracking and monitoring of grants and sub-grants.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,350.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**This contract will assist the Grants Section of Nevada State Parks in tracking the grants and sub-grants they oversee.**

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

**Nevada State Parks employees do not have the expertise to complete this project**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **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)?

**No** b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

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:

Heather Giger, Park & Recreation Program Mgr Ph: 775-684-2784

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	09/21/2020 13:23:55 PM
Division Approval	kcopelan	09/21/2020 13:23:59 PM
Department Approval	jidema	10/09/2020 12:09:25 PM
Contract Manager Approval	jidema	10/09/2020 15:58:10 PM
Budget Analyst Approval	rjacob3	10/27/2020 07:25:44 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: **23665**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Vegas Valley Four Wheelers

Contractor Name: **Vegas Valley Four Wheelers**Address: **840 South Rancho Drive  
Suite 4-601**City/State/Zip: **Las Vegas, NV 89109**

Contact/Phone: Kevin Bailey 702.305.0151

Vendor No.:

NV Business ID: NV19941054290

To what State Fiscal Year(s) will the contract be charged? **2021-2023**

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/05/2020**

Anticipated BOE meeting date 10/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **11/06/2022**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **Special Use permit**

5. Purpose of contract:

**This is a new revenue contract to provide for a special-use permit to conduct the annual Hump-N-Bump off-road event at the Logandale Trails Section of Valley of Fire State Park.**

6. NEW CONTRACT

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

7. What conditions require that this work be done?

The vendor will be conducting the Hump-N-Bump event held over four days, the first weekend in November, annually, 2020 through 2020, more specifically, November 5-8, 2020; November 4-7, 2021; November 3-6, 2022, within the Logandale Trails Section of Valley of Fire State Park.

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

NA

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?

Revenue 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?

**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:

Division of State Parks/Valley of Fire (annually November 2008 - present) - this contractor has complied satisfactorily with all regulations and rules.

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:

Craig Robinson, Park Supervisor Ph: 702.397.2088

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	10/15/2020 15:31:11 PM
Division Approval	kcopelan	10/15/2020 15:31:14 PM
Department Approval	jidema	10/15/2020 15:31:45 PM
Contract Manager Approval	jidema	10/15/2020 15:31:48 PM
Budget Analyst Approval	rjacob3	10/21/2020 06:57:00 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23719**Agency Name: **DCNR - DIVISION OF WATER RESOURCES**Agency Code: **705**Appropriation Unit: **4171-17**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SIERRA NEVADA JOURNEYS**Contractor Name: **SIERRA NEVADA JOURNEYS**Address: **190 E LIBERTY ST**City/State/Zip: **RENO, NV 89501-2209**Contact/Phone: **McKenzie Mendoza 775/355-1688**Vendor No.: **T29015313**NV Business ID: **NV20061807775**To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/26/2021**Contract term: **108 days**4. Type of contract: **Contract**Contract description: **Flood Fighter Nevada**

5. Purpose of contract:

**This is a new contract to develop and provide instructional and educational resources that promote understanding and awareness of watershed resources and flood safety measures in the "Flood Fighter: Nevada" game for students, 6th-8th grade.**

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$12,000.00 per null

Other basis for payment: In full upon completion of work within 30 days after the date of billing

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Floodplain Management program participates in a variety of outreach and educational activities in order to raise awareness of the serious flooding that occurs regularly in Nevada. This contract will engage students in technology-based engineering projects that have real world relevance regarding local Nevada flood risk concerns, preparedness and safety.**

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

**The agency does not have the staff, time or resources 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):

Sierra Nevada Journeys  
Envirolution  
Michael Baker International

b. Solicitation Waiver: **Not Applicable**

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

Three vendors were solicited for quotes and Sierra Nevada Journeys was the only vendor who responded.

d. Last bid date: 08/06/2020 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:

Agency 704 - State Parks, 11/20/2019 - Satisfactory  
Agency 706 - State Forestry, 5/19/2020 - Satisfactory  
Agency 709 - Environmental Protection - 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:

Erin Warnock, State Floodplain Manager Ph: 775-684-2890

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sweb4	10/29/2020 12:51:02 PM
Division Approval	sweb4	10/29/2020 12:51:05 PM
Department Approval	kwilliam	10/29/2020 13:20:43 PM
Contract Manager Approval	sweb4	10/29/2020 13:32:22 PM
Budget Analyst Approval	rjacob3	11/10/2020 07:17:19 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: **21224** Amendment Number: **1**

Agency Name: **DEPARTMENT OF MOTOR VEHICLES** Legal Entity Name: **HAGER ENVIRONMENTAL &**

Agency Code: **810** Contractor Name: **HAGER ENVIRONMENTAL &**

Appropriation Unit: **4722-04** Address: **ATMOSPHERIC TECHNOLOGIES**

Is budget authority available?: **Yes** City/State/Zip: **KNOXVILLE, TN 37932-3278**

If "No" please explain: Not Applicable Contact/Phone: Yolla Hager 865/288-7890

Vendor No.: T29041372

NV Business ID: NV20181552997

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 %	<b>X</b>	Fees	<b>100.00 %</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2018**

Anticipated BOE meeting date 11/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/28/2020**

Termination Date:

Contract term: **2 years and 46 days**4. Type of contract: **Contract**Contract description: **Remote Sensing**

5. Purpose of contract:

**This is the first amendment to the original contract which provides an additional round of vehicle remote sensing. This amendment increases the maximum amount from \$60,000 to \$90,000 to continue the testing of 20,000 vehicles for one additional round.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$60,000.00	\$60,000.00	\$60,000.00	Yes - Action
2. Amount of current amendment (#1):	\$30,000.00	\$30,000.00	\$30,000.00	Yes - Info
3. New maximum contract amount:	\$90,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 445B.798 and NRS 482.461

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 available to offer this service.

9. Were quotes or proposals solicited?

Yes

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

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP# 2018-4722-01, and in accordance with NRS 333, the selected vendor was the highest scoring proposer determined by an independently appointed evaluation committee.

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:

Other

**NT7 Business License Other**

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	pgra1	10/02/2020 11:45:10 AM
Division Approval	asmit3	10/02/2020 12:22:53 PM
Department Approval	asmit3	10/02/2020 12:22:55 PM
Contract Manager Approval	mmason	10/02/2020 12:28:03 PM
Budget Analyst Approval	nkephart	10/26/2020 15:01:43 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: **23046**Amendment  
Number: **1**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **4770-11**Is budget authority  
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity  
Name: **CARAHSOFT TECHNOLOGY**Contractor Name: **CARAHSOFT TECHNOLOGY**Address: **CORPORATION  
11493 SUNSET HILLS RD STE 100  
RESTON, VA 20190-5230**City/State/Zip: **RESTON, VA 20190-5230**Contact/Phone: **Jacob Holler 703/581-6581**Vendor No.: **PUR0004357**NV Business ID: **NV20151127305**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.

<b>X</b>	General Funds	<b>14.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>83.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>3.00 % BEN Set-a-side</b>

Agency Reference #: **3363-24-DETR**

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **03/30/2020**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2021**Contract term: **1 year and 92 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **DocuSign**

5. Purpose of contract:

**This is the first amendment to the work plan under Master Service Agreement contract #18855 which provides Cloud Services. This amendment increases the maximum amount from \$920,534.32 to \$949,208.32 and revises the work plan to include additional hours for training on electronic signature, workflow routing and remote access to forms to expedite document processes.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$920,534.32	\$920,534.32	\$920,534.32	Yes - Action
2. Amount of current amendment (#1):	\$28,674.00	\$28,674.00	\$28,674.00	Yes - Info
3. New maximum contract amount:	\$949,208.32			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Excessive time for document processing impacts the availability of services to all Nevadans. Reducing this time in process, reduces the burden our clients experience, especially during this extremely challenging period of time.**

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

State Employees/Agencies do not have the time, skills or tools to create an electronic signature/routing system.

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: 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	kdesoci1	11/03/2020 12:25:28 PM
Division Approval	kdesoci1	11/03/2020 12:25:32 PM
Department Approval	kdesoci1	11/03/2020 12:25:34 PM
Contract Manager Approval	kdesoci1	11/03/2020 12:25:37 PM
EITS Approval	tgalluzi	11/04/2020 09:38:05 AM
Budget Analyst Approval	dbaughn	11/10/2020 11:39:02 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: **23249** Amendment Number: **1**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **Peterbilt Truck Parts & Equipment IT Dept**

Agency Code: **BDC** Contractor Name: **Peterbilt Truck Parts & Equipment IT Dept**

Appropriation Unit: **B015 - All Categories** Address: **Peterbilt Truck Parts & Equip  
2272 Larkin Circle**

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

If "No" please explain: Not Applicable Contact/Phone: **Ben Godfrey 775-359-8840**

Vendor No.: **T32004403A**

NV Business ID: **NV20071328642**

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 %	<b>X</b>	Fees	<b>100.00 % Licensing Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/09/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/31/2020**

Termination Date:

Contract term: **2 years and 205 days**4. Type of contract: **Contract**Contract description: **IT maintenance**

5. Purpose of contract:

**This is the first amendment to the original contract which provides server and workstation Information Technology maintenance. This amendment extends the contract termination date from December 31, 2020 to December 31, 2022 and increases the maximum amount from \$13,248 to 40,752 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:	\$13,248.00	\$13,248.00	\$13,248.00	Yes - Info
2. Amount of current amendment (#1):	\$27,324.00	\$27,324.00	\$40,572.00	Yes - Info
3. New maximum contract amount:	\$40,572.00			
and/or the termination date of the original contract has changed to:	12/31/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Additional experience and technical support is needed on occasion in addition to Board staff responsible for IT.

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

IT support of this nature is not provided by EITS and the Board does not have staff on site with the expertise necessary to provide the services needed.

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):

Erlach Computer Consulting  
Melton Enterprises  
Peterbilt Truck Parts and Equipment

b. Solicitation Waiver: **Not Applicable**

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

A combination of price, availability, and experience.

d. Last bid date: 04/30/2020 Anticipated re-bid date: 10/01/2020

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?

**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	5522	10/27/2020 10:00:50 AM
Division Approval	5522	10/27/2020 10:00:53 AM
Department Approval	5522	10/27/2020 10:00:57 AM
Contract Manager Approval	5522	10/27/2020 10:01:00 AM
EITS Approval	tgalluzi	10/28/2020 13:50:25 PM
Budget Analyst Approval	hfield	11/12/2020 17:48:36 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: **22852** Amendment Number: **1**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **QUALITY CONTROL SYSTEMS INC**

Agency Code: **BDC** Contractor Name: **QUALITY CONTROL SYSTEMS INC**

Appropriation Unit: **B015 - All Categories** Address: **61 CONTINENTAL DRIVE, #200**

Is budget authority available?: **Yes** City/State/Zip: **61 CONTINENTAL DRIVE, #200**

If "No" please explain: Not Applicable Contact/Phone: **RENO, NV 89509**

Vendor No.: **Richard Massa 775-359-1691**

NV Business ID: **T80951801A**

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 %	<b>X</b>	Fees	<b>100.00 % Licensing Fees</b>
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 **02/18/2020**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **12/31/2020**

Termination Date:

Contract term: **2 years and 317 days**4. Type of contract: **Contract**Contract description: **QCS**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides heating, ventilation and air conditioning service and maintenance. This amendment extends the termination date from December 31, 2020 to December 31, 2022 and increases the maximum amount from \$5,300 to \$15,900 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:	\$5,300.00	\$5,300.00	\$5,300.00	No
2. Amount of current amendment (#1):	\$10,600.00	\$15,900.00	\$15,900.00	Yes - Info
3. New maximum contract amount:	\$15,900.00			
and/or the termination date of the original contract has changed to:	12/31/2022			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

The Board has need of a vendor to maintain, service, and repair the HVAC system in the building where they conduct the business of the Board in Reno.

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

Employees with the Board lack the expertise to maintain and service the HVAC system in the building. The building is owned by the State and the Board and is not maintained by Buildings and Grounds.

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):

QCS  
Mt. Rose Heating & Air Conditioning  
Trane

b. Solicitation Waiver: **Not Applicable**

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

The overall cost was lower and the company has the staff to provide service timely.

d. Last bid date: 01/14/2020 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?

**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	5522	10/27/2020 09:51:25 AM
Division Approval	5522	10/27/2020 09:51:28 AM
Department Approval	5522	10/27/2020 09:51:31 AM
Contract Manager Approval	5522	10/27/2020 09:51:34 AM
Budget Analyst Approval	hfield	11/12/2020 17:49:22 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: **22669** Amendment Number: **1**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **Sutton Hague**

Agency Code: **BDC** Contractor Name: **Sutton Hague**

Appropriation Unit: **B015 - All Categories** Address: **9790 Gateway Drive, Suite 200**

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

If "No" please explain: Not Applicable Contact/Phone: **Brett Sutton 775-284-2770**

Vendor No.:

NV Business ID: **NV20141281867**

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 %	<b>X</b>	Fees	<b>100.00 % Licensing Fees</b>
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 **01/02/2020**

Anticipated BOE meeting date **12/2020**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2020**

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Legal Services**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing legal services. This amendment extends the termination date from December 31, 2020 to December 31, 2022 and increases the maximum amount from \$35,000 to \$45,000 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:	\$35,000.00	\$35,000.00	\$35,000.00	Yes - Info
2. Amount of current amendment (#1):	\$10,000.00	\$10,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$45,000.00			
and/or the termination date of the original contract has changed to:	12/31/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Board occasionally needs expert advice regarding employment matters.

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

The Board staff does not have the legal expertise in employment law.

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	5522	10/19/2020 10:30:38 AM
Division Approval	5522	10/19/2020 10:30:41 AM
Department Approval	5522	10/19/2020 10:30:47 AM
Contract Manager Approval	5522	10/19/2020 10:30:53 AM
Budget Analyst Approval	hfield	10/27/2020 16:06:57 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23694**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B015 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TOM CLARK SOLUTIONS**Contractor Name: **TOM CLARK SOLUTIONS**Address: **445 CALIFORNIA AVE., SUITE C**City/State/Zip: **RENO, NV 89502**Contact/Phone: **Tom Clark 775/813-0523**Vendor No.: **T29035523**NV Business ID: **NV20131535517**To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %	<b>X</b>	Fees	<b>100.00 % Licensing Fees</b>
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 **01/01/2021**

Anticipated BOE meeting date 12/2020

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2021**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Clark**

5. Purpose of contract:

**A new contract to provide lobbying and government affairs services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,000.00**

Payment for services will be made at the rate of \$3,500.00 per month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Board of Medical Examiners is involved in legislative issues each legislative session and is also involved in interim committees and the promulgation of regulations. All of this work requires 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:

The employees of the Board lack the expertise and capacity necessary to properly represent the Board at the Legislature and advise on legislative matters.

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):

Michael Hillerby  
Keith Lee  
Tom Clark

b. Solicitation Waiver: **Not Applicable**

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

Experience and availability

d. Last bid date: 09/09/2020 Anticipated re-bid date: 09/09/2021

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:

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	5522	10/22/2020 11:14:57 AM
Division Approval	5522	10/22/2020 11:15:00 AM
Department Approval	5522	10/22/2020 11:15:02 AM
Contract Manager Approval	5522	10/22/2020 11:15:04 AM
Budget Analyst Approval	hfield	10/30/2020 14:04:31 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: **23723**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B021 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GRIFFIN COMPANY, THE**Contractor Name: **GRIFFIN COMPANY, THE**Address: **401 S CURRY ST**City/State/Zip: **CARSON CITY, NV 89703-4642**Contact/Phone: **Chelsea Capurro 775-882-4002**Vendor No.: **T27037330**NV Business ID: **NV20151044504**To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b>	Fees	<b>100.00 % Licensing Fee</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **B021**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2020**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **210 days**4. Type of contract: **Provider Agreement**Contract description: **Lobbyist contract**

5. Purpose of contract:

**This is a new contract to provide lobbying services for the 2021 Legislative Session.**

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 \$1,800.00 per month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**A lobbyist is needed to represent the Board of Oriental Medicine in the upcoming legislative session**

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

**No expertise in this area**

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):

**Susan Fisher at McDonald Carano**b. Solicitation Waiver: **Not Applicable**

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

Chelsea Capurro's price was less than the other proposal

d. Last bid date: 10/13/2020 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	mlok	10/29/2020 16:53:34 PM
Division Approval	mlok	10/29/2020 16:53:49 PM
Department Approval	mlok	10/29/2020 16:53:53 PM
Contract Manager Approval	mlok	10/29/2020 16:53:58 PM
Budget Analyst Approval	hfield	11/10/2020 09:44:27 AM

CETS#
RFP#

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR LESS THAN \$50,000

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Board of Oriental Medicine
Address:	3191 E. Warm Springs Rd.
City, State, Zip Code:	Las Vegas, NV 89120
Contact:	Merle Lok
Phone:	702-675-5326
Fax:	702-989-8584
Email:	omboardexecutivedirector@gmail.com

Contractor Name:	The Griffin Company
Address:	401 S. Curry St.
City, State, Zip Code:	Carson City, NV 89703
Contact:	Chelsea Capurro
Phone:	702-334-5090
Fax:	
Email:	chelsea@g3nv.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage 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:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	Date December 1, 2020	To:	Date June 30, 2021
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- 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.

3. **SCOPE OF WORK.** The scope of work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:
Introductions and relationship building with the Governor's Office, state agencies, legislators, and local government elected officials and influencers.
Monitoring of interim committee meetings, studies, boards and commission meetings, regulatory workshops, and any other relevant meetings related to Health in Nevada.
Prepare and provide testimony during any needed hearings, meetings, or public workshops.
Provide Client with agendas and information relating to Health in Nevada.
Planning and preparation for a 2021 Legislative Agenda, including obtaining legislative sponsors and bill draft requests on Client's behalf, pursuing legislative amendments for Client, and defending against legislation inconsistent with Client's interests.
Weekly legislative bill tracking reports and updates.

An Attachment must be limited to the scope of work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$1800.00	per	month
Total Contract or installments payable at:	12,600.00 @ 7 installments = 1800.00 per month	
Total Contract Not to Exceed:	\$12,600.00	

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated attachments (if any). 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.

5. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject 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.
6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

## 7. 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 2, 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 7D. 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 2, 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 7C, above, shall run concurrently, unless the notice expressly states otherwise.

8. **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.

9. **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.
10. **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.
11. **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.
12. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.
  - A. Workers' Compensation and Employer's Liability Insurance.
    - 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
    - 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.
  - B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.
 

1) General Aggregate	\$2,000,000
2) Products – Completed Operations Aggregate	\$1,000,000
3) Personal and Advertising Injury	\$1,000,000
4) Each Occurrence	\$1,000,000
  - C. Automobile Liability. **[Delete if Contract does not involve use of motor vehicle.]** The policy shall cover Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
 

1) Combined Single Limit (CSL)	\$1,000,000
--------------------------------	-------------
  - D. Professional Liability/Errors and Omissions Liability **[Delete if Contract does not involve professional services.]** The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the

CETS#
RFP#

effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- |                     |             |
|---------------------|-------------|
| 1) Each Claim       | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

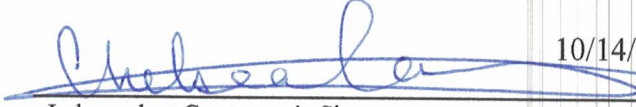
*Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.*

13. **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.
14. **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.
15. **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.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
17. **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.
18. **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.
19. **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.

CETS#
RFP#

20. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its scope of work 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 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, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value *Section 4, Consideration* exceeds \$49,999. This Contract, and any amendments, may be executed in counterparts.

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

 Independent Contractor's Signature	10/14/2020 Date	Partner _____ Independent Contractor's Title
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State of Nevada Authorized Signature	Date	Title
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State of Nevada Authorized Signature	Date	Title
--------------------------------------	------	-------

State of Nevada Authorized Signature	Date	Title
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APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Signature – Clerk of the Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On: \_\_\_\_\_  
Date

CETS#
RFP#

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



10/14/2020

Partner

Independent Contractor's Signature

Date

Independent Contractor's Title

  
State of Nevada Authorized Signature

10-25-20

Date

 President   
Title

State of Nevada Authorized Signature

Date

Title

State of Nevada Authorized Signature

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Clerk of the Board of Examiners

On:

Date

Approved as to form by:

On:

Date

Deputy Attorney General for Attorney General

CETS#
RFP#

20. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its scope of work 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 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, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value *Section 4, Consideration* exceeds \$49,999. This Contract, and any amendments, may be executed in counterparts.

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



10/14/2020 Partner

_____ Independent Contractor's Signature	_____ Date	_____ Independent Contractor's Title
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_____ State of Nevada Authorized Signature	_____ Date	_____ Title
---	---------------	----------------

_____ State of Nevada Authorized Signature	_____ Date	_____ Title
---	---------------	----------------

_____ State of Nevada Authorized Signature	_____ Date	_____ Title
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APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Signature – Clerk of the Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:



\_\_\_\_\_  
Deputy Attorney General for Attorney General

On: 10/20/20  
Date

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23712**

Agency Name:	<b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name:	<b>CAPITOL PARTNERS LLC</b>
Agency Code:	<b>BDC</b>	Contractor Name:	<b>CAPITOL PARTNERS LLC</b>
Appropriation Unit:	<b>B029 - All Categories</b>	Address:	<b>1575 DELUCCHI LN STE 201</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Reno, NV 89502-6557</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Mendy Elliott 775/622-9665
		Vendor No.:	T27034422
		NV Business ID:	NV20101806674

To what State Fiscal Year(s) will the contract be charged? **2021-2022**

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 %	<b>X</b>	Fees	<b>100.00 % Licensing Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **BESW102720**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2020**Anticipated BOE meeting date **12/2020**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **1 year and 231 days**4. Type of contract: **Contract**Contract description: **Consultant/Lobbyist**

5. Purpose of contract:

**This is a new contract to provide consulting/ lobbyist services.**

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 \$2,000.00 per month (on average)

Other basis for payment: Payable upon invoice: \$2750 per month from 11/1/2020 -06/20/2021; \$1500 per month from 07/1/2021 -06/30/2022.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Legislative Session and following Interim Session will have significant items that BESW needs to address; therefore, BESW needs consulting/ lobbyist services to assist with BDR for a new licensing category; assistance with handling advocacy issues that are related to social justice. As social justice is a foundational value of the social work profession, BESW continues to expect increased inquiries from legislators, public; also, assistance with NAC changes and other related meetings/ issues.

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

With only a handful of staff as well as other restrictions imposed by the COVID-19 emergency, BESW needs assistance to best represent Nevada as questions come up that are directed to our regulatory board re: new licensing category to bring NV on par with other states; and, to simultaneously pay close attention to relevant and challenging topical areas e.g. social justice issues. These complex issues will require preparedness, thoughtful response in a fast-moving environment.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Abney Tauchen Group  
Silver State Government Relations  
Pinyon Public Affairs  
Capitol Partners LLC

b. Solicitation Waiver: **Not Applicable**

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

Competitive cost proposal plus a low-cost out-of-session option so that the vendor can assist BESW with NAC changes and related issues. Unlike two other bidders, the chosen vendor is very familiar with regulatory boards as well as key social work issues. One vendor with a knowledge of regulatory boards and behavioral health issues did not choose to bid due to a conflict of interest.

d. Last bid date: 07/27/2020 Anticipated re-bid date: 06/30/2022

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:

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:

LOWERY, SANDRA, DEPUTY DIRECTOR Ph: 775/688-2555

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaoppen1	10/28/2020 10:40:40 AM
Division Approval	kaoppen1	10/28/2020 10:40:44 AM
Department Approval	kaoppen1	10/28/2020 10:40:48 AM
Contract Manager Approval	kaoppen1	10/28/2020 10:40:52 AM





**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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: November 3, 2020

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

From: Richard Jacobs, 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 CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE LANDS**

Agenda Item Write-up:

Pursuant to NRS 321.5954, Subsection 4, the State Land Registrar 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 1st quarter of fiscal year 2021.

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 245 square feet of restored coverage and an increase to the Land Bank of \$6,247.50.

Statutory Authority: NRS 321.5954

REVIEWED: LA

INFO ITEM: \_\_\_\_\_



Nevada Division of  
**STATE LANDS**

STATE OF NEVADA  
Department of Conservation & Natural  
Resources  
Steve Sisolak, *Governor*  
Bradley Crowell, *Director*  
Charles Donohue, *Administrator*

**MEMORANDUM**

DATE: October 1, 2020

TO: Susan Brown, Director  
Governor's Finance Office

FROM: Charles Donohue, Administrator and  
State Land Registrar, Nevada Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT FOR THE NEVADA LAND  
BANK PROGRAM – 1ST QUARTER FY 2021 BOARD OF EXAMINERS  
MEETING DATE OF NOVEMBER 10, 2020**

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Pursuant to NRS 321.5954, a quarterly report regarding the real property or interests in real property transferred by the Nevada Land Bank Program shall be reported quarterly to the State Board of Examiners.

**Nevada Land Bank Program:**

The Nevada Land Bank is a program housed in the Nevada Division of State Lands (NDSL) and operated by the Nevada Tahoe Resource Team on behalf of the Tahoe Regional Planning Agency (TRPA) through a Memorandum of Understanding and under the authority of Chapter 355, Statutes of Nevada 1993. The Nevada Land Bank acquires sensitive parcels and also mitigates the environmentally detrimental effects of land coverage in the Lake Tahoe Basin. Land coverage, such as impervious surfaces like parking lots, roads and roofs, is one element of the bundle of development rights required in the Lake Tahoe Basin to move forward with development or redevelopment projects. Allowable coverage is calculated by the sensitivity of a parcels land class: Class 1 through 3 are more environmentally sensitive lands; Class 4 through 7 are less sensitive lands. The Nevada Land Bank program works to transfer coverage from more to less environmentally-sensitive land. These activities contribute to the protection of the environment at Lake Tahoe. Land Bank activities are funded through mitigation fees collected by TRPA and forwarded to NDSL to carry out the program.

This memorandum is to report real property or interests in real property transferred under this program for the quarter ending September 30, 2020 (July 1 – September 30).

- 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:

In the midst of the COVID-19 pandemic, the NDSL Land Bank Program agreed to assist the California Tahoe Conservancy (CTC) Land Bank by processing three transfers of SEZ restoration credits into California. CTC did not have the needed coverage and did not anticipate receiving any due to their activities being impacted by COVID-19. Historically, the NDSL Land Bank has transferred coverage within Nevada Hydrologic Zones only. NDSL provided the service as a courtesy to CTC and all three transactions were closely coordinated with TRPA and the CTC.

On July 15, 2020, two transactions were finalized involving the sale of 125 square feet of Class 1b SEZ Restoration Credits land coverage to Henry and Elizabeth Stage and Michael G. Akatiff and Christy D. Akatiff Revocable Trust to provide the buyers the additional coverage required as one of the conditions for TRPA permit ERSP2019-1326 to authorize a new multiple-parcel pier to serve four littoral parcels located at 8778, 8780, 8782 and 8796 Brockway Vista Avenue in Brockway Vista, Placer County, California. These transactions resulted in \$3,187.50 in proceeds for the Nevada Land Bank.

On September 17, 2020, a transaction was finalized involving the sale of 120 square feet of Class 1b SEZ Restoration Credits land coverage to Tahoe City Public Utility District to provide the buyer additional coverage required as one of the conditions for TRPA permit ERSP2019-1374 to authorize the construction of the West Lake Tahoe Regional Water Treatment Plant for Tahoe City Public Utility District. This transaction resulted in \$3,060.00 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, Nevada Department of Conservation and Natural Resources

Steve Sisolak  
Governor



**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](http://www.budget.nv.gov) | Fax: (775) 684-0260

Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

Date: November 16, 2020

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

From: Shauna Tilley, Executive Branch 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:

**FISCAL YEAR 2021 – 1st QUARTER OVERTIME REPORT**

Agenda Item Write-up:

Fiscal year 2021 July through September overtime report by department.

Additional Information:

As of the first quarter of fiscal year 2021, year to date overtime pay and accrued compensatory leave accounted for a total of approximately \$15.230 million, or 5.83% of total pay, a 17.2% increase from fiscal year 2020.

The 5 agencies with the highest dollar amount of overtime and accrued comp time for the quarter accounted for 85.5% of the total:

1. Department of Corrections – \$4.63 million
2. Department of Health & Human Services – \$3.29 million
3. Department of Public Safety – \$2.20 million
4. Department of Conservation and Natural Resources – \$1.52 million
5. Department of Employment, Training and Rehab – \$1.40 million

The 5 agencies with the highest percentage of overtime and accrued comp time as a share of total pay for 1<sup>st</sup> quarter FY21 were:

- 1. Department of Veterans Service – 17.4%
- 2. Department of Conservation and Natural Resources – 12.5%
- 3. Department of Corrections – 12.1%
- 4. Department of Employment, Training and Rehab – 11.0%
- 5. Department of Public Safety – 10.4%

At the Department of Corrections, overtime and comp time increased by \$855,000 (22.7%) from the prior quarter and continued to be driven by the large correctional centers and medical personnel. Overtime and comp time for 1<sup>st</sup> quarter FY21 were highest at these 7 locations, which accounted for 84.9% of the total overtime for the department:

- 1. High Desert State Prison – \$1.10M
- 2. Ely State Prison High Desert State Prison – \$968k
- 3. Lovelock Correctional Center – \$559k
- 4. Southern Desert Correctional Center – \$460k
- 5. Northern Nevada Correctional Center – \$331k
- 6. Prison Medical Care – \$322k
- 7. Florence McClure Women’s Correctional Center – \$187k

By event code, the highest four causes accounted for 83.4% of the overtime:

- 1. Related to COVID-19 – \$1.72 million
- 2. Covering annual and military leave – \$1.23 million
- 3. Hospital coverage – \$480k
- 4. Fire time – \$431k

At the Department of Health and Human Services, overtime was driven by Division of Welfare and Supportive Services (\$1.071M - primarily in Welfare Field Services budget account), Public and Behavioral Health (\$980k, primarily in Southern Nevada Adult Mental Health - \$358k, and Lake’s Crossing Center - \$307k), Child and Family Services (\$812k) and Aging & Disability Services (\$367k). By event code, the highest four causes accounted for 69.2% of the overtime:

- 1. Related to COVID-19 – \$1.29M
- 2. Covering 24-hour shifts – \$509k
- 3. Covering vacant shifts – \$414k
- 4. Covering holiday shifts – \$230k

REVIEWED:

INFO ITEM:

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2021 SUMMARY (QTR 1)  
NEVADA DEPARTMENT OF ADMINISTRATION



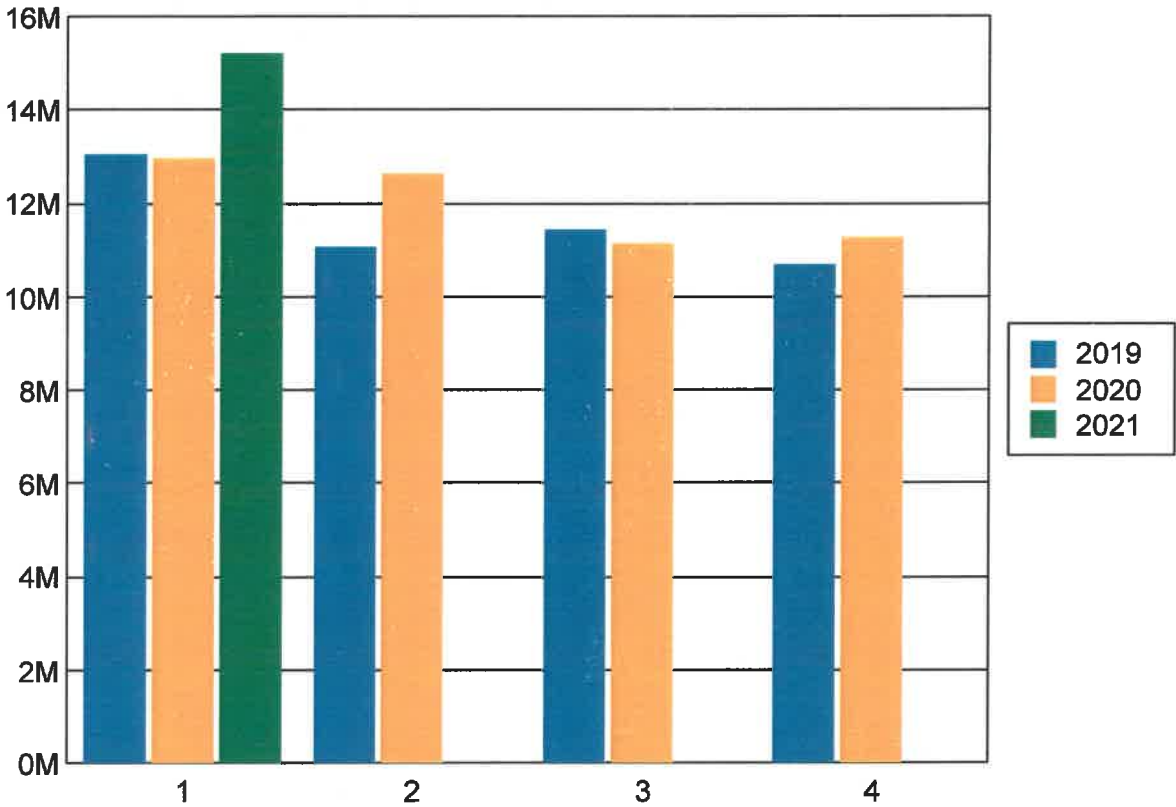
Tuesday, December 8, 2020

CUMULATIVE STATEWIDE TOTALS (QTR 1)			
	2019	2020	2021
BASE PAY	\$242,680,998	\$252,721,779	\$246,103,503
OVERTIME PAY + ACCRUED COMP	\$13,050,997	\$12,972,980	\$15,229,579
TOTAL PAY	\$255,731,995	\$265,694,759	\$261,333,082
OT/COMP AS A SHARE OF TOTAL PAY	5.10%	4.88%	5.83%

Highest OT/Comp expenditures in dollars			
Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay
44	DEPARTMENT OF CORRECTIONS	\$4,626,500	12.05%
40	DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$3,286,109	4.42%
65	DEPARTMENT OF PUBLIC SAFETY	\$2,197,539	10.37%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,517,366	12.52%
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$1,398,101	11.02%

Highest percentages of OT/Comp as a share of Total Pay			
Agency Code	Department	Overtime and Accrued Comp	OT/Comp as a Share of Total Pay
24	DEPARTMENT OF VETERANS SERVICE	\$551,674	17.37%
70	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,517,366	12.52%
44	DEPARTMENT OF CORRECTIONS	\$4,626,500	12.05%
90	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$1,398,101	11.02%
65	DEPARTMENT OF PUBLIC SAFETY	\$2,197,539	10.37%

Statewide OT/Comp Distribution by Quarter



	Q1 Base Pay	Q2 Base Pay	Q3 Base Pay	Q4 Base Pay
2019	\$242,680,998	\$274,890,264	\$242,212,023	\$277,024,399
2020	\$252,721,779	\$285,121,582	\$252,205,888	\$293,537,121
2021	\$246,103,503	\$0	\$0	\$0

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2021 QUARTERLY ANALYSIS vs FY2020  
NEVADA DEPARTMENT OF ADMINISTRATION  
Tuesday, December 8, 2020



FY2021 - QTR1

Greatest increases in OT/Comp expenditures vs FY2020

90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB

1,243,744

44 - DEPARTMENT OF CORRECTIONS

794,377

40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES

587,758

24 - DEPARTMENT OF VETERANS SERVICES

288,357

70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES

229,955

Greatest reductions in OT/Comp expenditure vs FY2020

80 - DEPARTMENT OF TRANSPORTATION

-588,070

65 - DEPARTMENT OF PUBLIC SAFETY

-183,830

81 - DEPARTMENT OF MOTOR VEHICLES

-174,213

61 - GAMING CONTROL BOARD

-106,838

04 - SECRETARY OF STATE'S OFFICE

-97,890

FY2021 - QTR2

Greatest increases in OT/Comp expenditures vs FY2020

No Data Available

Greatest reductions in OT/Comp expenditure vs FY2020

No Data Available

FY2021 - QTR3

Greatest increases in OT/Comp expenditures vs FY2020

No Data Available

Greatest reductions in OT/Comp expenditure vs FY2020

No Data Available

FY2021 - QTR4

Greatest increases in OT/Comp expenditures vs FY2020

No Data Available

Greatest reductions in OT/Comp expenditure vs FY2020

No Data Available

FY2021 - YEAR-TO-DATE TOTALS

Greatest increases in OT/Comp expenditures vs FY2020

90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB

1,243,744

44 - DEPARTMENT OF CORRECTIONS

794,377

40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES

587,758

24 - DEPARTMENT OF VETERANS SERVICES

288,357

70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES

229,955

Greatest reductions in OT/Comp expenditure vs FY2020

80 - DEPARTMENT OF TRANSPORTATION

-588,070

65 - DEPARTMENT OF PUBLIC SAFETY

-183,830

81 - DEPARTMENT OF MOTOR VEHICLES

-174,213

61 - GAMING CONTROL BOARD

-106,838

04 - SECRETARY OF STATE'S OFFICE

-97,890

# OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2021 QUARTERLY DETAILED ANALYSIS  
NEVADA DEPARTMENT OF ADMINISTRATION

Tuesday, December 8, 2020



	FY2021QTR1				FY2021 QTR1-QTR1			
	Overtime Pay and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/ Comp versus FY2020	Overtime Pay and Accrued Comp (YTD)	Total Pay (YTD)	OT/Comp as a Share of Total Pay (YTD)	Difference in OT Pay/Comp versus FY2020 (YTD)
01 - GOVERNOR'S OFFICE	\$105,408	\$2,030,329	5.19%	\$91,370	\$105,407.78	\$2,030,329.01	5.19%	\$91,370
02 - LIEUTENANT GOVERNOR'S OFFICE	\$0	\$77,801	0.00%	\$0	\$0.00	\$77,801.27	0.00%	\$0
03 - ATTORNEY GENERAL'S OFFICE	\$52,161	\$6,581,785	0.79%	\$16,781	\$52,160.56	\$6,581,784.54	0.79%	\$16,781
04 - SECRETARY OF STATE'S OFFICE	\$219	\$1,566,401	0.01%	\$-97,830	\$219.15	\$1,566,401.00	0.01%	\$-97,830
05 - TREASURER'S OFFICE	\$2,686	\$648,749	0.41%	\$1,287	\$2,686.10	\$648,748.61	0.41%	\$1,287
06 - CONTROLLER'S OFFICE	\$20,460	\$647,366	3.16%	\$17,089	\$20,459.77	\$647,365.69	3.16%	\$17,089
08 - DEPARTMENT OF ADMINISTRATION	\$123,328	\$7,561,114	1.63%	\$22,139	\$123,327.73	\$7,561,114.10	1.63%	\$22,139
09 - JUDICIAL BRANCH	\$413	\$6,587,154	0.01%	\$413	\$413.40	\$6,587,154.40	0.01%	\$413
10 - DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$6,131	\$971,017	0.63%	\$-3,381	\$6,131.10	\$971,017.31	0.63%	\$-3,381
11 - DEPARTMENT OF INDIGENT DEFENSE SERVICES	\$0	\$395,113	0.00%	\$0	\$0.00	\$395,112.94	0.00%	\$0
12 - GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$641,744	0.00%	\$0	\$0.00	\$641,744.48	0.00%	\$0
13 - DEPARTMENT OF TAXATION	\$17,633	\$4,438,385	0.40%	\$-25,519	\$17,632.62	\$4,438,385.14	0.40%	\$-25,519
15 - COMMISSION ON ETHICS	\$0	\$103,605	0.00%	\$0	\$0.00	\$103,605.36	0.00%	\$0
16 - DEPARTMENT OF SENTENCING POLICY	\$0	\$38,183	0.00%	\$0	\$0.00	\$38,182.56	0.00%	\$0
22 - JUDICIAL DISCIPLINE COMMISSION	\$0	\$103,970	0.00%	\$0	\$0.00	\$103,969.76	0.00%	\$0
23 - COMMISSION ON PEACE OFFICER STANDARDS & TRAINING	\$0	\$195,651	0.00%	\$-53	\$0.00	\$195,650.76	0.00%	\$-53
24 - DEPARTMENT OF VETERANS SERVICES	\$551,674	\$3,176,742	17.37%	\$289,337	\$551,673.93	\$3,176,742.13	17.37%	\$289,337
27 - CANNABIS COMPLIANCE BOARD	\$31,551	\$507,050	6.22%	\$31,551	\$31,550.93	\$507,050.45	6.22%	\$31,551
30 - DEPARTMENT OF EDUCATION	\$59,090	\$2,697,481	2.19%	\$25,017	\$59,090.09	\$2,697,481.27	2.19%	\$25,017
31 - STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$10,576	\$350,134	3.02%	\$3,831	\$10,576.25	\$350,133.77	3.02%	\$3,831
40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$3,286,109	\$74,408,923	4.42%	\$587,758	\$3,286,109.46	\$74,408,922.59	4.42%	\$587,758
43 - ADJUTANT GENERAL	\$88,768	\$1,386,577	6.40%	\$27,100	\$88,768.00	\$1,386,577.03	6.40%	\$27,100
44 - DEPARTMENT OF CORRECTIONS	\$4,626,500	\$38,383,020	12.05%	\$796,117	\$4,626,499.67	\$38,383,019.74	12.05%	\$796,117
50 - COMMISSION ON MINERAL RESOURCES	\$4,500	\$189,133	2.38%	\$-11,895	\$4,500.34	\$189,132.70	2.38%	\$-11,895
55 - DEPARTMENT OF AGRICULTURE	\$33,799	\$1,876,945	1.80%	\$6,088	\$33,798.66	\$1,876,944.81	1.80%	\$6,088
58 - PUBLIC UTILITIES COMMISSION	\$0	\$1,790,143	0.00%	\$0	\$0.00	\$1,790,142.92	0.00%	\$0
61 - GAMING CONTROL BOARD	\$75,256	\$5,813,257	1.29%	\$-106,618	\$75,256.46	\$5,813,257.31	1.29%	\$-106,618
65 - DEPARTMENT OF PUBLIC SAFETY	\$2,197,539	\$21,182,619	10.37%	\$-193,689	\$2,197,538.85	\$21,182,619.02	10.37%	\$-193,689
69 - COLORADO RIVER COMMISSION	\$2,321	\$672,755	0.34%	\$476	\$2,320.85	\$672,754.90	0.34%	\$476
70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$1,517,366	\$12,120,316	12.52%	\$229,955	\$1,517,365.90	\$12,120,315.51	12.52%	\$229,955
72 - DEPARTMENT OF WILDLIFE	\$80,290	\$3,454,790	2.32%	\$-26,545	\$80,290.24	\$3,454,790.37	2.32%	\$-26,545
74 - DEPARTMENT OF BUSINESS AND INDUSTRY	\$128,058	\$8,335,304	1.54%	\$93,353	\$128,058.48	\$8,335,303.66	1.54%	\$93,353
80 - DEPARTMENT OF TRANSPORTATION	\$727,648	\$26,217,613	2.78%	\$-588,970	\$727,648.09	\$26,217,612.54	2.78%	\$-588,970
81 - DEPARTMENT OF MOTOR VEHICLES	\$80,187	\$12,801,099	0.63%	\$-174,113	\$80,187.41	\$12,801,098.50	0.63%	\$-174,113
90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$1,398,101	\$12,692,472	11.02%	\$1,243,744	\$1,398,101.46	\$12,692,472.37	11.02%	\$1,243,744
95 - PUBLIC EMPLOYEES BENEFITS PROGRAM	\$0	\$377,649	0.00%	\$0	\$0.00	\$377,648.56	0.00%	\$0
96 - SILVER STATE HEALTH INSURANCE EXCHANGE	\$1,806	\$310,695	0.58%	\$1,806	\$1,806.09	\$310,694.89	0.58%	\$1,806
Total	\$15,229,579	\$261,333,082	5.83%	\$2,256,600	\$15,229,579	\$261,333,082	5.83%	\$2,256,600

OVERTIME/ACCRUED COMP USE BY DEPARTMENT

FISCAL YEAR 2021 COMPARATIVE YEAR-TO\_DATE ANALYSIS (QTR1-QTR1) VS FY2019-FY2020  
NEVADA DEPARTMENT OF ADMINISTRATION



Tuesday, December 8, 2020

	FY 2019 QTR1-QTR1				FY 2020 QTR1-QTR1				FY 2021 QTR1-QTR1			
	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Comp vs Prior Fiscal Year	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Comp vs Prior Fiscal Year	Overtime and Accrued Comp	Total Pay	OT/Comp as a Share of Total Pay	Difference in OT Pay/Comp vs Prior Fiscal Year
01 - GOVERNOR'S OFFICE	\$35,865	\$1,540,285	2.33%	\$35,565	\$14,038	\$1,735,789	0.81%	\$-21,827	\$105,408	\$2,030,329	5.19%	\$91,370
02 - LIEUTENANT GOVERNOR'S OFFICE	\$0	\$79,060	0.00%	\$0	\$0	\$74,677	0.00%	\$0	\$0	\$77,801	0.00%	\$0
03 - ATTORNEY GENERAL'S OFFICE	\$16,585	\$6,292,314	0.26%	\$-4,015	\$35,380	\$6,471,841	0.55%	\$18,795	\$52,161	\$6,581,785	0.79%	\$16,781
04 - SECRETARY OF STATE'S OFFICE	\$5,525	\$1,674,793	0.33%	\$1,977	\$98,049	\$1,825,564	5.37%	\$92,525	\$219	\$1,566,401	0.01%	\$-97,830
05 - TREASURER'S OFFICE	\$362	\$585,477	0.06%	\$-946	\$1,399	\$663,222	0.21%	\$1,037	\$2,686	\$648,749	0.41%	\$1,287
06 - CONTROLLER'S OFFICE	\$7,116	\$663,171	1.07%	\$-385	\$3,371	\$656,324	0.51%	\$-3,745	\$20,460	\$647,366	3.16%	\$17,089
08 - DEPARTMENT OF ADMINISTRATION	\$164,227	\$7,882,615	2.08%	\$36,522	\$101,189	\$7,829,255	1.29%	\$-63,038	\$123,328	\$7,561,114	1.63%	\$22,139
09 - JUDICIAL BRANCH	\$2,506	\$6,862,635	0.04%	\$446	\$0	\$6,728,762	0.00%	\$-2,506	\$413	\$6,587,154	0.01%	\$413
10 - DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS	\$8,083	\$1,526,336	0.53%	\$2,988	\$9,512	\$1,561,253	0.61%	\$1,429	\$6,131	\$971,017	0.63%	\$-3,381
11 - DEPARTMENT OF INDIGENT DEFENSE SERVICES	\$0	\$0	0.00%	\$0	\$0	\$276,304	0.00%	\$0	\$0	\$395,113	0.00%	\$0
12 - GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	\$0	\$666,628	0.00%	\$0	\$0	\$677,229	0.00%	\$0	\$0	\$641,744	0.00%	\$0
13 - DEPARTMENT OF TAXATION	\$48,120	\$4,808,467	1.00%	\$12,623	\$43,151	\$4,618,528	0.93%	\$-4,969	\$17,633	\$4,438,385	0.40%	\$-25,519
15 - COMMISSION ON ETHICS	\$0	\$100,787	0.00%	\$0	\$0	\$114,165	0.00%	\$0	\$0	\$103,605	0.00%	\$0
16 - DEPARTMENT OF SENTENCING POLICY	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0	\$0	\$38,183	0.00%	\$0
22 - JUDICIAL DISCIPLINE COMMISSION	\$0	\$96,983	0.00%	\$0	\$0	\$93,703	0.00%	\$0	\$0	\$103,970	0.00%	\$0
23 - COMMISSION ON PEACE OFFICER STANDARDS & TRAINING	\$217	\$228,617	0.09%	\$217	\$53	\$245,641	0.02%	\$-164	\$0	\$195,651	0.00%	\$-53
24 - DEPARTMENT OF VETERANS SERVICES	\$175,802	\$2,786,174	6.31%	\$-56,700	\$262,337	\$2,876,904	9.12%	\$86,535	\$551,674	\$3,176,742	17.37%	\$289,337
27 - CANNABIS COMPLIANCE BOARD	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0	\$31,551	\$507,050	6.22%	\$31,551
30 - DEPARTMENT OF EDUCATION	\$78,691	\$2,553,559	3.08%	\$14,087	\$34,073	\$2,633,215	1.29%	\$-44,618	\$59,090	\$2,697,481	2.19%	\$25,017
31 - STATE PUBLIC CHARTER SCHOOL AUTHORITY	\$12,176	\$294,250	4.14%	\$10,651	\$6,745	\$308,606	2.19%	\$-5,431	\$10,576	\$350,134	3.02%	\$3,831
40 - DEPARTMENT OF HEALTH AND HUMAN SERVICES	\$2,926,799	\$71,510,141	4.09%	\$113,132	\$2,698,351	\$75,149,254	3.59%	\$-228,448	\$3,286,109	\$74,408,923	4.42%	\$587,758
43 - ADJUTANT GENERAL	\$63,467	\$1,311,973	4.84%	\$4,279	\$61,668	\$1,317,652	4.68%	\$-1,798	\$88,768	\$1,386,577	6.40%	\$27,100
44 - DEPARTMENT OF CORRECTIONS	\$2,843,345	\$36,435,392	7.80%	\$-2,929,053	\$3,830,383	\$38,908,235	9.84%	\$987,039	\$4,626,500	\$38,383,020	12.05%	\$796,117
50 - COMMISSION ON MINERAL RESOURCES	\$16,458	\$212,274	7.75%	\$-2,538	\$16,395	\$234,140	7.00%	\$-63	\$4,500	\$189,133	2.38%	\$-11,895
55 - DEPARTMENT OF AGRICULTURE	\$37,783	\$1,802,872	2.10%	\$17,893	\$27,711	\$1,969,780	1.41%	\$-10,072	\$33,799	\$1,876,945	1.80%	\$6,088
58 - PUBLIC UTILITIES COMMISSION	\$0	\$1,849,658	0.00%	\$0	\$0	\$1,904,515	0.00%	\$0	\$0	\$1,790,143	0.00%	\$0
61 - GAMING CONTROL BOARD	\$156,413	\$5,929,203	2.64%	\$-1,868	\$181,874	\$6,306,478	2.88%	\$25,461	\$75,256	\$5,813,257	1.29%	\$-106,618
65 - DEPARTMENT OF PUBLIC SAFETY	\$2,333,553	\$21,709,591	10.75%	\$107,387	\$2,391,228	\$22,267,181	10.74%	\$57,675	\$2,197,539	\$21,182,619	10.37%	\$-193,689
69 - COLORADO RIVER COMMISSION	\$445	\$697,940	0.06%	\$-374	\$1,845	\$710,076	0.26%	\$1,400	\$2,321	\$672,755	0.34%	\$476
70 - DEPARTMENT OF CONSERVATION & NATURAL RESOURCES	\$2,250,466	\$12,742,649	17.66%	\$351,754	\$1,287,411	\$12,121,779	10.62%	\$-963,055	\$1,517,366	\$12,120,316	12.52%	\$229,955
72 - DEPARTMENT OF WILDLIFE	\$72,956	\$3,659,052	1.99%	\$18,763	\$106,835	\$3,860,012	2.77%	\$33,879	\$80,290	\$3,454,790	2.32%	\$-26,545
74 - DEPARTMENT OF BUSINESS AND INDUSTRY	\$68,571	\$8,580,789	0.80%	\$14,504	\$34,705	\$8,654,291	0.40%	\$-33,866	\$128,058	\$8,335,304	1.54%	\$93,353
80 - DEPARTMENT OF TRANSPORTATION	\$1,339,236	\$26,214,471	5.11%	\$-53,160	\$1,316,619	\$27,510,065	4.79%	\$-22,618	\$727,648	\$26,217,613	2.78%	\$-588,970
81 - DEPARTMENT OF MOTOR VEHICLES	\$195,222	\$12,837,086	1.52%	\$61,958	\$254,301	\$13,543,551	1.88%	\$59,079	\$80,187	\$12,801,099	0.63%	\$-174,113
90 - DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB	\$191,008	\$10,936,485	1.75%	\$7,163	\$154,357	\$11,206,461	1.38%	\$-36,651	\$1,398,101	\$12,692,472	11.02%	\$1,243,744
95 - EMPLOYEES' BENEFITS DIVISION	\$0	\$439,202	0.00%	\$0	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	\$0
95 - PUBLIC EMPLOYEES BENEFITS PROGRAM	\$0	\$0	0.00%	\$0	\$0	\$415,866	0.00%	\$0	\$0	\$377,649	0.00%	\$0
96 - SILVER STATE HEALTH INSURANCE EXCHANGE	\$0	\$221,069	0.00%	\$0	\$0	\$224,444	0.00%	\$0	\$1,806	\$310,695	0.58%	\$1,806
Total	\$13,050,997	255,731,994.70	5.10%	\$-2,237,131	\$12,972,980	265,694,759.06	4.88%	\$-78,017	\$15,229,579	261,333,081.97	5.83%	\$2,256,600

Overtime Analysis by Event Date  
Overtime Analysis Settings  
Agency: ALL  
FY2021 Q1

DEPT OF HEALTH AND HUMAN SERV

Row Labels	Sum of Dollars12
COVID-19	\$ 1,287,291.83
COVER-24 HR	\$ 508,523.95
COVER-VACANT	\$ 413,836.86
COVER-HOL/WK	\$ 230,417.37
WORKLOAD	\$ 202,408.18
BUDGET PREP	\$ 159,851.27
COVER-SICK	\$ 90,500.58
PROGRAM DEAD	\$ 74,543.26
AGNCY DEFINE	\$ 63,228.21
CLIENT SVCS	\$ 45,202.15
COVER-AL/MIL	\$ 42,112.81
EMERGENCIES	\$ 35,834.14
ACCT/FISCAL	\$ 24,885.31
INVESTIGATE	\$ 22,727.77
TRAINING	\$ 17,075.26
TRAVEL	\$ 16,661.87
SITE REPAIR	\$ 10,762.42
COVER-INJURY	\$ 6,841.04
MEETINGS	\$ 6,042.15
SPECIAL EVNT	\$ 5,645.89
BACKLOG REDU	\$ 3,490.02
ACCIDENTS	\$ 3,412.33
COVER-TRAIN	\$ 2,872.78
STAFF MEET	\$ 2,548.13
OFFICE SPprt	\$ 2,176.93
PERSONNEL	\$ 2,046.25
CLIENT MEET	\$ 1,405.76
TRAIN-PERSON	\$ 1,361.37
ADMIN SUPprt	\$ 993.74
COURT	\$ 611.30
UNDEFINED	\$ 482.40
ADMIN	\$ 316.33
WORKSHOPS	\$ -
(blank)	
Grand Total	\$ 3,286,109.46

1 COVID-19	1,287,291.83
2 COVER-24 HR	508,523.95
3 COVER-VACANT	413,836.86
4 COVER-HOL/WK	230,417.37
	2,440,070.01
	74.3%

Row Labels	Sum of Dollars5
406	\$ 980,006.69
HR-SO NEV ADULT MENTAL HEALTH	\$ 357,797.66
HR-FAC FOR MENTAL OFFENDER	\$ 307,124.38
HR-OFF OF STATE HEALTH ADMIN	\$ 116,580.74
HR-NMV ADULT MENTAL HEALTH SVC	\$ 97,016.13
HR-HHS HD BIOSTATS & EPIDMILG	\$ 35,427.52
HR-HEALTH CARE FACILITY REG	\$ 19,278.29
HR-HEALTH ALERT NETWORK	\$ 9,713.76
HR-CHRONIC DISEASE	\$ 9,018.36
HR-WIC FOOD SUPPLEMENT	\$ 8,962.80
HR-COMMUNITY HEALTH SERVICES	\$ 6,505.74
HR-BEHAVIORAL HEALTH PREV & TR	\$ 3,255.76
HR-IMMUNIZATION PROGRAM	\$ 2,319.96
HR-BEHAVIORIAL HEALTH ADMINSTR	\$ 1,839.15
HR-EMERGENCY MEDICAL SERVICES	\$ 1,327.78
HR-MATERNAL CHILD HEALTH SRVC	\$ 1,138.20
HR-CHILD CARE SERVICES	\$ 875.52
HR-HHS DPBH RURAL CLINICS	\$ 801.76
HR-ENVIRONMENTAL HEALTH SRVCS	\$ 501.12
HR-HEALTH STATISTICS&PLANNING	\$ 378.45
HR-RADIATION CONTROL PROGRAM	\$ 143.61
HR-CANCER CONTROL REGISTRY	\$ -
HR-BEHAVIORIAL HLTH INFO SYSTM	\$ -
HR- MARIJUANA HEALTH REGISTRY	\$ -
HR- MED MARIJUANA ESTABLISHMEN	\$ -
HR-EARLY INTERVENTION SVCS	\$ -
HR-OFFICE OF MINORITY HEALTH	\$ -
(blank)	\$ -
HR-COMMUNICABLE DISEASES	\$ -
409	\$ 812,070.44
HR-NEVADA YOUTH TRAINING CTR	\$ 226,589.23
HR-SO NEV CHILD & ADLSCNT SVCS	\$ 155,933.69
HR-SUMMIT VIEW YOUTH CENTER	\$ 142,283.60
HR-CALIENTE YOUTH CENTER	\$ 86,856.15
HR-RURAL CHILD WELFARE	\$ 72,916.14
HR-CHILDREN/YOUTH/FAMILY ADMIN	\$ 59,434.46
HR-NO NEV CHILD & ADLSCNT SVCS	\$ 49,390.74
HR-YOUTH PAROLE SERVICES	\$ 16,851.38
HR-INFORMATION SERVICES	\$ 1,389.16
HR-COMMUNITY JUV JUSTICE PRG	\$ 425.89
(blank)	\$ -
HR-VICTIMS OF CRIME	\$ -
HR-CHILD CARE SERVICES	\$ -
402	\$ 367,214.11
HR-DESERT REGIONAL CENTER	\$ 345,158.43
HR-AGING FEDERAL PROG & ADMIN	\$ 15,708.42
HR-SIERRA REGIONAL CENTER	\$ 3,022.32
HR-COMMUNITY BASED SERVICES	\$ 2,952.95
HR-COMMUNICATION ACCESS SRVCS	\$ 231.03
HR-EARLY INTERVENTION SVCS	\$ 140.96
HR-HOME&COMMUNITY BASED PROG	\$ -
HR-TOBACCO SETTLEMENT PROGRAM	\$ -
HR-SR CITIZEN PROP TAX ASSIST	\$ -
HR-RURAL REGIONAL CENTER	\$ -
HR-HR HOMEMAKER	\$ -
HR-SENIOR RX AND DISABILITY RX	\$ -
(blank)	\$ -
HR-AUTISM TREATMENT PROGRAM	\$ -
407	\$ 1,071,161.39
HR-WELFARE FIELD SERVICES	\$ 873,169.27
HR-WELFARE ADMINISTRATION	\$ 190,862.83
HR-ENERGY ASSISTANCE - WELFARE	\$ 7,129.29
HR-CHILD CARE ASSIST & DEVEL	\$ -
(blank)	\$ -
HR-CHILD SPprt ENFORCEMNT PROG	\$ -
403	\$ 52,932.63
HR-HEALTH CARE FIN & POLICY	\$ 52,932.63
(blank)	\$ -
HR-NEVADA MEDICAID	\$ -
HR-NEVADA CHECK-UP PROGRAM	\$ -
400	\$ 2,724.20
HR-ADMINISTRATION	\$ 2,724.20
HR-DISABILITY SERVICES	\$ -
HR-INDIAN COMMISSION	\$ -
HR-IDEA PART C COMPLIANCE	\$ -
HR-PUBLIC DEFENDER	\$ -
HR-DEVELOPMENTAL DISABILITIES	\$ -
HR- HEALTHY NV FUND ADMIN	\$ -
HR-GRANTS MANAGEMENT UNIT	\$ -
(blank)	\$ -
HR-CONSUMER HEALTH ASSISTANCE	\$ -
Grand Total	\$ 3,286,109.46

440 DEPARTMENT OF CORRECTIONS

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Agency:

440 DEPARTMENT OF CORRECTIONS

32 COVID-19	0:00:00	\$0.00	14:30:00	\$	548.14	14:30	\$	548.14
33 COVID-19	856:24:00	\$23,201.84	38235:41	\$	1,692,050.50	39092:05	\$	1,715,252.34

Highest 4 Causes of Overtime by Event Code										
1	32/33	COVID-19	856:24:00	\$	23,201.84	38250:11	\$	1,692,598.64	39106:35	\$ 1,715,800.48
2	11	COVER-AL/MIL	878:18:00	\$	24,939.81	27464:07	\$	1,206,700.30	28342:25	\$ 1,231,640.11
3	63	HOSPITAL COVERAG	27:28:00	\$	793.88	11982:27	\$	479,522.84	12009:55	\$ 480,316.72
4	13	FIRE TIME	3903:47:00	\$	107,269.63	11758:56	\$	323,450.18	15662:43	\$ 430,719.81
									\$	3,858,477.12
										83.4%