

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:** May 11, 2021, 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/watch?v=wWOxsToUAjE>

**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 April 13, 2021 Meeting 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 Administration, Fleet Services Division	4	\$110,822
Department of Corrections	1	\$18,500
<b>Total</b>	<b>1</b>	<b>\$129,322</b>

#### 5. **Authorization to Contract with a Current and/or Former State Employee** (For possible action)

##### **A. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee John Butler to perform uniformed security guard duties for various agencies through Master Service Agreement #19049 with Universal Protection Service LLP, dba Allied Universal Security.

##### **B. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Paul Burke to perform search and rescue coordination services for the Department of Public Safety, Division of Emergency Management and Homeland Security through Master Service Agreement #23927 with Marathon Staffing Group, Inc.

##### **C. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Jeffrey Frischmann to perform administrative duties for the Department of Employment, Training and Rehabilitation through Master Service Agreement #18404 between Department of Administration, Purchasing Division and HAT Limited Partnership, dba Manpower.

#### **D. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Bret Sandborn to perform uniformed security guard duties for various agencies through Master Service Agreement #19049 with Universal Protection Service LLP, dba Allied Universal Security.

### **6. Request for Exemption from the Furlough Process** (For possible action)

#### **A. Cannabis Compliance Board**

Pursuant to Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> Special Legislative Session, the Cannabis Compliance Board (CCB) requests a 4.6% pay reduction in place of participating in the furlough process from January 1, 2021 to June 31, 2021 for all CCB Board members.

#### **B. Department of Taxation**

Pursuant to Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> Special Legislative Session, the Department requests a 4.6% pay reduction in place of participating in the furlough process from January 1, 2021 to June 31, 2021 for all Nevada Tax Commission members.

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

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

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

### **10. Collective Bargaining** (For possible action)

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resources Management acting on behalf of the Executive Department of the State of Nevada requests approval of the new Collective Bargaining Agreement with the Nevada State Law Enforcement Officers' Association for Bargaining Unit H, comprised of Category II peace officers.

### **11. Information Item – Clerk of the Board Contracts**

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Attached is a list of all applicable approvals for contracts and amendments approved from March 23, 2021 through April 19, 2021.

## 12. Information Item Report

### Department of Motor Vehicles – Complete Streets

Pursuant to NRS 482.1825, subsection 2, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents and that the money has been distributed as provided in statute. This is the 3rd quarter of State Fiscal Year 2021 report for the period beginning January 1, 2021 and ending March 31, 2021.

## 13. 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.)

## 14. Adjournment (For possible action)

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



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>

### MEETING MINUTES

**Date and Time:** April 13, 2021, 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.

#### **MEMBERS PRESENT:**

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

#### **STAFF PRESENT:**

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

#### **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, April 13, 2021 to order. If I could ask the Clerk to take the roll.

**Board Secretary:** Governor Sisolak.

**Governor:** Here.

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

**Secretary of State:** Here.

**Board Secretary:** Attorney General Ford.

**Attorney General:** Here.

**Board Secretary:** Let the record reflect we 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:** Item number 2, *Public Comment*. This is the first time set aside for public comment. Anyone wishing to address the Board on any items on the agenda, please come forward, identify yourself for the record and comments will be limited to three minutes. Do we have anyone for Carson City for public comment? Do we have anyone for Las Vegas for public comments? Do we have any written public comments?

**Clerk of the Board:** We do not.

**Governor:** I will close the public comments.

- 3. Approval of the March 9, 2021 Minutes** (For possible action)

**Governor:** Moving on to item number 3, *Approval of the March 9th, 2021 Minutes*. Do I have a motion on the minutes?

**Secretary of State:** Move for approval.

**Governor:** We have a motion for approval from Secretary Cegavske. Do we have any discussion? Hearing and seeing none. All in favor signify by saying aye. Are any opposed? The motion passes.

- 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:
Colorado River Commission	1	\$35,210
Department of Corrections	1	\$5,431
<b>Total</b>	<b>1</b>	<b>\$40,641</b>

**Governor:** Item number 4, *State Vehicle Purchases*.

**Clerk of the Board:** There are two requests for vehicles in this agenda item. The first request is from the Colorado River Commission to purchase one replacement vehicle for \$35,210. The vehicle that is being replaced meets the age requirements in State Administrative Manual and the agency was legislatively approved to replace this vehicle.

The second request is from the Department of Corrections to purchase one replacement vehicle for \$5,431. The agency is proposing the purchase of a used vehicle. The vehicle that is being replaced meets the age and mileage requirements in the State Administrative Manual and the department is proposing to use insurance recoveries plus the salvage amount to fund this purchase. Are there any questions on these items?

**Governor:** Do we have any questions on the vehicle purchases?

**Secretary of State:** Not here. I move for approval.

**Governor:** We have a motion for approval. Is there any discussion on the motion? Hearing and seeing none. All in favor signify by saying aye. Are any opposed? The motion passes unanimously.

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

**A. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Todd Hartline to be the Law Enforcement Liaison for northern Nevada Department of Public Safety. This contract is through Master Service Agreement #18405 Marathon Staffing Group, Inc.

**B. Department of Administration – Purchasing Division**

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Penelope A. C. Hampton to perform revenue projection oversight and training on a part-time basis to the Department of Taxation through Master Service Agreement #18404 with HAT Limited Partnership, dba Manpower.

**Governor:** Item number 6, *Authorization to Contract with a Current and/or Former State Employee*.

**Clerk of the Board:** Item 5 includes two requests to contract with former employees pursuant to NRS 333.705, subsection 1. The first request is from the Department of Administration, Purchasing Division to contract with a former employee to function as the law enforcement liaison for the Department of Public Safety, Office of Traffic Safety in northern Nevada. This individual will be employed by Marathon Staffing Group.

The second request is from the Department of Administration, Purchasing Division to contract with a former employee to perform revenue projection oversight and training on a part-time basis for the Department of Taxation. This individual will be employed through Manpower. Are there any questions on these items?

**Governor:** Do we have any questions on the former employee contracts?

**Secretary of State:** None. Move for approval.

**Governor:** We have a motion for approval. Is there any discussion on that motion? Hearing and seeing none. All in favor signify by saying aye. The motion passes.

**6. Request for Approval of Payment from 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 \$1,381,740.30 from the Statutory Contingency Account, to Frederick Steese, representing compensation for his wrongful conviction.

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

**Clerk of the Board:** Item number 6 is a 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 are wrongfully convicted. The legislation requires the court to enter Certification of Innocence and determine the proper amount of the award. A Certificate of Innocence and a Stipulation of Relief were granted to Mr. Frederick Steese by the 8th Judicial District Court pursuant to NRS 41.950. The amount of the award is \$1,381,740.30. The current balance in the statutory contingency account is \$1,428,883. If this item is approved, the remaining amount would be \$47,143. A bill draft request has been submitted to the 2021 Legislature to replenish this account. Are there any questions on this item?

**Governor:** Do we have any questions? Go ahead, Secretary Cegavske.

**Secretary of State:** Thank you. Again, I still have the same concerns about this, that we don't have the money and I don't know what the bill is or the bill number and how much is being asked but we are in pretty dire straits so, I'm just a little concerned about where we're getting the money and how we're paying this out.

I know we will most likely approve this one but I'm just talking about it in the future, I'm concerned about where we're going and I know there was a list of 11 that had to be compensated so, I'm just curious about that. Then, if there could be any back compensations for anybody that was wrongfully accused in the past. Thank you.

**Governor:** Secretary, those are good points. Do we know what is the bill asking for? How much did we replenish the account?

**Clerk of the Board:** The current request that was submitted to the Legislature is \$12.8 million and that includes the projections of what we know of as far as wrongfully convicted. That bill draft has been submitted but has not been introduced in the Legislature. We do expect to be working with the Legislative Counsel Bureau, Legal Division on that in the very near future as the supplemental or one-shot appropriations and fund replenishments will be heard sometime in May.

**Governor:** The \$12.8 million would cover what Secretary Cegavske is speaking of, the ten or eleven that are outstanding.

**Clerk of the Board:** The projection includes all of those individuals. Then, there are additional costs that are paid out of this account and it includes projections for those additional costs that we pay from this account.

**Governor:** I know it doesn't satisfy your questions Secretary Cegavske but does that information help?

**Secretary of State:** I'm grateful for that and again, thank your staff for all their hard work and always answering our questions but I just don't see that the \$12.8 million is going to be enough for those because we don't know yet what the court is going to award, in my opinion. So, just a concern. I keep raising the issue to make sure that we keep looking at it but thank you.

**Governor:** Thank you.

**Clerk of the Board:** I would just offer, Secretary, that in the interim, if this account were to be depleted, we do have the ability also to go to the Interim Finance Committee (IFC) contingency fund for replenishment. So, if there are costs that we're not aware of, we do put funds in the IFC contingency account that would be accessible as well.

**Secretary of State:** I don't know how much is in there either and it just concerns me that the state of the State right now is not healthy. So, that's why I'm just even more concerned but thank you, Susan.

**Governor:** Thank you very much, Secretary Cegavske and Director Brown.

Do we have a motion on this item?

**Attorney General:** I move for approval, Mr. Governor.

**Governor:** We have a motion for approval. Is there any discussion on the motion? Hearing and seeing none, all in favor signify by saying aye. Are any opposed? The motion passes.

## **7. Request for Designations of Bad Debts** (For possible action)

Pursuant to NRS 232.605, subsection 2, the Advisory Council to the Division of Industrial Relations requests that the Board of Examiners designate the following debts as bad debts, as they have been determined to be uncollectible:

Occupational Safety and Health Administration Fines/Penalties	\$170,985.81
Uninsured Employer Claim Account	\$567,168.26
Worker's Compensation Administrative Fines and Premium Penalties	\$190,548.40
<b>Business and Industry, Division of Industrial Relations - Total</b>	<b>\$928,702.47</b>

**Governor:** Item number 7, *Request for Designations of Bad Debts*.

**Clerk of the Board:** Most agencies turn their uncollectible debt over to the State Controller who has the authority to request the Board of Examiners write off bad debt that has become impossible or impractical to collect. Bad debt under the purview of the State Controller cannot be removed from the State's books unless the Board of Examiners designates the bad debt as uncollectible.

Under Nevada Revised Statute (NRS) 232.605, the Advisory Council to the Division of Industrial Relations is required to report the debt determined to be impossible or impractical to collect to the Board of Examiners for the designation of bad debt. Upon such designation, the Clerk shall notify the State Controller to remove the debt from the State's books.

This item includes one request to designate debts as a bad debt under the provision of NRS 232.605. This request is from the Department of Business and Industry, Division of Industrial Relations to designate \$928,702.47 as bad debt for the purpose of removing the debt from the State's books. Are there questions on this item?

**Governor:** Do we have any questions on Item 7 for the removal of bad debts? Do I have a motion?

**Attorney General:** I move approval.

**Governor:** We have a motion for approval. Is there any discussion on the motion? Seeing none. All in favor signify by saying aye. The motion passes.

**8. Request for Exemption from the Furlough Process – Nevada Gaming Control Board** (For possible action)

Pursuant to Section 131.4 of Assembly Bill 3 of the 31<sup>st</sup> Special Legislative Session, the department requests a 4.6% pay reduction in place of participating in the furlough process from January 1, 2021 to June 31, 2021 for all Gaming Control Board Commission members.

**Governor:** Item number 8, *Request for Exemption from the Furlough Process – Nevada Gaming Control Board*.

**Clerk of the Board:** There is one request for exemption from furloughs from the Gaming Control Board, for commission members only, pursuant to Assembly Bill 3, section 131. Employees are required to take furlough or request an exemption which results in a 4.6 percent pay reduction. This request, if approved, would reduce the pay of these commission members for the period of January 1, 2021 to June 30, 2021 by 4.6 percent. I would just note that, per statute, these members are required to devote such time to the business of the commission as may be necessary to the discharge of their duties. These are not employees who have regularly scheduled hours that we could just prorate and do the furlough for. Are there any additional questions on this item?

**Governor:** Do we have any questions on this item for the exemption for the furlough process for Gaming Control Board?

**Attorney General:** None here. Move for approval.

**Governor:** Thank you. Now, this is just for the commission, not for the board.

**Clerk of the Board:** This is just for the five commission members. It is not for the staff of the Gaming Control Board.

**Governor:** Correct, thank you. We have a motion for approval. Is there any further discussion on that motion? Hearing and seeing none. All in favor signify by saying aye. Are any opposed? The motion passes.

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

**Governor:** Item 9, *Approval of Proposed Leases*.

**Clerk of the Board:** There are seven leases in Agenda Item 9 today. Lease number 2 with the Department of Health and Human Services, Division of Public and Behavioral Health and JS Park Sahara has been withdrawn by the agency. So, there are six leases for approval. Are there any questions on any of these items?

**Governor:** Do we have questions on any of the leases?

**Attorney General:** None here. I move for approval.

**Governor:** We have a motion for approval. Is there any discussion on the motion? Hearing and seeing none. All in favor signify by saying aye. Are any opposed? The motion passes.

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

**Governor:** Item 10, *Approval of Proposed Contracts*.

**Clerk of the Board:** There are 36 contracts in Agenda Item 10 for approval by the Board this morning. Are there any additional questions on these items?

**Governor:** No. I want to thank you for my briefing where you went over all these and we had the discussion. Do we have any questions on any of these proposed contracts? Do I have a motion?

**Attorney General:** I move for approval.

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor signify by saying aye. The motion passes.

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

**Governor:** Item number 11, *Approval of Proposed Master Service Agreements*.

**Clerk of the Board:** There are 13 master service agreements under Agenda Item 11 for approval today. Are there any questions on these items?

**Governor:** Do we have any questions on any of the master service agreements?

**Attorney General:** None. Move for approval.

**Governor:** We have a motion for approval. Is there any discussion? Hearing and seeing none. All in favor signify by saying aye. Are any opposed? The motion passes.

#### **12. 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 February 13, 2021 through March 22, 2021.

**Governor:** Item 12, *Information Item – Clerk of the Board Contracts*.

**Clerk of the Board:** There are 41 contracts under the \$50,000 threshold that were approved by the Clerk between February 13, 2021 and March 22, 2021. Are there any questions on these items?

**Governor:** Do we have any questions in any of the Clerk approved contracts?

**Attorney General:** None here.

**Governor:** Hearing and seeing none.

#### **13. Information Item Reports**



**A. Governor's Finance Office – Stale Claims Account, Emergency Account, Statutory Contingency Account and General Fund Balance**

Pursuant to NRS Chapter 353, the Governor's Finance Office, Budget Division presents a reconciled fund balance report for the TORT Claim Fund, Statutory Contingency Account, Stale Claims Account, Emergency Account, Disaster Relief Account, IFC Unrestricted Contingency Funds and IFC Restricted Contingency Funds as of March 11, 2021.

TORT Claim Fund	\$ 4,838,198.82
Statutory Contingency Account	\$ 1,679,614.44
Stale Claims Account	\$ 350,531.20
Emergency Account	\$ 114,972.00
Disaster Relief Account	\$ 12,652,301.35
IFC Unrestricted Contingency Fund General Fund	\$ 7,526,654.77
IFC Unrestricted Contingency Highway Fund	\$ 1,638,068.35
IFC Restricted Contingency Fund General Fund	\$ 10,457,242.94
IFC Restricted Contingency Highway Fund	\$ 2,287,561.00

**B. Department of Motor Vehicles – Complete Streets**

Pursuant to NRS 482.1825, subsection 2, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This is the first quarter of State Fiscal Year 2021 report for the period beginning July 1, 2020 and ending September 30, 2020.

**Governor:** We will move on to Item 13, *Information Item Reports*.

**Clerk of the Board:** There are two informational reports under Item 13. The first is an informational report on the available balances in the various contingency accounts managed by the Board of Examiners or the Interim Finance Committee as of March 11, 2021. These accounts will cover various contingencies through the remaining portion of this biennium, which is through June 30, 2021. I would be happy to answer any questions the Board may have on this.

**Governor:** Do we have any questions on the emergency accounts and contingency accounts?

**Attorney General:** None here.

**Governor:** We will move on to Complete Streets. That's always my favorite.

**Clerk of the Board:** This item is the report from the Department of Motor Vehicles on the voluntary contributions collected by counties pursuant to NRS 482.480, known as the Complete Streets program, for the period of July 1, 2020 through September 30, 2020. During the first quarter of fiscal year 2021, the Department collected \$116,562.93 compared to \$89,353 in the same period in fiscal year 2020. Of the amount collected, approximately 75.9 percent was from Clark County, just under 18 percent from Washoe County, 3.12 percent from Carson City and just under 3 percent from Douglas County. After deducting 1 percent to administer the collection and distribution of contributions, the Department distributed \$115,397.30 for this quarter. Approximately 13 percent of those registering a vehicle during the quarter contributed to the Complete Streets program during this period. Are there any questions on this item?

**Governor:** Do we have any questions on the Complete Streets program? Hearing and seeing none.

- 14. 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 14, *Public Comment*. This is the second time set aside for public comment. Anyone wishing to address the Board on any item, please come forward, identify yourself for the record and comments will be limited to three minutes. Do we have anyone for Carson City that would like to speak? Do we have anyone for Las Vegas? None. Do we have any submitted written comments?

**Clerk of the Board:** We have no written comments.

**Governor:** I'll close public comment.

- 15. Adjournment** (For possible action)

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

**Attorney General:** So, moved.

**Governor:** Any further comments from the Board Members? We are adjourned. Thank you, everybody.

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: April 13, 2021  
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 ADMINISTRATION – FLEET SERVICES**


Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Administration Services – Fleet Services Division requests approval to purchase 4 new fleet vehicles for a total amount not to exceed \$110,821.88 during Fiscal Year 2021.

Additional Information:

Funding for new fleet vehicles was provided by Assembly Bill 503 of the 2019 legislative session. This request reflects the authorization to purchase 4 new intermediate hybrid sedans. During the 2019 Legislative Session Fleet Services was approved to purchase 175 new vehicles based on requests from the using agencies, including upgrades.

Statutory Authority:  
NRS 334.010

REVIEWED: 
ACTION ITEM: _____

Assembly Bill No. 503—Committee on Ways and Means

CHAPTER.....

AN ACT making an appropriation to the Fleet Services Division of the Department of Administration for the purchase of new vehicles; and providing other matters properly relating thereto.

EXPLANATION -- Matter in ~~added text~~ is new; matter between brackets ~~deleted material~~ is material to be omitted.

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

**Section 1.** There is hereby appropriated from the State General Fund to the Fleet Services Division of the Department of Administration the sum of \$5,567,759 for the purchase of new vehicles.

**Sec. 2.** Any remaining balance of the appropriation made by section 1 of this act must not be committed for expenditure after June 30, 2021, by the entity to which the appropriation was made or any entity to which money from the appropriation was granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 17, 2021, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 17, 2021.

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



**Steve Sisolak**  
*Governor*



**Laura Freed**  
*Director*

**Colleen Murphy**  
*Deputy Director*

**Robbie Burgess**  
*Administrator*

**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
FLEET SERVICES DIVISION**

750 E King St | Carson City, Nevada 89701  
Phone: (775) 684-1880 | [www.fleetservices.nv.gov](http://www.fleetservices.nv.gov) | Fax: (775) 684-1888

Date: March 31, 2021

To: Paula Aiazzi  
Budget Analyst

From: Robbie Burgess  
Administrator

A handwritten signature in black ink, appearing to be "RB", enclosed in a circular scribble.


Subject: May BOE Agenda Item Request

Please put the attached Board of Examiners (BOE) vehicle request on the May BOE agenda. This request is to purchase additional vehicles approved in the FY21 budget.

Attachments:

- BOE vehicle purchase form
- Requested vehicle list
- Quotes

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

<b>Agency Name:</b> Administration/Fleet Services	<b>Budget Account #:</b> 1356
<b>Contact Name:</b> Robbie Burgess	<b>Telephone Number:</b> 775 684-1883
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
<b>Number of vehicles requested:</b> <u>4</u> <b>Amount of the request:</b> <u>110,821.88</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> Intermediate Sedan Hybrid <b>Mission of the requested vehicle(s):</b> Provide transportation for State employees	
<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> E888 <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 checked="" type="checkbox"/> <u>4</u> Addition(s) <input type="checkbox"/> 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> 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: _____ Odometer Reading: _____ Type of Vehicle: _____  Vehicle #2 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____  <i>Please attach an additional sheet if necessary</i>	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  _____  <b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b> _____
<b>APPOINTING AUTHORITY APPROVAL:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;">             _____            Agency Appointing Authority         </div> <div style="width: 30%; text-align: center;">           Administrator            _____            Title         </div> <div style="width: 30%; text-align: right;">           3/31/21            _____            Date         </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;">           _____            Board of Examiners         </div> <div style="width: 40%; text-align: center;">           _____            Date         </div> </div>	

### **Vehicle Order Information Form**

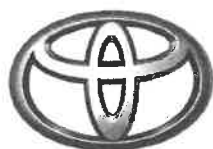
Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

<b>Vehicle Item No., Make, Model &amp; No.:</b>	2021 TOYOTA CAMRY-LE HYBRID SEDAN		
<b>Dealer Name:</b>	CARSON CITY TOYOTA CAMPAGNI AUTO GROUP		
<b>Delivery Location:</b>	7060 LA CIENEGA ST, LAS VEGAS NV 89119		
<b>Vehicle Colors:</b> UNK	Exterior: UNK	Interior: UNK	Cloth  Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	4	\$27,276.22	\$109,104.88
SPECIFY OPTIONS: (description)			\$
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)	4	\$400.00	\$1600.00
Total purchase price with options			\$
DMV Title and DRS Fee's	4	\$29.25	\$117.00
<b>GRAND TOTAL:</b>			<b>\$110,821.88</b>

<b>Registered Owner:</b>	Agency Name & Address: FLEET SERVICES DIVISON 750 E. KING ST CARSON CITY, NV 89701
<b>Legal Owner:</b>	Agency Name & Address: FLEET SERVICES DIVISON 750 E. KING ST CARSON CITY, NV 89701
<b>County Vehicle Based In:</b>	CLARK
<b>Name &amp; Phone of Person to contact when vehicle is ready for delivery:</b>	ROBBIE BURGESS 775-684-1883





# CARSON CITY TOYOTA

## CAMPAGNI AUTO GROUP

2590 S. CARSON ST. CARSON CITY, NV 89701 CARSONCITYTOYOTA.COM 775-882-8211

---

March 16<sup>th</sup>, 2021

Please accept this quote for  
One 2021 Toyota Camry LE sedan  
Gas/Electric Hybrid  
Model 2559  
Color White

Price	\$27,276.22
State Title Fee	\$ 29.25
Total	\$27,305.47
Transportation to Las Vegas	\$ 400.00
	\$ 27,705.47

\*Price will be less any May Rebates Incentives

\* Delivered to Las Vegas,

Thank you for your business,

  
Dana Whaley



# TOYOTA

## Carson City Toyota

2590 South Carson Street  
Carson City NV 89701  
775-882-8211

## 2021 Camry-LE Hybrid

Camry-LE Hybrid 2.5L 4-Cylinder ECVT

**Model:** 2559A

**Engine:** 2.5L-4-Cyl. Gas/Electric Hybrid Engine

**Transmission:** Electronically-controlled Continuously Variable Transmission (ECVT) with sequential shift mode



EXTERIOR

Super-White



INTERIOR

Ash-Fabric

### PRICE

Vehicle Base Model	\$27,270.00
Total Installed Packages & Accessories	\$259.00
Delivery Processing and Handling	\$995.00
<b>Total MSRP*</b>	<b>\$28,524.00</b>

### FUEL ECONOMY

	<b>52</b> MPG	<b>51</b> MPG	<b>53</b> MPG
COMBINED		CITY	HIGHWAY

### INSTALLED PACKAGES & ACCESSORIES

50-State Emissions	\$0.00
All-Weather-Floor Liner Package	\$259.00
All-Weather-Floor Liners, Cargo Tray.	
Total Optional Equipment	\$259.00
Vehicle Base Model	\$27,270.00
Delivery Processing and Handling	\$995.00

### FEATURES

#### Mechanical & Performance

##### Exterior

- LED-Daytime Running Lights (DRL) with on/off feature
- LED-combination taillights with black accents
- Color-keyed-power outside mirrors
- 16-in.-steel wheels with P205/65R16 tires
- High-Solar Energy-Absorbing (HSEA) glass
- Single-exhaust
- Shark-fin-antenna
- Overall-height, unloaded
- Track-(front/rear)
- Wheelbase

##### Interior

- Dual-zone automatic climate control with air filter, electric compressor and humidity sensor

- Bi-LED-combination headlights with auto on/off feature
- Dark-gray front grille
- Color-keyed-outside door handles with touch sensor lock/unlock feature
- Washer-linked-intermittent windshield wipers
- Acoustic-noise-reducing front windshield
- In-glass-AM/FM antenna
- Overall-length
- Overall-width
- Ground-clearance (in.)

- Integrated-backup camera with projected path
- Fabric-trimmed-front seats with passenger side seatback pocket;

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: April 16, 2021  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Bridgette Garrison, Executive Branch Budget Officer  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

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

**DEPARTMENT OF CORRECTIONS**


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 \$18,500.00.

Additional Information:

This request is to replace a current vehicle located at Warm Springs Correctional Center that complies with the Vehicle Replacement Policy of SAM 1316 that is unsafe for operation and cost to repair exceeds value. Section 2 of Assembly Bill 507 of the 2019 Legislative Session appropriated funds to the department in the amount of \$1,731,157 for the replacement of vehicles. The department plans on using the savings realized in the one-shot appropriations budget account 3714 to fund the replacement of one 1997 Jeep Cherokee with 107,355 miles to be replaced with a 2016 Toyota RAV 4 AWD with 77,688 miles in the amount not to exceed \$18,500.00 from Fallon Ford-Toyota.

Statutory Authority:  
NRS 334.010

REVIEWED: 
ACTION ITEM: _____

Steve Sisolak  
Governor

Charles Daniels  
Director

James Jones  
Deputy Director  
Support Services



Northern Administration  
5500 Snyder Ave.  
Carson City, NV 89701  
(775) 977-5500

Southern Administration  
3955 W. Russell Rd.  
Las Vegas, NV 89118  
(725) 216-6000

STATE OF NEVADA  
Department of Corrections

---

MEMORANDUM

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

From: Adrienne Monroe, Acting Chief of Fiscal Services  
On Behalf of James Jones, Acting Deputy Director of Support Services

Date: April 16, 2021

Subject: Vehicle Purchase Approval

Pursuant to NRS 334.101, the Department of Corrections is seeking approval from the Board of Examiners to purchase a used vehicle for an amount not to exceed \$18,500 in state fiscal year 2021. The vehicle will be used by the Warden at Warm Springs Correctional Center (WSCC) with savings realized in the One-Shot Appropriations budget account 3714 requested to fund this replacement.

The current vehicle assigned to the Warden is qualified for replacement per the Vehicle Replacement Policy SAM 1316 (1), "*State vehicles shall be at least 10 years old or have a minimum of 100,000 miles (for sedans)/125,000 miles (for SUVs, vans, and trucks) at the time of replacement.*" The vehicle is twenty-four years old with mileage at 107,335. Repair estimates are roughly \$3,000 to make it operational and safe. Fleet Services was considered. This option was deemed preferable for Warm Springs Correctional Center.

Current Vehicle Information

Vehicle #1 – 1997  
Odometer – 107,355  
Type of Vehicle – Jeep Cherokee

Requested Vehicle Information

Vehicle #1 – 2016  
Odometer – 77,688  
Type of Vehicle – Toyota RAV 4 AWD  
Cost Estimate - \$18,500

Thank you in advance for your consideration.

*Adrienne Monroe*

Adrienne Monroe, Acting Chief of Fiscal Services  
Nevada Department of Corrections

Attachments

Board of Examiners Request for Approval to Purchase a State Vehicle

Vehicle Order Information Form

Vehicle PDR and Turn-In Form

Three quotes: Fallon Ford-Toyota, Carson Dodge Chrysler Jeep and Champion Chevrolet

cc: Warden Kyle Olsen

Acting Deputy Director James Jones

Budget Analyst II Barbara Weisenthal

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

<b>Agency Name:</b> Department of Corrections	<b>Budget Account #:</b> 3714
<b>Contact Name:</b> Adrienne Monroe	<b>Telephone Number:</b> 775-977-5539
<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>\$18,500.00</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>Used</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Small SUV</p> <p><b>Mission of the requested vehicle(s):</b></p>	
<b>Were funds legislatively approved for the request?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b>  <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"/> 1 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>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b>            Vehicle #1 Model Year: 1997            Odometer Reading: 107,335            Type of Vehicle: Jeep Cherokee</p> <p>Vehicle #2 Model Year:            Odometer Reading:            Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>_____</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>_____</p>
<b>APPOINTING AUTHORITY APPROVAL:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <i>Adrienne Monroe</i>            _____            Agency Appointing Authority         </div> <div style="text-align: center;"> <i>ASO III</i>            _____            Title         </div> <div style="text-align: center;"> <i>4/16/2021</i>            _____            Date         </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b>  <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">           _____            Board of Examiners         </div> <div style="text-align: center;">           _____            Date         </div> </div>	



FALLON FORD TOYOTA  
1351 W. Williams Ave  
Fallon, NV 89406  
(775) 423-2171

CUSTOMER:

DATE:

<b>SALE PRICE</b>	<b>\$18,470.75</b>	PLUS FEES	
MANUFACTURER REBATES	\$0.00		
PROTECTION	\$0.00		
SALES TAX	\$0.00	TAX RATE:	0.000%
DOC FEE	\$0.00		
TITLE FEE	\$29.25		

TRADE ALLOWANCE	\$0.00
TRADE TAX ALLOWANCE	\$0.00
TOTAL TRADE ALLOWANCE	\$0.00

TRADE PAY-OFF	\$0.00
---------------	--------

CASH DOWN PAYMENT	\$0.00
TOTAL EQUITY	\$0.00

BALANCE DUE	<u><u>\$18,500.00</u></u>
-------------	---------------------------

ESTIMATED PAYMENT	MTHS. @	#NUM!	TO	#NUM!
	MTHS. @	#NUM!	TO	#NUM!

I accept the offer as presented. I understand the offer is  
subject to credit approval if financing the vehicle.

STOCK #

X

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: April 16, 2021  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Shauna Tilley, Executive Branch Budget Officer  
Governor's Finance Office *ST*  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee John Butler to perform uniformed security guard duties for various agencies through Master Service Agreement #19049 with Universal Protection Service LLP, dba Allied Universal Security.

Additional Information:

Mr. Butler retired from the Department of Public Safety as a Capitol Police Officer on October 31, 2020 and is receiving pension benefits. His training and experience is needed to perform security services at various locations and agencies as required.

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**

April 5, 2021

**MEMORANDUM**

**To:** Shauna Tilley

**From:** Annette Morfin, Purchasing Officer

**Subject:** CETS Contract 19049 - Allied Universal Security Services  
RFP 3455 - Uniformed Security Guards

Please find attached a copy of the "Authorization to Contract with a Former Employee for John Butler who Allied Universal Security Services wants to hire. Allied Universal Security Services is aware he would not be able to start with them until approval of the May BOE. John's start date with Allied Universal would be upon May BOE approval.

John has left state service and is within the two (2) year window. He will be receiving benefits from PERS.

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



**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>	John Butler			
<b>Former Employee ID Number:</b>	32556			
<b>Former Job Title:</b>	Police Officer			
<b>Former Employee Agency:</b>	DPS – Capitol Police			
<b>Former Class and Grade:</b>	<b>Class:</b>	classified	<b>Grade:</b>	39
<b>Former Employment Dates:</b>	<b>From:</b>	7-2000	<b>To:</b>	10-2020
<b>Contracting Agency:</b>	Various			

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>This contract provides uniformed security guards to various State agencies. The guards may be armed or un-armed depending on the agency’s needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.</p>
<b>B</b>	<p><b>Document former job description.</b></p> <p>POST Category 1 Officer</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, these are individual with law enforcement training.</p> <p>No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.</p>
<b>D</b>	<b>Explain why existing State employees within your agency cannot perform this function.</b>

	Capitol Police does not have the resources to perform this service for all agencies needing this type of service.
<b>E</b>	<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> No
<b>F</b>	<b>List contractors' hourly rate.</b> \$17.25
<b>G</b>	<b>List the range of comparable State employee rates.</b> \$29.22-\$43.75 per hour
<b>H</b>	<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> Not Applicable
<b>I</b>	<b>Document justification for hiring contractor.</b> There are a limited number of individuals available with the appropriate law enforcement experience
<b>J</b>	<b>Will the employee be collecting PERS at any time during the contract?</b> yes
<b>K</b>	<b>What is the duration of the contract with the former employee? (Include start and end date)</b> BOE approval – October 31, 2022
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b> Full time
<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:**

Kevin D. Osty  
Contracting Agency Head's Signature

4/6/21  
Date

Sharon Eddy  
Budget Analyst Signature

4-16-21  
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**

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: April 16, 2021

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

From: Shauna Tilley, Executive Branch Budget Officer  
Governor's Finance Office *ST*

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Paul Burke to perform search and rescue coordination services for the Department of Public Safety, Division of Emergency Management and Homeland Security through Master Service Agreement #23927 with Marathon Staffing Group, Inc.

Additional Information:

Mr. Burke retired from the Division of Emergency Management and Homeland Security as Communication Systems Manager on April 16, 2021 and is receiving pension benefits. His training and experience are needed for emergency response operations or projects to support state, local and tribal jurisdictions.

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**

April 6, 2021

**MEMORANDUM**

**To:** Shauna Tilley

**From:** Annette Morfin, Purchasing Officer

**Subject:** CETS Contract 23927 – Marathon Staffing Group Inc.  
RFP 99SWC-S1406 – Temporary Employment Services

Please find attached a copy of the "Authorization to Contract with a Former Employee" for Paul M. Burke who Marathon wants to hire. He is collecting PERS.

Marathon is aware they will not be able to hire Paul M. Burke until May BOE approval.

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

Steve Sisolak  
*Governor*



Nevada Department of  
**Public Safety**  
DEDICATION PRIDE SERVICE

George Togliatti  
*Director*

Sheri Brueggemann  
*Deputy Director*

David Fogerson  
*Chief*

**Division of Emergency Management  
Homeland Security**

2478 Fairview Drive  
Carson City, Nevada 89701  
Telephone (775) 687-0300 / Fax (775) 687-0322  
DEM Website – <http://dem.nv.gov>

## Memorandum

DATE: April 23, 2021

TO: Annette Morfin, Purchasing Officer, Dept of Administration, Purchasing Division

FROM: David Fogerson, Chief, Division of Emergency Management

David Wm. Fogerson  
Digitally signed by  
David Wm. Fogerson  
Date: 2021.04.23  
12:38:40 -0700

SUBJECT: Authorization to Contract with a Former Employee

---

Pursuant to NRS 333.705, subsection 1, the Department of Public Safety, Division of Emergency Management requests authority to contract with former employee Paul Burke to ensure the continuity of essential duties for the division. This contract is through Master Service Agreement #18405 Marathon Staffing Group Inc.

Mr. Burke retired from State service as of April 15, 2021, from his role as Communications System Manager as well as Search and Rescue Coordinator.

Mr. Burke is a Subject Matter Expert (SME) relative to Search and Rescue Operations and Human Performance while Lost and he has developed the Virtual Search Planning Process. He has managed in excess of 1,000 search and rescue operations across the US and is considered a leading expert in the field.

He is one of a select few in the State of Nevada Instructors for the National Incident Management Systems /FEMA All-Hazard Position Specific Course curriculums, and one of a few qualified and experienced Incident Command System Instructors in Nevada.

He is also a SME in the design, development, deployment, installation, and operations of Technology Systems for Emergency Operations Centers (EOC). He has also managed the State EOC and worked in multiple positions within it to allow it to function effectively. His knowledge and expertise will allow continuity of operations when other qualified personnel are not available due to time off or illness, and as the division works to fill the full-time vacancy.





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:	Paul M Burke			
Former Employee ID Number:	23696			
Former Job Title:	Communications System Manager			
Former Employee Agency:	Division of Emergency Management & Homeland Security			
Former Class and Grade:	Class:	06.959	Grade:	37
Former Employment Dates:	From:	01/07/2009	To:	04/16/2021
Requesting Agency:	Division of Emergency Management & Homeland Security			
Vendor:	<u>Marathon Staffing</u>			

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>Contractor is a Subject Matter Expert (SME) relative to Search and Rescue Operations and Human Performance while Lost and he has developed the Virtual Search Planning Process. He has managed in excess of 1,000 search and rescue operations across the US and is considered a leading expert in the field.</p> <p>He is one of a select few in the State of Nevada Instructors for the National Incident Management Systems /FEMA All-Hazard Position Specific Course curriculums, and one of a few qualified and experienced Incident Command System Instructors in Nevada.</p> <p>He is a subject matter expert in the design, development, deployment, installation, and operations of Technology Systems for Emergency Operations Centers (EOC). Contractor has also managed the State EOC and worked in multiple positions within it to allow it to function effectively. His knowledge and expertise allow continuity of operations when other qualified personnel are not available due to time off or illness.</p>
<b>B</b>	<p><b>Document former job description.</b></p> <p>Agency lead or supervisor of:</p> <p>1. State Search and Rescue Coordinator</p>



	<p>2. Technology Systems Supervisor for the State Emergency Operations Center (SEOC)</p> <p>3. Division of Emergency Management Duty Officer for 12 years</p> <p>4. Held positions as SEOC Manager, Operations, Logistics, and Planning Chief</p> <p>5. Covid-19 Operations and Logistics Chief for the SEOC. He helped develop and currently manages two Personal Protective Equipment (PPE) warehousing operations for the state that contain over \$90 million in stock.</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. His specialized knowledge is both operational and experiential based, in that current staff is unable and unlikely to acquire the SAR skillset he possesses. While instructors could be developed in the future, he also brings specific and operational experience to the classroom for courses that take many years to acquire. He has been an active participant of the Command and General Staff of the State Emergency Operations Center for 12 years.</p>
<b>D</b>	<p><b>Explain why existing State employees within your agency cannot perform this function.</b></p> <p>No other DEM personnel are trained to the level necessary to adequately support local, tribal, and state jurisdictions during complex search and rescue operations, and only a few have the field experience in multi-hazard operations or are able to fill multiple positions within the SEOC or in an Incident Management team (IMT)</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>No relation</p>
<b>F</b>	<p><b>List contractors' hourly rate.</b></p> <p>\$43.00 (plus Marathon admin fee of 24.9% = \$53.70)</p>
<b>G</b>	<p><b>List the range of comparable State employee rates.</b></p> <p>37-10 \$26.80 – \$39.94</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>Contractor rate does not exceed and the contract term has not been limited.</p>
<b>I</b>	<p><b>Document justification for hiring contractor.</b></p> <p>The former employee was the sole responsible party for the Search and Rescue operations of the scope of work mentioned above. The programs have federal and state requirements to maintain those programs. The knowledge and experience needs to be transferred.</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>12 months from the time of approval. (May 15, 2021 - May 15, 2022)</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> <p>He will be working at the request of the state for specific projects or programs, or in response operations not to exceed 40 hours per week.</p>



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: April 16, 2021

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

From: Shauna Tilley, Executive Branch Budget Officer  
Governor's Finance Office *ST*

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Jeffrey Frischmann to perform administrative duties for the Department of Employment, Training and Rehabilitation through Master Service Agreement #18404 between Department of Administration, Purchasing Division and HAT Limited Partnership, dba Manpower.

Additional Information:

Mr. Frischmann retired from the Department of Employment, Training and Rehabilitation as the Employment Security Division, Deputy Administrator on May 16, 2020, and is currently receiving pension benefits. His expertise is needed to provide leadership, coordination, and direction necessary to the Unemployment Insurance program and for the federally mandated Pandemic Unemployment Assistance Program (PUA) enacted by law (CARES Act). The Department previously received approval to contract with Mr. Frischmann for the period of January 3, 2021 through May 3, 2021. This request is to continue his employment from BOE approval through June 30, 2021.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____
ACTION ITEM: _____

*ST*



**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**

April 6, 2021

**MEMORANDUM**

**To:** Shauna Tilley

**From:** Annette Morfin, Purchasing Officer

**Subject:** CETS Contract 23928 – HAT LTD Partnership dba Manpower  
RFP 99SWC-S1406 – Temporary Employment Services

Please find attached a copy of the "Authorization to Contract with a Former Employee" for Jeffrey Frischmann who is currently working for Manpower. He is currently collecting PERS.

He was previously approved at the January BOE; however, his contract is being extended from May 3, 2021 – June 30, 2021. That is why it is being submitted again.

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

STEVE SISOLAK  
GOVERNOR



ELISA CAFFERATA  
DIRECTOR

KATHLEEN DESOCIO  
CHIEF FINANCIAL OFFICER

OFFICE OF THE DIRECTOR  
FINANCIAL MANAGEMENT

**MEMORANDUM**

**DATE:** April 26, 2021

**TO:** Annette Morfin, Purchasing Officer, Dept of Administration,  
Purchasing Division

**FROM:** Elisa Cafferata, Director, Department of Employment, Training  
and Rehabilitation

**SUBJECT:** Authorization to Contract with a Former Employee


On behalf of the Department of Employment, Training and Rehabilitation (DETR), I respectfully request approval to extend the current contract with former employee, Jeffrey Frischmann, through HAT Limited Partnership, dba Manpower.

We are requesting this extension because Jeffrey Frischmann is a subject matter expert in employment security. His expertise is needed to support the Department in onboarding new leadership staff as well as in responding to legislative requests.

Thank you for your consideration of this request.

Tracy Zehner  
Contract Manager

**DETR, Financial Management, Approved by:**

  
Elisa Cafferata  
Director, DETR

Date: 4.26.21



**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**

<b>Employee Information</b>				
<b>Former Employee Name:</b>	Jeffrey Frischman			
<b>Former Employee ID Number:</b>	27182			
<b>Former Job Title:</b>	ESD Administrator			
<b>Former Employee Agency:</b>	DETR/ESD			
<b>Former Class and Grade:</b>	<b>Class:</b>	12.103	<b>Grade:</b>	43/10
<b>Former Employment Dates:</b>	<b>From:</b>	07/2002	<b>To:</b>	05/2020
<b>Requesting Agency:</b>	DETR/ESD			
<b>Vendor:</b>	Manpower			

<b>Please mark which of the following applies and complete Sections 'A' through 'M' below:</b>	
<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 position is needed to provide leadership, coordination, and direction necessary for Unemployment Insurance program, and for the federally mandated Pandemic Unemployment Assistance Program (PUA) enacted by law (CARES Act). Additionally, the contractor is responsible for ensuring achievement of mandated program goals and objectives pursuant to DOL and CARES Act requirements.</p>
<b>B</b>	<p><b>Document former job description.</b></p> <p>Under administrative direction of the Division Administrator, incumbents are responsible and accountable for planning, organizing, coordinating and managing program support of a major organizational component of the Employment Security or Rehabilitation Divisions within the Department of Employment, Training and Rehabilitation (DETR), and oversee the management of programs to ensure the timely, accurate, consistent, and effective delivery of services to clients through local offices and regional centers.</p> <p>Direct, through subordinate managers, the administrative and technical activities of assigned programs; develop, implement, monitor and adjust State and federal program goals and performance measures, budgets,</p>

	<p>and revenue and expenditure plans; monitor, adjust and approve the statewide distribution and use of resources; analyze staffing and budget reports; and approve requests for staff positions, travel, training, equipment, supplies and service.</p> <p>Evaluate the effectiveness of programs in meeting established goals, performance measures, and requirements through quality control programs, performance appraisal process and fiscal analysis; develop corrective action plans and implement changes; and evaluate and approve the development, redesign and maintenance of automated systems which support program activities.</p> <p>Ensure the timely, accurate, consistent, and effective delivery of services to clients through local offices and regional centers; analyze a variety of labor market and other demographic information provided by the department research section as well as past program performance, State and national trends, discussion with labor and management groups/leaders, legislators, and others; administer intensive client assessment, training and employment programs.</p> <p>Represent the department and division as a spokesperson at meetings, legislative hearings, boards, councils and committees such as the State and Local Workforce Development Boards, the National Association of State Workforce Agencies, and the Governor's Council on Rehabilitation and Education of People with Disabilities; and participate in the operation of the Workforce Innovation and Opportunity Act one-stop system.</p> <p>Direct the coordination and delivery of statewide program support units which provide interpretation of regulations, quality assurance, report validation, policy and procedure development, computer support, and staff development programs.</p> <p>Draft agency-proposed legislation and prepare fiscal notes; research and analyze legislative proposals from outside entities and prepare responses; draft regulatory text and position statements and provide testimony to the legislature; and review relevant statutes, regulations, policies and operational procedures for current and potential impact on services.</p> <p>Supervise subordinate managers, professionals and support staff as assigned; interview and select new employees; delegate authority and responsibility to appropriate personnel; develop work performance standards; complete performance appraisals; provide appropriate counseling,</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, the contractor has 25 years of unemployment insurance (UI) experience, including a decade in Senior Management roles that supported this work program, brings a deep bench strength of knowledge that benefits DETR during a time of unrepresented volume and implementation of multiple new unemployment programs. His expertise is needed to support existing programs and assist with implementation of new unemployment compensation programs that include the expected PUA extension or renewal of FPUC. His expertise is also needed to support compliance with any OIG subpoenas, DOL audit requests, state single audit and financial audits, ESD rate setting, training of new management staff, Federal grant reporting and auditing, as well as policy proposals and analysis. Jeff has a unique blend of current and prior UI experience that is needed to support DETR's unemployment compensation program and our upcoming legislative session.</p>
<b>D</b>	<p><b>Explain why existing State employees within your agency cannot perform this function.</b></p> <p>Jeffrey Frischmann left ESD on 5/16/20 while holding the title of Deputy Administrator. Mr. Frischmann was ESD Deputy Administrator from 7/20/15 through 5/16/20 when he left to retire. Prior to holding the Deputy Administrator position, Mr. Frischmann held the position of ESD Manager IV from 3/9/09 through 7/1/15, when Mr. Kennedy assumed the role.</p>

	No single person in the ESD organization has held the senior ESD job titles that this gentleman has held for the past decade or so. The familiarity he possesses having been senior level manager is not just remarkable but highly sought after while DETR negotiates its way through the crisis.
<b>E</b>	<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>
	N/A
<b>F</b>	<b>List contractors' hourly rate.</b>
	\$59.93
<b>G</b>	<b>List the range of comparable State employee rates.</b>
	\$41.82-\$63.43
<b>H</b>	<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>
	N/A
<b>I</b>	<b>Document justification for hiring contractor.</b>
	Position is only needed temporarily.
<b>J</b>	<b>Will the employee be collecting PERS at any time during the contract?</b>
	Yes
<b>K</b>	<b>What is the duration of the contract with the former employee? (Include start and end date)</b>
	upon approval- 6/30/2021
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b>
	Full-time, 40 plus hours per week, and no paid sick leave/holiday.
<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:  
Lynda Parson 4/5/2021  
Signature of Agency Head Authorizing Request Date

Kevin D. Doty 4/6/21  
Purchasing Administrator Signature (if a Statewide Contract) Date

Sharon Kelly 4-16-21  
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**

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: April 16, 2021

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

From: Shauna Tilley, Executive Branch Budget Officer  
Governor's Finance Office *ST*

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division requests authority to contract with former employee Bret Sandborn to perform uniformed security guard duties for various agencies through Master Service Agreement #19049 with Universal Protection Service LLP, dba Allied Universal Security.

Additional Information:

Mr. Sandborn retired from the Department of Corrections as a Correctional Officer on January 14, 2021 and is receiving pension benefits. His training and experience is needed to perform security services at various locations and agencies as required.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____
ACTION ITEM: _____

*ST*



**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

April 5, 2021

**MEMORANDUM**

To: Shauna Tilley

From: Annette Morfin, Purchasing Officer

Subject: CETS Contract 19049 - Allied Universal Security Services  
RFP 3455 - Uniformed Security Guards

Please find attached a copy of the "Authorization to Contract with a Former Employee for Bret Sandborn who Allied Universal Security Services wants to hire. Allied Universal Security Services is aware he would not be able to start with them until approval of the May BOE. Bret's start date with Allied Universal would be upon May BOE approval.

Bret has left state service and is within the two (2) year window. He will be receiving benefits from PERS.

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



**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>	Bret Sandborn			
<b>Former Employee ID Number:</b>	33153			
<b>Former Job Title:</b>	Correctional Officer			
<b>Former Employee Agency:</b>	Department of Corrections			
<b>Former Class and Grade:</b>	<b>Class:</b>	classified	<b>Grade:</b>	34
<b>Former Employment Dates:</b>	<b>From:</b>	3-2005	<b>To:</b>	11-2020
<b>Contracting Agency:</b>	Various			

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>This contract provides uniformed security guards to various State agencies. The guards may be armed or un-armed depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.</p>
<b>B</b>	<p><b>Document former job description.</b></p> <p>Safety and Security for the Department of Corrections.</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, these are individual with law enforcement training.</p> <p>No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.</p>
<b>D</b>	<b>Explain why existing State employees within your agency cannot perform this function.</b>

	Capitol Police does not have the resources to perform this service for all agencies needing this type of service.
<b>E</b>	<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> No
<b>F</b>	<b>List contractors' hourly rate.</b> \$17.25
<b>G</b>	<b>List the range of comparable State employee rates.</b> \$23.03-\$34.25 per hour
<b>H</b>	<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> Not Applicable
<b>I</b>	<b>Document justification for hiring contractor.</b> There are a limited number of individuals available with the appropriate law enforcement experience
<b>J</b>	<b>Will the employee be collecting PERS at any time during the contract?</b> yes
<b>K</b>	<b>What is the duration of the contract with the former employee? (Include start and end date)</b> Upon approval – 1/14/23
<b>L</b>	<b>Will the former employee be working full time or part time? If part time, how many hours?</b> Full time
<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:**

Kevin D. Dohy  
Contracting Agency Head's Signature

4/6/21  
Date

Sharon Egan  
Budget Analyst Signature

4-16-21  
Date

\_\_\_\_\_  
Clerk of the Board of Examiners Signature

\_\_\_\_\_  
Date



**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: April 13, 2021

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

From: David Lenzner, Executive Branch Budget Officer  
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.

**CANNABIS COMPLIANCE BOARD**

Agenda Item Write-up:

Pursuant to Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> Special Legislative Session, the Cannabis Compliance Board (CCB) requests a 4.6% pay reduction in place of participating in the furlough process from January 1, 2021 to June 31, 2021 for all CCB Board members.

Additional Information:

The CCB seeks approval for the board members to be exempt from the Fiscal Year 2021 furlough policy approved during the 31<sup>st</sup> Special Legislative Session. Since the board members do not track their time, the CCB is unable to give furlough days off from work. If the exemption is approved the CCB will reduce the board members pay by 4.6%.

Statutory Authority:

Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> Special Legislative Session

REVIEWED: _____
ACTION ITEM: _____

# CANNABIS COMPLIANCE BOARD

## STATE OF NEVADA

ccb.nv.gov

1550 College Parkway, Suite 142

Carson City, Nevada 89706

Phone: (775) 687-6299



STEVE SISOLAK  
*Governor*

Grant Sawyer Office Building, Suite 4200  
555 E. Washington Avenue  
Las Vegas, Nevada 89101

HON. MICHAEL DOUGLAS  
*Chair*

TYLER KLIMAS  
*Executive Director*

### MEMORANDUM

Date: April 6<sup>th</sup>, 2021

To: David Lenzner, Executive Branch Budget Officer  
Governor's Finance Office

From: Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board

Subject: Request for Furlough Exception at May BOE – Board Member Furloughs

---

Mr. Lenzner,

The Cannabis Compliance Board requests to submit a furlough exception request to the May BOE for approval.

As board members do not track or record time there is no viable way to reduce pay for board members under the mandated statewide furloughs other than to reduce their pay by 4.6%.

In total the CCB has 5 board members appointed by the Governor in position control numbers J001, J002, J003, J004, and J005. Included you will find signed acknowledgment and acceptance forms from each of the 5 Cannabis Compliance Board members recognizing this reduction.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Giesler".

Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board

CC:

Tyler Klimas, Executive Director, Cannabis Compliance Board

Michael Miles, Esq., Executive Deputy Director, Cannabis Compliance Board



# BOARD OF EXAMINERS REQUEST FOR FURLOUGH EXCEPTION

Agency Name: <u>Board Cannabis Compliance</u>		Class Code # <u>88.000</u>
Budget Account # <u>4207</u>		Grade Level: <u>N/A</u>
Position Control # <u>J001 - J002 - J003 - J004 - J005 (5)</u>		
Class Title: <u>Non Class / BD Mem / No Leave</u>		
Location of Position: <u>Remote Board Member</u>		
Name of Position Supervisor: <u>Governor</u>		Telephone Number: <u>N/A</u>
Briefly describe the main purpose of this position: <u>This is a CCB board member position.</u>		
Reason for exception and consequences if exception is not approved: <u>CCB board members do not record or track time. A salary reduction of 4.6% is the only way to account for statewide furloughs.</u>		
Is this position critical per AB3:		Please provide the reason position(s) meets exception criteria:
Public Health: <input type="checkbox"/> Yes <input type="checkbox"/> No		<u>See Above</u>
Public Safety: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Public Welfare: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Effective and Expiration Date: <u>January 1<sup>st</sup>, 2021 - June 30<sup>th</sup>, 2021</u>		
Is the employee in the requested position aware their salary will be reduced by 4.6% if the exception is approved? <u>Yes</u>		
What is the position funding source?		
General Fund: <input type="checkbox"/> %		Fees: <u>Cannabis Fees</u> <u>100</u> %
Highway Fund: <input type="checkbox"/> %		Other Funding: <input type="checkbox"/> %
Federal Funds: <input type="checkbox"/> %		Other Funding: <input type="checkbox"/> %

## AGENCY DIRECTOR APPROVAL:

1/14

Agency Director	Director	4-6-21
	Title	Date

## BOE APPROVAL:

☐ Approved Exemption      ☐ Not Approved for Exemption

Board of Examiners Approval	Date
-----------------------------	------

# CANNABIS COMPLIANCE BOARD

## STATE OF NEVADA

ccb.nv.gov  
1550 College Parkway, Suite 142  
Carson City, Nevada 89706  
Phone: (775) 687-6299

HON. MICHAEL DOUGLAS  
*Chair*



STEVE SISOLAK  
*Governor*

Grant Sawyer Office Building, Suite 4200  
555 E. Washington Avenue  
Las Vegas, Nevada 89101

TYLER KLIMAS  
*Executive Director*

### MEMORANDUM

Date: April 6<sup>th</sup>, 2021  
To: Chair, Michael Douglas  
From: Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board  
Subject: Furlough Salary Reduction – Board Member

Dear Chair Douglas,

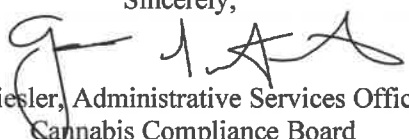
In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31st (2020) Special Session of the Nevada Legislature and by the Department of Administration, the Cannabis Compliance Board is requesting that the Board of Examiners exempt your position from participating in the mandated statewide furloughs from January 1st, 2021 through June 30th, 2021.

If the Board of Examiners approves the exemption, you will not be required to furlough as your position as member of the Board is not defined by working days or hours, however your pay will be reduced by 4.6% for the period of time mentioned above.

Please sign the acknowledgment below as indication that you have been advised of this request and its impacts.

Thank you for your continued service to the State of Nevada and to the Cannabis Compliance Board. If you have any questions, please contact me at (775) 684-2071 or by email at [jmgiesler@ccb.nv.gov](mailto:jmgiesler@ccb.nv.gov).

Sincerely,

  
Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board

I, Michael Douglas, acknowledge the Cannabis Compliance Boards request to have my Board Member position exempted from the statewide mandated furloughs mentioned above and understand the impact the exemption will have upon my pay of 4.6% for the period of time mentioned above. My signature does not represent either my support and or disapproval of this request.

  
Chair, Michael Douglas

  
Tyler Klimas, Executive Director

CC:  
Tyler Klimas, Executive Director, Cannabis Compliance Board

# CANNABIS COMPLIANCE BOARD



STEVE SISOLAK  
Governor

STATE OF NEVADA  
ccb.nv.gov  
1550 College Parkway, Suite 142  
Carson City, Nevada 89706  
Phone: (775) 687-6299

HON. MICHAEL DOUGLAS  
Chair

Grant Sawyer Office Building, Suite 4200  
555 E. Washington Avenue  
Las Vegas, Nevada 89101

TYLER KLIMAS  
Executive Director

## MEMORANDUM

Date: April 6<sup>th</sup>, 2021  
To: Member, Dennis Neilander  
From: Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board  
Subject: Furlough Salary Reduction – Board Member

Dear Member Neilander,

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31st (2020) Special Session of the Nevada Legislature and by the Department of Administration, the Cannabis Compliance Board is requesting that the Board of Examiners exempt your position from participating in the mandated statewide furloughs from January 1st, 2021 through June 30th, 2021.

If the Board of Examiners approves the exemption, you will not be required to furlough as your position as member of the Board is not defined by working days or hours, however your pay will be reduced by 4.6% for the period of time mentioned above.


Please sign the acknowledgment below as indication that you have been advised of this request and its impacts.

Thank you for your continued service to the State of Nevada and to the Cannabis Compliance Board. If you have any questions, please contact me at (775) 684-2071 or by email at [jmgiesler@ccb.nv.gov](mailto:jmgiesler@ccb.nv.gov).

Sincerely,

  
Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board

I, Dennis Neilander, acknowledge the Cannabis Compliance Boards request to have my Board Member position exempted from the statewide mandated furloughs mentioned above and understand the impact the exemption will have upon my pay of 4.6% for the period of time mentioned above. My signature does not represent either my support and or disapproval of this request.

  
Member, Dennis Neilander

  
Tyler Klimas, Executive Director

CC:  
Tyler Klimas, Executive Director, Cannabis Compliance Board



STEVE SISOLAK  
Governor

## CANNABIS COMPLIANCE BOARD

STATE OF NEVADA

ccb.nv.gov  
1550 College Parkway, Suite 142  
Carson City, Nevada 89706  
Phone: (775) 687-6299

HON. MICHAEL DOUGLAS  
Chair

Grant Sawyer Office Building, Suite 4200  
555 E. Washington Avenue  
Las Vegas, Nevada 89101

TYLER KLIMAS  
Executive Director

### MEMORANDUM

Date: April 6<sup>th</sup>, 2021  
To: Member, Jerrie Merritt  
From: Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board  
Subject: Furlough Salary Reduction – Board Member

Dear Member Merritt,

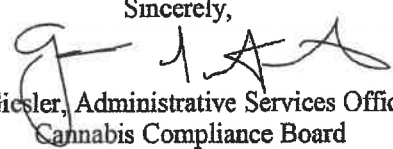
In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31st (2020) Special Session of the Nevada Legislature and by the Department of Administration, the Cannabis Compliance Board is requesting that the Board of Examiners exempt your position from participating in the mandated statewide furloughs from January 1st, 2021 through June 30th, 2021.

If the Board of Examiners approves the exemption, you will not be required to furlough as your position as member of the Board is not defined by working days or hours, however your pay will be reduced by 4.6% for the period of time mentioned above.

Please sign the acknowledgment below as indication that you have been advised of this request and its impacts.

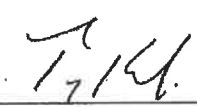
Thank you for your continued service to the State of Nevada and to the Cannabis Compliance Board. If you have any questions, please contact me at (775) 684-2071 or by email at [jmgiesler@ccb.nv.gov](mailto:jmgiesler@ccb.nv.gov).

Sincerely,

  
Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board

I, Jerrie Merritt, acknowledge the Cannabis Compliance Boards request to have my Board Member position exempted from the statewide mandated furloughs mentioned above and understand the impact the exemption will have upon my pay of 4.6% for the period of time mentioned above. My signature does not represent either my support and or disapproval of this request.

  
Member, Jerrie Merritt

  
Tyler Klimas, Executive Director

CC:  
Tyler Klimas, Executive Director, Cannabis Compliance Board

# CANNABIS COMPLIANCE BOARD

## STATE OF NEVADA

ccb.nv.gov  
1550 College Parkway, Suite 142  
Carson City, Nevada 89706  
Phone: (775) 687-6299

HON. MICHAEL DOUGLAS  
*Chair*



STEVE SISOLAK  
*Governor*

Grant Sawyer Office Building, Suite 4200  
555 E. Washington Avenue  
Las Vegas, Nevada 89101

TYLER KLIMAS  
*Executive Director*

### MEMORANDUM

Date: April 6<sup>th</sup>, 2021  
To: Member, Bryan Young  
From: Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board  
Subject: Furlough Salary Reduction – Board Member

Dear Member Young,

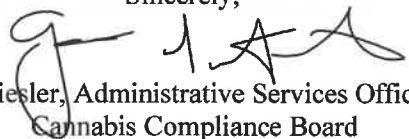
In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31st (2020) Special Session of the Nevada Legislature and by the Department of Administration, the Cannabis Compliance Board is requesting that the Board of Examiners exempt your position from participating in the mandated statewide furloughs from January 1st, 2021 through June 30th, 2021.

If the Board of Examiners approves the exemption, you will not be required to furlough as your position as member of the Board is not defined by working days or hours, however your pay will be reduced by 4.6% for the period of time mentioned above.

Please sign the acknowledgment below as indication that you have been advised of this request and its impacts.

Thank you for your continued service to the State of Nevada and to the Cannabis Compliance Board. If you have any questions, please contact me at (775) 684-2071 or by email at [jmgiesler@ccb.nv.gov](mailto:jmgiesler@ccb.nv.gov).

Sincerely,

  
Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board

I, Bryan Young, acknowledge the Cannabis Compliance Boards request to have my Board Member position exempted from the statewide mandated furloughs mentioned above and understand the impact the exemption will have upon my pay of 4.6% for the period of time mentioned above. My signature does not represent either my support and or disapproval of this request.

  
Member, Bryan Young

  
Tyler Klimas, Executive Director

CC:  
Tyler Klimas, Executive Director, Cannabis Compliance Board



STEVE SISOLAK  
Governor

## CANNABIS COMPLIANCE BOARD

### STATE OF NEVADA

ccb.nv.gov  
1550 College Parkway, Suite 142  
Carson City, Nevada 89706  
Phone: (775) 687-6299

HON. MICHAEL DOUGLAS  
Chair

Grant Sawyer Office Building, Suite 4200  
555 E. Washington Avenue  
Las Vegas, Nevada 89101

TYLER KLIMAS  
Executive Director

### MEMORANDUM

Date: April 6<sup>th</sup>, 2021  
To: Member, Riana Durrett  
From: Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board  
Subject: Furlough Salary Reduction – Board Member

Dear Member Durrett,

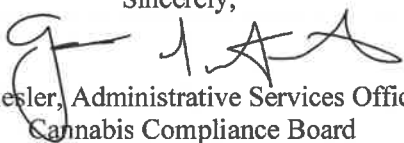
In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31st (2020) Special Session of the Nevada Legislature and by the Department of Administration, the Cannabis Compliance Board is requesting that the Board of Examiners exempt your position from participating in the mandated statewide furloughs from January 1st, 2021 through June 30th, 2021.

If the Board of Examiners approves the exemption, you will not be required to furlough as your position as member of the Board is not defined by working days or hours, however your pay will be reduced by 4.6% for the period of time mentioned above.

Please sign the acknowledgment below as indication that you have been advised of this request and its impacts.

Thank you for your continued service to the State of Nevada and to the Cannabis Compliance Board. If you have any questions, please contact me at (775) 684-2071 or by email at [jmgiesler@ccb.nv.gov](mailto:jmgiesler@ccb.nv.gov).

Sincerely,

  
Jason Giesler, Administrative Services Officer II  
Cannabis Compliance Board

I, Riana Durrett, acknowledge the Cannabis Compliance Boards request to have my Board Member position exempted from the statewide mandated furloughs mentioned above and understand the impact the exemption will have upon my pay of 4.6% for the period of time mentioned above. My signature does not represent either my support and or disapproval of this request.



Member, Riana Durrett



Tyler Klimas, Executive Director

CC:  
Tyler Klimas, Executive Director, Cannabis Compliance Board



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: April 12, 2021

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

From: Heather Field, Executive Branch Budget Officer  
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.

**DEPARTMENT OF TAXATION**

Agenda Item Write-up:

Pursuant to Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> Special Legislative Session, the Department requests a 4.6% pay reduction in place of participating in the furlough process from January 1, 2021 to June 31, 2021 for all Nevada Tax Commission members.

Additional Information:

The Department seeks approval for the Nevada Tax Commission members to be exempt from the Fiscal Year 2021 furlough policy approved during the 31<sup>st</sup> Special Legislative Session. Due to the limitation of member working schedules, the Department is unable to give furlough days off from work. If the exemption is approved the Department will reduce the commission members pay by 4.6%.

Statutory Authority:

Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> Special Legislative Session

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



STEVE SISOLAK  
*Governor*  
JAMES DEVOLLD  
*Chair, Nevada Tax Commission*  
MELANIE YOUNG  
*Executive Director*

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

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

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

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

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

Date: April 5, 2021  
To: Board of Examiners  
From: Melanie Young, Executive Director  
Department of Taxation  
Subject: Furlough Exception – Nevada Tax Commission

---

AB 3 of the 31<sup>st</sup> Special Legislative Session 2020 requires each full-time state employee to take 48 hours of unpaid furlough leave, and part-time employees to take a proportional amount of such hours, during the period between January 1, 2021 and June 30, 2021. The Department of Taxation is requesting an exception to the Furlough Leave requirement for its Nevada Tax Commission members. This exception would allow the commission members' salary to be reduced by 4.6 percent during the period between January 1, 2021 and June 30, 2021.

Please see attached the Furlough Exception Form and Projected Savings from Furloughs for the commission members.

Please note these members do not fall into the exemption categories as described in the 2020-21 All Agency Memo and detailed below. However, due to the limited number of hours they work, the 4.6 percent salary reduction was the only option.

**Public Health, Safety or Welfare:** For positions to receive a BOE exemption they must meet all the criteria set forth in AB 3, section 131.4 and agencies must provide the reason they meet all the criteria. A memo answering the three questions below must accompany the BOE Request for Furlough Exemption form. If positions within the class code referenced to on the form work in different units, a response to each of the questions below is required for each unit. For example, an agency may have a class code that works in three different units: One unit reviews monetary requirements, another unit examines claims and a third unit investigates fraud. 1. How would furloughing positions in this class impact public health, safety or welfare? Agencies must indicate on the form which one applies by checking the applicable box; 2. How will the public health, safety or welfare be significantly diminished if mandatory furlough leave is implemented for employees in these positions? 3. Why do no alternatives exist to provide for the protection of public health, safety or welfare?



# BOARD OF EXAMINERS REQUEST FOR FURLOUGH EXCEPTION

Agency Name:	Taxation	Class Code #	88.000																		
Budget Account #	2361	Grade Level:	45																		
Position Control #	J001, J005, and J009-J014	8 Authorized FTE																			
Class Title: Non Class/BD Memb/ No Leave																					
Location of Position: Carson City and Las Vegas																					
Name of Position Supervisor: Governor		Telephone Number: 775-684-2096/																			
Briefly describe the main purpose of this position:		775-684-2160																			
<p>These members work on the Nevada Tax Commission in conjunction with the Department of Taxation.</p> <p>Reason for exception and consequences if exception is not approved:            These positions are needed for Nevada Tax Commission Meetings.            Due to the limited amount of time they work, taking time as furlough leave is not possible.</p>																					
Is this position critical per AB3:  Public Health: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Public Safety: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Public Welfare: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Please provide the reason position(s) meets exception criteria:																			
Effective and Expiration Date: January 1, 2021 through June 30, 2021																					
Is the employee in the requested position aware their salary will be reduced by 4.6% if the exception is approved? The Department is working to inform the commissioners.																					
What is the position funding source?																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">General Fund:</td> <td style="width: 20%;">100</td> <td style="width: 20%;">%</td> </tr> <tr> <td>Highway Fund:</td> <td></td> <td>%</td> </tr> <tr> <td>Federal Funds:</td> <td></td> <td>%</td> </tr> </table>		General Fund:	100	%	Highway Fund:		%	Federal Funds:		%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Fees:</td> <td style="width: 20%;"></td> <td style="width: 20%;">%</td> </tr> <tr> <td>Other Funding:</td> <td></td> <td>%</td> </tr> <tr> <td>Other Funding:</td> <td></td> <td>%</td> </tr> </table>		Fees:		%	Other Funding:		%	Other Funding:		%
General Fund:	100	%																			
Highway Fund:		%																			
Federal Funds:		%																			
Fees:		%																			
Other Funding:		%																			
Other Funding:		%																			

<b>AGENCY DIRECTOR APPROVAL:</b>		
 _____ Agency Director	Executive Director _____ Title	4/6/2021 _____ Date

<b>BOE APPROVAL:</b>	
<input type="checkbox"/> Approved Exemption <input type="checkbox"/> Not Approved for Exemption	
_____ Board of Examiners Approval	_____ Date

PAYROLL ACCOUNTING

Furlough Projections FY2021

Agency: 130 DEPARTMENT OF TAXATION

Budget Account: 2361 HR-DEPARTMENT OF TAXATION

Board Members Cat 01 GL 5860

**Budgeted Based on FY2020 RATES**

0.0145 0.0237

Title	PCN	BA	Estimated Days Worked	Rate of Pay	Base Salary	Medicare	Workers Compensation	Total	Total Projected for 6 months	Projected FRLO of 4.6%
Commissioner	J014	2361	1	\$20,000	\$20,000.00	\$290.00	\$474.00	\$20,764.00	\$ 10,382.00	\$ 477.57
Commissioner	J013	2361	1	\$20,000	\$20,000.00	\$290.00	\$474.00	\$20,764.00	\$ 10,382.00	\$ 477.57
Commissioner	J012	2361	1	\$20,000	\$20,000.00	\$290.00	\$474.00	\$20,764.00	\$ 10,382.00	\$ 477.57
Commissioner	J011	2361	1	\$20,000	\$20,000.00	\$290.00	\$474.00	\$20,764.00	\$ 10,382.00	\$ 477.57
Chairman	J010	2361	1	\$27,500	\$27,500.00	\$398.75	\$651.75	\$28,550.50	\$ 14,275.25	\$ 656.66
Commissioner	J009	2361	1	\$20,000	\$20,000.00	\$290.00	\$474.00	\$20,764.00	\$ 10,382.00	\$ 477.57
Commissioner	J005	2361	1	\$20,000	\$20,000.00	\$290.00	\$474.00	\$20,764.00	\$ 10,382.00	\$ 477.57
Commissioner	J004	2361	1	\$20,000	\$20,000.00	\$290.00	\$474.00	\$20,764.00	\$ 10,382.00	\$ 477.57
					<b>\$167,500.00</b>	<b>\$2,428.75</b>	<b>\$3,969.75</b>	<b>\$173,898.50</b>	<b>\$86,949.25</b>	<b>\$ 3,999.67</b>
							<b>Budgeted</b>	<b>\$173,898.50</b>		
							Actual as of 12/31/2020	\$84,630.09		
							Projected through 6/30/2021	\$86,949.25		
							FRLO through 6/30/2021	<b>(\$3,999.67)</b>		
							Total Actual + Projected FY21	\$167,579.67		
							Estimated Savings	\$6,318.83		

**NRS 360.050 Compensation of commissioners.**

1. The Chair of the Nevada Tax Commission is entitled to receive an annual salary of \$27,500.
2. Except as otherwise provided in NRS 360.010, each of the other commissioners is entitled to receive an annual salary of \$20,000.



STEVE SISOLAK  
Governor  
JAMES DEVOLLO  
Chair, Nevada Tax Commission  
MELANIE YOUNG  
Executive Director

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

1550 College Parkway, Suite 115  
Carson City, Nevada 89708-7937  
Phone: (775) 684-2000 Fax: (775) 684-2020

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

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

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

April 12, 2021

Anthony Wren  
5310 Fenno Way  
Reno, NV 89509

Dear Anthony Wren:

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> (2020) Special Session of the Nevada Legislature that required employees to take 48 hours of unpaid leave and part time employees are to take a proportional amount. It was recently determined that Board Members did not qualify to be exempt from the furloughs or the pay reduction. However due to the nature of the work performed by Board Members they are unable to take unpaid hours of leave. Therefore, the Department of Taxation is requesting that the Board of Examiners exempt your position from participating in the furlough of unpaid leave from January 1, 2021 to June 30, 2021. However, if the Board of Examiners approves the exemption, you will not be required to furlough by taking unpaid leave, alternatively your pay will be reduced by 4.6%.

Please sign the acknowledgment below as evidence that you have been advised of this request and its impact on your pay.

Thank you for your service to the State of Nevada and the critical job duties that you perform. If you have any questions, I am happy to assist you and can be reached at 775-684-2136 or [grimmerj@tax.state.nv.us](mailto:grimmerj@tax.state.nv.us).

Sincerely,

Joy Grimmer  
Administrative Services Officer IV

cc: Executive Director Young, Department of Taxation

---

I, Anthony J Wren, acknowledge receiving a letter notifying me of my Department's  
Print Employee Name  
request to have my position exempted from the furlough and the impact such an exemption will have upon my pay.  
My signature does not represent either my support and or disapproval of this request.

Anthony J Wren  
Employee Signature

April, 28, 2021  
Date



STEVE SISOLAK  
Governor  
JAMES DEVOLLO  
Chair, Nevada Tax Commission  
MELANIE YOUNG  
Executive Director

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

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

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

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

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

April 12, 2021

Dr. Ann Bersi  
7220 Crandon Park Ave.  
Las Vegas, NV 89131

Dear Dr. Ann Bersi:

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> (2020) Special Session of the Nevada Legislature that required employees to take 48 hours of unpaid leave and part time employees are to take a proportional amount. It was recently determined that Board Members did not qualify to be exempt from the furloughs or the pay reduction. However due to the nature of the work performed by Board Members they are unable to take unpaid hours of leave. Therefore, the Department of Taxation is requesting that the Board of Examiners exempt your position from participating in the furlough of unpaid leave from January 1, 2021 to June 30, 2021. However, if the Board of Examiners approves the exemption, you will not be required to furlough by taking unpaid leave, alternatively your pay will be reduced by 4.6%.

Please sign the acknowledgment below as evidence that you have been advised of this request and its impact on your pay.

Thank you for your service to the State of Nevada and the critical job duties that you perform. If you have any questions, I am happy to assist you and can be reached at 775-684-2136 or [grimmerj@tax.state.nv.us](mailto:grimmerj@tax.state.nv.us).

Sincerely,

Joy Grimmer  
Administrative Services Officer IV

cc: Executive Director Young, Department of Taxation

I, Ann Bersi, acknowledge receiving a letter notifying me of my Department's  
request to have my position exempted from the furlough and the impact such an exemption will have upon my pay.  
My signature does not represent either my support and or disapproval of this request.

Ann Bersi  
Employee Signature

4/28/21  
Date

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

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

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

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

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

  
STEVE SISOLAK  
Governor  
JAMES DEVOLLD  
Chair, Nevada Tax Commission  
MELANIE YOUNG  
Executive Director

April 12, 2021

Randy J. Brown  
13325 Arrowsprings Dr.  
Reno, NV 89511

Dear Randy J. Brown:

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> (2020) Special Session of the Nevada Legislature that required employees to take 48 hours of unpaid leave and part time employees are to take a proportional amount. It was recently determined that Board Members did not qualify to be exempt from the furloughs or the pay reduction. However due to the nature of the work performed by Board Members they are unable to take unpaid hours of leave. Therefore, the Department of Taxation is requesting that the Board of Examiners exempt your position from participating in the furlough of unpaid leave from January 1, 2021 to June 30, 2021. However, if the Board of Examiners approves the exemption, you will not be required to furlough by taking unpaid leave, alternatively your pay will be reduced by 4.6%.

Please sign the acknowledgment below as evidence that you have been advised of this request and its impact on your pay.

Thank you for your service to the State of Nevada and the critical job duties that you perform. If you have any questions, I am happy to assist you and can be reached at 775-684-2136 or [grimmerj@tax.state.nv.us](mailto:grimmerj@tax.state.nv.us).

Sincerely,

  
Joy Grimmer

Administrative Services Officer IV

I, Randy Brown, acknowledge receiving a letter notifying me of my Department's  
request to have my position exempted from the furlough and the impact such an exemption will have upon my pay.  
My signature does not represent either my support and or disapproval of this request.

  
Employee Signature

4.18.2021

Date



STEVE SISOLAK  
Governor  
JAMES DEVOLLO  
Chair, Nevada Tax Commission  
MELANIE YOUNG  
Executive Director

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

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

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

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

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

April 12, 2021

Craig Witt  
1509 Circle Drive  
Gardnerville, NV 89410

RECEIVED

APR 21 2021

State of Nevada  
Department of Taxation

Dear Craig Witt:

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> (2020) Special Session of the Nevada Legislature that required employees to take 48 hours of unpaid leave and part time employees are to take a proportional amount. It was recently determined that Board Members did not qualify to be exempt from the furloughs or the pay reduction. However due to the nature of the work performed by Board Members they are unable to take unpaid hours of leave. Therefore, the Department of Taxation is requesting that the Board of Examiners exempt your position from participating in the furlough of unpaid leave from January 1, 2021 to June 30, 2021. However, if the Board of Examiners approves the exemption, you will not be required to furlough by taking unpaid leave, alternatively your pay will be reduced by 4.6%.

Please sign the acknowledgment below as evidence that you have been advised of this request and its impact on your pay.

Thank you for your service to the State of Nevada and the critical job duties that you perform. If you have any questions, I am happy to assist you and can be reached at 775-684-2136 or [grimmerj@tax.state.nv.us](mailto:grimmerj@tax.state.nv.us).

Sincerely,

  
Joy Grimmer

Administrative Services Officer IV

I, Craig Witt, acknowledge receiving a letter notifying me of my Department's

request to have my position exempted from the furlough and the impact such an exemption will have upon my pay. My signature does not represent either my support and or disapproval of this request.

Employee Signature

Date

4-18-21





STEVE SISOLAK  
Governor  
JAMES DEVOLLD  
Chair, Nevada Tax Commission  
MELANIE YOUNG  
Executive Director

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

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

LAS VEGAS OFFICE

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

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

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

April 12, 2021

James C. DeVold  
2100 Brooksboro Circle  
Reno, NV 89509

RECEIVED

APR 21 2021

State of Nevada  
Department of Taxation

Dear Chair DeVold:

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> (2020) Special Session of the Nevada Legislature that required employees to take 48 hours of unpaid leave and part time employees are to take a proportional amount. It was recently determined that Board Members did not qualify to be exempt from the furloughs or the pay reduction. However due to the nature of the work performed by Board Members they are unable to take unpaid hours of leave. Therefore, the Department of Taxation is requesting that the Board of Examiners exempt your position from participating in the furlough of unpaid leave from January 1, 2021 to June 30, 2021. However, if the Board of Examiners approves the exemption, you will not be required to furlough by taking unpaid leave, alternatively your pay will be reduced by 4.6%.

Please sign the acknowledgment below as evidence that you have been advised of this request and its impact on your pay.

Thank you for your service to the State of Nevada and the critical job duties that you perform. If you have any questions, I am happy to assist you and can be reached at 775-684-2136 or [grimmerj@tax.state.nv.us](mailto:grimmerj@tax.state.nv.us).

Sincerely,

Joy Grimmer  
Administrative Services Officer IV

I, James DeVold, acknowledge receiving a letter notifying me of my Department's  
Print Employee Name

request to have my position exempted from the furlough and the impact such an exemption will have upon my pay.  
My signature does not represent either my support and or disapproval of this request.

Employee Signature

April 16, 2021

Date



STEVE SISOLAK  
Governor  
JAMES DEVOLLO  
Chair, Nevada Tax Commission  
MELANIE YOUNG  
Executive Director

# STATE OF NEVADA DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

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

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

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

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

April 12, 2021

Sharon R. Rigby  
PO Box 427  
Elko, NV 89803

**RECEIVED**

APR 26 2021

State of Nevada  
Department of Taxation

Dear Sharon R. Rigby:

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> (2020) Special Session of the Nevada Legislature that required employees to take 48 hours of unpaid leave and part time employees are to take a proportional amount. It was recently determined that Board Members did not qualify to be exempt from the furloughs or the pay reduction. However due to the nature of the work performed by Board Members they are unable to take unpaid hours of leave. Therefore, the Department of Taxation is requesting that the Board of Examiners exempt your position from participating in the furlough of unpaid leave from January 1, 2021 to June 30, 2021. However, if the Board of Examiners approves the exemption, you will not be required to furlough by taking unpaid leave, alternatively your pay will be reduced by 4.6%.

Please sign the acknowledgment below as evidence that you have been advised of this request and its impact on your pay.

Thank you for your service to the State of Nevada and the critical job duties that you perform. If you have any questions, I am happy to assist you and can be reached at 775-684-2136 or [grimmerj@tax.state.nv.us](mailto:grimmerj@tax.state.nv.us).

Sincerely,

  
Joy Grimmer

Administrative Services Officer IV

I, SHARON R. RIGBY acknowledge receiving a letter notifying me of my Department's  
Print Employee Name  
request to have my position exempted from the furlough and the impact such an exemption will have upon my pay.  
My signature does not represent either my support and or disapproval of this request.

  
Employee Signature

4-21-21

Date





**STEVE SISOLAK**  
Governor  
**JAMES DEVOLLO**  
Chair, Nevada Tax Commission  
**MELANIE YOUNG**  
Executive Director

**STATE OF NEVADA  
DEPARTMENT OF TAXATION**

Web Site: <https://tax.nv.gov>

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

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

**RENO OFFICE**  
4800 Kietzke Lane  
Building L, Suite 235  
Reno, Nevada 89502  
Phone: (775) 687-8989  
Fax: (775) 688-1303

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

April 12, 2021

Harold S. Johnson  
12 Pheasant Ridge Circle  
Henderson, NV 89014

**RECEIVED**

APR 27 2021

State of Nevada  
Department of Taxation

Dear Harold S. Johnson:

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> (2020) Special Session of the Nevada Legislature that required employees to take 48 hours of unpaid leave and part time employees are to take a proportional amount. It was recently determined that Board Members did not qualify to be exempt from the furloughs or the pay reduction. However due to the nature of the work performed by Board Members they are unable to take unpaid hours of leave. Therefore, the Department of Taxation is requesting that the Board of Examiners exempt your position from participating in the furlough of unpaid leave from January 1, 2021 to June 30, 2021. However, if the Board of Examiners approves the exemption, you will not be required to furlough by taking unpaid leave, alternatively your pay will be reduced by 4.6%.

Please sign the acknowledgment below as evidence that you have been advised of this request and its impact on your pay.

Thank you for your service to the State of Nevada and the critical job duties that you perform. If you have any questions, I am happy to assist you and can be reached at 775-684-2136 or [grimmerj@tax.state.nv.us](mailto:grimmerj@tax.state.nv.us).

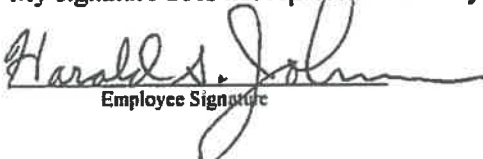
Sincerely,

  
Joy Grimmer  
Administrative Services Officer IV

cc: Executive Director Young, Department of Taxation

I, Harold S. Johnson, acknowledge receiving a letter notifying me of my Department's  
Print Employee Name

request to have my position exempted from the furlough and the impact such an exemption will have upon my pay.  
My signature does not represent either my support and or disapproval of this request.

  
Employee Signature

4-23-2021  
Date



STEVE SISOLAK  
Governor  
JAMES DEVOLLO  
Chair, Nevada Tax Commission  
MELANIE YOUNG  
Executive Director

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <https://tax.nv.gov>

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

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

RENO OFFICE  
4800 Kietzke Lane  
Building L, Suite 235  
Reno, Nevada 89502  
Phone: (775) 887-9999  
Fax: (775) 688-1303

HENDERSON OFFICE  
2550 Paseo Verde Parkway, Suite 150  
Henderson, Nevada 89074  
Phone: (702) 486-2300  
Fax: (702) 486-2377

April 12, 2021

Francine J. Lipman  
2861 Augusta Drive  
Las Vegas, NV 89109

Dear Francine J. Lipman:

In accordance with the procedures set forth in Section 131.4 (4) of Assembly Bill 3 of the 31<sup>st</sup> (2020) Special Session of the Nevada Legislature that required employees to take 48 hours of unpaid leave and part time employees are to take a proportional amount. It was recently determined that Board Members did not qualify to be exempt from the furloughs or the pay reduction. However due to the nature of the work performed by Board Members they are unable to take unpaid hours of leave. Therefore, the Department of Taxation is requesting that the Board of Examiners exempt your position from participating in the furlough of unpaid leave from January 1, 2021 to June 30, 2021. However, if the Board of Examiners approves the exemption, you will not be required to furlough by taking unpaid leave, alternatively your pay will be reduced by 4.6%.

Please sign the acknowledgment below as evidence that you have been advised of this request and its impact on your pay.

Thank you for your service to the State of Nevada and the critical job duties that you perform. If you have any questions, I am happy to assist you and can be reached at 775-684-2136 or [grimmerj@tax.state.nv.us](mailto:grimmerj@tax.state.nv.us).

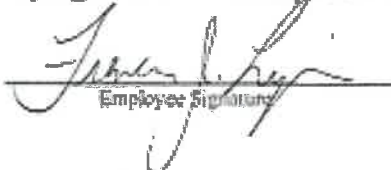
Sincerely,

  
Joy Grimmer  
Administrative Services Officer IV

cc: Executive Director Young, Department of Taxation

I, FRANCINE LIPMAN, acknowledge receiving a letter notifying me of my Department's  
Print Employee Name

request to have my position exempted from the furlough and the impact such an exemption will have upon my pay. My signature does not represent either my support and or disapproval of this request.

  
Employee Signature

4/28/2021  
Date

# LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
1.	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF WATER RESOURCES		THE TERRACES #3, LLC	\$104,456
	This lease is a renewal of an existing lease.			
		<b>Term of Lease:</b> 11/01/2021 – 10/31/2026	<b>Located in Elko</b>	
2.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES		MEOW, LLC	\$1,203,158
	This lease is a renewal of an existing lease.			
		<b>Term of Lease:</b> 05/01/2021 – 04/31/2026	<b>Located in Las Vegas</b>	
3.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF HEALTH CARE FINANCE AND POLICY		VALLEY VIEW, LLC	\$741,630
	This is the second amendment which reduces square footage for a \$62,680 savings in the first year.			
		<b>Term of Lease:</b> 08/01/2020 – 11/30/2022	<b>Located in Las Vegas</b>	
4.	DEPARTMENT OF PUBLIC SAFETY – NEVADA HIGHWAY PATROL		NATHAN WOOD & YUKO WOOD	\$97,161
	This lease is a renewal of an existing lease.			
		<b>Term of Lease:</b> 06/01/2021 – 05/31/2026	<b>Located in Hawthorne</b>	

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 3/25/21
Reviewed by:	<i>[Signature]</i> 3/26/21
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Conservation and Natural Resources Division of Water Resources 901 South Stewart Street, Suite 2002 Carson City, Nevada, 89701 Shannon Webb T: 775.684.2880 F: 775.684.2811 E: s.webb@water.nv.gov						
Remarks:	This is a renewal of a current lease.						
Exceptions/Special notes:	Janitorial one (1) day per week. Lease negotiated at a lower rate, which created a savings of \$787.44 in the first year.						
2. Name of Lessor:	The Terraces #3, LLC						
3. Address of Lessor:	PO Box 1988 Elko, Nevada 89803						
4. Property contact:	Doug Snyder T: 775.738.5616 C: 775.777.4153 E: doug.snyder@hotmail.com						
5. Address of Lease property:	1250 Lamoille Highway, Suite 1047 Elko, Nevada 89801						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 1,156						
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 %	\$ 1,699.32	12	\$ 20,391.84	November 1, 2021 - October 31, 2022	\$0.00	\$0.00	\$1.47
2%	\$ 1,734.00	12	\$ 20,808.00	November 1, 2022 - October 31, 2023	\$0.00	\$0.00	\$1.50
0%	\$ 1,734.00	12	\$ 20,808.00	November 1, 2023 - October 31, 2024	\$0.00	\$0.00	\$1.50
2%	\$ 1,768.68	12	\$ 21,224.16	November 1, 2024 - October 31, 2025	\$0.00	\$0.00	\$1.53
0%	\$ 1,768.68	12	\$ 21,224.16	November 1, 2025 - October 31, 2026	\$0.00	\$0.00	\$1.53
c. Total Lease Consideration:	60		\$ 104,456.16				
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						
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:	\$1.70						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	4504						
6. This lease constitutes:	<input checked="" type="checkbox"/> An extension of an existing lease <input type="checkbox"/> An addition to current facilities (requires estimated expenses) <input type="checkbox"/> A relocation (requires estimated expenses) <input type="checkbox"/> A new location (requires estimated expenses) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00		

RECEIVED

MAR 24 2021

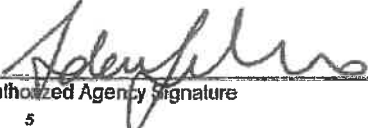
GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

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

 2/24/21  
Authorized Agency Signature Date  
5


For Public Works Information:

7. State of Nevada Business License Information:

a. Is the Lessor a Nevada based business?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. Is the Lessor Exempt from obtaining a Business License? **If Yes, explain....	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
c. Does the Lessor have a current Nevada State Business License? **If No, explain....	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
d. The Lessor 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"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	Domestic	
f. Nevada Business ID Number:	NV20001015286	Exp: 2/28/2021
g. Is the Lessor's Name the same as the Legal Entity Name? **If No, explain....	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
h. 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
i. State of Nevada Vendor number:	T29021097	
j. Is this an Arms Length Transaction (No Conflict of Interest) **If No, explain....	<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

 3/20/21  
Authorized Signature Date  
Public Works Division  
W/k  
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.  
This Summary is for informational purposes only, any changes in contact information will need to be updated by agency, on agency's copy.

For Budget Division Use Only	
Reviewed by:	<i>H/3/2021 BCU</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: 775.684.0514 E: pxsmorra@dwss.nv.gov						
Remarks:	This is a renewal of an existing lease.						
Exceptions/Special notes:	This renewal created a savings of \$14,308.56 in the first year and includes additional parking, clean/replace window blinds, repair/replace ventilation in women's restroom, patch/paint throughout, as requested by the agency.						
2. Name of Lessor:	MEOW, LLC						
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:	2505 Chandler Avenue, Suite 1 Las Vegas, Nevada 89120						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 10,502						
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	Approximate cost per square foot
	\$ 19,579.27	12	\$ 234,951.24	May 1, 2021 - April 31, 2022	\$0.00	\$0.00	\$1.86
0%	\$ 19,579.27	12	\$ 234,951.24	May 1, 2022 - April 31, 2023	\$0.00	\$0.00	\$1.86
3%	\$ 20,166.49	12	\$ 241,997.88	May 1, 2023 - April 31, 2024	\$0.00	\$0.00	\$1.92
0%	\$ 20,166.49	12	\$ 241,997.88	May 1, 2024 - April 31, 2025	\$0.00	\$0.00	\$1.92
3%	\$ 20,771.65	12	\$ 249,259.80	May 1, 2025 - April 31, 2026	\$0.00	\$0.00	\$1.98
c. Total Lease Consideration:	60		\$ 1,203,158.04				
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:	\$2.07						
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 (requires estimated expenses) <input type="checkbox"/> A relocation (requires estimated expenses) <input type="checkbox"/> A new location (requires estimated expenses) <input type="checkbox"/> Remodeling only <input type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00		

RECEIVED

APR - 5 2021

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 X No \_\_\_\_\_ Dec Unit \_\_\_\_\_

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

  
Authorized Agency Signature      03/19/2021  
Date  
77

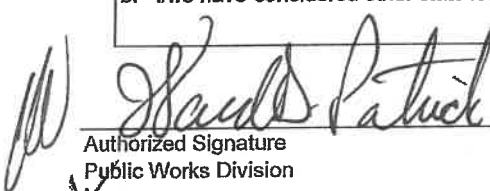
For Public Works Information:

7. State of Nevada Business License Information:

a. Is the Lessor a Nevada based business?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. Is the Lessor Exempt from obtaining a Business License?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
**If Yes, explain....		
c. Does the Lessor have a current Nevada State Business License?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		
d. The Lessor 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"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	Domestic	
f. Nevada Business ID Number:	NV20121177805	Exp: 3/31/2021
g. Is the Lessor's Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain....		
h. Is the Legal Entity active and in good standing with the Nevada Secretary of State's Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
i. State of Nevada Vendor number:	T27033199	
j. Is there a Conflict of Interest (Non Arms Length)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
**If Yes, explain....		

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

4/5/21  
Date

For Board of Examiners      ☒ YES      ☐ NO

Steve Sisolak  
Governor



Laura E. Freed  
Director

Colleen Murphy  
Deputy Director

Ward D. Patrick, PE  
Administrator

Carson City Office:  
515 East Musser Street, Suite 102  
Carson City, Nevada 89701  
Phone: (775) 684-4141

Building & Grounds Section  
Phone: (775) 684-1800

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
**PUBLIC WORKS DIVISION**

Las Vegas Office:  
2300 McLeod Street  
Las Vegas, Nevada 89104  
Phone: (702) 486-5115

Buildings & Grounds Section  
Phone: (702) 486-4300

**MEMORANDUM**

---

Date: April 6, 2021  
To: Bessie Wooldridge, Budget Analyst  
From: Jennifer Zampanti, Public Works Division, Leasing Services  
[jzampanti@admin.nv.gov](mailto:jzampanti@admin.nv.gov)  
Subject: For placement on May's BOE meeting

---

Lessor: MEOW, LLC  
Tenant: Department of Health and Human Services, Division of Welfare and Supportive Services  
Property Location: 2505 Chandler Ave, Ste 1, Las Vegas

This memo is a clarification for a retroactive start date May 1, 2021 for the Lease dated February 4, 2021. This Lease was held in the Leasing office for preparation due to delays in the signatory process.

Leases require signatures from the Lessor (Landlord/Owner), the Tenant (Director and Program Administrator), the Attorney General's Office, and the Lessee (Administrator of the State Public Works Division) prior to submittal and final execution of the Lease at the Board of Examiner's meeting. Each of the signers has their own review process which can cause a delay from the date the Lease is prepared to the transmittal date to the Parties for review. If a review from a Party takes more than two weeks, it will delay the signatory process.

Thank you,

*Jennifer Zampanti*



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**  
**Second Amendment**

1. Agency:	Department of Health and Human Services Division of Health Care Finance and Policy 1100 East William Street, Suite 108 Carson City, Nevada 89701 Lisa Tuttle (775) 684-3727 F: (775) 684-3893 ltuttle@dhecp.nv.gov						
Remarks:	This Second Amendment was written to eliminate the occupation of Suite 215 (consisting of 2,664 square feet) due to budgetary cuts. This created a savings of \$62,880.96 in the first year.						
Exceptions/Special notes:	No change to existing rates.						
2. Name of Lessor:	Valley View 4, LLC						
3. Address of Lessor:	4343 Market Street Riverside, California 92501						
4. Property contact:	Gatski Commercial Real Estate Services 4755 Dean Martin Drive Las Vegas, Nevada 89103 Alicia Russo T: 702.221.8226 F: 702.221.1256 E: alicia@gatskicommercial.com						
5. Address of Lease property:	1210 South Valley View, Suites 104 Las Vegas, Nevada 89102						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 13,126						
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	Approximate cost per square foot
Increase %	\$ 25,822.78	4	\$ 103,291.12	August 1, 2020 - November 30, 2020	\$0.00	\$0.00	\$1.97
3%	\$ 26,597.47	12	\$ 319,169.64	December 1, 2020-November 30, 2021	\$0.00	\$0.00	\$2.03
0%	\$ 26,597.47	12	\$ 319,169.64	December 1, 2021-November 30, 2022	\$0.00	\$0.00	\$2.03
c. Total Lease Consideration:	28		\$ 741,630.40				
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:	Twenty-eight (28) months						
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 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:	\$2.71						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	3158						
6. This lease constitutes:	<input 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 checked="" type="checkbox"/> Other						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00		

**RECEIVED**

APR - 6 2021

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

Suzanne Bierman  
Suzanne Bierman (Mar 2, 2021 08:43 PST)  
Authorized Agency Signature

03/02/2021

Date

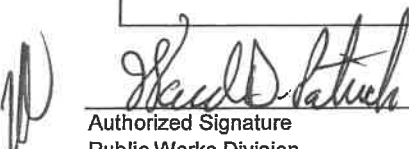
For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20141704703	Exp:	11/30/2020	60
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:	T27029722			
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

4/5/21  
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>Smith</i> 4-1-21
Reviewed by:	
Reviewed by:	

### STATEWIDE LEASE INFORMATION

1. Agency:	Department of Public Safety Nevada Highway Patrol 555 Wright Way Carson City, Nevada 89711 Charlene Boegle T: 775.684.4698 F: 775.684.4809 E: c.boegle@dps.state.nv.us						
Remarks:	This lease was negotiated as a renewal of a current lease.						
Exceptions/Special notes:							
2. Name of Lessor:	Nathan Wood & Yuko Wood						
3. Address of Lessor:	197 Laurel Drive, Carmel Valley, California 93924 P.O. Box 249, Hawthorne, Nevada 89415						
4. Property contact:	Nathan Wood T: 831.760.2940 E: montereybaybuilder@sbcglobal.net						
5. Address of Lease property:	1085 Highway 95 Hawthorne, Nevada 89415						
a. Square Footage:	<input type="checkbox"/> Rentable <input checked="" type="checkbox"/> Usable 882						
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 %	\$ 1,587.60	12	\$ 19,051.20	June 1, 2021 - May 31, 2022	\$0.00	\$0.00	\$1.80
2%	\$ 1,614.06	12	\$ 19,368.72	June 1, 2022 - May 31, 2023	\$0.00	\$0.00	\$1.83
0%	\$ 1,614.06	12	\$ 19,368.72	June 1, 2023 - May 31, 2024	\$0.00	\$0.00	\$1.83
2%	\$ 1,640.52	12	\$ 19,686.24	June 1, 2024 - May 31, 2025	\$0.00	\$0.00	\$1.86
0%	\$ 1,640.52	12	\$ 19,686.24	June 1, 2025 - May 31, 2026	\$0.00	\$0.00	\$1.86
c. Total Lease Consideration:	60		\$ 97,161.12				
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						
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:	Not 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

APR - 1 2021

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      10/19/20  
 Authorized Agency Signature      Date

For Public Works Information:

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20131488614	Exp:	8/31/2021	8
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 type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				<input type="checkbox"/> NO
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				<input type="checkbox"/> NO
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				<input type="checkbox"/> NO
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:	T29005790			<input type="checkbox"/> NO
h. Is this an Arms Length Transaction	<input checked="" type="checkbox"/> YES			

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

David Patrick      3/28/21  
 Authorized Signature      Date  
 Public Works Division

For Board of Examiners      ☒ YES      ☐ NO

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	018	GOVERNOR'S OFFICE - OFFICE OF WORKFORCE INNOVATION	NEVADA DEPARTMENT OF EDUCATION	FEDERAL	\$440,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide a cloud-based platform to connect teachers, students and industry partners to help expose students to science, technology, engineering and mathematics careers through virtual presentations and interactions.				
		Term of Contract:	Upon Approval - 06/30/2021	Contract # 24192		
2.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	RESOLVE UTILITY CONSULTING	FEE: REGULATORY ASSESSMENTS	\$250,000	Professional Service
	Contract Description:	This is a new contract to provide expert witness, full litigation support services and additional services as requested including analyzing comments and testimony, developing strategies, technical support related to legal pleadings.				
		Term of Contract:	Upon Approval - 05/01/2025	Contract # 24156		
3.	040	SECRETARY OF STATE'S OFFICE	CLEAR CHANNEL OUTDOOR, INC.	GENERAL	\$24,203	
	Contract Description:	This is the first amendment to the original contract which provides ongoing digital advertising for Silverflume, Nevada's business portal, on electronic monitors at the baggage claim, mezzanine and LCD walkways at Reno-Tahoe International Airport. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$46,849.29 to \$71,052.57 due to the continued need for these services.				
		Term of Contract:	07/08/2019 - 06/30/2022	Contract # 22211		
4.	040	SECRETARY OF STATE'S OFFICE - HELP AMERICA VOTE ACT ELECTION REFORM	CENTER FOR INTERNET SECURITY	FEDERAL	\$134,390	Sole Source
	Contract Description:	This is the second amendment to the original contract which provides network monitoring, analysis and quarterly reporting on cybersecurity threats to county voter registration databases utilizing previously purchased Albert sensors for 12 rural Nevada counties. This amendment extends the termination date from August 31, 2021 to June 30, 2022 and increases the maximum amount from \$189,360 to \$323,750 due to the continued need for these services.				
		Term of Contract:	05/14/2019 - 06/30/2022	Contract # 21679		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	052	TREASURER'S OFFICE - HIGHER EDUCATION TUITION ADMINISTRATION	EIDE BAILLY, LLP	GENERAL 24% OTHER: LGIP INTEREST EARNINGS AND COLLEGE SAVINGS ENDOWMENT 76%	\$90,790	Professional Service
	Contract Description:	This is a new contract to provide ongoing audit services for the Nevada Prepaid Tuition Plan, Nevada Capital Investment Corporation and the Local Government Investment Pool.				
		Term of Contract:	06/01/2021 - 03/31/2023	Contract # 24132		
6.	070	DEPARTMENT OF ADMINISTRATION - HUMAN RESOURCE MANAGEMENT	KEPRO ACQUISITIONS, INC.	OTHER: ASSESSMENTS	\$401,778	
	Contract Description:	This is the first amendment to the original contract which provides the Employee Assistance Program services including professional assessment, counseling and resources. This amendment extends the termination date from June 30, 2021 to June 30, 2023 and increases the maximum amount from \$401,778 to \$803,556 due to the continued need for these services.				
		Term of Contract:	07/01/2019 - 06/30/2023	Contract # 21921		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ATIS ELEVATOR INSPECTIONS, LLC	OTHER: BUILDING & GROUNDS BUILDING RENTAL INCOME	\$82,228	
	Contract Description:	This is a new contract to provide ongoing third-party elevator inspections for state-owned buildings.				
		Term of Contract:	Upon Approval - 12/17/2024	Contract # 23839		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	RAKEMAN PLUMBING, INC.	OTHER: BUILDING & GROUNDS BUILDING RENTAL INCOME	\$72,820	
	Contract Description:	This is a new contract to provide ongoing plumbing services to state-owned buildings in southern Nevada.				
		Term of Contract:	Upon Approval - 03/30/2025	Contract # 23918		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	CORE CONSTRUCTION SERVICES OF NEVADA, INC.	BONDS 51% OTHER: NEVADA SYSTEM OF HIGHER EDUCATION FUNDS 49%	(\$704,648)	Professional Service
	Contract Description:	This is the third amendment to the original contract which provides Owner Construction Manager at Risk services for the University of Nevada, Reno William N. Pennington Engineering Building CIP project: CIP Project No. 17-C06; SPWD Contract No. 111930. This amendment decreases the maximum amount from \$80,843,126.00 to \$80,138,478.40 due to contract close-out.				
	Term of Contract:	07/10/2018 - 06/30/2022		Contract # 20144		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - VETERANS CIP PROJECTS - NON-EXEC	VAN WOERT BIGOTTI ARCHITECTS	BONDS 30% OTHER: VETERANS 4% FEDERAL 66%	\$66,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Northern Nevada Veterans Home Construction CIP project, which includes processing assistance for certification and licensing: CIP Project No. 15-C77; SPWD Contract No. 113940.				
	Term of Contract:	Upon Approval - 06/30/2021		Contract # 24187		
11.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC.	FEDERAL	\$1,167,439	Exempt
	Contract Description:	This is the fourth amendment to the original contract which provides services to facilitate the review and ranking of applications and processing of grant payment for relief through the Nevada COVID-19 Emergency Small Business Recovery Grant Program. This amendment increases the maximum amount from \$101,000,000 to \$102,167,439 due to the continued need for these services.				
	Term of Contract:	10/13/2020 - 07/31/2021		Contract # 23593		
12.	300	DEPARTMENT OF EDUCATION - OFFICE OF THE SUPERINTENDENT	UNIVERSITY OF UTAH, UTAH EDUCATION POLICY CENTER	FEDERAL	\$100,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide an evaluation of the implementation and the resulting impact associated with access to high-quality instructional material, high-quality professional development and technology capacity made available through Coronavirus Aid, Relief and Economic Security Act funding.				
	Term of Contract:	04/01/2021 - 09/30/2022		Contract # 24138		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	300	DEPARTMENT OF EDUCATION - DATA SYSTEMS MANAGEMENT	INFINITE CAMPUS, INC.	GENERAL 69% FEDERAL 31%	\$2,986,904	Sole Source
	Contract Description:	This is the third amendment to the original contract which provides ongoing operation of the student information system for statewide data collection and data management. This amendment increases the maximum amount from \$6,644,891 to \$9,631,795 due to adding Campus Workflow, Campus Analytics, Campus Learning, and Online Registration Prime modules and related data collection, validation and reporting to the scope of services.				
	Term of Contract:	07/01/2019 - 06/30/2024	Contract # 21594			
14.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - COMMUNICATION ACCESS SERVICES	SPRINT COMMUNICATIONS COMPANY, LP	OTHER: SURCHARGE	\$101,805	
	Contract Description:	This is the first amendment to the original contract which provides Telecommunications Relay and CapTel services for deaf/hard of hearing individuals. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$1,135,150 to \$1,236,955 due to the continued need for these services.				
	Term of Contract:	07/01/2019 - 06/30/2022	Contract # 21810			
15.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SIERRA REGIONAL CENTER	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO UNIVERSITY OF NEVADA, RENO	GENERAL	\$56,424	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing services of a Clinical Psychology Extern to perform counseling and evaluations for individuals served under the supervision of the agency's licensed psychologists.				
	Term of Contract:	07/01/2021 - 06/30/2023	Contract # 24157			
16.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - ADMINISTRATION	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF WELFARE AND SUPPORTIVE SERVICES	FEDERAL	\$115,982,711	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing reimbursement of the federal share of costs associated with administrative activities to implement the Medicaid and Nevada Check Up program for eligibility and maintenance of the eligibility engine.				
	Term of Contract:	07/01/2021 - 06/30/2023	Contract # 23905			



# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - ADMINISTRATION	HEALTH MANAGEMENT SYSTEMS, INC.	GENERAL 25% FEDERAL 75%	\$10,297,356	
	Contract Description:	This is a new contract to provide audit and recovery of inappropriate Medicaid payments in compliance with the Centers for Medicare and Medicaid Services Final Rule and the Medicaid Estate Recovery program.				
		Term of Contract:	Upon Approval - 04/30/2025	Contract # 24150		
18.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - CHECK UP PROGRAM	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	FEDERAL	\$8,281,131	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing reimbursement to the Division for the indirect cost of and Title XXI share of vaccines purchased for Nevada Check Up recipients. This reimbursement ensures uninsured and underinsured children are provided necessary immunizations.				
		Term of Contract:	07/01/2021 - 06/30/2025	Contract # 24023		
19.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	GENERAL 35.3% FEDERAL 64.7%	\$2,171,207	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing assessments for paratransit services for eligible Medicaid recipients for non-emergency transportation services in southern Nevada.				
		Term of Contract:	07/01/2021 - 06/30/2025	Contract # 23982		
20.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID - DIVISION OF WELFARE AND SUPPORTIVE SERVICES	WASHOE COUNTY	OTHER: REVENUE	\$247,730	Exempt
	Contract Description:	This is the first amendment to the original interlocal agreement which provides ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. This amendment increases the maximum amount from \$12,525,019.94 to \$12,772,750.14 due to increased Medicaid administrative services necessary to implement the program.				
		Term of Contract:	07/01/2019 - 06/30/2021	Contract # 22075		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BEHAVIORAL HEALTH ADMINISTRATION	PUBLIC CONSULTING GROUP, LLC	GENERAL 70% OTHER: INDIRECT 30%	\$110,902	Sole Source
	Contract Description:	This is a new contract to provide ongoing cost allocation development, support and reporting.				
		Term of Contract:	Upon Approval - 12/31/2021	Contract # 23457		
22.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	BARKINGFROG, LLC	FEDERAL	\$97,600	Exempt
	Contract Description:	This is a new contract to implement an approved technology investment which provides text message notification for COVID-19 exposure test results.				
		Term of Contract:	01/21/2021 - 06/30/2021	Contract # 23955		
23.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	MONEY MANAGEMENT INTERNATIONAL, INC.	OTHER: EPIDEMIOLOGY AND LABORATORY CAPACITY - COVID-19	\$230,192	
	Contract Description:	This is a new contract to provide ongoing call specialists in response to the increased call volume to the Nevada 2-1-1 Information and Referral Program due to the COVID-19 Pandemic.				
		Term of Contract:	03/16/2021 - 12/31/2021	Contract # 24044		
24.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SUMMIT VIEW YOUTH CENTER	TRE BARNEN, LLC DBA RED STAR FENCE COMPANY	GENERAL	\$65,500	
	Contract Description:	This is a new contract to provide the replacement of approximately 1,145 feet of anti-climb wire fencing.				
		Term of Contract:	05/12/2021 - 06/30/2021	Contract # 24087		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	DESERT BOILERS & CONTROLS, INC.	GENERAL	\$94,265	
		Contract Description:	This is a new contract to provide a replacement hot water boiler system and storage tanks.			
		Term of Contract:	05/12/2021 - 06/30/2021	Contract # 24076		
26.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	SHI INTERNATIONAL CORPORATION	FEDERAL	\$259,385	
		Contract Description:	This is a new service agreement under Master Service Agreement #19222 which provides cloud services. This provides a cloud-based Foster Care database for the Child Welfare program.			
		Term of Contract:	Upon Approval - 06/30/2025	Contract # 24015		
27.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	CONTINENTAL FLOORING COMPANY	GENERAL 70% FEDERAL 30%	\$64,562	
		Contract Description:	This is a new contract to provide new vinyl composite tile in three youth residential homes.			
		Term of Contract:	05/12/2021 - 06/30/2021	Contract # 24086		
28.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP - NON-EXEC	SHAW ENGINEERING, LTD	FEE: SPORTSMEN AND TROUT STAMP REVENUE 50% BONDS 25% FEDERAL 25%	\$75,000	Professional Service
		Contract Description:	This is a new contract to provide ongoing civil engineering services at fish hatcheries and wildlife management areas.			
		Term of Contract:	Upon Approval - 10/31/2022	Contract # 24135		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	UTAH STATE UNIVERSITY	FEE: HERITAGE TAG 83% FEDERAL 17%	\$126,252	Exempt
	Contract Description:	This is a new interlocal agreement to provide data analysis and reporting services to identify the impacts of feral horses and burros on big game in Nevada.				
		Term of Contract:	Upon Approval - 04/15/2022	Contract # 23912		
30.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - FEDERAL PROGRAMS - NON-EXEC	CARPENTER SELLERS DEL GATTO	FEDERAL	\$372,260	
	Contract Description:	This is a new contract to provide architectural and engineering services for phase II of the Ice Age Fossils State Park project.				
		Term of Contract:	Upon Approval - 12/31/2022	Contract # 24102		
31.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - ADMINISTRATION	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS	FEDERAL	\$127,002	Exempt
	Contract Description:	This is a new interlocal agreement to provide use of the OnBase software suite which provides electronic document and records management services.				
		Term of Contract:	Upon Approval - 02/28/2023	Contract # 24112		
32.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - MATERIALS MANAGEMENT AND CORRECTIVE ACTION	SOUTHERN NEVADA HEALTH DISTRICT	FEE: PETROLEUM 10% FEDERAL 90%	\$850,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing underground storage tank tracking, monitoring, site visits, and reporting.				
		Term of Contract:	07/01/2021 - 06/30/2025	Contract # 23974		

# CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
33.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - SAFETY CONSULTATION AND TRAINING	KPS3, INC.	OTHER: WORKERS COMPENSATION ASSESSMENT FUND 67% FEDERAL 33%	\$295,674	
	Contract Description:	This is a new contract to provide a multi-media program for workplace safety and health education information to the general public and business community.				
		Term of Contract:	07/01/2021 - 06/30/2023	Contract # 24020		
34.	810	DEPARTMENT OF MOTOR VEHICLES - FIELD SERVICES	AMERICAN ASSOCIATION OF MOTOR VEHICLES ADMINISTRATORS	HIGHWAY	\$1,086,169	Sole Source
	Contract Description:	The is a new contract to provide ongoing access to various databases and other information systems that department accesses via the clearinghouse.				
		Term of Contract:	07/01/2021 - 06/30/2025	Contract # 24195		
35.	950	PUBLIC EMPLOYEES BENEFIT PROGRAM	CLIFTONLARSONALLEN, LLP	OTHER: STATE SUBSIDY/ PARTICIPANT PREMIUM	\$212,485	
	Contract Description:	This is a new contract to provide financial statement auditing services.				
		Term of Contract:	Upon Approval - 12/31/2024	Contract # 24088		

**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: **24192**Agency Name: **OFFICE OF WORKFORCE INNOVATION**Agency Code: **018**Appropriation Unit: **1004-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA DEPARTMENT OF EDUCATION**Contractor Name: **NEVADA DEPARTMENT OF EDUCATION**Address: **700 E FIFTH STREET**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **MARIA SAUTER 775-687-9248**

Vendor No.:

NV Business ID: **GOVERNMENT 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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **60 days**4. Type of contract: **Interlocal Agreement**Contract description: **NEPRIS**

5. Purpose of contract:

**This is a new interlocal agreement to provide a cloud-based platform to connect teachers, students and industry partners to help expose students to science, technology, engineering and mathematics careers through virtual presentations and interactions.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$440,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Exposure will include direct student engagement with local and global employers. NEPRIS will allow our students to build social capital and expose and connect them with real-world professionals that look like them or have similar life experiences. Through a cloud-based platform, teachers and students will be connected with industry professionals through virtual interaction. Through this interaction, abstract lessons come to life and industry professionals can mentor students on class projects and more. This partnership will allow OWINN to continue building a state and regional workforce and work-based learning ecosystem.

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

OWINN staff member does not have the technical skills to perform the work.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277 - Governmental Agency

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:

MAYITA SANCHEZ, GRANTS & POLICY ANALYST Ph: 702-486-8080

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgassawa	04/06/2021 11:50:59 AM
Division Approval	mhelto1	04/07/2021 07:53:03 AM
Department Approval	tmilazz1	04/07/2021 10:53:40 AM
Contract Manager Approval	ssands	04/07/2021 10:59:00 AM
Budget Analyst Approval	dbaughn	04/09/2021 10:36:28 AM
BOE Agenda Approval	cbrekken	04/13/2021 10:17:26 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: **24156**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1038-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RESOLVE UTILITY CONSULTING**Contractor Name: **RESOLVE UTILITY CONSULTING**Address: **LLC****101 PARK AVE STE 1125  
OKLAHOMA CITY, OK 73102-7216**City/State/Zip: **OKLAHOMA CITY, OK 73102-7216**Contact/Phone: **DAVID J GARRETT 405/249-1050**Vendor No.: **T32004588**NV Business ID: **NV20171053680**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 %</b>	<b>Regulatory Assessments</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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **05/01/2025**Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

**This is a new contract to provide expert witness, full litigation support services and additional services as requested including analyzing comments and testimony, developing strategies, technical support related to legal pleadings.**

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$140.00 per hour maximum

Other basis for payment: Upon presentation of invoice, its review and approval.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

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

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

**Based on this contractor's broad and extensive experience, he can provide assistance and credibility on issues that we cannot cover.**

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 contractor was chosen based on his availability, expertise 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:

Yes, currently under contract #18440 by the Bureau of Consumer Protection Office of the Attorney General and the quality of services provided are satisfactory.

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

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

Not Applicable

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

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:

Paul Stuhff, Sr. DAG Ph: 702-486-3490

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	03/30/2021 15:54:17 PM
Division Approval	hrobinso	03/30/2021 15:54:22 PM
Department Approval	jhoba2	03/31/2021 13:17:25 PM
Contract Manager Approval	hrobinso	04/02/2021 08:14:53 AM
Budget Analyst Approval	hfield	04/12/2021 13:06:13 PM
BOE Agenda Approval	hfield	04/12/2021 13:06:17 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: **22211**Amendment  
Number: **1**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1050-23**Is budget authority  
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity  
Name: **CLEAR CHANNEL OUTDOOR, INC.**Contractor Name: **CLEAR CHANNEL OUTDOOR, INC.**Address: **CLEAR CHANNEL OUTDOOR  
7450 TILGHMAN STREET**City/State/Zip: **ALLENTOWN, PA 18106**Contact/Phone: **BRADEN ZEINER 610-674-6119**Vendor No.: **PUR0004687**NV Business ID: **NV19981236769**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.

<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 **07/08/2019**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2021**Contract term: **2 years and 358 days**4. Type of contract: **Contract**Contract description: **Clear Channel**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing digital advertising for Silverflume, Nevada's Business Portal on electronic monitors at the baggage claim, mezzanine and LCD walkways at Reno-Tahoe International Airport. This amendment extends the termination dated from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$46,849.29 to \$71,052.57 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:	\$46,849.29	\$46,849.29	\$46,849.29	Yes - Info
2. Amount of current amendment (#1):	\$24,203.28	\$24,203.28	\$71,052.57	Yes - Action
3. New maximum contract amount: and/or the termination date of the original contract has changed to:	\$71,052.57 06/30/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Reno-Tahoe International Airport has entered into a contract with Clear Channel Airports to be the sole provider of their advertising. There are no other advertising vendors who are authorized to advertise at the Reno-Tahoe International Airport.**

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

State personnel have neither the expertise nor the contractual ability to advertise through other channels at the Reno-Tahoe International Airport.

9. Were quotes or proposals solicited? No

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shudder	03/12/2021 12:15:25 PM
Division Approval	shudder	03/12/2021 12:15:28 PM
Department Approval	shudder	03/24/2021 13:39:21 PM
Contract Manager Approval	svaldez	03/24/2021 13:39:48 PM
Budget Analyst Approval	hfield	03/31/2021 12:44:11 PM
BOE Agenda Approval	hfield	03/31/2021 12:44:14 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: **21679**Amendment Number: **2**Agency Name: **SECRETARY OF STATE'S OFFICE**Legal Entity Name: **CENTER FOR INTERNET SECURITY**Agency Code: **040**Contractor Name: **CENTER FOR INTERNET SECURITY**Appropriation Unit: **1051-14**Address: **31 TECH VALLEY DR**Is budget authority available?: **Yes**City/State/Zip: **EAST GREENBUSH, NY 12061-4134**

If "No" please explain: Not Applicable

Contact/Phone: **518-266-2088**Vendor No.: **T29041879**NV Business ID: **NV20191219407**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 %
<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 **05/14/2019**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **08/31/2021**Contract term: **3 years and 48 days**4. Type of contract: **Contract**Contract description: **System Monitoring**

5. Purpose of contract:

**This is the second amendment to the original contract which provides network monitoring, analysis and quarterly reporting on cybersecurity threats to county voter registration databases utilizing previously purchased Albert sensors for 12 rural Nevada counties. This amendment extends the termination date from August 31, 2021 to June 30, 2022 and increases the maximum amount from \$189,360 to \$323,750 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:	\$100,080.00	\$100,080.00	\$100,080.00	Yes - Action
a. Amendment 1:	\$89,280.00	\$89,280.00	\$89,280.00	Yes - Action
2. Amount of current amendment (#2):	\$134,390.00	\$134,390.00	\$134,390.00	Yes - Action
3. New maximum contract amount:	\$323,750.00			
and/or the termination date of the original contract has changed to:	06/30/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Monitoring cyber threats is essential to maintaining the integrity of Nevada's voting equipment. 15 of Nevada's 17 counties have already purchased sensors from CIS for the voting machines provided to them by SOS. The CIS sensors allow system monitoring and maintenance against cyber intrusion in the voting machines at no charge to the counties. CIS will provide quarterly reports to the counties and to SOS on their findings. The remaining two counties are currently in the process of procuring sensors from CIS for their voting machines; once purchases are completed the vendor will be able to provide a statewide solution.

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

Only the vendor can perform monitoring and analysis on its sensors.

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 #: 210305**

**Approval Date: 03/09/2021**

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

Only CIS can provide the necessary services.

- 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:

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

shudder

04/02/2021 08:53:12 AM

Division Approval

shudder

04/02/2021 08:53:17 AM

Department Approval	shudder	04/02/2021 08:53:22 AM
Contract Manager Approval	adale	04/02/2021 08:54:53 AM
EITS Approval	daxtel1	04/02/2021 13:06:44 PM
Budget Analyst Approval	hfield	04/12/2021 11:07:38 AM
BOE Agenda Approval	hfield	04/12/2021 11:07:44 AM

## Ashley Griffiths

---

**From:** Tim Horgan  
**Sent:** Friday, March 26, 2021 8:37 AM  
**To:** Debbie Bowman; Sherry Valdez; Ashley Griffiths  
**Cc:** Sheri Hudder  
**Subject:** FW: TIN Completion Memo - SOS - 249 - Albert Sensor CIS Netflow/Intrusion Detection System Monitoring – BA1051

Good morning,

I'm forwarding because none of you were on this email. I'm going to reply thanking them for expediting their review for us. Ashley, do you think there is anything else that you need at this time?

*Tim Horgan*

Chief IT Manager, SOSTek  
Secretary of State, Barbara K. Cegavske  
209 E. Musser Street, Room 104  
Carson City, Nevada 89701  
775.684.5702 Office  
775.720.3216 Cell  
[thorgan@sos.nv.gov](mailto:thorgan@sos.nv.gov)

---

**From:** David Axtell <daxtell@admin.nv.gov>  
**Sent:** Thursday, March 25, 2021 2:53 PM  
**To:** Mark Wlaschin <mwlaschin@sos.nv.gov>; Tim Horgan <thorgan@sos.nv.gov>; Sheri Hudder <shudder@sos.nv.gov>; Scott Anderson <scotta@sos.nv.gov>  
**Cc:** Alan Cunningham <alancunningham@admin.nv.gov>; Timothy Galluzi <tim.galluzi@admin.nv.gov>; Robert W. Dehnhardt <rwdehnhardt@admin.nv.gov>; Jon Mathews <jmathews@admin.nv.gov>; TIR's <TIRs@admin.nv.gov>  
**Subject:** TIN Completion Memo - SOS - 249 - Albert Sensor CIS Netflow/Intrusion Detection System Monitoring – BA1051

We have completed the review of SOS' – Albert Sensor CIS Netflow/Intrusion Detection System Monitoring TIN-249.

The submitted TIN, for an estimated value of \$188,170 this biennium and \$60,520 in the next biennium (100% Federal Grant funding; Federal funding through Homeland Security Grants Program – HSGP) to continue the use of the CIS Netflow/Intrusion Detection System Monitoring and Analysis Service, known as Albert, which provides traditional Intrusion Detection System (IDS) monitoring with Netflow and DNS collection and analysis to provide notification of malicious activity.

This solution helps the Secretary of State monitor election infrastructure that affects over 1.8 million registered voters.

It is expected that this solution will continue to follow all state security standards and policies.

If there are to be any other changes to enterprise services, including: network, firewall, server, Active Directory (AD) integration, telecom etc. please notify EITS as soon as possible to avoid integration delays.

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.

-ax

**David Axtell | State Chief Enterprise Architect**

State of Nevada | Department of Administration | Office of the CIO

T: (775) 684-5824 | E: [daxtell@admin.nv.gov](mailto:daxtell@admin.nv.gov)



Steve Sisolak  
Governor



Deonne E. Contine  
Director

Robin Hager  
Deputy Director

Kevin D. Doty  
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

<b>Purchasing Use Only:</b>	
Approval#:	210305②

**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:		
	<b>State Agency Name:</b> <i>Secretary of State</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Mark Wlaschin</i>	<i>775-684-5720</i>	<i><u>mwaschin@sos.nv.gov</u></i>

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	<i>CIS - Center for Internet Security</i>
	Contact Name:	<i>Kateri Gill</i>
	Complete Address:	<i>31 Tech Valley Drive, East Greenbush, NY 12061</i>
	Telephone Number:	<i>518-880-0779</i>
	Email Address:	<i>Kateri.gill@cisecurity.org</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	No	<i>X</i>
	Amendment:	<i>#2</i>		
	CETS:	<i>#21679</i>		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>9/1/2021</i>	End Date:

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	<i>Sub-grant from NDEM CFDA 97.067</i>
	Other (Explain):	

Purchasing Use Only:

Approval #:

2103050

1g

Total Estimated Value of this Service Contract, Amendment or Purchase:

\$134,390.00

**Provide a description of work/services to be performed or commodity/good to be purchased:**

2

*This amendment will allow a continuation of CIS Netflow/Intrusion Detection System Monitoring and Analysis Service, known as Albert, which provides a near real-time automated process that identifies and alerts on traditional and advanced threats on a network, facilitating rapid response to threats and attacks. The Albert sensor(s) provide traditional Intrusion Detection System (IDS) monitoring, along with netflow and passive DNS collection and analysis. Through its 24/7/365 Security Operations Center (SOC), CIS manages the sensor(s) to identify malicious activity, and, in accordance with escalation procedures prescribed by the partner, provides notification of malicious activity. The use of open source software allows CIS to provide enhanced monitoring capabilities in a more affordable, cost-effective way than a typical commercial IDS/IPS solution.*

**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**

3

*An IDS is only as effective as the signature set running on it. The Albert solution utilizes a unique and targeted signature set to ensure sensors rapidly recognize and alert on potentially malicious traffic occurring on the network. In addition, only the vendor of the IDS can perform monitoring on the IDS. CIS is the only vendor that can provide monitoring on the sensors purchased by the counties (see the response to Question 4 below). CIS is a non-profit organization funded by the federal government and can therefore provide services at a below market rate.*

**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**

4

*The Albert service utilizes commodity hardware (Albert sensors) to help provide a robust offering. All of Nevada's 17 counties have already purchased and installed an Albert sensor from CIS. Only CIS can perform monitoring and analysis on their sensors. We cannot competitively bid for this service because no vendor except CIS can perform the services needed. Additionally, the use of open source software allows CIS to provide enhanced monitoring capabilities in a more affordable, cost-effective way than a typical commercial IDS solution.*

**Were alternative services or commodities evaluated? Check One.**

Yes:

No:

X

a. **If yes**, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.

5

b. **If not**, why were alternatives not evaluated?

*There are no alternatives available for the service that is required. As previously discussed, only CIS can perform the monitoring and analysis service on their sensors. Since all the counties have either purchased an Albert sensor from CIS or are in the process of purchasing an Albert sensor from CIS, there are no alternatives.*

Purchasing Use Only:

Approval #:

210305②

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:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	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 #)		
	5/14/19	8/31/21	\$189,360.00	CIS Netflow/Intrusion Detection	Waiver #191204		
	5/14/19	8/31/20	\$104,640.00	CIS Netflow/Intrusion Detection	Waiver #190301		
			\$				
		\$					
		\$					

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>
	If the service is competitively bid, the only vendor that would provide a bid is CIS because they are the only vendor that can provide the monitoring and analysis service on their sensors. If this waiver request is not approved, then we will not be able to use the grant funding available to the Secretary of State's office from the Division of Emergency Management.

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>
	Based on discussions with CIS and research performed by the Secretary of State's office, it is clear that only CIS can provide the services required.

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:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. If yes, please provide details regarding future obligations or needs.				
	***This is the second amendment to this sole source due to the fact that the SOS was awarded additional subgrant funds from the Division of Emergency Management. If future funding is available, either through a new grant from the Division of Emergency Management or another funding source, to continue this service beyond the initial contract term, the Secretary of State's office will seek to renew/extend its contract with CIS for monitoring and analysis services. If funding is not available beyond the initial contract term, the counties will either have to contract directly with CIS for monitoring and analysis services or discontinue their use of the Albert sensors.				

Purchasing Use Only:

Approval #:

210305 @

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.

Mark Wlaschin

Agency Representative Initiating Request

Mark Wlaschin, Deputy Secretary for Elections

Print Name of Agency Representative Initiating Request

March 8, 2021

Date

Scott Anderson

Signature of Agency Head Authorizing Request

<sup>Chief</sup>  
Scott Anderson, Deputy Secretary of State

Print Name of Agency Head Authorizing Request

3/9/2021  
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.

\*NOTE: Agency must include TIN approval email as an

Name of agency or entity who provided information or review:

attachment in CETS\* @

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 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns, please contact the Purchasing Division at 775-684-0170.

Approved by:

Kevin D. Doty

Administrator, Purchasing Division or Designee

3/30/21

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: **24132**Agency Name: **TREASURER - HIGHER  
EDUCATION TUITION**Agency Code: **052**Appropriation Unit: **1081-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Eide Bailly, LLP**Contractor Name: **Eide Bailly, LLP**Address: **9139 W. Russell Rd., Ste. 200**City/State/Zip: **Las Vegas, NV 89148-1250**Contact/Phone: **Tamara Miramontes 702-726-6224**Vendor No.: **T29026023B**NV Business ID: **NV20201801760**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>24.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>76.00 % LGIP Interest Earnings and College Savings Endowment</b>

Agency Reference #: **C 24132**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2021**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2023**Contract term: **1 year and 303 days**4. Type of contract: **Contract**Contract description: **Audit Services**

5. Purpose of contract:

**This is a new contract to provide ongoing audit services for the Nevada Prepaid Tuition Plan, Nevada Capital Investment Corporation and the Local Government Investment Pool.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,790.00**

Other basis for payment: \$15,370 with 3% increase per year for fiscal year 2022 audit for annual audit of Local Government Investment Pool. \$10,760 with 3% increase per year for fiscal year 2022 audit for annual audit of Nevada Capital Investment Corporation. \$18,600 with 3% increase per year for fiscal year 2022 audit for annual audit of Prepaid Tuition Program.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

State law requires the annual audit of both Nevada Prepaid Tuition Plan and Nevada Capital Investment Corporation. For LGIP, the audits are necessary to provide an independent review to test compliance by state staff with investment statutes and other procedures for the benefit of local governments that are members of LGIP.

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

NRS 353B.180 and 355.285(2) (a) require an independent audit of the Nevada Prepaid Tuition Plan and Nevada Capital Investment Corporation, respectively. This cannot be done independently by State staff.

9. Were quotes or proposals solicited?

**No**

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

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **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?

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 engaged by the Legislative Counsel Bureau and the Treasurer's Office and the 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:

LLP

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	thagan	04/02/2021 13:51:47 PM
Division Approval	thagan	04/02/2021 13:51:50 PM
Department Approval	thagan	04/02/2021 13:51:54 PM
Contract Manager Approval	thagan	04/02/2021 13:51:57 PM
Budget Analyst Approval	cbrekken	04/07/2021 13:02:55 PM
BOE Agenda Approval	cbrekken	04/07/2021 13:02:57 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: **21921**Amendment  
Number: **1**Agency Name: **ADMIN - DIVISION OF HUMAN  
RESOURCE MANAGEMENT**Legal Entity  
Name: **KEPRO Acquisitions, Inc.**Agency Code: **070**Contractor Name: **KEPRO Acquisitions, Inc.**Appropriation Unit: **1363-04**Address: **777 East Park Drive**Is budget authority  
available?: **Yes**City/State/Zip **Harrisburgh, PA 17111**

If "No" please explain: Not Applicable

Contact/Phone: **Susan Baker 800-305-3720**Vendor No.: **T27042823**NV Business ID: **E0496952010-7**To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Assessments</b>

Agency Reference #: **RFP # 08DOA-S551**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/01/2019**  
Examiner's approval?Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2021**  
Termination Date:Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Employee Assistance**

5. Purpose of contract:

**This is the first amendment to the original contract which provides the Employee Assistance Program services including professional assessment, counseling and resources. This amendment extends the termination date from June 30, 2021 to June 30, 2023 and increases the maximum amount from \$401,778 to \$803,556 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:	\$401,778.00	\$401,778.00	\$401,778.00	Yes - Action
2. Amount of current amendment (#1):	\$401,778.00	\$401,778.00	\$401,778.00	Yes - Action
3. New maximum contract amount:	\$803,556.00			
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?

This is required to provide employees with professional assessment, financial, and counseling needs. The option to extend it for an additional 2 years was written into the RFP. We wish to exercise the right to extend the length of the contract.

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 State employees cannot provide.

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 #08DOA-S551, 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: Anticipated re-bid date: 01/01/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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	mgassawa	03/12/2021 11:24:56 AM
Division Approval	mhelto1	04/05/2021 14:46:00 PM
Department Approval	tmilazz1	04/06/2021 11:25:45 AM
Contract Manager Approval	ssands	04/06/2021 11:36:12 AM



Budget Analyst Approval  
BOE Agenda Approval

stilley  
hfield

04/16/2021 17:32:58 PM  
04/19/2021 13:20:39 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23839**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ATIS ELEVATOR INSPECTIONS LLC**Contractor Name: **ATIS ELEVATOR INSPECTIONS LLC**Address: **2127 INNERBELT BUSINESS CTR DR**City/State/Zip: **SAINT LOUIS, MO 63114**Contact/Phone: **Lisa Jobe 855-755-2847**Vendor No.: **T27042506**NV Business ID: **NV2013199458**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 % **X** Other funding **100.00 % Building & Grounds Building Rental Income**Agency Reference #: **ASD 2834697**

2. Contract start date:

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

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/17/2024**Contract term: **3 years and 231 days**4. Type of contract: **Contract**Contract description: **Elevator Inspections**

5. Purpose of contract:

**This is a new contract to provide ongoing third-party elevator inspections for state-owned buildings**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$82,228.50****II. JUSTIFICATION**

7. What conditions require that this work be done?

**It is the requirement of NRC 455C to have a third party inspector when elevator inspections are performed.**

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

**Needs certificates upon completion of inspections**

9. Were quotes or proposals solicited?

**Yes**

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

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**NEIS  
ATIS ELEVATOR  
HKA ELEVATOR CONSULTING**b. Solicitation Waiver: **Not Applicable**

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

This is one of two vendors of the same services and Per SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 12/01/2020 Anticipated re-bid date: 12/01/2024

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:  
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:  
Michael Johnson, Facility Manager Ph: 684-1800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jcru2	04/05/2021 12:33:33 PM
Division Approval	tmilazz1	04/08/2021 15:02:42 PM
Department Approval	tmilazz1	04/08/2021 15:02:44 PM
Contract Manager Approval	ssands	04/08/2021 15:22:17 PM
Budget Analyst Approval	nkephart	04/12/2021 09:59:00 AM
BOE Agenda Approval	tgreenam	04/12/2021 17:56:21 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: **23918**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RAKEMAN PLUMBING, INC.**Contractor Name: **RAKEMAN PLUMBING, INC.**Address: **4075 LOSEE RD**City/State/Zip: **NORTH LAS VEGAS, NV 89030-3301**Contact/Phone: **702-642-8553**Vendor No.: **T80980572**NV Business ID: **NV19901008089**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 % Building &amp; Grounds Building Rental Income</b>

2. Contract start date:

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

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/30/2025**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Plumbing**

5. Purpose of contract:

**This is a new contract to provide ongoing plumbing services to state-owned buildings in southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$72,820.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Buildings and Grounds Section is concerned with the safety, health, and working conditions of all State employees. Its maintenance duties include carpentry, plumbing, electrical work, heating, ventilating, and air conditioning.

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

Lack of manpower and equipment

9. Were quotes or proposals solicited?

Yes

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

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Pentagon Plumbing  
Rakeman Plumbing  
Butter Plumbingb. Solicitation Waiver: **Not Applicable**

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

Currently 3 plumbing vendors under contract, this request is due to Rakeman Plumbing's current contract expiring March 2021.  
This is one of several vendors of the same services and Per SAM 0338.0, each contractor will be contacted to submit bids on projects

d. Last bid date: 01/01/2021 Anticipated re-bid date: 01/01/2024

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:

B&G southern Nevada since 1999 service is satisfactory

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Martin Fisher, Facility Manager Ph: 702-486-4099

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jcru2	03/22/2021 13:51:36 PM
Division Approval	mhelto1	04/05/2021 09:01:51 AM
Department Approval	tmilazz1	04/06/2021 11:26:33 AM
Contract Manager Approval	ssands	04/06/2021 11:31:53 AM
Budget Analyst Approval	nkephart	04/12/2021 10:43:41 AM
BOE Agenda Approval	tgreenam	04/12/2021 17:53:47 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: **20144**Amendment Number: **3**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **CORE CONSTRUCTION SERVICES OF NEVADA, INC.**Agency Code: **082**Contractor Name: **CORE CONSTRUCTION SERVICES OF NEVADA, INC.**Appropriation Unit: **1510-67**Address: **7150 CASCADE VALLEY COURT**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89128**

If "No" please explain: Not Applicable

Contact/Phone: **702-794-0550**Vendor No.: **T81092744**NV Business ID: **NV19861002524**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 %	<b>X</b> Bonds	<b>51.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>49.00 % Nevada System of Higher Education Funds</b>

Agency Reference #: **111930**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2018**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2022**Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **OWNER-CMAR**

5. Purpose of contract:

**This is the third amendment to the original contract which provides Owner Construction Manager at Risk services for the University of Nevada, Reno William N. Pennington Engineering Building CIP project: CIP Project No. 17-C06; SPWD Contract No. 111930. This amendment decreases the maximum amount from \$80,843,126.00 to \$80,138,478.40 due to contract close-out.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$78,850,138.00	\$78,850,138.00	\$78,850,138.00	Yes - Action
a. Amendment 1:	\$1,581,229.00	\$1,581,229.00	\$1,581,229.00	Yes - Action
b. Amendment 2:	\$411,759.00	\$411,759.00	\$411,759.00	Yes - Action
2. Amount of current amendment (#3):	-\$704,647.60	-\$704,647.60	-\$704,647.60	Yes - Action
3. New maximum contract amount:	\$80,138,478.40			

**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 OWNER-CMAR Construction is 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:

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	nmann	04/05/2021 14:32:10 PM
Division Approval	nmann	04/05/2021 14:32:16 PM
Department Approval	nmann	04/05/2021 14:32:21 PM
Contract Manager Approval	lwildes	04/05/2021 14:49:39 PM
Budget Analyst Approval	tgreenam	04/12/2021 17:40:50 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: **24187**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1567-17**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **VAN WOERT BIGOTTI ARCHITECTS**Contractor Name: **VAN WOERT BIGOTTI ARCHITECTS**Address: **1400 S VIRGINIA ST STE C**City/State/Zip: **RENO, NV 89502-2836**Contact/Phone: **775-328-1010**Vendor No.: **T60080600**NV Business ID: **NV19781005709**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 %

**X** Federal Funds **66.00 %** **X** Bonds **30.00 %**Highway Funds 0.00 % **X** Other funding **4.00 % Veterans**

Agency Reference #: 113940

2. Contract start date:

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

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **60 days**4. Type of contract: **Contract**Contract description: **Arch / Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural / engineering services for the Northern Nevada Veterans Home Construction CIP project, which includes processing assistance for certification and licensing: CIP Project No. 15-C77; SPWD Contract No. 113940.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$66,000.00**

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

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**2015 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 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:

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:

Current, Jeff, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	04/05/2021 14:28:24 PM
Division Approval	nmann	04/05/2021 14:28:26 PM
Department Approval	nmann	04/05/2021 14:28:29 PM
Contract Manager Approval	lwildes	04/13/2021 09:27:38 AM
Budget Analyst Approval	nkephart	04/13/2021 10:30:03 AM
BOE Agenda Approval	tgreenam	04/14/2021 08:01:30 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23593**Amendment Number: **4**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: Contingency upon approval of Work Program C54136, which is scheduled to be heard at the April 1, 2021 IFC meeting.

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? **2021-2022**

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 **10/13/2020**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **07/31/2021**Contract term: **291 days**4. Type of contract: **Contract**Contract description: **Program Admin**

5. Purpose of contract:

**This is the fourth amendment to the original contract which provides services to facilitate the review and ranking of applications and processing of grant payment for relief through the Nevada COVID-19 Emergency Small Business Recovery Grant Program. This amendment increases the maximum amount from \$101,000,000 to \$102,167,439 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
a. Amendment 1:	\$31,000,000.00	\$31,000,000.00	\$31,000,000.00	Yes - Action
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$50,000,000.00	\$50,000,000.00	\$50,000,000.00	Yes - Action
2. Amount of current amendment (#4):	\$1,167,439.00	\$1,167,439.00	\$1,167,439.00	Yes - Action
3. New maximum contract amount:	\$102,167,439.00			

**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 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

Icopelan

03/20/2021 13:59:46 PM

Division Approval	l copelan	03/20/2021 13:59:56 PM
Department Approval	l copelan	03/20/2021 14:00:00 PM
Contract Manager Approval	l copelan	03/20/2021 14:00:05 PM
Budget Analyst Approval	stilley	04/16/2021 17:49:34 PM
BOE Agenda Approval	hfield	04/20/2021 10:47:34 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: **24138**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	UNIVERSITY OF UTAH, UTAH EDUCATION POLICY CENTER
Agency Code:	<b>300</b>	Contractor Name:	<b>UNIVERSITY OF UTAH, UTAH EDUCATION POLICY CENTER</b>
Appropriation Unit:	<b>2673-18</b>	Address:	<b>201 PRESIDENTS CIRCLE ROOM 406</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SALT LAKE CITY, UT 84112-9020</b>
If "No" please explain:	Not Applicable	Contact/Phone:	CAROL SWENSON 801-891-2307
		Vendor No.:	T29000319M
		NV Business ID:	GOVT 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.

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 **04/01/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **Yes**

If "Yes", please explain

**The original start date was not met due to a much longer than expected review of the state's contract by the vendor. To avoid this situation in the future, the Department will consider a longer vendor review period when verifying contract start dates. See attached memo.**

3. Termination Date: **09/30/2022**Contract term: **1 year and 182 days**4. Type of contract: **Contract**Contract description: **Evaluations**

5. Purpose of contract:

**This is a new interlocal agreement to provide an evaluation of the implementation and the resulting impact associated with access to high quality instructional material, high quality professional development and technology capacity made available through Coronavirus Aid, Relief and Economic Security Act funding.**

6. NEW CONTRACT

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

Other basis for payment: \$40,000 FY21; \$10,000 per quarter in FY22; \$20,000 for FY23.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In response to the COVID-19 pandemic, the Nevada Department of Education received \$117,000,000 from the GEER funds under the CARES Act. Based on an assessment of state and local needs and in recognition of the important role of districts in maintaining local control of education, the NDE determined that prioritizing infrastructure in three areas was imperative. These three priority areas are:

1. Access to technological capacity
2. Access to high-quality professional development (PD)
3. Access to high-quality instructional materials

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

This is an evaluation of Nevada's Path Forward Plan Responding to Covid-19. An outside source is required to complete this evaluation

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?

Per NRS 277.180 the agency is contracting with the University of Utah, Utah Education Policy Center.

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	bfarra2	03/31/2021 13:32:15 PM
Division Approval	bfarra2	03/31/2021 13:32:19 PM
Department Approval	bfarra2	03/31/2021 13:32:21 PM
Contract Manager Approval	bfarra2	03/31/2021 13:32:24 PM
Budget Analyst Approval	mranki1	04/05/2021 09:55:16 AM
BOE Agenda Approval	cbrekken	04/13/2021 09:54:21 AM
BOE Final Approval	Pending	

Steve Sisolak  
Governor

Jhone M. Ebert  
Superintendent of Public  
Instruction



Southern Nevada Office  
2080 East Flamingo Rd,  
Suite 210  
Las Vegas, Nevada 89119-0811  
(702) 486-6458  
Fax: (702) 486-6450


**STATE OF NEVADA**  
**DEPARTMENT OF EDUCATION**  
700 E. Fifth Street | Carson City, Nevada 89701-5096  
Phone: (775) 687-9200 | [www.doe.nv.gov](http://www.doe.nv.gov) | Fax: (775) 687-9101

March 22, 2021

MEMORANDUM

TO: Susan Brown  
Clerk of the Board of Examiners  
Governor's Finance Office – Budget Division

THROUGH: Catherine Bartlett  
Executive Budget Officer 2, Governor's Finance Office – Budget Division

FROM: Heidi Haartz   
Deputy Superintendent, Business and Support Services

SUBJECT: Request for Retroactive Contract with Utah Education Policy Center (UEPC)

---

This memorandum serves as a request for retroactive approval to April 1, 2021 on a contract with the Utah Education Policy Center (UEPC). The original start date was not met due to a much longer than expected review of the state's contract by the vendor. To avoid this situation in the future, the Department will consider a longer vendor review period when verifying contract start dates. The analysis to be conducted by this vendor will provide the state and the Department with an evaluation of Nevada's *Path Forward Plan: Responding to COVID-19* and should this retroactive request be denied, the project schedule will need to be reconsidered including potentially changing the final report delivery date; shifting delivery dates have potential to impact timely decisions that affect the needs of students, teachers, and administrators. This contract will be retroactive when approved by the Board of Examiners on May 11, 2021.

We appreciate your consideration in this matter.

CC: Jhone M. Ebert, Superintendent of Public Instruction  
CC: Peter Zutz, ADAM Administrator



**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: **21594**Amendment  
Number: **3**Agency Name: **NDE - DEPARTMENT OF  
EDUCATION**Legal Entity  
Name: **INFINITE CAMPUS, INC.**Agency Code: **300**Contractor Name: **INFINITE CAMPUS, INC.**Appropriation Unit: **2716-55**Address: **4321 109TH AVE NE**Is budget authority  
available?: **Yes**City/State/Zip **BLAINE, MN 55449-6794**

If "No" please explain: Not Applicable

Contact/Phone: **SARAH GANGL 651/631-0000**Vendor No.: **T29032839**NV Business ID: **NV20121635586**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>69.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>31.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **300**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/01/2019**  
Examiner's approval?Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2024**  
Termination Date:Contract term: **5 years and 1 day**4. Type of contract: **Contract**Contract description: **SOFTWARE LIC.&MAINT.**

5. Purpose of contract:

**This is the third amendment to the original contract which provides ongoing operation of the student information system for statewide data collection and data management. This amendment increases the maximum amount from \$6,644,891 to \$9,631,795 due to adding Campus Workflow, Campus Analytics, Campus Learning, and Online Registration Prime modules and related data collection, validation and reporting to the scope of services.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$6,102,891.00	\$6,102,891.00	\$6,102,891.00	Yes - Action
a. Amendment 1:	\$527,000.00	\$527,000.00	\$527,000.00	Yes - Action
b. Amendment 2:	\$15,000.00	\$15,000.00	\$15,000.00	Yes - Info
2. Amount of current amendment (#3):	\$2,986,904.00	\$2,986,904.00	\$3,001,904.00	Yes - Action
3. New maximum contract amount:	\$9,631,795.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

According to NRS 385A.800, 385A.810, 385A.820, and 385A.830, the State School Superintendent has the authority to dictate the information systems used to collect and report State required data fields for the Student Accountability Information Network (SAIN). The Superintendent has selected the Infinite Campus product as the State standard. This decision was reaffirmed by the selection, through a competitive bid process performed by Washoe County, Clark County, and the State Public Charter Schools as the student information system that best meets their needs.

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

Infinite Campus is a proprietary software product only available through the vendor. This contract will license a cloud based product that has no impact on the technology resources of the State.

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 #: 181102**

**Approval Date: 11/26/2018**

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

Per to NRS 385A.800,385A.810, 385A.820, and 385A.830

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:

With the Nevada Department of Education from September 22, 2015 to present day. Their work is satisfactory to our needs.

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

04/08/2021 09:30:12 AM

Division Approval	bfarra2	04/08/2021 09:30:17 AM
Department Approval	bfarra2	04/08/2021 09:30:22 AM
Contract Manager Approval	bfarra2	04/08/2021 09:30:27 AM
EITS Approval	daxtel1	04/08/2021 16:09:54 PM
Budget Analyst Approval	mranks1	04/12/2021 10:29:36 AM
BOE Agenda Approval	cbrekken	04/13/2021 16:00:43 PM



**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:** Glenn Meyer, IT Manager, NDE  
Joel Smedes, Contract Manager, NDE  
Peter Zutz, ADAM Administrator, NDE

**CC:** Alan Cunningham, State CIO, EITS, DOA  
Tim Galluzi, Administrator, EITS, DOA

**FROM:** David Axtell, Chief Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo – NDE 157 –Infinite Campus Enhancements –  
BA2673 update a

**DATE:** March 19, 2021

We have completed the review of NDE's – *Infinite Campus Enhancements* – TIN157 update-a.

This update for an estimated cost of \$ 2,866,904 in next biennium (100% Federal CARES Grant funding) is to add four additional modules to the existing Infinite Campus system made available to all Local Education Agencies (L.E.As) that currently run Infinite Campus.

Additionally, some custom development effort is added for student information reports, to identify students' mode of learning to compare with student outcomes, to collect information on digital equity, and to develop data validation tools.

"This suite of tools will greatly improve the functionality of the existing statewide student information system, provide districts with tools to adapt to new learning modes and collect and report new sets of data to improve instruction."

Please coordinate with EITS for any needed integration with state network or security infrastructure.

The Office of Information Security (OIS) is available, upon 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 all state security standards and policies.

If there are to be any changes to enterprise services, including: network, server, telecom etc. please notify EITS as soon as possible.

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.

State of Nevada  
Department of Administration  
  
Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



RECEIVED

NOV - 2 2018

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

Brian Sandoval  
Governor

Patrick Cates  
Director

Jeffrey Haag  
Administrator

**Purchasing Use Only:**

Approval#: 181102

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	<b>State Agency:</b>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Nancy Martineau</i>	<i>(775) 687-9136</i>	<i>nmartineau@doe.nv.gov</i>
	<i>Glenn Meyer</i>	<i>(775) 687-9126</i>	<i>gmeyer@doe.nv.gov</i>

1b	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Infinite Campus, Inc.</i>
	Contact Name:	<i>Sarah Gangl</i>
	Address:	<i>4321 109<sup>th</sup> Ave NE, Blaine, Minnesota 5549-6794</i>
	Telephone Number:	<i>(651) 631-0000</i>
	Email Address:	<i>Sarah.Gangl@infinitecampus.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	<i>X</i>	No
	Amendment:	#		
	CETS:	#		

1e	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>July 1, 2019</i>	End Date:

1f	<b>Funding:</b>	
	State Appropriated:	<i>Full</i>
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	<i>\$6,000,000</i>

2	<p><b>Provide a description of work/services to be performed or commodity/good to be purchased:</b></p> <p><i>To provide the Nevada Department of Education access to the statewide version of the Infinite Campus Student Information System. The system is responsible for the collection and reporting of all public school and student information. The system is used as the primary method for data collection and reporting to the State and Federal Government as well as student enrollment and apportionment of the DSA funds.</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>Per NRS 385A.810 Adoption of uniform program for school districts to collect, maintain and transfer data to system. The board of trustees of each school district shall:</i></p> <ol style="list-style-type: none"> <li><i>1. Adopt and maintain the program prescribed by the Superintendent of Public Instruction pursuant to <u>NRS 385A.820</u> for the collection, maintenance and transfer of data from the records of individual pupils to the automated system of information, including, without limitation, the development of plans for the educational technology which is necessary to adopt and maintain the program;</i></li> <li><i>2. Provide to the Department electronic data concerning pupils as required by the Superintendent of Public Instruction pursuant to <u>NRS 385A.820</u>; and</i></li> <li><i>3. Ensure that an electronic record is maintained in accordance with subsection 3 of <u>NRS 385A.830</u>. (Added to NRS by 1997, 1227; A 2001, 3141; 2003, 19th Special Session, 47; 2005, 1174, 2410, 2546; 2007, 1197, 1959; 2010, 26th Special Session, 38; 2011, 508, 2371, 3083; 2013, 1923, 2697, 3147; 2015, 51, 2402, 3825) — (Substituted in revision for part of NRS 386.650)</i></li> </ol> <p><b>NRS 385A.820 Duties of Superintendent of Public Instruction regarding uniform program for collection, maintenance and transfer of data to system.</b> The Superintendent of Public Instruction shall:</p> <ol style="list-style-type: none"> <li><i>1. Prescribe a uniform program throughout this State for the collection, maintenance and transfer of data that each school district must adopt, which must include standardized software;</i></li> <li><i>2. Prescribe the data to be collected and reported to the Department by each school district and each sponsor of a charter school pursuant to <u>NRS 385A.810</u> and by each university school for profoundly gifted pupils;</i></li> <li><i>3. Prescribe the format for the data;</i></li> <li><i>4. Prescribe the date by which each school district shall report the data to the Department;</i></li> <li><i>5. Prescribe the date by which each charter school shall report the data to the sponsor of the charter school;</i></li> <li><i>6. Prescribe the date by which each university school for profoundly gifted pupils shall report the data to the Department;</i></li> <li><i>7. Prescribe standardized codes for all data elements used within the automated system and all exchanges of data within the automated system, including, without limitation, data concerning:</i> <ol style="list-style-type: none"> <li><i>(a) Individual pupils;</i></li> <li><i>(b) Individual teachers;</i></li> <li><i>(c) Individual schools and school districts; and</i></li> <li><i>(d) Programs and financial information;</i></li> </ol> </li> <li><i>8. Provide technical assistance to each school district to ensure that the data from each public school in the school district, including, without limitation, each charter school and university school for profoundly gifted pupils located within the school district, is compatible with the automated system of information and comparable to the data reported by other school districts; and</i></li> <li><i>9. Provide for the analysis and reporting of the data in the automated system of information.</i></li> </ol> <p><i>As per NRS 385A.820, the Superintendent selected the Infinite Campus product for the Nevada Student Data System (Effective July 1, 2014). This decision was reaffirmed by the selection through a competitive bid process (RFP) performed by Washoe County and Clark County as the student information system would that best meet their needs.</i></p> <p><i>The Infinite Campus product is unique in its architecture differentiating itself fundamentally from other similar products. Each district maintains a version of Infinite Campus and the Department maintains a State Edition of the product which synchronizes selected data elements with the district editions in real time. The State Edition data is then used to populate the SAIN longitudinal data warehouse and used for all state and federal reporting requirements.</i></p>
---	--

**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**

*Infinite Campus is a proprietary software product only available through the vendor. The product is a statewide system that requires the presence of the State Edition to collect and report data from each district edition in Nevada. The system currently consists of 53 district editions that are connected and synchronizing student data to the State.*

*When the software was originally purchased it could not be competitively bid as the three largest school districts in the state had already chosen and implemented Infinite Campus (87% of the total student population). If the state went out to bid and selected another product, Washoe, Clark and the SPCSA would be forced to implement a new system even though they had just selected IC as the best product for their districts. With 87% of the student's information already in Infinite Campus, solicitation for another product is unreasonable from a systems or a fiscal perspective.*

*The Department cannot competitively bid and select any other product and still maintain a statewide system of accountability. District editions of Infinite Campus will not synchronize with any other product. If the Department were to select another vendor, the statewide system would be missing the central repository for data and districts would go back to being independent systems with custom configurations based only on local district needs. The Department would have to contract with another vendor to write code that would extract necessary data from each district and load into the state system. This work would have to be repeated 53 times, once for each district student information system.*

*The Infinite Campus product in Nevada is currently based on a statewide pricing model. Each district pays a per-student licensing fee a per-student hosting fee; and a maintenance fee. The State pays a per-student licensing fee; a per-student hosting fee; and a maintenance fee. Per student licensing fees are dependent on maintaining a State Edition. The portion the State pays for licensing is deducted from the District licensing cost. Currently the State pays \$2/student and the Districts receive a \$2 discount. If the Department were to bid and select another product, all District's pricing would increase. The following table shows the estimated price increases for each district if the State did not use Infinite Campus. The immediate licensing cost increase to our districts would total almost one million dollars.*

District Detail	Qty	Unit Price	Current	New Unit Price	New Total	Increase
Carson City Licensing	8,085	\$4.00	\$32,340	\$6.00	\$48,510.00	\$16,170.00
Churchill Licensing	3,374	\$4.00	\$13,496	\$6.00	\$20,244.00	\$6,748.00
Clark Licensing	324,030	\$4.00	\$1,296,120	\$6.00	\$1,944,180.00	\$648,060.00
Douglas Licensing	5798	\$4.00	\$23,192	\$6.00	\$34,788.00	\$11,596.00
Elko Licensing	9924	\$4.00	\$39,696	\$6.00	\$59,544.00	\$19,848.00



Esmeralda Licensing	73	\$4.00	\$292	\$6.00	<b>\$438.00</b>	\$146.00
Eureka Licensing	291	\$4.00	\$1,164	\$6.00	<b>\$1,746.00</b>	\$582.00
Humboldt Licensing	3573	\$4.00	\$14,292	\$6.00	<b>\$21,438.00</b>	\$7,146.00
Lander Licensing	1027	\$4.00	\$4,108	\$6.00	<b>\$6,162.00</b>	\$2,054.00
Lincoln Licensing	1057	\$4.00	\$4,228	\$6.00	<b>\$6,342.00</b>	\$2,114.00
Lyon Licensing	8927	\$4.00	\$35,708	\$6.00	<b>\$53,562.00</b>	\$17,854.00
Mineral Licensing	565	\$4.00	\$2,260	\$6.00	<b>\$3,390.00</b>	\$1,130.00
Nye Licensing	5337	\$4.00	\$21,348	\$6.00	<b>\$32,022.00</b>	\$10,674.00
Pershing Licensing	667	\$4.00	\$2,668	\$6.00	<b>\$4,002.00</b>	\$1,334.00
SPCSA Licensing	37000	\$4.00	\$148,000	\$6.00	<b>\$222,000.00</b>	\$74,000.00
Storey Licensing	443	\$4.00	\$1,772	\$6.00	<b>\$2,658.00</b>	\$886.00
Washoe Licensing	64240	\$4.00	\$256,960	\$6.00	<b>\$385,440.00</b>	\$128,480.00
White Pine Licensing	1955	\$4.00	\$7,820	\$6.00	<b>\$11,730.00</b>	\$3,910.00
<b>TOTAL INCREASE ACROSS THE STATE</b>						<b>\$ 952,732.00</b>

*If the Department were to select another vendor's product, all districts would have to incur costs to build new systems for the collection and reporting of data to the Department. These cost increases*

	<p>would be in addition to the increases in licensing. Infinite Campus automates much of the State data collection and reporting requirements for Districts and we are continually enhancing the product to increase the level of interoperability this statewide systems offers.</p> <p>Infinite Campus was selected by both Washoe and Clark County School Districts as the best solution on the market for managing students and their data. Infinite Campus is primarily a student information system. It is designed specifically for managing districts, schools and students and the data associated with them. Infinite Campus also has a State Edition which allows for the collection and consolidation of district data into a single data store that is then used for federal and state reporting. However, the product is mainly about students and the management of student data. For the State to competitively bid this system and potentially select a different product than was already determined the best product by our largest school districts would not benefit the State or our students in any way.</p>
--	---

	<table border="1"> <tr> <td>Were alternative services or commodities evaluated? Check One.</td> <td>Yes:</td> <td></td> <td>No:</td> <td>X</td> </tr> </table>	Were alternative services or commodities evaluated? Check One.	Yes:		No:	X
Were alternative services or commodities evaluated? Check One.	Yes:		No:	X		
	<p>a. <u>If yes</u>, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</p>					
	<p>b. <u>If not</u>, why were alternatives not evaluated?</p>					
5	<p><b>Infinite Campus is a proprietary software product only available through the vendor. Per NRS 385A.810 Adoption of uniform program for school districts to collect, maintain and transfer data to system. The board of trustees of each school district shall:</b></p> <p>1. Adopt and maintain the program prescribed by the Superintendent of Public Instruction pursuant to <u>NRS 385A.820</u> for the collection, maintenance and transfer of data from the records of individual pupils to the automated system of information, including, without limitation, the development of plans for the educational technology which is necessary to adopt and maintain the program;</p> <p><i>At the time of original purchase, it was determined that based on NRS 385A.810 the authority to prescribe what system will be used resides with the Superintendent of Public Instruction and that this authority superseded the Solicitation requirement. We were instructed by Purchasing to move forward with a contract based on the Superintendent's authority.</i></p> <p><i>As stated above, this vendor was selected by the State Superintendent of Public Instruction, and reaffirmed by Washoe County and Clark County through the RFP process as the information system that best meets their needs. The SPCSA also adopted Infinite Campus for all their Charter Schools. These three entities make up 87% of the total student population in Nevada. The Department would have no reason to go to bid for a product that is already so widely adopted. Any other choice for a statewide system would force 87% of our student population to migrate to a product not currently in use in their district, by their parents or the students.</i></p>					

6	<p>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers <u>MUST</u> accompany this request.</p> <table border="1"> <tr> <td>Yes:</td> <td>X and (3)(a)</td> <td>No:</td> <td></td> </tr> </table>	Yes:	X and (3)(a)	No:	
Yes:	X and (3)(a)	No:			
	<p>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:</p>				

Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)
7/22/15	9/22/15	\$0.00	Software license and maintenance amendment 1 - Time Extension only	Exempt Per Statute NRS 386.650 (2)(a) and (3)(a)
9/22/2015	6/30/2017	\$3,500,000.00	Software license and maintenance amendment 2 -	Exempt Per Statute NRS 386.650 (2)(a) and (3)(a)
7/1/2017	6/30/2018	\$0.00	Software license and maintenance amendment 3 - Time Extension only	Exempt Per Statute NRS 386.650 (2)(a) and (3)(a)
9/13/17	6/30/18	\$1,115,595.00	Software license and maintenance amendment 4	Exempt Per Statute NRS 386.650 (2)(a) and (3)(a)
7/1/2018	6/30/2019	\$1,120,582.00	New Contract	Sole Source #180606

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<p><i>Infinite Campus is a cloud based, proprietary software product only available through the vendor.</i></p> <ul style="list-style-type: none"> <li><i>A competitive process resulting in the selection of another product would require the state to go through a full system conversion. The costs associated with implementing a new student information system would result in millions of dollars in implementation costs over and above the cost of the product itself. The initial implementation costs for the State Edition of Infinite Campus exceeded \$1 million dollars.</i></li> <li><i>If the State was unable to maintain the State Edition of Infinite Campus, the state would no longer have a fully integrated statewide system. This would result in the need to develop custom data collection routines for each of the public school districts and charter schools. This would be a giant step backwards for Nevada and result in additional costs associated with maintaining multiple custom data collection methods.</i></li> <li><i>Without this product, the Department would not be able to meet State and Federal data collection and reporting requirements for any of our 480,000 students. Student data would no longer synchronize between district and state requiring additional development or new products would have to be purchased to collect and report student data.</i></li> <li><i>The Department would be unable to calculate Average Daily Enrollment and would be unable to make DSA payments to districts and charters.</i></li> <li><i>The Department would not be able to determine the number of students in special populations like Gifted and Talented, English Language Learners, Free and Reduced Lunch or Special Education and could no longer report on those populations.</i></li> <li><i>Districts would be forced to enter into new contracts with Infinite Campus that were not protected by a statewide contract and would be subject to individual price increases. If the state's contract with Infinite Campus does not continue, the Superintendent's decision to utilize Infinite Campus as Nevada's student information system would be moot as the statewide system is dependent on the State Edition.</i></li> <li><i>The Department would need to hire additional resources to maintain the 53 district's data collections and reporting.</i></li> </ul>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<p><i>In 2009 Washoe County initiated a RFP process to replace their district's student information system. Through the competitive bid process, Washoe selected Infinite Campus. In 2014 Clark County</i></p>

*initiated a RFP process to replace their student information system. Clark County, through the competitive bid process, selected Infinite Campus. The State Public Charter School Authority also decided to replace their student information system with Infinite Campus and used Washoe and Clark's RFP results as justification for selecting the Infinite Campus product. Washoe, Clark and the SPCSA make up 87% of the total student population in Nevada. Due to the fact Infinite Campus was the system of choice for almost 90% of our total student population, the decision was made by the Superintendent to make Infinite Campus the statewide system.*

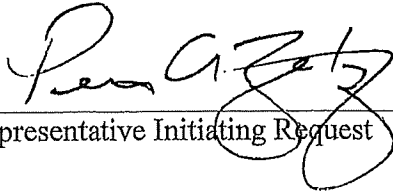
*The RFP process conducted by Washoe and Clark as well as the SPCSA decision to use Infinite Campus and the Superintendent's statewide mandate has solidified the fact that Infinite Campus is the product of choice and the State contract has ensured the state as well as all our schools are getting the product at a fair and reasonable price.*

*Because of the statewide buying power, Nevada has been able to keep the cost of the product at the same level as when we initially purchased and has been successful in negotiating reduced pricing for new add-on products being offered by Infinite Campus.*

*Comparable contracts exist in Kentucky and Hawaii. Kentucky pays slightly more (.67/student) than Nevada but their cost includes an additional Transcript fulfillment application. Hawaii pays slightly less but Hawaii is a single school district so they only have a single district edition and one state edition. Based on these comparisons Nevada is getting comparable pricing from the vendor and the vendor's pricing is comparable in the market.*

	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. <i>If yes, please provide details regarding future obligations or needs.</i> <i>There are no future obligations outside the scope of the current contract. All maintenance, licensing and services are included in the contract and those services would be required in future years (beyond this contract period) as long as the Superintendent of Public Instruction continues to declare Infinite Campus as the system of choice for reporting student information to the Department.</i>				

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



Agency Representative Initiating Request

Peter Zutz, ADAM Administrator

Print Name of Agency Representative Initiating Request

10/29/2018  
Date



Signature of Agency Head Authorizing Request

Steve Canavero, Superintendent of Public Instruction

Print Name of Agency Head Authorizing Request

10.31.18  
Date

PLEASE NOTE: In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada or to assist in our due diligence, State Purchasing may solicit a review of your request from another agency or entity. The signature below indicates another agency or entity has reviewed the information you provided. **This signature does not exempt your agency from any other processes that may be required.**

Name of agency or entity who provided information or review:

Representative Providing Review

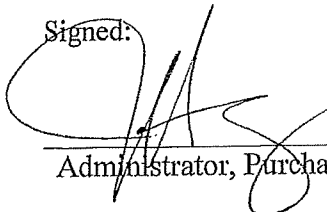
Print Name of Representative Providing Review

Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:



Administrator, Purchasing Division or Designee

11-06-2018  
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: **21810**Amendment  
Number: **1**Agency Name: **DHHS - AGING AND DISABILITY  
SERVICES DIVISION**Legal Entity  
Name: **Sprint Communications Company, LP**Agency Code: **402**Contractor Name: **Sprint Communications Company, LP**Appropriation Unit: **3206-15**Address: **6200 Sprint Parkway**Is budget authority  
available?: **Yes**City/State/Zip **Overland Park, KS 66251**

If "No" please explain: Not Applicable

Contact/Phone: **Chris Smith 913-226-6641**Vendor No.: **PUR0000771**NV Business ID: **NV19881004212**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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Surcharge</b>

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/01/2019**  
Examiner's approval?

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2021**

Termination Date:

Contract term: **3 years**4. Type of contract: **Contract**Contract description: **CapTel Relay Service**

5. Purpose of contract:

**This is the first amendment to the original contract which provides Telecommunications Relay and CapTel services for deaf/hard of hearing individuals. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$1,135,150 to \$1,236,955 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:	\$1,135,150.00	\$1,135,150.00	\$1,135,150.00	Yes - Action
2. Amount of current amendment (#1):	\$101,805.00	\$101,805.00	\$101,805.00	Yes - Action
3. New maximum contract amount:	\$1,236,955.00			
and/or the termination date of the original contract has changed to:	06/30/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Relay and CapTel services are required by statute for deaf/hard of hearing individuals.

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 State employees cannot provide.

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):

Hamilton Telephone Company  
Sprint Communications Company, LP

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #40DHHS-S366, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/17/2018 Anticipated re-bid date: 08/01/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

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

**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 2009 - 2014 and various state 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:

LP

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	03/19/2021 09:25:51 AM
Division Approval	amanocha	03/19/2021 09:25:55 AM
Department Approval	valpers	03/19/2021 13:25:38 PM
Contract Manager Approval	maceved1	03/22/2021 10:50:47 AM
Budget Analyst Approval	jyou23	03/31/2021 16:24:12 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: **24157**

Agency Name:	<b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name:	<b>BOARD OF REGENTS - UNR</b>
Agency Code:	<b>402</b>	Contractor Name:	<b>BOARD OF REGENTS - UNR</b>
Appropriation Unit:	<b>3280-04</b>	Address:	<b>1664 N VIRGINIA STREET</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89557</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>EMILIE LANG 775/682-8701</b>
		Vendor No.:	<b>D35000816</b>
		NV Business ID:	<b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

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 **07/01/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2023**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **UNR Clinical Extern**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing services of a Clinical Psychology Extern to perform counseling and evaluations for individuals served under the supervision of the agency's licensed psychologists.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$56,424.00**

Other basis for payment: As invoiced per Attachment B

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pursuant to NRS 433.344 and 436.123, the Division and its agencies contract with qualified practitioners to deliver necessary services to consumers, This contract will also provide a setting for graduate education to enhance the agency's ability to attract and retain better qualified psychologists.**

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

**Sierra Regional Center has a limited number of Full Time Equivalent (FTE) staff to provide services and use of externs will assist the agency to deliver services in a timely manner and comply with the Centers for Medicare and Medicaid Services (CMS) requirements for eligibility and 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: **Exempt (Per statute)**

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

Interlocal - Exempt  
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?

**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:

2013-Current with ADSD. Satisfactory.

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

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

Not Applicable

15. The contractor is 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	03/31/2021 13:28:36 PM
Division Approval	amanocha	03/31/2021 13:28:41 PM
Department Approval	valpers	04/01/2021 11:10:20 AM
Contract Manager Approval	maceved1	04/01/2021 11:19:45 AM
Budget Analyst Approval	jyou23	04/12/2021 11:07:19 AM
BOE Agenda Approval	bwooldri	04/13/2021 12:07:19 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23905**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3158-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Department of Health Division of Welfare and Supportive Services

Contractor Name: **Department of Health Division of Welfare and Supportive Services**Address: **1470 E. College Parkway**City/State/Zip: **Carson City, NV 89706**

Contact/Phone: Brian Cullen 775-684-0500

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2022-2023**

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 **07/01/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2023**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Eligibility**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing reimbursement of the federal share of costs associated with administrative activities to implement the Medicaid and Nevada Check Up program for eligibility and maintenance of the eligibility engine.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$115,982,711.00**

Other basis for payment: As billed per Attachment A (SFY22 \$56,300,879.00 and SFY23 \$59,681,832.00)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Medicaid eligibility determinations are a critical part to administering the Medicaid program which falls under Title XIX of the Social Security Act. DWSS has the resources necessary to perform these eligibility decisions. This contract allows DHCFP, the "single State agency" for Medicaid, to receive and pass on the federal funds for costs associated with performing certain administrative services for the Medicaid program.

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

State employees do this work. DWSS and DHCFP are responsible for implementing the State Plan under Title XIX pursuant to Title 42 of the Code of Federal Regulations.

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?

**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 2011 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 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	rmayhall	04/01/2021 16:51:52 PM
Division Approval	dmartin3	04/02/2021 10:57:55 AM
Department Approval	valpers	04/02/2021 13:13:53 PM
Contract Manager Approval	dmartin3	04/02/2021 13:58:52 PM
Budget Analyst Approval	bwooldri	04/15/2021 09:35:02 AM
BOE Agenda Approval	bwooldri	04/15/2021 09:52:38 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: **24150**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Health Management Systems, Inc.
Agency Code:	<b>403</b>	Contractor Name:	<b>Health Management Systems, Inc.</b>
Appropriation Unit:	<b>3158-04</b>	Address:	<b>5615 High Point Drive</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Irving, TX 75038</b>
If "No" please explain:	Not Applicable	Contact/Phone:	John Oswald 4023011461
		Vendor No.:	T29032200
		NV Business ID:	NV20091229345

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>25.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>75.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 40DHHS-S1471

2. Contract start date:

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

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2025**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **TPL RAC MER**

5. Purpose of contract:

**This is a new contract to provide audit and recovery of inappropriate Medicaid payments in compliance with the Centers for Medicare and Medicaid Services Final Rule and the Medicaid Estate Recovery program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,297,355.67****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Mandated by Section 1971 of the Social Security Act, 42 CFR 455.500 Subpart F. and 42 CFR 433.36.**

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

**State employees are performing this work but Federal regulations require that each state contract with a Recovery Audit Contractor to perform these functions that will supplement the effort of State employees. Contractor provides a level of expertise that is not available with internal staff. This contract also includes a new MER system (current system antiquated) and improved processes to enhance the state recovery collection efforts.**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):

Eduvitae, LLC  
Quality Healthcare Asset Management  
Health Management Systems. Inc. (HMS)

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #40DHHS-S1251, and in accordance with NRS 333, the selected vendor was the only proposer was determined by an independently appointed evaluation committee.

d. Last bid date: 07/15/2020 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:

DHCFP since 2017 - 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	rmayhall	04/01/2021 14:36:18 PM
Division Approval	dmartin3	04/01/2021 14:37:59 PM
Department Approval	valpers	04/02/2021 10:22:59 AM
Contract Manager Approval	dmartin3	04/06/2021 09:37:12 AM
Budget Analyst Approval	bwooldri	04/20/2021 07:12:20 AM
BOE Agenda Approval	bwooldri	04/20/2021 07:12:24 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: **24023**

Agency Name:	<b>DHHS - HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name:	Department of Health and Division of Public and Behavioral Health
Agency Code:	<b>403</b>	Contractor Name:	<b>Department of Health and Division of Public and Behavioral Health</b>
Appropriation Unit:	<b>3178-14</b>	Address:	<b>4150 Technology Way Ste. 300</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Carson City, NV 89706</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Ronda Miller 775-684-4200
		Vendor No.:	
		NV Business ID:	Governmental Entity

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 05/2021

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: **Immunizations**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing reimbursement to the Division for the indirect cost of and Title XXI share of vaccines purchased for Nevada Check Up recipients. This reimbursement ensures uninsured and underinsured children are provided necessary immunizations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,281,131.44**

Other basis for payment: As invoiced per Attachment A

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The State of Nevada provides health coverage to children who are uninsured or underinsured. Immunizations are included in this health coverage. The Nevada Check Up program is administered by the Division of Health Care Financing and Policy.**

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

**The Division of Public and Behavioral Health is a State agency.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **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?

**Yes** If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Per IDC rate at time of payment

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 - current. Satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
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	03/12/2021 16:19:43 PM
Division Approval	ltuttl1	03/15/2021 10:26:23 AM
Department Approval	valpers	03/18/2021 17:00:46 PM
Contract Manager Approval	ltuttl1	03/19/2021 08:14:08 AM
Budget Analyst Approval	bwooldri	03/30/2021 11:21:30 AM
BOE Agenda Approval	bwooldri	03/30/2021 11:24:05 AM
BOE Final Approval	Pending	



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23982**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3243-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Regional Transportation Commission of Southern Nevada**Contractor Name: **Regional Transportation Commission of Southern Nevada**Address: **600 S. Grand Central Parkway Suite 350**City/State/Zip: **Las Vegas, NV 89106**Contact/Phone: **Dan Howland 702-676-1500**Vendor No.: **T29032694**NV Business ID: **Governmental Entity**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.

<b>X</b>	General Funds	<b>35.30 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>64.70 %</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 05/2021

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: **RTC Assessments**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing assessments for paratransit services for eligible Medicaid recipients for non-emergency transportation services in southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,171,206.56**

Other basis for payment: As invoiced per Attachment A and approved by the State

**II. JUSTIFICATION**

7. What conditions require that this work be done?

42 CFR 431.53 mandate requires provision of necessary non-emergency transportation to and from medical appointments. Completion of ADS Complementary Paratransit Eligibility evaluations will help assess Medicaid recipients' ability to use fixed route services.

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

State employees do not provide these services. The Regional Transportation Commission is responsible for transportation of its passengers and therefore can assess the recipients' ability to use fixed route 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: **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:

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 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:

Kirsten Coulombe, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kpease	03/17/2021 11:38:35 AM
Division Approval	ltuttl1	03/17/2021 12:13:09 PM
Department Approval	valpers	03/18/2021 09:29:09 AM
Contract Manager Approval	dmartin3	03/18/2021 09:47:32 AM
Budget Analyst Approval	bwooldri	03/30/2021 10:27:01 AM
BOE Agenda Approval	bwooldri	03/30/2021 10:27:14 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **22075**Amendment  
Number: **1**Legal Entity  
Name: **Washoe County**Agency Name: **DHHS - HEALTH CARE FINANCING  
& POLICY**Contractor Name: **Washoe County**Agency Code: **403**Address: **350 S. Center Street**Appropriation Unit: **3243-00**Is budget authority  
available?: **Yes**City/State/Zip **Reno, NV 89501**

If "No" please explain: Not Applicable

Contact/Phone: **Steve McBride 775-785-5641**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of  
Examiner's approval? **No** or b. other effective date **07/01/2019**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2021**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **County Match**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement which provides ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. This amendment increases the maximum amount from \$12,525,019.94 to \$12,772,750.14 due to increased Medicaid administrative services necessary to implement the program.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$12,525,019.94	\$12,525,019.94	\$12,525,019.94	Yes - Action
2. Amount of current amendment (#1):	\$247,730.20	\$247,730.20	\$247,730.20	Yes - Action
3. New maximum contract amount:	\$12,772,750.14			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The County Match Program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the County Match Program. DHCFF pays providers and the counties reimburse the State for the non-federal share.

9. Were quotes or proposals solicited? No

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

a. 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:

DHCFF 2017 - current. Satisfactory.

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

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

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
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	kpease	03/16/2021 09:11:52 AM
Division Approval	ltuttl1	03/16/2021 09:18:36 AM
Department Approval	valpers	03/17/2021 12:25:21 PM
Contract Manager Approval	dmartin3	03/18/2021 08:21:15 AM
Budget Analyst Approval	bwooldri	04/01/2021 18:04:19 PM
BOE Agenda Approval	bwooldri	04/01/2021 18:04:23 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: **23457**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>PUBLIC CONSULTING GROUP, LLC.</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>PUBLIC CONSULTING GROUP, LLC.</b>
Appropriation Unit:	<b>3168-04</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, Associate Manager 919-576-2251
		Vendor No.:	T32000898
		NV Business ID:	NV20212025624

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>70.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<b>X</b> Other funding	<b>30.00 % Indirect</b>

Agency Reference #: C17706

2. Contract start date:

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

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2021**Contract term: **244 days**4. Type of contract: **Contract**Contract description: **Cost Allocation**

5. Purpose of contract:

**This is a new contract to provide ongoing cost allocation development, support and reporting.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$110,902.00**

Other basis for payment: Per Attachment AA: Scope of Work and Deliverables; upon receipt of invoice and approval of services.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Centers for Medicare and Medicaid Services' (CMS) requirements. The Division of Public and Behavioral Health requires assistance to maximize federal revenues while complying with all federal regulations. This includes assistance with rate setting and complying with requirements for certified public expenditures. CMS requirements are becoming increasingly stringent, and failure to complete this work correctly and within required time frames could seriously jeopardize federal funding.

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

The work requires individuals with a high level of expertise in federal cost allocation requirements and awareness of best practices for compliance while maximizing federal revenues. Division of Public and Behavioral Health staff does not have the level of expertise required.

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 #: 201206**

**Approval Date: 12/04/2020**

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

PCG owns the proprietary rights to the AlloCAP software used by DPBH and other DHHS Divisions since SFY09.

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:

Provided services for DPBH since 4/2011 - satisfactory  
Aging and Disability Services since 1/2012- satisfactory  
Health Care Financing & Policy since 9/2009 - satisfactory  
Welfare & Supportive Services since 1/2018 - satisfactory  
Child & Family Services since 5/2013 - 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	ttilto1	09/09/2020 14:42:19 PM
Division Approval	kquinter	02/25/2021 08:42:18 AM
Department Approval	valpers	03/08/2021 11:55:22 AM
Contract Manager Approval	rmille8	04/07/2021 11:06:40 AM
EITS Approval	daxtel1	04/07/2021 20:29:24 PM
Budget Analyst Approval	afrantz	04/12/2021 11:31:02 AM

BOE Agenda Approval  
BOE Final Approval

bwooldri  
Pending

04/14/2021 07:51:47 AM

Steve Sisolak  
Governor



Laura E. Freed  
Director  
Colleen Murphy  
Deputy Director  
Alan Cunningham  
State Chief Information Officer

**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:** Brooke Barlow, ASO III - Fiscal Services, DPBH  
Erin Williams, ITM III - OIT Manager, DPBH  
Christina Hadwick, ASO IV - Fiscal, DPBH  
Debi Reynolds, Deputy Administrator – Admin, DPBH

**CC:** Alan Cunningham, State CIO, EITS, DOA  
Tim Galluzi, Administrator, EITS, DOA

**FROM:** David Axtell, Chief Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo – DPBH – 198 – PCG AlloCAP DPBH Cost Allocation SaaS – BA3223

**DATE:** February 23, 2021

We have completed the review of DPBH's – *PCG AlloCAP DPBH Cost Allocation SaaS* – TIN198.

The submitted TIN, for an estimated cost of \$42,176 in this biennium and \$68,726 in the next biennium (75% General Fund BA3168 and 25% Cost Allocation BA3223) is to provide upgrades and maintenance to PCG software currently in use by DPBH.

This upgrade will provide needed subject matter expertise to help DPBH maximize federal revenues while complying with all federal regulations.

It is expected that this solution will follow all state security standards and policies.

If there are to be any changes to enterprise services, including: network, server, telecom etc. please notify EITS as soon as possible.

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.





**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#:	201206 @

**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>	<i>Department of Health and Human Services – Division of Public and Behavioral Health (DPBH)</i>	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Alexa Cooper-Chadwick, BA III, Fiscal Services</i>	<i>775-684-4240</i>	<i>acooperchadwick@health.nv.gov</i>
	<i>Brooke Barlow, ASO III, Fiscal Services</i>	<i>775-684-5859</i>	<i>brbarlow@health.nv.gov</i>
	<i>Ronda Miller, MA III, Contract Unit</i>	<i>775-684-5932</i>	<i>rondamiller@helath.nv.gov</i>

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Public Consulting Group, Inc. (PCG)</i>
	Contact Name:	<i>Kelly Gallagher, Associate Manager</i>
	Complete Address:	<i>148 State Street, 10<sup>th</sup> Floor, Boston, MA 02109</i>
	Telephone Number:	<i>919-576-2251</i>
	Email Address:	

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>	No
	Amendment:	#		
	CETS:	#		

<b>1e</b>	<b>Term:</b>			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>07/01/2020</i>	End Date:

<b>1f</b>	<b>Funding:</b>	
	State Appropriated:	<i>50%</i>
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	<i>50%</i>

Purchasing Use Only:

Approval #:

201206 @

1g

Total Estimated Value of this Service Contract, Amendment or Purchase:

\$212,250

2

Provide a description of work/services to be performed or commodity/good to be purchased:

*It is the intention of the Division of Public and Behavioral Health to request a waiver to continue consultation services with PCG for its Cost Allocation Plan (CAP) and use of the existing web-based system, AlloCAP™. These services provide the ability to receive consultation for inquiries on the system; receive technical assistance; develop custom reports; and receive customized solutions to complex and stringent federal requirements. PCG's AlloCAP™ is a proprietary web-based cost allocation solution that assists in the calculation and reporting of costs in a consistent fashion, and in conformance with 2 CFR Part 200 – Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards. These services provide DPBH the capability to process their cost allocation reporting in a standardized format, using consistent methodologies, and in accordance with generally acceptable accounting principles and federal regulations.*

3

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

*PCG has developed and owns proprietary rights to the AlloCAP software used by every Nevada DHHS division for Medicare/Medicaid billing and other cost allocation activities since SFY09. After the initial development and installation of AlloCAP access-based software for all DHHS divisions, there appeared to no longer be a need for additional support and services from PCG because the system worked properly, and its reports were beneficial to the divisions. However, due to the Health Care Reform (HCR) continually increasing the number of Medicare/Medicaid programs for low income Nevadans, the regulatory tracking and reporting of these expenditures have proven to be a large, strenuous, and complex endeavor. PCG has continued to counsel, strategize, develop and assist DPBH with its cost allocation plan in a manner unique to DPBH's environment, but most importantly – a manner acceptable to the Centers for Medicare & Medicaid Services (CMS). Access to these consultation and software services provides DPBH the ability to standardize its methodologies of tracking and reporting federal funds in a consistent and time efficient manner.*

4

Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:

*The work requires individuals with a high level of expertise in federal cost allocation requirements and an awareness of best practices for compliance while maximizing federal revenues, and DPBH does not have the level, capacity or expertise required. PCG, along with its propriety software AlloCAP™, has built a deep understanding of DPBH's unique environment and challenges and with their knowledge and expertise have provided a technology solution that has allowed a streamlining of business processes for DPBH's cost allocation plan, while maintaining and improving federal and state compliance best practices. Through the utilization of PCG's services, DPBH has had the opportunity make better management decisions and maximize resources in regard to its cost allocation plan. Pathways that have been established with PCG and AlloCAP™ continue to lead to successful outcomes for DPBH's cost allocation activities and goals. The value of continuing these services with PCG for consultation and their web-based software is beneficial.*

Purchasing Use Only:

Approval #:

2012060

Were alternative services or commodities evaluated? Check One.		Yes:		No:	<input checked="" type="checkbox"/>
a. <i>If yes, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.</i>					
<i>If not, why were alternatives not evaluated?</i>					
5	b. <i>DPBH was of the understanding that the existing approved Solicitation Waiver #180303 was in effect until October 31, 2023 or FY24 and covered all continuing business with PCG for cost allocation services. Therefore, no current efforts or plans were in motion to evaluate other alternative cost allocation consulting or technology solution services. Since finding out in October 2020, that the existing solicitation waiver had been rescinded and no longer valid DPBH is of the understanding that a new RFP will be released for these services after January 2021.</i>				

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:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>					
6	Term Start and End Dates		Value	Short Description	Type of Procurement (RFP#, RFQ#, Waiver #)
	11/01/19 06/30/20		\$37,329	Cost Allocation	Waiver #180303
	11/01/18 10/31/19		\$102,276	Ongoing Cost Allocation	Wavier #180303
	6/11/13 6/30/17		\$-56,308	Cost Allocation	Amendment #2 (reduction)
	6/11/13 6/30/17		\$261,350	Cost Allocation	Amendment #1
	6/11/13 6/30/15		\$49,900	Cost Allocation	Informal bid

What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?	
7	<i>This waiver would authorize continued use of AlloCAP™ so that DPBH may finish its reporting for FY20 through December 31, 2021. Without access to these services, DPBH will no longer have access to consultation services and will face a loss of a standardized methodology for processing its cost allocation plan for federal grants/entitlements and billings for administration costs for Medicaid Reimbursement. Denial of this waiver will either deny or significantly delay suitable resources and tools needed by DPBH to comply with The Centers for Medicare &amp; Medicaid Services' stringent requirements for the state's ability to maximize its federal revenues in accordance with all federal regulations.</i>

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	<i>PCG has developed and owns proprietary rights to the AlloCAP software used by every Nevada DHHS division for Medicare/Medicaid billing and other cost allocation activities since SFY09. PCG, along with its propriety software AlloCAP™, has built a deep understanding of DPBH's unique environment and challenges and with their knowledge and expertise have provided a technology solution that has allowed a streamlining of business processes for DPBH's cost allocation plan, while maintaining and improving federal and state compliance best practices.</i>

Purchasing Use Only:

Approval #:

201206 @

	Will this purchase obligate the State to this vendor for future purchases? <i>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i>	Yes:	✓	No:	✓
9	a. <i>If yes, please provide details regarding future obligations or needs.</i> <i>DPBH is requesting this Solicitation Waiver to allow for a new contract with PCG for a shorter time period of services to term December 31, 2021 to accommodate the overlap of the current services and allow for the new RFP Bid Solicitation to be released with an expanded scope of work so all DHHS divisions can use the resulting contract. DPBH will establish a new contract with the selected vendor after the termination of the new requested PCG contract to December 31, 2021. If the new RFP is not awarded prior to December 31, 2021 DPBH may request this extension be extended.</i>				

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

Ronda Miller

Agency Representative Initiating Request

Ronda Miller

Print Name of Agency Representative Initiating Request

12/3/2020

Date

Kelli P. Quintero

Signature of Agency Head Authorizing Request

Kelli P. Quintero - ASO III

Print Name of Agency Head Authorizing Request

12/03/20

Date

Purchasing Use Only:

Approval #:

201206 @

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

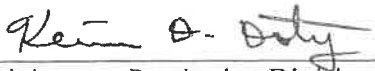
\_\_\_\_\_  
Print Name of Representative Providing Review

\_\_\_\_\_  
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:



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

12/4/2020

\_\_\_\_\_  
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: **23955**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>BarkingFrog, LLC</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>BarkingFrog, LLC</b>
Appropriation Unit:	<b>3219-13</b>	Address:	<b>741 W. Florentia PI</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Seattle, WA 98119</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>Dudley Carr 206-859-3636</b>
		Vendor No.:	<b>T29043851</b>
		NV Business ID:	<b>NV20212029304</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 17771**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/21/2021**Anticipated BOE meeting date **05/2021**Retroactive? **Yes**

If "Yes", please explain

**This is an emergency contract to create a portal to supplement our relationship with the Association of Public Health Laboratories (APHL) and to increase the capabilities of our effectiveness in our public health response to COVID-19. The current public health infrastructure cannot support the current case counts, and this automated, scalable solution will help close the gaps in the current processes.**

3. Termination Date: **06/30/2021**Contract term: **159 days**4. Type of contract: **Contract**Contract description: **COVID Trace Nevada**

5. Purpose of contract:

**This is a new contract to implement an approved technology investment which provides text message notification for COVID-19 exposure test results.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$97,600.00**

Other basis for payment: Attachment CC: Contractor's Response and upon review and approval of invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The current public health infrastructure cannot support the current case counts, and this automated, scalable solution will help close the gaps in the current processes. Additionally, it will help to provide COVID-19 Trace App users information about possible COVID-19 exposures for their own health and wellness.

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

State staff do not have the expertise to provide these services.

9. Were quotes or proposals solicited?

No

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

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

This is an emergency contract approved by Administrator Doty according to NAC 333.114.

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	kquinter	02/25/2021 08:04:44 AM
Division Approval	kquinter	02/25/2021 08:04:48 AM
Department Approval	valpers	03/22/2021 13:40:21 PM
Contract Manager Approval	rmille8	03/22/2021 13:48:48 PM
EITS Approval	daxtel1	03/22/2021 14:40:52 PM
Budget Analyst Approval	afrantz	03/26/2021 11:57:23 AM
BOE Agenda Approval	bwooldri	03/29/2021 08:54:15 AM
BOE Final Approval	Pending	

**From:** Kevin D. Doty <[kddoty@admin.nv.gov](mailto:kddoty@admin.nv.gov)>  
**Sent:** Thursday, January 21, 2021 3:50 PM  
**To:** Kelli Quintero <[kquintero@health.nv.gov](mailto:kquintero@health.nv.gov)>  
**Cc:** DPBH Contract Unit <[contractunit@health.nv.gov](mailto:contractunit@health.nv.gov)>  
**Subject:** Re: COVID-19 Emergency Contract - Dudley Carr

Hi Kelli,

Pursuant to NAC 333.114, you are authorized to proceed with a contract with Dudley Carr for work related to the COVID pandemic without the need for a solicitation. To make sure this contract proceeds smoothly, I suggest you contact EITS to see if any approval from them is required.

Kevin

Sent from my iPhone

On Jan 21, 2021, at 3:32 PM, Kelli Quintero <[kquintero@health.nv.gov](mailto:kquintero@health.nv.gov)> wrote:

Good afternoon Mr. Doty.

I am most respectfully requesting permission to proceed with a new emergency contract with Dudley Carr to respond to the COVID-19 emergency.

We need an emergency contract with Dudley Carr to create a portal to supplement our relationship with the Association of Public Health Laboratories (APHL) and to increase the capabilities of our effectiveness in our public health response to COVID-19.

This Vendor worked directly with partners in exposure notification solutions to create an interface with the server for verification code generation. They have extensive knowledge of exposure notifications and experience developing software solutions compliant with HIPAA and all privacy / data security considerations.

The current public health infrastructure cannot support the current case counts, and this automated, scalable solution will help close the gaps in the current processes.

Thank you for your consideration.

## **Kelli Quintero**

Administrative Services Officer III  
Nevada Department of Health and Human Services  
Division of Public and Behavioral Health | Contracts and Grants  
4150 Technology Way | Carson City, Nevada 89706  
T: (775) 684-4207 | F: (775) 684-4211 | E: [kquintero@health.nv.gov](mailto:kquintero@health.nv.gov)  
[www.dhhs.nv.gov](http://www.dhhs.nv.gov) | <http://dpbh.nv.gov>

Helping People. It's who we are and what we do.

Find help 24/7 by dialing 2-1-1; texting 898-211; or visiting [www.nevada211.org](http://www.nevada211.org)

**NOTICE:** This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.





**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:** Lorraine McMullen, ITP III/OIT IT PM, DHHS  
Erin Williams, OIT ITM III, DHHS  
Sophia Allec, ASO I, DHHS  
Julia Peek, Deputy Administrator, DHHS

**CC:** Alan Cunningham, State CIO, EITS, DOA  
Tim Galluzi, Administrator, EITS, DOA

**FROM:** David Axtell, Chief Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - DHHS – 237 – Automated COVID-19 Result Notifications & EN Verification Codes – BA3219

**DATE:** February 8, 2021

We have completed the review of DHHS' – *Automated COVID-19 Result Notifications & EN Verification Codes* – TIN237.

The submitted TIN, for an estimated cost of \$97,600 in this biennium (100% Federal Grant funded) to create a system to send out automated notifications via text message when COVID-19 test results are available. The system will allow a person who has tested to verify themselves via a web page to see their COVID-19 results. In addition to communicating COVID-19 results, the system will send exposure notification verification codes to individuals who have tested positive after looking up their results via the proposed service.

The proposed cloud-based solution includes multiple infrastructure components from Google as well as Twilio for text message (SMS) interfacing. The solution will also integrate notification with Southern Nevada Health District (SNHD) and other jurisdictions.

It is expected that this solution will follow all state security standards and policies.

If there are to be any changes to enterprise services, including: network, server, telecom etc. please notify

EITS as soon as possible.

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.



DATE: January 29, 2021

## 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 BarkingFrog CETS 23955; Contract C 17771

This memorandum requests that the following contract be approved for a retroactive start.

The following information is required:

- Name of Contractor: **BarkingFrog, LLC**
- Services to be provided: **This contract will provide notification and reporting of COVID-19 test results by sending exposure notification verification codes for positive cases via text message.**
- Funding source and expenditure category: **BA3219- CAT 13**
- Requested start date of work: **January 21, 2021**
- Expected execution date of agreement: **May11, 2021**
- Detailed explanation as to why a retroactive agreement is necessary, including:
  - Reason(s) why the agreement was not submitted timely: **This is an emergency contract in response to the COVID-19 emergency. The current public health infrastructure cannot support the current case counts, and this automated, scalable solution will help close the gaps in the current processes; creates a portal to supplement our relationship with the Association of Public Health Laboratories (APHL); and to increase the capabilities of our effectiveness in our public health response to COVID-19. There was also a delay from the vendor in receiving the required state business license which wasn't obtained by the vendor until March 9, 2021.**
  - Describe the impact to the program/services if this work is not started prior to the execution of the agreement: **Delay in the COVID-19 vaccine tracking application affects the Public Health constituents.**
  - Explain how the program/bureau will prevent future retroactive requests: **This was unavoidable do to the COVID-19 pandemic. The agency is utilizing all resources during this emergency and prioritizing work and contracts as dictated.**

If you have any questions, please contact Kelli Quintero at (775) 684-4207 or [kquintero@health.nv.gov](mailto:kquintero@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: **24044**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>MONEY MANAGEMENT INTERNATIONAL, INC.</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>MONEY MANAGEMENT INTERNATIONAL, INC.</b>
Appropriation Unit:	<b>3219-13</b>	Address:	<b>2650 S. JONES BLVD</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>LAS VEGAS, NV 89146</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>LISA MARTIN 702-364-5856</b>
		Vendor No.:	<b>T27042153</b>
		NV Business ID:	<b>NV20031242278</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2021-2022</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.

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 % EPIDEMIOLOGY AND LABORATORY CAPACITY -COVID-19</b>

Agency Reference #: C 17795

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/16/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **Yes**

If "Yes", please explain

**This contract is in response to the COVID-19 emergency. It is necessary to continue fielding the increased call volume to the Nevada 2-1-1 Information and Referral Program and Nevada Coronavirus Hotline. The Division needed to change funding streams which did not allow us to amend the previous contract before expiring.**

3. Termination Date: **12/31/2021**Contract term: **290 days**4. Type of contract: **Contract**Contract description: **COVID-19 Call Center**

5. Purpose of contract:

**This is a new contract to provide ongoing call specialists in response to the increased call volume to the Nevada 2-1-1 Information and Referral Program due to the COVID-19 Pandemic.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$230,192.22**

Payment for services will be made at the rate of \$22,149.08 per Month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The call volume to Nevada 2-1-1 in response to the COVID-19 pandemic.

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 (MMI) 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?

Per NAC 333.114, 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.

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 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:

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	03/26/2021 14:48:01 PM
Division Approval	kquinter	03/26/2021 14:48:04 PM
Department Approval	valpers	04/01/2021 13:54:27 PM
Contract Manager Approval	rmille8	04/01/2021 14:02:53 PM
Budget Analyst Approval	afrantz	04/07/2021 11:50:20 AM
BOE Agenda Approval	bwooldri	04/13/2021 13:29:39 PM
BOE Final Approval	Pending	



DATE: March 23, 2021

## 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 START DATE OF CONTRACT – Money Management International (CETS # 24044)

This memorandum requests that the following contract be approved for a retroactive start.

The following information is required:

- Name of Vendor: **Money Management International**
- Services to be provided: **This is a new contract to provide ongoing call coverage in response to the COVID-19 Pandemic utilizing the Nevada 2-1-1 call-in center and Nevada's Coronavirus hotline.**
- Funding source and expenditure category: **BA 3219 - CAT 13**
- Requested start date of work: **March 16, 2021**
- Expected execution date of agreement: **May 11, 2021**
- Detailed explanation as to why a retroactive agreement is necessary, including:
  - Reason(s) why the agreement was not submitted timely: **This contract is in response to the COVID-19 emergency. It is necessary to continue fielding the increased call volume to the Nevada 2-1-1 Information and Referral Program and Nevada Coronavirus Hotline. The Division needed to change funding streams which did not allow us to amend the previous contract before expiring.**
  - Describe the impact to the program/services if this work is not started prior to the execution of the agreement: **The State would not be able to respond to Pandemic calls from the citizens of Nevada seeking information and resources related to the COVID-19 emergency.**
  - Explain how the program/bureau will prevent future retroactive requests: **The agency is utilizing all resources during this emergency and prioritizing work and contracts as dictated.**

If you have any questions, please contact Kelli Quintero at (775) 684-4207 or [kquintero@health.nv.gov](mailto:kquintero@health.nv.gov).

cc: Contract Unit  
Division of Public and Behavioral Health

## Aaron Frantz

---

**From:** Kevin D. Doty  
**Sent:** Wednesday, April 07, 2021 10:32 AM  
**To:** Aaron Frantz  
**Cc:** Kelli Quintero  
**Subject:** RE: Emergency Contract for Money Management International

Hi Aaron,

Pursuant to NAC 333.114, in order to respond to the COVID pandemic, DPBH is authorized to proceed with this contract for the COVID call center.

Kevin

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

**From:** Aaron Frantz <afrantz@finance.nv.gov>  
**Sent:** Wednesday, April 07, 2021 9:43 AM  
**To:** Kevin D. Doty <kddoty@admin.nv.gov>  
**Cc:** Kelli Quintero <kquintero@health.nv.gov>  
**Subject:** Emergency Contract for Money Management International

Good morning Kevin,

DPBH has submitted a new contract for their Nevada 211 call center. The attached approval was used for the previous contract which has expired. If you feel this contract still meets the requirements for an emergency contract, please reapprove. Thanks.

Thanks, Aaron

**Aaron Frantz, Executive Branch Budget Officer I**  
**Governor's Finance Office – Budget Division**  
**(P) 775-684-0167**  
**(F) 775-684-0260**  
[afrantz@finance.nv.gov](mailto:afrantz@finance.nv.gov)

*On October 15 the Agency Request (A01) budget became a public document and may be discussed with the public as appropriate. However, the Governor's Recommended budget request remains confidential per statute until published in mid-January 2021. Communications regarding the G01 Adjusted Base budget (B000, M100, M150 and M151) must be shared among the agencies, Executive Budget Office, and the Legislative Counsel Bureau. **The G01 enhancement decision units are not part of the Adjusted Base budget and any changes to enhancements made in G01 are to remain***

**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: **24087**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3148-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TRE BARNEN,LLC DBA RED STAR FENCE COMPANY**Contractor Name: **TRE BARNEN,LLC DBA RED STAR FENCE COMPANY**Address: **RED STAR FENCE COMPANY  
4755 W DEWEY DR**City/State/Zip: **LAS VEGAS, NV 89118-2244**Contact/Phone: **Jelindo Tiberti II 702/733-7827**Vendor No.: **T27034022**NV Business ID: **NV20091247702**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 **05/12/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **49 days**4. Type of contract: **Contract**Contract description: **Fencing Replacement**

5. Purpose of contract:

**This is a new contract to provide the replacement of approximately 1,145 feet of anti-climb wire fencing.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$65,500.00**

Other basis for payment: \$25,000 for Materials; \$33,000 for Labor; \$7,500 for Equipment, Dumpsters and Shop Drawings

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The existing anti-climb wire has been repaired numerous times because of its age and oxidation. Its deterioration has now become a safety and security concern. Youth can, and have, torn it down, used it as a weapon and could try to climb over the fence. If the youth climb the fence, they could get caught in the razor wire or fall which could cause injury. This is a deferred maintenance project: Exterior Fence knuckle wire - campus wide.

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

Installing a new style of fencing is a specialized process. The Division employees are not trained and lack the equipment to properly install the new fencing.

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):



Budget Fence  
Tholl Fence Inc.  
General Fence  
American Fence Company

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP SVYC21-01 and in accordance with NRS 333, the selected vendor was the only vendor to properly and timely submit a proposal. The proposal was reviewed and accepted by the independently appointed evaluation committee.

d. Last bid date: 02/11/2021 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

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

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

The vendor has been under contract with the Division in the past. 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 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:

Corrina Church, Admin Services Officer Ph: 702-668-4758

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	03/18/2021 15:27:48 PM
Division Approval	knielsen	03/24/2021 17:54:15 PM
Department Approval	valpers	03/31/2021 16:23:06 PM
Contract Manager Approval	sknigge	04/01/2021 11:30:43 AM
Budget Analyst Approval	jyou23	04/12/2021 10:37:05 AM
BOE Agenda Approval	bwooldri	04/13/2021 10:20:19 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: **24076**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3179-95**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DESERT BOILERS & CONTROLS, INC.**Contractor Name: **DESERT BOILERS & CONTROLS, INC.**Address: **305 W SAINT LOUIS AVE**City/State/Zip: **LAS VEGAS, NV 89102**Contact/Phone: **John Manley 702/631-7780**Vendor No.: **T81025013**NV Business ID: **NV19971189711**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 **05/12/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **49 days**4. Type of contract: **Contract**Contract description: **Boiler Replacement**

5. Purpose of contract:

**This is a new contract to provide a replacement hot water boiler system and storage tanks.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$94,265.47**

Payment for services will be made at the rate of \$94,265.47 per Entire Project

Other basis for payment: Cost includes all labor, materials, freight and supervision

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is a previously approved Deferred Maintenance project to replace the boiler system that services the multi-purpose building which houses the commercial kitchen, commercial laundry equipment and the maintenance shop.**

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

**The Division does not have staff with the expertise or equipment necessary to do 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):

ACR Mechanical  
R.F. MacDonald Co.  
Lawyer Mechanical  
Desert Boilers & Controls, Inc.  
Snyder Mechanical

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP JJ21-02 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: 01/21/2021 Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

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

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

The vendor has been under contract with the Division at different times since 2014. 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:

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:

Sheryl Johnson, Admin Services Officer I Ph: 775-728-8200

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dander16	03/16/2021 10:46:32 AM
Division Approval	knielsen	03/19/2021 13:45:10 PM
Department Approval	valpers	03/24/2021 17:06:18 PM
Contract Manager Approval	sknigge	03/25/2021 08:54:56 AM
Budget Analyst Approval	jyou23	04/12/2021 10:18:13 AM
BOE Agenda Approval	bwooldri	04/13/2021 10:19:54 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24015**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	SHI International Corporation
Agency Code:	<b>409</b>	Contractor Name:	<b>SHI International Corporation</b>
Appropriation Unit:	<b>3229-44</b>	Address:	<b>290 Davidson Avenue</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Somerset, NJ 08873</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Nick Grappone 732-564-8189
		Vendor No.:	PUR0001595
		NV Business ID:	NV20131129294

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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years and 61 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **Foster Care Database**

5. Purpose of contract:

**This is a new service agreement under Master Service Agreement #19222 which provides cloud services. This provides a cloud-based Foster Care database for the Child Welfare program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$259,385.00**

Payment for services will be made at the rate of \$62,000.00 per One Time (FY22)

Other basis for payment: Amounts are payable prior to the beginning of the fiscal year: \$63,860 Year 2 (FY23); \$65,775 Year 3 (FY24) and \$67,750 Year 4 (FY25)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The establishment of a foster care database will provide an online portal for applicants to upload or complete documents and see in real-time where they are in the process and what is outstanding. It will also provide Division staff with a dashboard for each applicant to better assist them in the process. The database will also allow for reporting to show recruiting success over time, status changes in homes or how many children are placed away from their community of origin.**

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

**No Division staff have the expertise to create such a database.**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?

State Purchasing provided several permissive Statewide contracts to allow for the purchase of Cloud Services (Software-as-a-Service [SaaS], Platform-as-a-Service [PaaS], and Infrastructure-as-a-Service [IaaS]) from contracted vendors and their fulfillment partners.

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:

Vendor is currently under contract through the Purchasing 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 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:

Maria Hickey, Social Services Program Specialist 3 Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hbugg	03/29/2021 15:38:31 PM
Division Approval	hbugg	03/29/2021 15:38:34 PM
Department Approval	valpers	04/02/2021 12:33:19 PM
Contract Manager Approval	sknigge	04/06/2021 12:36:41 PM
EITS Approval	daxtel1	04/06/2021 22:01:43 PM
Budget Analyst Approval	jyou23	04/12/2021 11:51:25 AM
BOE Agenda Approval	bwooldri	04/13/2021 10:36:54 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:** Maria Y. Hickey, Social Services Program Specialist III, DCFS  
Srinivas Bokka, IT Manager II, DCFS  
Katrina Nielsen, DCFS Administrative Services Officer 4, DCFS  
Mandi Davis, DCFS - Deputy Administrator – Admin Services, DCFS

**CC:** Alan Cunningham, State CIO, EITS, DOA  
Tim Galluzi, Administrator, EITS, DOA

**FROM:** David Axtell, Chief Enterprise Architect, EITS, DOA

**SUBJECT:** TIN Completion Memo - DCFS - 232 - BINTI – Foster Care Database – BA3229

**DATE:** February 23, 2021

We have completed the review of DCFS' – *BINTI – Foster Care Database* – TIN232.

The submitted TIN, for an estimated cost of \$62,000 in this biennium and \$129,635 in the next biennium (100% Federal Grant funded) is to implement a platform for managing foster care.

The high-level features expected in this platform are:

- 1) Online applicant portal helps recruit and approve more families more quickly.
- 2) Staff portal and dashboard helps agency workers track applicant licensing and save time.
- 3) Robust reporting allows for tracking of status.
- 4) Unique customer support for families and staff.

DCFS' targeted solution is Binti's Foster Care Database is a Commercial Off The Shelf (COTS) solution that provides families and staff with a user-friendly, modern, mobile online platform to complete and track the licensure process for potential and current foster care families.

It is expected that this solution will follow all state security standards and policies.

If there are to be any changes to enterprise services, including: network, server, telecom etc. please notify EITS as soon as possible.

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: **24086**

Agency Name:	<b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	Continental Flooring Company
Agency Code:	<b>409</b>	Contractor Name:	<b>Continental Flooring Company</b>
Appropriation Unit:	<b>3646-07</b>	Address:	<b>9319 North 94th Way, Ste. 1000</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Scottsdale, AZ 85258</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Steven Witkowski 480-949-5809
		Vendor No.:	T29044041
		NV Business ID:	NV19921045223

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>70.00 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>30.00 %</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 **05/12/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **49 days**4. Type of contract: **Contract**Contract description: **Flooring Replacement**

5. Purpose of contract:

**This is a new contract to provide new vinyl composite tile in three youth residential homes.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$64,562.00**

Other basis for payment: As detailed in Section 6, Consideration

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Due to wear and tear, the condition of the current flooring is not up to safe standards and is hazardous to residents and staff.**

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

**No employees or State agencies have the ability to perform the work.**

9. Were quotes or proposals solicited?

Yes

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

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

**ProSpectra Contract Flooring  
 Flooring Solutions of NV  
 Vision Flooring  
 Continental Flooring Company  
 Vegas Flooring Outlet**



b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP SNCAS21-01 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: 01/26/2021 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:

Rick Rassier, Admin Services Officer 3 Ph: 702-486-4335

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	03/16/2021 16:39:05 PM
Division Approval	hbugg	03/29/2021 15:10:33 PM
Department Approval	valpers	03/31/2021 16:00:23 PM
Contract Manager Approval	sknigge	04/01/2021 11:50:55 AM
Budget Analyst Approval	jyou23	04/12/2021 11:13:46 AM
BOE Agenda Approval	bwooldri	04/13/2021 10:20:46 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: **24135**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **1511-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SHAW ENGINEERING, LTD**Contractor Name: **SHAW ENGINEERING, LTD**Address: **20 VINE ST**City/State/Zip: **RENO, NV 89503-5520**Contact/Phone: **STEVE BRIGMAN 775/329-5559**Vendor No.: **T27036374**NV Business ID: **NV19951060977**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 %	<b>X</b>	Fees	<b>50.00 %</b>	<b>SPORTSMEN AND TROUT STAMP REVENUE</b>
<b>X</b> Federal Funds	<b>25.00 %</b>	<b>X</b>	Bonds	<b>25.00 %</b>	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: **21-23**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **10/31/2022**Contract term: **1 year and 183 days**4. Type of contract: **Contract**Contract description: **Civil Engineering**

5. Purpose of contract:

**This is a new contract to provide ongoing civil engineering services at fish hatcheries and wildlife management areas.**

6. NEW CONTRACT

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

7. What conditions require that this work be done?

**Production and domestic water development projects.**

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

**Engineering staff does not have the expertise or significant experience with water development projects.**

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?

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, NDOW has previously been under contract with this vendor, and service was satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

RODD LIGHTHOUSE, SUPERVISING PE Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	03/29/2021 15:33:30 PM
Division Approval	jneubau2	03/30/2021 10:30:51 AM
Department Approval	bvale1	03/30/2021 18:02:06 PM
Contract Manager Approval	btait	04/05/2021 16:14:04 PM
Budget Analyst Approval	mlynn	04/12/2021 16:29:51 PM
BOE Agenda Approval	cbrekken	04/13/2021 10:32:53 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23912**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4464-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **UTAH STATE UNIVERSITY**Contractor Name: **UTAH STATE UNIVERSITY**Address: **5230 OLD MAIN HILL**City/State/Zip: **LOGAN, UT 84322-5230**Contact/Phone: **DAVID STONER 435-797-9147**Vendor No.: **T81036032 B**NV Business ID: **GOVERNMENTAL ENTITY**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>83.00 % HERITAGE TAG</b>
<b>X</b> Federal Funds	<b>17.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **21-15**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/15/2022**Contract term: **1 year and 44 days**4. Type of contract: **Interlocal Agreement**Contract description: **Feral equids/burros**

5. Purpose of contract:

**This is a new interlocal agreement to provide data analysis and reporting services to identify the impacts of feral horses and burros on big game in Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$126,252.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The feral horse and burro population in Nevada is over 4 times the allowable limit (as of March 2019) according to the Bureau of Land Management website. This research project is critical for understanding the impact of feral horses and burros on wildlife populations in the state including mule deer and pronghorn. Furthermore this research will provide statistical tools to help in crucial decision making protocols for how and when to prioritize feral horse gathers in coordination with BLM future projects.

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

This work will require a level of technical expertise in remote sensing and geo-spatial statistics that far exceed the capacity and training of State employees. Additionally, an independent researcher will help to remove any potential bias in the analysis and provide a quantitative perspective that will help further collaboration between the state of Nevada and partnering agencies.

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?

N/A

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

17.5%

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:

CODY SCHROEDER, WILDLIFE STAFF SPECIALIST Ph: 775-688-1659

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	01/28/2021 15:24:17 PM
Division Approval	bvale1	01/28/2021 15:24:19 PM
Department Approval	bvale1	01/28/2021 15:24:22 PM
Contract Manager Approval	btait	04/06/2021 13:22:10 PM
Budget Analyst Approval	mlynn	04/12/2021 14:13:06 PM
BOE Agenda Approval	cbrekken	04/13/2021 10:27:58 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: **24102**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4103-39**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CARPENTER SELLERS DEL GATTO**Contractor Name: **CARPENTER SELLERS DEL GATTO**Address: **ARCHITECTS PC****8882 SPANISH RIDGE AVE**City/State/Zip: **LAS VEGAS, NV 89148-1303**Contact/Phone: **MICHAEL DEL GATTO 702/251-8896**Vendor No.: **T80997582**NV Business ID: **NV19871041301**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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2022**Contract term: **1 year and 244 days**4. Type of contract: **Contract**Contract description: **Professional service**

5. Purpose of contract:

**This is a new contract to provide architectural and engineering services for phase II of the Ice Age Fossils State Park project.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$372,260.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**This contractor will be providing architectural and engineering service to Ice Age Fossils State Park**

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

**Nevada State Park employees do not have the expertise or time to complete this project**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):

Wood Dodgers  
Tsk Architects  
Stanteck  
Stanton Southwick  
RAFI Architecture  
Lumos & Associates  
LGA Architecture  
Kimley Horn  
J-U-B Engineers  
JMA Architecture Studios  
CFA, Inc  
Cardno  
Assemblage Studio  
Ward Young Architects

b. Solicitation Waiver: **Not Applicable**

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

This vendor was ranked the highest by the 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?

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

2009 - Nevada State Parks - provided satisfactory work was completed

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:

Dana Dapolito, Park & Recreation Prg Mgr Ph: 775-684-2740

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	04/06/2021 08:34:12 AM
Division Approval	kcopelan	04/06/2021 08:34:15 AM
Department Approval	kcopelan	04/06/2021 08:34:18 AM

Contract Manager Approval	kcopelan	04/06/2021 08:34:20 AM
Budget Analyst Approval	rjacob3	04/08/2021 07:40:53 AM
BOE Agenda Approval	cbrekken	04/08/2021 13:51:29 PM
BOE Final Approval	Pending	



## Kimberly A. Copeland

---

**From:** Dana Dapolito  
**Sent:** Tuesday, March 23, 2021 7:40 AM  
**To:** Kimberly A. Copeland  
**Cc:** Jennifer Idema; Janice Keillor  
**Subject:** Fw: REVISED - Proposal - Ice Age Fossils Park  
**Attachments:** 210322\_REVISED Proposal\_NSP Ice Age Fossils Park COMBINED.pdf

Hi, Kim.

Checking in on this to confirm you have everything you need. I am not scheduled in the office until 11:30 this morning but am five minutes away if I am required.

Let me know if you need anything from me.

Best,

Dana

---

**From:** Dana Dapolito <ddapolito@parks.nv.gov>  
**Sent:** Monday, March 22, 2021 5:12 PM  
**To:** Mike Del Gatto <MDelGatto@csdarchitecture.com>; Kimberly A. Copeland <Copeland@parks.nv.gov>  
**Cc:** Janice Keillor <jkeillor@parks.nv.gov>; Jennifer Idema <jidema@parks.nv.gov>; Garrett R. Fehner <grfehner@parks.nv.gov>; Dawn Reynoso <dreynoso@parks.nv.gov>  
**Subject:** Re: REVISED - Proposal - Ice Age Fossils Park


Hi, Mike.

Thank you for the revisions.

Kim, per conversation, attached please find the scope and fees for the IAFSP Phase II contract.

The contract should be written for a not to exceed amount of \$372,260.

This includes the following items in the fee proposal:

- 
- Base scope of services (schematic design through construction closeout: \$318,500
  - Artistic treatment of trench at Visitor Center: \$13,460
  - Boardwalk structure platform: \$18,650
  - Shade structures along trails: \$16,650
  - Reimbursables: \$5,000

As discussed, if we can get the contract to Mike DelGatto at CSDA for signature prior to 10a tomorrow, that will allow us optimal time to route it for state signatures in preparation for our Wednesday 24 March deadline for BOE submittal.

I am available this evening and tomorrow to answer any questions and/or assist with routing.

Best,

Dana

---

**From:** Mike Del Gatto <MDelGatto@csdarchitecture.com>

**Sent:** Monday, March 22, 2021 3:38 PM

**To:** Dana Dapolito <ddapolito@parks.nv.gov>

**Subject:** REVISED - Proposal - Ice Age Fossils Park

Dana,

Please find the revised proposal that I believe is consistent with our conversation. I corrected the typo on fee table for the Trench K Trailhead and the artistic treatment of the trench at VC entry. I also added printing costs and an allowance for reimbursables of \$5,000. I will watch for the contract tomorrow. Have a great evening and thank you again for the opportunity.

Thank You,

**Mike Del Gatto, AIA, LEED AP**

Principal

**CARPENTER SELLERS DEL GATTO ARCHITECTS**

**AIA Western Mountain Region Architecture Firm of the Year – 2019**

**NAIOP Southern Nevada Architecture Firm of the Year – 2019**

**Zweig Group – Top 3 US and Canada - Best Architecture Firms to Work For - 2020**

P 702.251.8896 ext 127

[www.csdarchitecture.com](http://www.csdarchitecture.com)





PRINCIPALS

W. RICK SELLERS, AIA

MICHAEL A. DEL GATTO, AIA, LEED AP

MICHELE K. BRIGIDA, AIA, LEED AP BD+C

PRINCIPAL EMERITUS

STEVEN R. CARPENTER, AIA, RETIRED

## PROPOSAL FOR ARCHITECTURAL SERVICES

March 22, 2021

*Revised March 22, 2021*

Dana A. Dapolito  
Program Manager, Park Planning  
Department of Conservation and Natural Resources  
Nevada Division of State Parks  
901 S. Stewart St., Suite 2003  
Carson City, NV 89701

**RE: Nevada Department of State Parks - Ice Age Fossils State Park Phase II - Fee Proposal**

Dear Dana,

Carpenter Sellers Del Gatto Architects (CSD) a Nevada Corporation, is pleased to provide this proposal for Architectural Services on your project. CSD and their consultants are referred to collectively as the design team herein. We appreciate your selection of our firm and look forward to the opportunity to work with you. We are basing this proposal on the information you have provided in the RFQ dated January 21, 2021, our recent correspondence and telephone and video conversations to identify and clarify the scope of work. The scope of work as outlined in this proposal is our understanding of the resulting requested scope of work of this project.

### **Scope of Work**

The project site is comprised of approximately 40 acres, within the 157.55-acre parcel (APN 12407101001). Nevada Department of State Parks (NDSP), also noted herein as the client, has recently completed Phase I of the Development, which includes a new visitors center, parking lot, restroom facilities, and trailheads. The scope of work of Phase II of Ice Age Fossils State Park (IAFSP) is outlined herein. At this time, the client has not established a final budget for this project. The directive is that design team prepare the Schematic Design based on the owner's program.

Per the request of the Client, the scope of work for this project is divided into a base scope of work and a series of additive alternates. Schematic Design Phase services for each of the alternates is included in the scope of work and therefore the associated fees of the base scope of work, with the notable exception of the interpretive planning and design and relief map alternates. The Schematic Design for interpretive

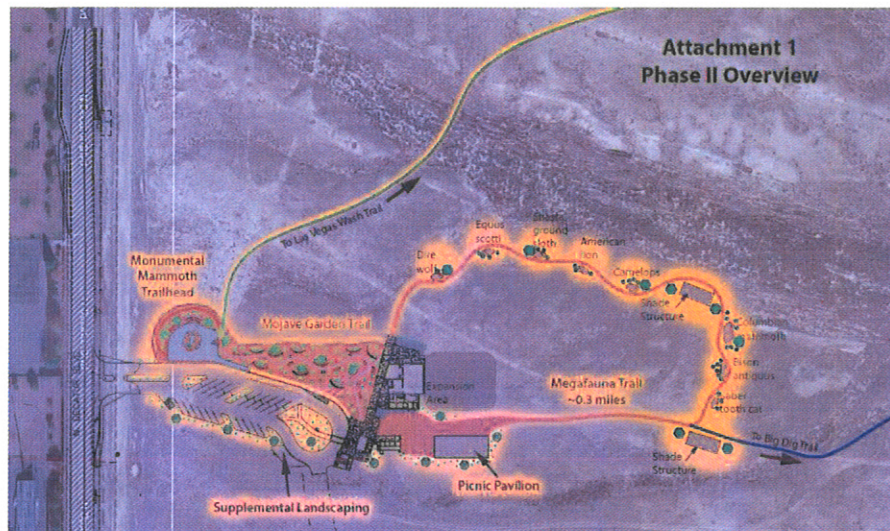
8882 Spanish Ridge Avenue Las Vegas, NV 89148 • (702) 251-8896 • FAX (702) 251-8876  
[mail@csdarchitecture.com](mailto:mail@csdarchitecture.com) [www.csdarchitecture.com](http://www.csdarchitecture.com)

210322 NDSP IAFSP



planning and design and relief map is assumed to be complete per the visioning document. Also of note is the number of drawing packages / deliverables anticipated. It is assumed that the base project and all alternates selected by the client to proceed into Design Development, with the notable exception of the interpretive planning and design and relief map alternates, will be completed simultaneously with the base scope of work and will be included in one combined drawing / deliverable package. It is anticipated that interpretive planning and design and relief map alternates effort will start during the base scope of work timeframe, however it is anticipated that effort will be completed a couple of months after based on the client's availability and will be a separate drawing / deliverable package.

The following describes each of the components of the base and alternate scope of work. The illustration was provided by the Client as part of the RFQ.



#### *Base Scope of Work*

- *The Mega fauna Trail* - NDSP anticipates that design and construction documentation will include design of the irrigation system, landscaping plan, route of trail, location of sculptures, materials used for trail surface, drainage plan, and additional site work. The design of the Mega fauna Sculptures is not included in the scope of work.
- *Monumental Mammoth Trailhead* - NDSP anticipates that design and construction documentation will include design of irrigation, landscaping, seating, and a kiosk. (Please note design and content of the interpretive or kiosk panels are excluded from the base scope of work. The scope of work for the design and content of the interpretive and kiosk panels are included as an additive alternate for Interpretive Planning and Design as described below.)
- *Mojave Garden Trail* - NDSP anticipates that design and construction documentation will include developing the route of the trail, landscaping plan, irrigation plan, trail surface, and additional site work. CSD anticipates approximately seven (7) to ten (10) small interpretive signs (+/- 8" x 5") that will identify the native plant material visible in the garden. (Please note design and content of the interpretive signs are excluded from the base scope of work. The scope of work for the design and content of the interpretive and kiosk panels are included as an additive alternate for Interpretive Planning and Design as described below.)



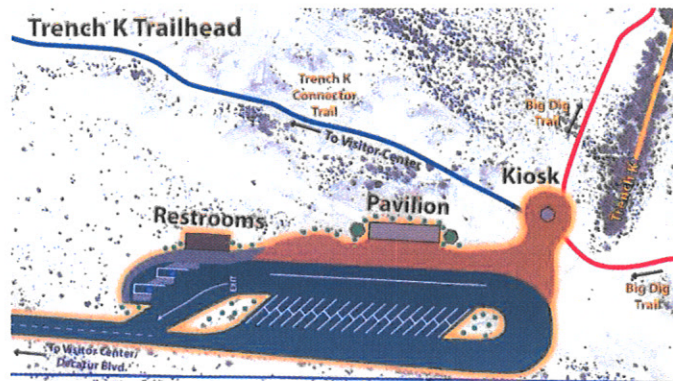
- *Picnic Pavilion* - The picnic pavilion is located southeast of the visitor center. NDSP anticipates that design and construction documentation will include design of the pavilion and surface identification for the area underneath and surrounding the pavilion. Included in this scope of work is working with the Client to determine the preferred ground material (e.g., gravel, crushed fines, concrete, etc.) In addition to the picnic pavilion CSD anticipates the design of two (2) additional shade structures as indicated on Megafauna trail diagram provided. The picnic pavilion design will be unique from the additional shade structures, which are anticipated to be identical.
- *Supplemental Landscaping* - NDSP anticipates that design and construction documentation will include identification and location of supplemental landscaping that fits in with the overall aesthetic of the other Phase II projects. The supplemental landscaping will consist of landscaping around the areas highlighted in the map (Attachment I Phase II Overview), such as the parking lot, the restrooms, back patio, and around the picnic pavilion. These plants will not be tied into any irrigation.
- *Park Sign* – A park sign will be designed to be located on the building as indicated in the vision document. The design team will conceptualize options for the sign, which may include vertical fins that are back lit. Some previously explored concepts the Client has identified as desirable are located within the Visioning Document on pages 34 – 41. The design team will provide conceptual graphic design of channel letter sign attached to the building, so that it may be implemented by the general contractor's signage sub-contractor. However, more detailed design documentation and analysis, including Architectural, Structural and Electrical / Lighting design will be provided for the sign fins not attached to the vertical wall of the building. However, it shall be clear as indicated in Structural Engineer's attached scope of work that assessment of the building structure for the additional loads imposed by the sign and fins shall be by the Structural Engineer of Record, who will be hired directly by the client for this analysis.
- *Back Porch Canopy* - The northside of the visitor center features a porch area that currently lacks any overhanging shade structure. NDSP anticipates that design and construction documentation to more fully develop this area will include designing and engineering a canopy or trellis that will provide shade over the area. The design team anticipates that this canopy be freestanding and not tie into the existing building. Should the client's requirements change a modification to the scope of work will be made and it is understood by the client the Structural Engineer of Record, who will be hired directly by the client, will be responsible for assessing the structural requirements. The design team will facilitate a programming discussion for this area as part of the design effort to identify the design goals and specific requirements. It is anticipated that additional hardscape, landscaping, and seating will be desired. The design team will also develop a 3d Model of the building form to study the shading of the patio from the existing building and the proposed canopy.
- *Courtyard / Gathering Space* - The southern end of the visitor center features a small alcove that is intended to serve as a gathering space for small groups. NDSP anticipates that design and construction documentation will include designing a seating plan and possible expansion of this area. This may require a short retaining wall. The design team will facilitate a programming discussion for this area as part of the design effort to identify the design goals and specific requirements.





### *Alternate Scope of Work*

- *Trench K Trailhead*— A conceptual diagram for the Trench K Trailhead has been provided by the Client and included below. It is understood per email correspondence sent that Trench K will be totally off the grid, therefore no utility infrastructure is planned, including septic systems. It is assumed that the toilets will be “vault toilets” and there will be no running water or power. The pavilion structure will not include any utilities. The kiosk content and design are excluded from this alternate because they are part of the additive alternate for interpretive planning and design as described below.



- *Artistic treatment of the architectural trench at visitor center entrance*— The design team will assist the client with evaluating options for Artistic treatment of this area. This will be initiated during the design process by exploring options with the client and may include requesting the contractor provide a mock-up to test some of the options explored.
- *Boardwalk structure or platform at the “Christmas Tree”/Bone Pile* - Located along the Big Dig trail. This area is referenced on page 126 of the Vision Document. The design teams understanding is that this will be a simple structure that is just off the ground surface (+/- 12”) with sole purpose of protecting this sensitive area of the trail.
- *Shade structures along trails*— Up to four (4) shade structures may be added to the Las Vegas Wash and Big Dig Trail (2 each). These shade structures are anticipated to be identical to those located on the Megafauna Trail (prototypical re-sites).
- *Relief map* - Outside the visitor center (a rough concept is shown on page 104 of the vision doc). This will be a collaborative effort with Haley Sharpe Design (HSD)\* as outlined in their specific scope of work. Topography will be need to be estimated by the client’s fabricator as it is not the intent of the scope of work to obtain an accurate topographic survey of the entire area depicted.
- *Interpretive planning and design* - For approximately 35 interpretive/informational panels (currently anticipated at 8 on the Megafauna Trail, ~ 8 on the LVWT, ~11 on the BDT, 4 at the Monumental Mammoth, and two kiosks. We anticipate collaborating with Haley Sharpe Design\* on this scope of work.



\*Haley Sharpe Design will be added to our design team at the Design Development Phase at the request of the client to collaborate on efforts for the Relief map and Interpretive planning and design alternates. HSD has worked extensively with the client in preparation of the vision documents and other consulting services. HSD does not anticipate travel to Las Vegas. It is anticipated that their efforts can be completed virtually through a video conferencing platform.

### **Renderings and VR**

The design team will provide 3D modeling for virtual reality visualization for the client of the following areas: Megafauna Trail, Monumental Mammoth Trailhead, Mojave Garden Trail, Picnic Pavilion, Back Porch Canopy, Shade Structures, and Trench K Trailhead. An example of the level of detail anticipated is provided in graphic below from a Design Team.



### **Site Furnishings**

The design team will specify benches and picnic tables on the Architectural or Landscape Architecture drawings.

### **Additional Discipline Specific Scope of Work**

For discipline specific scope of work, please refer to the attached scope of work documents provided by the consultant team.

Civil Engineering – Lochsa Engineering letter dated March 18, 2021.

Landscape Architecture – JW Zunino letter dated March 18, 2021.

Structural Engineering – PK Delp letter dated March 18, 2021.

Mechanical, Plumbing and Electrical Engineering – Harris Engineers letter dated March 18, 2021.

Interpretive Planning and Design – Haley Sharp Design letter dated March 18, 2021.

Cost Estimating – O'Connor Construction Management, Inc. letter dated March 19, 2021.

### **Work Plan**

Please review the following detailed description of work for the SD through Construction Phase tasks provided for in this proposal.



## **Phase I Programming / Schematic Design ("SD")**

### **1. Kickoff Meeting**

- a. Kickoff meeting between CSD and the Client to discuss the requirements/goals and Client's critical success factors of project.
- b. Identify specific Program requirements for the project.

### **2. CSD Effort**

- a. Develop a program that identifies spatial types, function and flow per the ideas discussed at our kickoff meeting.
- b. Develop conceptual site plan, floor plan layout and exterior elevations illustrations.
- c. Identify and provide samples of materials/colors to be used in construction.
- d. Develop Statement of Probable Construction Cost.

### **3. Design Presentation/Review**

- a. Meet with the Client to develop schematic design.
- b. Meeting between CSD and the Client to review and approve conceptual drawings and materials.
- c. Presentation of final Conceptual Design.

### **4. Deliverables**

- a. CSD to provide digital PDF format copies of Schematic Design Drawings for client use.

\* Changes in design after Client approval at this stage will require an ASR (additional service request) in order to continue with the project.

## **Phase II Design Development ("DD")**

### **1. CSD Effort**

- a. Refine Schematic Design per comments.
- b. Compile information; finalize code analysis, and other requirements.
- c. Finalize floor plans and elevations for final size, shape, material selection and finishes.
- d. Consultants are introduced and analyze and select appropriate building systems.
- e. Refine code analysis.
- f. Coordination with Building Official as applicable.

### **2. Design Presentation/Review**

- a. Meeting between CSD and Client to review and approve DD drawings, materials, and finishes.
- b. Meeting with consultants to finalize and present design strategies.

### **3. Deliverables**

- a. CSD to provide digital PDF format copies of Design Development Drawings for client use.

## **Phase III Construction Documents ("CD")**

### **1. CSD Effort**

- a. Incorporate the Client DD review comments and prepare construction documents based on approved Design Development.





- b. Review and coordinate all drawings.
- c. Incorporate and coordinate all architect's consultant work.
- d. Plan Check comment integration and coordination.

## **2. Meetings**

- a. Review 95% construction documents with the Client.

## **3. Deliverables**

- a. CSD to provide construction documents to the Client to apply for necessary permits.
- b. CSD to submit three (3) sets of stamped and signed construction documents to the building official. (digital submittal to be provided if acceptable)
- c. CSD to submit separate package for Interpretive Planning and Design and Relief Map in collaboration with HSD as indicated above)

## **Phase IV Bidding**

### **1. CSD Effort**

- a. Assist Client in resolving any questions during the bid process.
- b. Incorporate any plans check comments.
- c. Attend pre-bid meeting.

## **Phase V Construction Phase**

### **1. CSD Effort**

- a. Produce documentation required and review RFI's and submittals.
- b. Consultants will provide clarification or interpretation of their drawings.
- c. Project close out.
- d. Prepare record drawings based on contractor's as-builts.
- e. Develop final punch list for final walk through.
- f. Final walk through.

## **2. Meetings**

- a. Attend up to 16 jobsite meetings based on an up to four (4) to five (5) month (120-150 calendar days) construction schedule. CSD will visit the site to observe construction at intervals appropriate to the stage of the Contractor's operations to determine whether the project is in general conformance with the overall design intent. Meeting minutes to be prepared and kept by the contractor.

## **3. Deliverables**

- a. None

The Construction Phase effort assumes a maximum construction duration of four (4) to five (5) months (120 – 150 days) from notice to proceed to substantial completion, plus one (1) month (30 days) close-out period. An increase these durations will require a modification to the scope of work and fee. This duration is inclusive of the effort of the signage and relief map installation as a result of the interpretive planning effort. CSD does not have control or charge over the contractor's or client's vendor's schedule.

## **Service & Fee Breakdown**

- Architecture
- Civil Engineering
- Landscape Architecture



- Structural Engineering
- Mechanical, Plumbing and Electrical Engineering (MPE)
- Cost Estimating
- Interpretive Planning and Design

### Fee Summary

*Summary of Base Scope of Services: \$ 318,500.00*

*Summary of Alternate Scope of Services: \$ 339,875.00*

*Summary Breakdown:*

### BASE SCOPE OF SERVICES

Schematic Design	\$	94,330.00
Design Development	\$	65,340.00
Construction Documents	\$	68,990.00
Bidding	\$	14,800.00
Construction Phase Services	\$	63,640.00
Close-Out	\$	11,400.00
<b>Sub-Total</b>	<b>\$</b>	<b>318,500.00</b>

### ALTERNATE SCOPE OF SERVICES

#### Trench K Trailhead

Design Development	\$	52,240.00
Construction Documents	\$	58,440.00
Bidding	\$	7,590.00
Construction Phase Services	\$	23,930.00
Close-Out	\$	3,640.00
<b>Sub-Total</b>	<b>\$</b>	<b>145,840.00</b>

#### Artistic treatment of trench at VC entrance

Design Development	\$	3,980.00
Construction Documents	\$	4,340.00
Bidding	\$	1,220.00
Construction Phase Services	\$	2,880.00
Close-Out	\$	1,040.00
<b>Sub-Total</b>	<b>\$</b>	<b>13,460.00</b>

#### Boardwalk Structure Platform

Design Development	\$	6,100.00
Construction Documents	\$	7,700.00
Bidding	\$	950.00
Construction Phase Services	\$	2,700.00



Close-Out	\$ 1,200.00
<b>Sub-Total</b>	<b>\$ 18,650.00</b>

#### Shade Structures Along Trails

Design Development	\$ 5,800.00
Construction Documents	\$ 7,000.00
Bidding	\$ 950.00
Construction Phase Services	\$ 1,700.00
Close-Out	\$ 1,200.00
<b>Sub-Total</b>	<b>\$ 16,650.00</b>

#### Relief Map

Design Development	\$ 12,635.00
Construction Documents	\$ 8,305.00
Bidding	\$ 2,110.00
Construction Phase Services	\$ 2,650.00
Close-Out	\$ 2,500.00
<b>Sub-Total</b>	<b>\$ 28,200.00</b>

#### Interpretive Planning and Design

Design Development	\$ 52,200.00
Construction Documents	\$ 39,550.00
Bidding	\$ 7,475.00
Construction Phase Services	\$ 12,750.00
Close-Out	\$ 5,100.00
<b>Sub-Total</b>	<b>\$ 117,075.00</b>

#### Additional Services

Additional Services when authorized by the client will be billed per our standard office hourly rates

##### Standard Hourly Rates

Principal	\$295.00
Director	\$225.00
Sr. Designer	\$195.00
Sr. Project Manager or Sr. Project Architect	\$195.00
Project Manager or Project Architect	\$170.00
Designer II / BIM II	\$165.00
Project Coordinator	\$155.00
Job Captain	\$130.00
Designer I / BIM I	\$110.00
Administrator	\$ 85.00

\*Consultant rate tables may differ.





### Reimbursable Expenses

Allowance for reimbursable expenses **\$5,000.00**

Reimbursable expenses are billed in addition to our hourly rates at **1.15** times the cost to CSD. This includes transportation and lodging expenses in connection with out-of-town travel, reproduction, renderings, delivery and/or postage and handling of drawings and submittals, and long-distance / international telephone or facsimile charges.

#### In-House Printing Costs for Deliverables

Blueprints/plots	18x24 - \$ 1.25/ea
	24x36 - \$ 1.80/ea
	30x42 - \$ 2.75/ea
Photocopy color	letter - \$ 1.00/ea
	11x17 - \$ 1.50/ea
Photocopy B/W	letter - \$ 0.15/ea
	11x17 - \$ 0.25/ea
Cover/binding	letter - \$ 1.00/ea
Color renderings	letter - \$ 8.00/ea
	11x17 - \$10.00/ea
	18x24 - \$24.00/ea
	24x36 - \$48.00/ea
	30x42 - \$72.00/ea

### Payment Schedule

Progress will be billed monthly based on percentage of work complete. Any changes in scope and/or major revisions will require additional services, which can be billed at our hourly rates or for a fixed fee.

#### Services Not Included in our Fee.

- Natural Resource Surveys
- Travel and Lodging Expenses
- Specialty Design and Engineering Consultants not indicated above as part of the project team.
- Soils testing and reports (by the client)
- Septic Systems
- Utility Connections to Trench K Area
- Fire Sprinklers and Fire Hydrant Infrastructure to Trench K Area
- Scope of Work on Federal Land
- AV/Acoustics
- Purchasing Services
- Permit/Submittal Fees
- Express Plans Check
- LEED Certification or Submittals
- Value Engineering
- Divisions 0 and 1 of the Project Manual (Provided by Client)
- Exhibit Design
- Software Application Development
- Alternate Means / Methods and Materials Submittals to Building Official



- Engineering Judgement Submittals to Building Official
- Submittal to utility companies
- Zoning/Entitlements Submittals
- Representation at Planning Commission and City Council / County Commission is not included.
- Refer also to the exclusions listed the consultant's proposals / scope of work.
- Any item or service not specifically listed in the Scope of Work or Work Plan above.

This fee proposal will remain in effect for 90 days from the date of the proposal. Any changes in scope and/or major revisions will require additional services, which can be billed at our hourly rates or for a fixed fee.

The form of contract has been agreed to by previous correspondence. The basis for the contract is NDSP standard contract with modifications requested by CSD and accepted by NDSP.

To begin work, we require a signed copy of the contract as well as a retainer in the amount of **\$WAIVED**, which will be applied to the final invoice and any interest charges that may have been incurred.

In contracting with CSD, the Client warrants that funds are available to compensate for the total amount of services and expenses contracted, and that these funds are neither encumbered nor contingent by lending institutions or other parties.

We look forward to working with you on this project. If you have any questions or concerns, please feel free to contact our office.

Thank You,



Michael A. Del Gatto, AIA, LEED AP  
Principal | Vice President

Attachments: As indicated





CARPSEL-01

ARACHEL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp.	CONTACT NAME: April M. Rachel	
	PHONE (A/C, No, Ext): (702) 877-1760 FAX (A/C, No): (702) 877-0937	
	E-MAIL ADDRESS: april.rachel@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Ins. Co.	30104
INSURED  Carpenter Sellers Del Gatto Architects 8882 Spanish Ridge Dr Las Vegas, NV 89148	INSURER B : Hartford Accident & Ind Co.	22357
	INSURER C : Sentinel Insurance Co Ltd	11000
	INSURER D : XL Specialty Insurance Company	37885
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	34SBWAJ7GEK	1/7/2021	1/7/2022	EACH OCCURRENCE \$ 1,000,000 ✓	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 ✓	
							MED EXP (Any one person) \$ 10,000 ✓	
							PERSONAL & ADV INJURY \$ 1,000,000 ✓	
							GENERAL AGGREGATE \$ 2,000,000 ✓	
							PRODUCTS - COMP/OP AGG \$ 2,000,000 ✓	
								\$
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	34UEGIE8711	1/7/2021	1/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
								\$
								\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBWAJ7GEK	1/7/2021	1/7/2022	EACH OCCURRENCE \$ 2,000,000	
							AGGREGATE \$ 2,000,000	
								\$
								\$
								\$
								\$
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	34WEGAA9T25	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT \$ 1,000,000 ✓	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓	
								\$
								\$
								\$
								\$
D	Professional Liab			DPR9958160	4/6/2020	4/6/2021	Each Claim 1,000,000 ✓	
D	Claims Made/Rpt'd			DPR9958160	4/6/2020	4/6/2021	Aggregate 2,000,000 ✓	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: IAFSP PH II

Professional Liability Retro Date: 1/1/1986

State of Nevada, its officers, employees and immune contractors are Additional Insured on General Liability, and Automobile Liability, per attached endorsements. General Liability insurance coverage is primary and non-contributory per attached endorsement. Waiver of Subrogation as respect to General Liability, Automobile Liability, and Workers Compensation, in favor of the Additional Insureds, per attached endorsements.

Cancellation: 30 days, except 10 days for non-payment of premium

## CERTIFICATE HOLDER

## CANCELLATION

State Of Nevada 901 South Stewart Street, Suite 5005 Carson City, NV 89701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# Hartford Underwriters Insurance Company

AMB #: 002232    NAIC #: 30104    FEIN #: 061222527

## Domiciliary Address

One Hartford Plaza  
Hartford, Connecticut 06155-0001  
United States

**Web:** [www.thehartford.com](http://www.thehartford.com)

**Phone:** 860-547-5000

**AM Best Rating Unit:** AMB #: 058707 - Hartford Financial Services Group, Inc.

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 058707 - Hartford Financial Services Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

### Financial Strength Rating View Definition

<b>Rating:</b>	A+ (Superior)
<b>Affiliation Code:</b>	p (Pooled)
<b>Financial Size Category:</b>	XV (\$2 Billion or greater)
<b>Outlook:</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	June 19, 2020
<b>Initial Rating Date:</b>	June 30, 1926

### Long-Term Issuer Credit Rating View Definition

**Long-Term:** aa- (Superior)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** June 19, 2020  
**Initial Rating Date:** July 14, 2005

u Denotes Under Review Best's Rating

### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.

**Senior Financial Analyst:** Kathryn Steffanelli

**Senior Director:** Michael J. Lagomarsino, CFA, FRM

*Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

### Disclosure Information

#### Disclosure Information Form

[View AM Best's Rating Disclosure Form](#)

#### Press Release

AM Best Affirms Credit Ratings of Hartford Financial Servs Group and Subs; Upgrades Ratings of Hartford Life and Accident Ins Co  
June 19, 2020

[View AM Best's Rating Review Form](#)

### Rating History

AM Best has provided ratings & analysis on this company since 1926.

#### Financial Strength Rating

Effective Date	Rating
6/19/2020	A+
8/30/2019	A+
8/2/2018	A+
7/7/2017	A+



6/17/2016 A+

### Long-Term Issuer Credit Rating

Effective Date	Rating
----------------	--------

6/19/2020	aa-
-----------	-----


8/30/2019	aa-
-----------	-----


8/2/2018	aa-
----------	-----


7/7/2017	aa-
----------	-----

6/17/2016	aa-
-----------	-----

### Best's Credit & Financial Reports

 Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc..

 Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

 Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

## Press Releases

<u>Date</u>	<u>Title</u>
Jun 19, 2020	AM Best Affirms Credit Ratings of Hartford Financial Servs Group and Subs; Upgrades Ratings of Hartford Life and Accident Ins Co
Aug 30, 2019	AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs, Upgrades Ratings of Navigators Group and Its Subs
Aug 02, 2018	A.M. Best Affirms Credit Ratings of The Hartford Fin Svcs Group and P/C Subs; Upgrades ICR of Hartford Life and Accident Ins Co
Jul 07, 2017	A.M. Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries
Jun 17, 2016	A.M. Best Affirms Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries

1

2

3

Page size: 10

22 items in 3 pages

## Find a Best's Credit Rating

Enter a Company Name

Go

Advanced Search

How to Get a  
Best's Credit RatingBest's Credit Ratings  
Mobile App

## European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

## United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

## Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to

any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

**Important Notice:** AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Offices](#) | [Press Releases](#) | [Social Media](#) | [Legal & Licensing](#) | [Privacy](#) | [Security](#) | [Site Map](#) | [Terms of Use](#)

[Regulatory Affairs](#) - [Form NRSRO](#) - [Code of Conduct](#) - [Rating Methodology](#) - [Historical Performance Data](#)

Copyright © 2021 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

**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: **24112**

Agency Name:	<b>DCNR - ENVIRONMENTAL PROTECTION</b>	Legal Entity Name:	Depart of AdminiNevada State Library, Archives and Public Records
Agency Code:	<b>709</b>	Contractor Name:	<b>Depart of AdminiNevada State Library, Archives and Public Records</b>
Appropriation Unit:	<b>3173-40</b>	Address:	<b>100 N Stewart St</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:	Sara Martel 775-684-3422
		Vendor No.:	
		NV Business ID:	State agency

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 %

Agency Reference #: **DEP21-032**

2. Contract start date:

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

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/28/2023**Contract term: **1 year and 303 days**4. Type of contract: **Interlocal Agreement**Contract description: **OnBase Licensing**

5. Purpose of contract:

**This is a new interlocal agreement to provide use of the OnBase software suite which provides electronic document and records management services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$127,002.00**

Other basis for payment: As invoiced by NSLAPR

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada State Library, Archives and Public Records (NSLAPR) has executed a independent contract #23865 with Precision Document Imaging (PDI), as the sole provider of the OnBase software suite in Nevada. OnBase products will be used to provide electronic document and records management services. Use of these products requires the purchase of individual licenses, along with ongoing maintenance and support service costs for the server-based modules.

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

The OnBase product suite will be utilized by the NSLAPR, and the Nevada Division of Environmental Protection (NDEP) for electronic conversion, management of documents and records, storage, and retrieval. All software licenses will be housed on the NSLAPR servers and managed by NSLAPR staff. Additional software modules of the OnBase software may also be purchased by any party for different types of documents and records. These additional software modules will be housed at NSLAPR on their infrastructure. The software licenses and databases will be housed, managed, and backed up by NSLAPR. The NDEP will be responsible for backing up agency only data and records. The records data will be physically stored on NDEP servers and be the sole responsibility of the NDEP.

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. Nevada State Library and Archives has an approved sole source waiver #201208 for these services. PDI is the sole provider of this software suite in Nevada.

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:  
 Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Kevin Weiss, IT Manager Ph: 775-687-9324

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ahanso1	04/01/2021 14:33:38 PM
Division Approval	vking	04/02/2021 08:20:21 AM
Department Approval	vking	04/02/2021 08:20:30 AM
Contract Manager Approval	ssimpso2	04/02/2021 10:14:33 AM
EITS Approval	daxtel1	04/02/2021 12:59:16 PM
Budget Analyst Approval	rjacob3	04/06/2021 08:08:08 AM
BOE Agenda Approval	cbrekken	04/07/2021 11:10:50 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: **23974**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3187-08**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Southern Nevada Health District

Contractor Name: **Southern Nevada Health District**Address: **PO Box 3902  
280 S. Decatur Blvd.**City/State/Zip: **Las Vegas, NV 89107**

Contact/Phone: Contract Administrator, Legal Department 702-759-1000

Vendor No.: T27001231B

NV Business ID: NV20161589068

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 %	<b>X</b>	Fees	<b>10.00 % Petroleum</b>
<b>X</b> Federal Funds	<b>90.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: DEP 22-002

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 05/2021

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: **UST Program SNHD**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing underground storage tank tracking, monitoring, site visits, and reporting.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$850,000.00**

Payment for services will be made at the rate of \$500.00 per Site Visit

Other basis for payment: maximum of \$50,000/month and \$212,500/year.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Regulated Underground Storage Tank Systems require periodic compliance inspections to prevent and or discover leaks in a timely manner. Enforcement activities at facilities, and with owners/operators, may be required if non-compliant. When a regulated Underground Storage Tank System has a release, repair and appropriate corrective action will be taken.

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

NDEP does not have the staff to perform all compliance and oversight services in Southern Nevada.

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 interlocal agreement.

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

Southern Nevada is a political subdivision of the State of Nevada.

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:

DCNR- NDEP- BCA has contracted for the same services with SNHD for over 25 years.

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	kbradle1	03/30/2021 15:53:26 PM
Division Approval	jcollin5	03/30/2021 17:10:08 PM
Department Approval	jcollin5	03/30/2021 17:10:13 PM
Contract Manager Approval	kvalde1	03/31/2021 08:22:52 AM
Budget Analyst Approval	cbrekken	04/08/2021 13:29:24 PM
BOE Agenda Approval	cbrekken	04/08/2021 13:29:27 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24020**Agency Name: **B&I - INDUSTRIAL RELATIONS DIV**Agency Code: **742**Appropriation Unit: **4685-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KPS3, INC.**Contractor Name: **KPS3, INC.**Address: **500 RYLAND ST STE 300**City/State/Zip: **RENO, NV 89502-1662**Contact/Phone: **Rob Gaedtke 775/750-5444**Vendor No.: **PUR0004720**NV Business ID: **NV19941094961**To what State Fiscal Year(s) will the contract be charged? **2022-2023**

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

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **33.00 %** Bonds 0.00 %Highway Funds 0.00 % **X** Other funding **67.00 % Workers Compensation Assessment fund**Agency Reference #: **RFP#74BAI-S1412**

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 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2023**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **MULTI-MEDIA WORKPLAC**

5. Purpose of contract:

**This is a new contract to provide a multi-media program for workplace safety and health education information to the general public and business community.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$295,674.00**

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?

**NRS 618.353 requires the Division of Industrial Relations to conduct workplace safety and health education and informational programs in Nevada to promote safe practices and increase the recognition, avoidance and prevention of unsafe and unhealthy work conditions. This contract also supports our 21(d) federal cooperative agreement grant.**

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

**State employees do not have the expertise to provide these services. Our marketing campaigns include search engine optimization and Google AdWords. The contract also supports development of pamphlets, handouts, newspaper adds, and other multimedia and online advertising.**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 #74BAI-S1412, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 12/31/2020 Anticipated re-bid date: 12/31/2022

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:

Nevada Attorney General, 2019-Pres  
Nevada Division of Environmental Protection, 2014-Pres  
Nevada Division of Health and Human Services, 2010-Pres  
Division of Industrial Relations, 1994-Present  
Governor's Office of Economic Development, 2012-Pres  
Nevada Public Employees Benefit Program, 2015-2021  
Silver State Health Insurance Exchange, 2013-Present  
Nevada Commission on Economic Development, 1997-1999, 2003-2006  
Nevada Department of Motor Vehicles, 2001  
Nevada Department of Public Safe

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:

TODD SCULTZ, CAO Ph: 7024869152

STEPHEN RODGERS, PROGRAM COORDINATOR Ph: 7024869150

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ecerv1	03/23/2021 16:49:41 PM
Division Approval	ecerv1	03/23/2021 16:49:43 PM
Department Approval	jhanse4	03/31/2021 10:30:38 AM

Contract Manager Approval	pfaigi1	04/16/2021 11:12:15 AM
Budget Analyst Approval	stilley	04/16/2021 18:11:57 PM
BOE Agenda Approval	hfield	04/19/2021 12:50:05 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24195**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4735-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: American Association of Motor Vehicles Administrators

Contractor Name: **American Association of Motor Vehicles Administrators**Address: **4401 Wilson Blvd**City/State/Zip: **Arlington, VA 22203**

Contact/Phone: 703-908-8286

Vendor No.: PUR0000174C

NV Business ID: NV20121424796

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 %

Federal Funds 0.00 % Bonds 0.00 %

**X** Highway Funds **100.00 %** Other funding 0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Communication Media**

5. Purpose of contract:

**The is a new contract to provide ongoing access to various data bases and other information systems that DMV accesses via the clearing house.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,086,168.78****II. JUSTIFICATION**

7. What conditions require that this work be done?

**The services that are provided are a Federal requirement for various commercial driver and vehicle programs. Nevada needs a single central secure location to act as a clearing house for informational queries. These services provide vital data to ensure our records are accurate.**

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

**There are on State employees to provide this service.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 210103**

**Approval Date: 01/26/2021**

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:

AAMVA has been under contract with the DMV since 2011 and is still currently under contract ongoing access to data bases and other information systems to which the DMV has separately been provided authorized access. The American Association of Motor Vehicle Administrators operates as a clearing house for access to each state's data for various data bases. Quality of service is identified 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:

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	pgra1	04/06/2021 13:15:02 PM
Division Approval	asmit3	04/06/2021 14:46:48 PM
Department Approval	asmit3	04/06/2021 14:46:51 PM
Contract Manager Approval	bjobe	04/06/2021 15:18:08 PM
Budget Analyst Approval	nkephart	04/12/2021 13:25:07 PM
BOE Agenda Approval	tgreenam	04/12/2021 18:05:29 PM
BOE Final Approval	Pending	



STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Purchasing Division*

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

**Purchasing Use Only:**

Approval#: 210103 ©

**SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM**

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

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	<b>State Agency Name:</b> <i>Nevada Department of Motor Vehicles</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Brittney Jobe, Program Officer 2</i>	<i>775-684-4504</i>	<i>bjobe@dmv.nv.gov</i>
	<i>Bethany Musselman, Management Analyst 4</i>	<i>775-684-4561</i>	<i>bmusselman@dmv.nv.gov</i>

1b	<b>Vendor Information:</b>	
	<b>Identify Vendor:</b>	<i>American Association of Motor Vehicle Administrators (AAMVA)</i>
	<b>Contact Name:</b>	<i>Hal Gollos</i>
	<b>Complete Address:</b>	<i>4401 Wilson Blvd, Suite 700, Arlington, Virginia 22203</i>
	<b>Telephone Number:</b>	<i>703-908-8286</i>
	<b>Email Address:</b>	<i>hgollos@namva.org</i>

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	<b>Sole or Single Source:</b>	
	<b>Professional Service Exemption:</b>	<i>x</i>

1d	<b>Contract Information:</b>			
	<b>Is this a new Contract?</b>	<i>Yes</i>		<b>No x</b>
	<b>Amendment:</b>	<i>#1</i>		
	<b>CETS:</b>	<i>#CONV7145</i>		

1e	<b>Term:</b>				
	<b>One (1) Time Purchase:</b>				
	<b>Contract:</b>	<b>Start Date:</b>	<i>06/30/2021</i>	<b>End Date:</b>	<i>06/30/2025</i>

1f	<b>Funding:</b>	
	<b>State Appropriated:</b>	<i>100% highway funds</i>
	<b>Federal Funds:</b>	
	<b>Grant Funds:</b>	
	<b>Other (Explain):</b>	

	<ul style="list-style-type: none"> <li>• The system to ensure that one person holds one commercial license in the nation by electronically informing the previous jurisdiction that the person has moved to Nevada;</li> <li>• The system to verify the authenticity of a vehicle title to ensure we do not receive fraudulent documents.</li> </ul> <p>AAMVA provides these same services and more to the other jurisdictions to ensure that each states records are accurate.</p> <p>As well, the federal agencies that regulate driver's license and vehicle programs work directly with AAMVA on current and new compliance requirements the jurisdiction's must follow. The state and federal criminal justice communities work with and utilize AAMVA to obtain critical data. All major vendors also work directly with AAMVA to offer the jurisdictions the open and competitive opportunities for various projects. AAMVA is a unique and critical agency that was created to provide a warehouse of services to all DMV's within the U.S. and Canada. Their services and network capabilities to all jurisdictions would be very difficult and costly to duplicate. To try and duplicate these services would be an inefficient way to do business.</p>
--	---

	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
3	<p>The services provided are a Federal requirement for various commercial driver and vehicle programs. Nevada needs this single, central, secure location to act as a clearing house for informational queries. These services provide vital data to ensure our records are accurate.</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>
4	<p>AAMVA is the national organization for each jurisdictions Department of Motor Vehicles. AAMVA has been the single central location for motor vehicle data queries and reports for many years. If the Department did not utilize AAMVA we would be forced to build a complex and comprehensive electronic interface with each and every State for the data we receive today. Whether this were performed internally or through a vendor, it would be extremely expensive and unfeasible as each State connecting to us would be required to change their data reporting systems just for Nevada. This would not take place since all states utilize AAMVA for the same reasons, and request that the jurisdictions allocate additional resources and funds to connect to a jurisdiction who is not electronically connected to AAMVA is not realistic or reasonable or even likely.</p>

	<b>Were alternative services or commodities evaluated? Check One.</b>	Yes:	No:	x
5	<p>a. <u>If yes</u>, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.</p>			
<p>b. <u>If not</u>, why were alternatives not evaluated?</p>				

Purchasing Use Only:

Approval #:

#210103 @

6	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:	
	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 #)			
	09/08/2009	06/30/2013	\$1,200,000.00	Original contract	RFP # ZA0431			
	06/30/2013	06/30/2021	\$2,400,000.00	Amendment #1	Waiver #130405A			
			\$					
		\$						
		\$						

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<p>AAMVA is established and has been operational as the central clearing house for each state's data for many years. For a vendor to duplicate the service provided by AAMVA would require a time frame and dollar amount that simply is not feasible much less practical. The result of a competitive bid being awarded would be an increase in cost and require the Department to hire additional staff to create, service, and maintain the new program. If the Department could not hire new personnel, they would be forced to hire a contract programmer to create this in house system. This dollar amount would be over and above the dollar amount needed to use the AAMVA network that has been established for many years.</p> <p>OMV is able to use and pay only for those services desired through the AAMVA process. DMV will only pay for services it uses through AAMVA.</p>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<p>AAMVA is the only service known to be operating this type of clearing house. DMV contacted other States and various large company vendors such as MorphoTrust (formerly known as L-1), to discuss the viability of using an outside vendor. It was determined to be cost prohibitive in comparison to the costs for services with AAMVA. DMV management met to discuss the potential for an internal system to be developed. It was decided it could be done given a large substantial amount of time to create the system, a large funding source and additional programming personnel to maintain the system afterwards.</p>

9	Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	Yes:	x	No:	
---	--	------	---	-----	--

#210/03 ②

a. *If yes, please provide details regarding future obligations or needs.*

*The Department plans to continue receiving the services provided by AAMVA for the foreseeable future. The Department does not foresee obtaining a large funding source to create and maintain a system like what AAMVA provides.*



Purchasing Use Only:

Approval #:

210103

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.

*Brittney Jobe*

Agency Representative Initiating Request

*Brittney Jobe*

Print Name of Agency Representative Initiating Request

*1/25/2021*

Date

*Julie Butler*

Signature of Agency Head Authorizing Request

*Julie Butler*

Print Name of Agency Head Authorizing Request

*1/25/2021*

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.

*N/A*

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:

*Kim D. Osty*

Administrator, Purchasing Division or Designee

*1/26/21*

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: **24088**

Agency Name:	<b>PUBLIC EMPLOYEES' BENEFITS PROGRAM</b>	Legal Entity Name:	CLIFTONLARSONALLEN, LLP
Agency Code:	<b>950</b>	Contractor Name:	<b>CLIFTONLARSONALLEN, LLP</b>
Appropriation Unit:	<b>1338-04</b>	Address:	<b>370 Interlocken Blvd. Suite 50</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Broomfield, CO 80021</b>
If "No" please explain:	Not Applicable	Contact/Phone:	303/446-8822
		Vendor No.:	T29029873B
		NV Business ID:	NV20121001313

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 % State Subsidy / Participant Premium</b>

2. Contract start date:

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

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2024**Contract term: **3 years and 245 days**4. Type of contract: **Contract**Contract description: **Financial Auditor**

5. Purpose of contract:

**This is a new contract to provide financial statement auditing services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$212,485.00**

Other basis for payment: Attachment DD - Fee Schedule

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pursuant to NRS 287.043 PEBP must appoint an independent certified public accountant to perform annual audits of the program.**

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

**Financial audits require services to be performed by an independent certified public accountant.**

9. Were quotes or proposals solicited?

**Yes**

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

**Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected by the evaluation committee and in accordance with NRS 333.

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:

LLP

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	03/18/2021 09:56:55 AM
Division Approval	ceaton	03/18/2021 09:56:59 AM
Department Approval	ceaton	03/18/2021 09:57:03 AM
Contract Manager Approval	ceaton	03/18/2021 09:57:07 AM
Budget Analyst Approval	hfield	03/31/2021 13:19:46 PM
BOE Agenda Approval	hfield	03/31/2021 13:19:48 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	AVIAT US, INC.	OTHER: VARIOUS AGENCIES	\$7,000,000	
	Contract Description:	This is a new contract to provide communications site parts and services to include emergency or general maintenance and repairs.				
		Term of Contract:	Upon Approval - 03/30/2025	Contract # 23935		
2.		VARIOUS STATE AGENCIES	DENHAM ORTHOTICS AND FITNESS DBA EVOLVE PROSTHETICS AND ORTHOTICS	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing prosthetic and orthotic services.				
		Term of Contract:	Upon Approval - 06/30/2022	Contract # 23909		

**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: **23935**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: **AVIAT US INC**Contractor Name: **AVIAT US INC**Address: **200 Parker Dr. Ste C100A**City/State/Zip: **Austin, TX 78728**Contact/Phone: **Ali Hirs 408-941-7100**Vendor No.: **PUR0004165B**NV Business ID: **NV20071365437**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 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1212-RV**

2. Contract start date:

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

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/30/2025**Contract term: **3 years and 334 days**4. Type of contract: **MSA**Contract description: **Comm Network Support**

5. Purpose of contract:

**This is a new contract to provide communications site parts and services to include emergency or general maintenance and repairs.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$7,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**State agencies require maintenance and repairs on various communication site equipment.**

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

**The State does not have the staffing or expertise to perform maintenance and repairs.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen, based on scoring, as part of a multi-award RFP 99SWC-S1212 by the evaluation committee.

d. Last bid date: 08/17/2020 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:

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	gdavi6	03/30/2021 16:12:52 PM
Division Approval	gdavi6	03/30/2021 16:12:55 PM
Department Approval	ldeloach	03/31/2021 08:18:31 AM
Contract Manager Approval	rvradenb	04/06/2021 12:25:59 PM
Budget Analyst Approval	stilley	04/16/2021 18:15:21 PM
BOE Agenda Approval	hfield	04/19/2021 12:44:08 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23909**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: Denham Orthotics and Fitness dba Evolve Prosthetics and Orthotics  
Contractor Name: **Denham Orthotics and Fitness dba Evolve Prosthetics and Orthotics**  
Address: **601 Whitney Ranch Dr. Ste C-17**City/State/Zip: **Henderson, NV 89014**

Contact/Phone: Dave Kovach 702-898-6000

Vendor No.: T29005860

NV Business ID: NV19991451856

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 #: 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 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **1 year and 60 days**4. Type of contract: **MSA**Contract description: **Medical Provider**

5. Purpose of contract:

**This is a new contract to provide ongoing prosthetic and orthotic 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-S107 for Medical &amp; 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 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	03/30/2021 16:13:58 PM
Division Approval	gdavi6	03/30/2021 16:14:00 PM
Department Approval	ldeloach	03/31/2021 08:20:24 AM
Contract Manager Approval	rvradenb	04/19/2021 08:23:08 AM
Budget Analyst Approval	stilley	04/19/2021 10:19:02 AM
BOE Agenda Approval	hfield	04/19/2021 11:22:16 AM
BOE Final Approval	Pending	



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: April 30, 2021  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Shauna Tilley, Executive Branch Budget Officer  
Governor's Finance Office *ST*  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION  
DIVISION OF HUMAN RESOURCES MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resources Management acting on behalf of the Executive Department of the State of Nevada requests approval of the new Collective Bargaining Agreement (CBA) with the Nevada State Law Enforcement Officers' Association (NSLEOA) for Bargaining Unit H, comprised of Category II peace officers.

Additional Information:

NRS 288, through Senate Bill 135 of the 2019 Legislature, grants certain state employees the right to organize and collectively bargain, requiring the State to recognize and negotiate wages, hours and other terms and conditions of employment with labor organizations that represent state employees and to enter into written agreements evidencing the result of collective bargaining, and requires that a new CBA be approved by the Board of Examiners at a public hearing. NSLEOA was certified the exclusive representative for the peace officers in Bargaining Unit H, and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

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



**State of Nevada**

**&**

**Nevada State Law Enforcement  
Officers' Association (NSLEOA) /  
Nevada Association of Public Safety  
Officers (NAPSO), CWA Local 9110**

**Collective Bargaining Agreement**

**July 1, 2021 – June 30, 2023**

# CONTENTS

Preamble .....	1
Article I Union Recognition.....	1
Article II Unlawful Discrimination.....	2
A. Harassment & Discrimination.....	2
B. Sex or Gender-Based Harassment & Discrimination .....	2
C. Employee Responsibilities.....	3
D. Complaint Process .....	4
Article III Definitions & Resources .....	5
Article IV Management Rights .....	15
Article V Union Dues .....	16
A. Notification to Employees .....	16
B. Union Dues Deduction.....	16
C. Status Reports .....	17
D. Revocation .....	18
E. Indemnification.....	18
Article VI Hiring & Appointments.....	18
Article VII Employee Records Management.....	19
A. File Types .....	19
1. Medical File .....	19
2. Payroll File.....	19
3. Personnel File.....	19
4. Supervisor File.....	20
5. Training Files.....	20
B. Confidentiality .....	20
C. Public Records .....	20
D. Recordkeeping for the Purposes of Disciplinary Action, Performance Evaluation, Promotion, or Transfer.....	21
Article VIII Hours of Work .....	21
A. Work Schedules .....	22
B. Meal Breaks .....	22
C. Rest Periods .....	23
D. Daily Work Shift Changes.....	23
E. Temporary Schedule Changes .....	23
F. Permanent Schedule Changes .....	24

G.	Emergency Schedule Changes .....	24
H.	Employee Requested Schedule Changes .....	24
I.	Time Reporting .....	24
J.	Shift Assignment Process .....	24
K.	Shift Bid Process.....	24
L.	Shift Trades.....	24
	Article IX Safety & Health .....	25
A.	General Provisions .....	25
B.	Personal Protective Equipment (PPE).....	25
C.	Safety Committees .....	26
D.	Ergonomic Assessments .....	26
E.	Physical Standards – Category II Peace Officers.....	26
F.	Air Quality Assessments.....	26
G.	Workplace Violence.....	27
	Article X Compensation .....	27
A.	Salary Payment .....	27
B.	Salary Administration .....	27
C.	Salary Rate Upon Initial Appointment .....	28
D.	Salary Rate Upon Promotion .....	28
E.	Salary Rate Upon Demotion .....	28
F.	Merit Pay Increase .....	28
1.	General Provisions .....	28
2.	Denial of Merit Pay Increase .....	29
3.	Delay of Merit Pay Increase.....	29
G.	Callback Pay .....	29
H.	Compensatory Time.....	29
I.	Dangerous Duty Pay .....	29
J.	Overtime .....	29
K.	Special Adjustments to Pay .....	29
1.	Bilingual Pay.....	30
2.	Field Training Officer (FTO).....	30
3.	Instructor Pay.....	30
4.	Special Assignments .....	30
L.	Out of Class Pay .....	31
M.	Shift Differential .....	31

N.	Uniforms & Equipment.....	32
1.	Uniforms .....	32
2.	Equipment .....	32
3.	Replacement of Uniforms & Equipment .....	33
4.	Personal Equipment .....	33
5.	Retirement Badges .....	33
	Article XI Leave .....	33
	Part I – Paid Leave .....	33
A.	Administrative Leave.....	33
B.	Annual Leave.....	33
1.	Accrual.....	34
2.	Annual Leave Usage .....	34
3.	Annual Leave Cash Out .....	34
C.	Catastrophic Leave.....	34
D.	Civil Leave (Jury Duty) .....	35
E.	Compensatory Time.....	35
F.	Holidays .....	36
1.	Holiday Pay.....	36
2.	Holiday Premium Pay .....	36
3.	Holiday Observance Days.....	36
4.	Holiday Compensation Rules.....	37
G.	Military Leave.....	37
H.	Sick Leave.....	38
1.	Accrual.....	38
2.	Carry Forward & Transfer .....	38
3.	Sick Leave Use .....	38
4.	Sick Leave Reporting, Certification, & Verification .....	39
5.	Sick Leave Call-in for Employees in a Position Requiring Relief.....	39
6.	Restrictions While on Sick Leave .....	39
7.	Sick Leave Abuse .....	40
I.	Union Business Leave.....	40
J.	Union Collective Bargaining Leave.....	40
K.	Union Grievance Leave .....	40
L.	Work-Related Injury or Illness (Workers’ Compensation).....	40
1.	General Provisions .....	40

2.	Compensable Work-Related Injury or Illness Leave .....	41
3.	Return-to-Work .....	41
	Part II – Unpaid Leave .....	41
M.	Benefits Relating to Domestic Violence .....	41
N.	Bereavement Leave (Death in the Family) .....	42
O.	Furlough Leave .....	42
P.	Leave Without Pay (LWOP) .....	42
Q.	Leave of Absence Without Pay .....	42
R.	Family & Medical Leave .....	43
S.	Military Leave - Unpaid .....	44
	Article XII Workplace Environment .....	45
A.	Appearance .....	45
B.	Secondary Employment .....	45
	Article XIII Performance Evaluation .....	45
A.	Coaching & Counseling .....	46
B.	Letters of Instruction .....	46
C.	Performance Improvement Plan (PIP) .....	46
D.	Performance Evaluation Review .....	47
	Article XIV Training & Professional Development .....	47
A.	General Provisions .....	47
B.	Mandatory Training .....	47
C.	Specialized Mandatory Training .....	48
D.	Internal Training & Professional Development Opportunities .....	48
E.	Continuing Education, Certification, & Licensure .....	48
F.	External Training & Professional Development Opportunities .....	49
G.	Professional Association Dues .....	49
H.	Training Records .....	49
I.	Collective Bargaining Agreement (CBA) Training .....	49
J.	Tuition Reimbursement .....	50
	Article XV Alcohol, Drug, & Tobacco-Free Workplace .....	50
A.	Employee Assistance Program (EAP) .....	50
B.	Tobacco Free Workplace .....	51
	Article XVI Remote Work .....	51
	Article XVII Reasonable Accommodation .....	51
	Article XVIII Legal Representation .....	52

Article XIX Discipline .....	53
A. Peace Officer Bill of Rights .....	54
B. Progressive Discipline .....	54
1. Documented Oral Warnings.....	54
2. Written Reprimand.....	55
3. Suspension from Duty Without Pay.....	55
4. Demotion.....	56
5. Dismissal from Service .....	56
C. Investigations .....	57
D. Pre-Disciplinary Review .....	58
E. Confidentiality .....	59
F. Off-Duty Conduct .....	60
Article XX Grievance Procedure .....	60
A. Filing & Processing a Grievance .....	61
1. Procedure .....	61
2. Contents of Grievance & Recipients of Grievance .....	61
3. Modifications of a Grievance.....	62
4. Consolidation of Grievances.....	62
5. When Resolution of a Grievance Becomes Binding.....	62
6. Informal Resolution of a Grievance.....	62
a. General Provisions .....	62
b. Informal Mediation .....	62
7. Withdrawal of a Grievance .....	63
B. Steps in the Grievance Procedure .....	63
1. Step 1 – Immediate Supervisor .....	63
2. Step 2 – Division Administrator, Deputy Administrator, or Designee .....	63
3. Step 3 – Department or Division Head, or Designee .....	63
4. Step 4 – Formal Mediation.....	64
5. Step 5 - Arbitration .....	64
C. Arbitration Procedure.....	64
1. Selecting an Arbitrator.....	64
2. Authority of the Arbitrator.....	64
3. Witnesses .....	65
4. Attendance at Meetings.....	65
D. Successor Clause.....	66

E.	Timelines .....	66
F.	Failure to Meet Timelines .....	66
G.	Grievance Files .....	66
Article XXI Union/Management Dispute Resolution.....		67
A.	The Executive Department .....	67
B.	The Union .....	67
C.	Dispute Resolution.....	67
D.	Union Grievance .....	67
E.	Union Grievance Process .....	68
F.	Successor Clause.....	69
G.	Collective Bargaining Negotiations .....	69
Article XXII Layoff & Reemployment.....		69
A.	Layoff.....	69
B.	Order of Layoffs .....	70
C.	Notice of Layoff.....	70
1.	Transfer .....	71
2.	Voluntary Demotion .....	71
3.	Layoff.....	71
D.	Seniority During Layoffs .....	71
E.	Seniority Lists During Layoffs .....	72
F.	Bumping During Layoffs.....	72
G.	Accruals at Layoff.....	73
H.	Reemployment .....	73
1.	Response from a Recalled Employee for Reemployment.....	74
2.	Reporting Date When Reemployed .....	74
3.	Rate of Pay When Reemployed .....	75
4.	Seniority Date When Reemployed.....	75
Article XXIII Separation from Service.....		75
A.	Resignation .....	75
B.	Disability Separation.....	75
C.	Reinstatement from Disability Separation .....	75
D.	Disability Retirement.....	75
Article XXIV Union/Management Communication Committees.....		76
A.	General Provisions .....	76
B.	Committees .....	76



C.	Scope of Authority .....	77
Article XXV Union Activities .....		77
A.	Employee Rights.....	77
B.	Right to Union Representation.....	77
C.	Right to Non-Participation in the Union .....	77
D.	Union Rights .....	77
E.	Union Staff Representatives .....	77
1.	Access for Union Staff Representatives.....	78
F.	Union Representatives .....	78
G.	Use of State Facilities, Resources, & Equipment .....	79
1.	Meeting Space & Facilities .....	79
2.	Supplies & Equipment .....	79
3.	Email, Fax Machines, the Internet, & Intranets .....	79
4.	Bulletin Boards .....	80
5.	Distribution of Material .....	80
H.	Time Away from Work for Union Activities.....	81
1.	Union Business Leave.....	81
2.	Union Collective Bargaining Leave.....	82
3.	Union Grievance Leave .....	82
I.	Confidentiality During Negotiations.....	83
Article XXVI Mandatory Subjects of Bargaining .....		83
A.	General Provisions .....	83
Article XXVII Department or Division-Specific Bargaining .....		84
A.	Impasse .....	85
Article XXVIII Political Activity .....		85
Article XXIX Disclosure of Improper Governmental Action.....		85
A.	General Provisions .....	85
B.	Fraud Hotline .....	86
Article XXX Strikes & Lockouts.....		86
Article XXXI Entire Agreement .....		86
Article XXXII Savings Clause.....		87
Article XXXIII Nonappropriation Clause.....		87
Article XXXIV Distribution of Agreement .....		87
Article XXXV Term of Agreement .....		88
APPENDICES .....		90

Appendix A.....	91
Appendix B.....	92
Appendix C.....	93
Appendix D.....	94
Appendix E.....	95

# Preamble

This Collective Bargaining Agreement (CBA), referred to as the “Agreement” or the “CBA,” is entered into by the State of Nevada, herein referred to as the “Employer,” and the Nevada State Law Enforcement Officers’ Association (NSLEOA), herein referred to as the “Union.” This Agreement covers employees in Bargaining Unit H which is comprised of Category II peace officers.

Together, the Union and the State acknowledge that as a public agency the State is accountable to the citizens of the State of Nevada. Further, we acknowledge that each employee of the State is responsible for quality service to the citizens of the state of Nevada. By entering into this Agreement, the Employer and the Union agree to promote and assure sound and mutually beneficial working relationships between the parties; provide an orderly and peaceful means of resolving any misunderstanding or differences relating to the provisions of this Agreement which may arise; to set forth the basic Agreement between the parties for the contract years specified; provide a Union/Management meeting system to resolve problems between negotiation periods; provide a system to identify and eliminate inefficiencies in the work place; and support innovative approaches to improving effectiveness of employees and the services they render to the citizens of the state of Nevada. The Employer and the Union will strive together to assist the Departments in meeting their accountability to the citizens of the State of Nevada by working with Integrity, Courage, Accountability, Respect for People, and Excellence. The Preamble is not subject to grievance under Article XX, Grievance Procedure.

## Article I Union Recognition

This Agreement covers permanent employees in the job classifications in Unit H – Category II Peace Officers as described in Appendix A titled, “Job Classifications Eligible for Membership in the Nevada State Law Enforcement Officers’ Association (NSLEOA).”

This Agreement does not cover any statutorily excluded positions, or any positions not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer.

Any proposed changes to the job classifications in Appendix A by the Employer will be noticed to the Union not less than thirty (30) calendar days of the change effective date. Temporary employees, part-time employees, and volunteers are prohibited from being members of the bargaining unit.

/

/

# Article II Unlawful Discrimination

## A. HARASSMENT & DISCRIMINATION

Discrimination, harassment, bullying, and similar behavior in the workplace will not be tolerated. If an employee believes they have been subject to these behaviors, the employee is encouraged to report this behavior to the employee's supervisor and/or to the Departmental or Divisional Human Resources Office. The employee may also file a grievance under Article XX, Grievance Procedure.

Employees who believe they have been subjected to, or witnessed any form of harassment, discrimination, bullying, or similar behavior in the workplace may file a complaint in accordance with this Article. Any other person, including employees, bystanders, or Union representatives who observe or become aware of such conduct may also file a complaint in accordance with this Article.

The Employer will investigate any complaint and/or grievance and take appropriate action, as necessary. If a complaint was filed, the employee will be noticed at the conclusion.

The Employer and the Union will jointly make available training on this Article in electronic or in-person format. The training will be provided during work time to all employees.

## B. SEX OR GENDER-BASED HARASSMENT & DISCRIMINATION

As stated above, the Employer and the Union recognize that a positive working environment is conducive to fostering good employee morale and serves to promote staff efficiency and productivity. The Governor of the State of Nevada has declared that no employee shall engage in sex- or gender-based harassment against another employee, an applicant for employment, or any other person in the workplace and the parties agree and endorse the prevention of sex or gender-based harassment and discrimination in accordance with all federal and state laws, regulations, and policies of the Employer. This Section shall not be construed as the only representation of the Employer's policy on sex- or gender-based harassment. Both parties agree that this policy may be updated and reaffirmed during the term of this Agreement, and that the parties will comply with any updates therein.

Sex- or gender-based harassment and discrimination are forms of misconduct that are unlawful and undermine the integrity of the employment relationship. Sex- or gender-based harassment and discrimination are personally offensive, debilitate morale, and, therefore, interfere with work effectiveness.

No employee should be subjected to unsolicited and unwelcomed sexual overtures or conduct, either verbal, written (including digital media, i.e., email, text or digital photos or graphics), or physical.

No employee should be subjected to physically or verbally harassing behavior—sexual, gendered, or neutral—because of that employee's sex, sexual orientation, gender identity, or expression.

1 No employee should experience discrimination in hiring, promotion, discharge, pay, fringe  
2 benefits, job training, classification, referral, and other terms, conditions, or privileges of  
3 employment.

4 An employee who engages in discriminatory behavior, or behavior that constitutes sex- or gender-  
5 based harassment, may be subject to disciplinary action up to and including dismissal.

6 When allegations of sex- or gender-based harassment or discrimination are made, the Employer  
7 will investigate them and, if substantiated, take corrective action.

8 Equal opportunity with regard to the terms, conditions, and privileges of employment is mandated  
9 under Title VII of the Civil Rights Acts of 1964, the Americans with Disabilities Act of 2008, the  
10 Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Genetic  
11 Information Nondiscrimination Act of 2008, NRS 281.370, and numerous sections of Chapter 284  
12 of the NRS.

### 13 **C. EMPLOYEE RESPONSIBILITIES**

14 All new employees will complete sex- or gender-based harassment prevention training within 30  
15 (thirty) calendar days of their appointment. Thereafter, employees are required to complete sex-  
16 or gender-based harassment prevention training once every two (2) years.

17 A Department may not promote a person who has not completed the sex- or gender-based  
18 harassment training as described above.

19 Employees are responsible for ensuring they do not engage in sex- or gender-based harassment  
20 or discrimination against any other employee, client, applicant for employment, or other  
21 individual(s) with whom they have contact within the performance of their duties. Illegal behavior  
22 that is sex- or gender-based harassment includes:

23 Making submission to unwelcome sexual advances, requests for sexual favors, and other  
24 verbal or physical conduct of a sexual nature either explicitly or implicitly a term or  
25 condition of a person's employment; or,

26 Making submission to or the rejection of such conduct described in (1) by a person a basis  
27 of employment decisions affecting that or any other person; or,

28 Engaging in unwelcome harassing verbal or physical behavior that occurs because of the  
29 sex or gender expression of any individual(s) and has the purpose or effect of unreasonably  
30 interfering with an individual's work performance or creating an intimidating or  
31 offensive work environment where:

32 Harassing behavior is of a sexual nature; or,

33 Harassing behavior is not sexual in nature, but is related to the sex or gender of the  
34 alleged victim or others; or,

35 Harassing behavior is sex- or gender-neutral in content but occurs because of an  
36 individual's sex or gender; or,

37 Any combination of the types of behaviors described above.

1 Employees are responsible for cooperating in the investigation of any complaint of alleged sex-  
2 or gender-based harassment or discrimination. Employees are additionally responsible for  
3 cooperating with the efforts of their Departments to prevent and eliminate sex or gender-based  
4 harassment and discrimination and for maintaining a working environment free from such  
5 unlawful conduct. Pursuant to NAC 284.650, failure to participate in any investigation of alleged  
6 discrimination, including without limitation, an investigation concerning sex- or gender-based  
7 harassment is cause for disciplinary action.

8 A Department may impose harsh disciplinary sanctions on persons who commit sex- or gender-  
9 based harassment, even on first-time offenders; however, sanctions shall be proportionate to the  
10 violation.

11 Federal law prohibits retaliation against employees who bring sex- or gender-based harassment  
12 or discrimination charges or assist in investigating such charges. Any employee making sex- or  
13 gender-based harassment or discrimination complaints, or that is assisting in the investigation of  
14 such a complaint, or that is otherwise engaging in protected activity will not be adversely affected  
15 in terms of their conditions of employment, nor discriminated against, disciplined, or discharged  
16 because of the complaint or their participation in any investigation.

#### 17 **D. COMPLAINT PROCESS**

18 Employees, bystanders, who believe they have been subjected to or witnessed sex- or gender-  
19 based harassment or discrimination are encouraged to advise the person believed to have engaged  
20 in harassment or discrimination that the conduct is unwelcome, undesirable, or offensive.

21 If the employees, bystanders, elects not to confront the alleged harasser, or if the conduct persists  
22 after an objection, employees, bystanders, shall, within a reasonable time, either report the incident  
23 to their supervisor or to the next level of authority in their Department, or the employee may elect  
24 to report the incident as set forth below.

25 If the employees, bystanders, decide to follow through on a formal complaint after talking to their  
26 supervisor or next level of authority in their Department, the supervisor or next level authority  
27 shall ensure that the employees, bystanders, complete a complaint form and the supervisor or next  
28 level authority shall send the complaint to the DHRM's Sexual Harassment & Discrimination  
29 Investigation Unit (SHDIU).

30 If the employees, bystanders, elect not to report the complaint as described above, the employees,  
31 bystanders, may report incidents of sex- or gender-based harassment or discrimination as follows:  
32 to the coordinator within their Department designated to receive such complaints, e.g. the person  
33 identified on the "Discrimination Has No Place in the Workplace" flyer posted in the Department,  
34 the Equal Employment Opportunity (EEO) Officer, or the Departmental Human Resources Office;  
35 or, by completing and filing a [Sexual Harassment or Discrimination Complaint Form using the](#)  
36 [Department's employee information and timekeeping system](#); or, by calling the DHRM's  
37 Harassment/Discrimination Hotline at (800) 767-7381.

38 All forms of complaints must be filed no later than three hundred (300) calendar days after the  
39 date of the alleged act.

1 Employees have the right to consult a Union representative or an attorney to report the incident to  
2 the Nevada Equal Rights Commission (NERC) or to the Equal Employment Opportunity  
3 Commission. An employee, bystander, or other alleged victim of sex- or gender-based harassment  
4 or discrimination may go directly to the NERC or the Equal Employment Opportunity Commission  
5 if:

6 The alleged harasser is a public officer as defined in NRS 281.005.

7 The employee or bystander believes their supervisor, next level authority, an officer,  
8 director, or the Administrator of the Division of Human Resource Management, knew or  
9 should have known about the alleged harassment and failed to take appropriate steps.

10 Failure to report a claim of sex- or gender-based harassment or discrimination internally to the  
11 Employer may jeopardize the standing of any legal claim brought by an employee or bystander.

## 12 **Article III Definitions & Resources**

13 “ADA” is the Americans with Disabilities Act. [www.ada.gov](http://www.ada.gov)

14 “ADAAA” is the Americans with Disabilities Act, Amendments Act.

15 [www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008](http://www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008)

16 “Appointing Authority” is an official, board, or commission having the legal authority to make  
17 appointments to positions in the State service, or a person to whom the authority has been delegated  
18 by the official, board, or commission. The term “Appointing Authority, or designee” is used  
19 interchangeably in this Agreement with “Employer,” and “Department or Division.”

20 “Appointment” means the acceptance by an applicant of an offer of employment by an Appointing  
21 Authority and their mutual agreement as to the date of hire.

22 “Break in service” means any separation from State service, except for those separations listed in  
23 NAC 284.598.

24 “Category I peace officer” means a peace officer who has unrestricted duties and who is not  
25 otherwise listed as a category II or category III peace officer (NRS 289.460).

26 “Category II peace officer” means: 1) the bailiffs of the district courts, justice courts, and municipal  
27 courts whose duties require them to carry weapons and make arrests; 2) constables and their  
28 deputies; 3) inspectors employed by the Nevada Transportation Authority who exercise those  
29 powers of enforcement conferred by NRS; 4) special investigators who are employed full-time by  
30 the office of any district attorney or the Attorney General; 5) investigators of arson for fire  
31 departments who are specially designated by the Appointing Authority; 6) brand inspectors of the  
32 State Department of Agriculture who exercise the powers of enforcement conferred by NRS; 7)  
33 field agents and inspectors of the State Department of Agriculture who exercise the powers of  
34 enforcement conferred by NRS; 8) investigators for the State Forester Firewarden who are  
35 specially designated by the State Forester Firewarden and whose primary duties are related to the  
36 investigation of arson; 9) agents of the Nevada Gaming Control Board who exercise the powers of

enforcement specified in NRS, except those agents whose duties relate primarily to auditing, accounting, the collection of taxes or license fees, or the investigation of applicants for licenses; 10) investigators and administrators of the Division of Compliance Enforcement of the Department of Motor Vehicles who perform the duties specified in NRS; 11) officers and investigators of the Section for the Control of Emissions From Vehicles and the Enforcement of Matters Related to the Use of Special Fuel of the Department of Motor Vehicles who perform the duties specified in NRS; 12) Legislative police officers of the State of Nevada; 13) parole counselors of the Division of Child and Family Services of the Department of Health and Human Services; 14) juvenile probation officers and deputy juvenile probation officers employed by the various judicial districts in the State of Nevada or by a department of juvenile justice services established by ordinance pursuant to NRS whose official duties require them to enforce court orders on juvenile offenders and make arrests; 15) field investigators for the Taxicab Authority; 16) security officers employed full-time by a city or county whose official duties require them to carry weapons and make arrests; 17) the chief of a department of alternative sentencing created pursuant to NRS and the assistant alternative sentencing officers employed by that department; 18) agents of the Cannabis Compliance Board who exercise the powers of enforcement specified in NRS; 19) criminal investigators who are employed by the Secretary of State; and, 20) the Inspector General of the Department of Corrections and any person employed by the Department as a criminal investigator (NRS 289.470).

“Category III peace officer” means a peace officer whose authority is limited to correctional services, including the superintendents and correctional officers of the Department of Corrections (NRS 289.480).

“Child” includes biological, adoptive, or foster child, stepchild, or for whom the employee stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status.

“Class” means a group of positions sufficiently similar with respect to their duties and responsibilities that the same title may be reasonably and fairly used to designate each position allocated to the class, substantially the same tests of fitness may be used, substantially the same minimum qualifications may be required, and the same schedule of compensation may be applied with equity.

“Classification” means the systematic process of analytically grouping and allocating positions to classes based on the similarity of actual duties and responsibilities.

“Classified service” is comprised of employees other than nonclassified, unclassified, or elected officers, who are selected and governed by the State’s merit system.

“Collective Bargaining” is defined as a method of determining conditions of employment by negotiation between representatives of the Executive Department or local government employer and an employee organization or labor organization, entailing a mutual obligation of the Executive Department or local government employer, as applicable, and the representative of the State or local government employees to meet at reasonable times and bargain in good faith with respect to: 1) wages, hours, and other terms and conditions of employment; 2) the negotiation of an



1 agreement; 3) the resolution of any question arising under a negotiated agreement; or, 4) the  
2 execution of a written contract incorporating any agreement reached if requested by either party,  
3 but this obligation does not compel either party to agree to a proposal or require the making of a  
4 concession (NRS 288.032).

5 “Collective Bargaining Agreement (CBA)” This document is known as the Collective Bargaining  
6 Agreement for the State of Nevada and the Nevada State Law Enforcement Officers’ Association  
7 (NSLEOA).

8 “Compensation, Classification, & Recruitment Unit (CCRU)” – The Division of Human  
9 Resource Management unit responsible for establishing compensation, classification, and  
10 performing recruitments for State of Nevada employment.

11 [http://hr.nv.gov/Sections/Compensation\\_Classification\\_Recruitment/](http://hr.nv.gov/Sections/Compensation_Classification_Recruitment/)

12 “Continuous service” means State service, which is not broken by a separation, except for those  
13 separations listed in NAC 284.598.

14 “Demotion” is any movement of an employee to a class having a lower grade than the class  
15 previously held.

16 “Department” means: 1) a Department in the Executive Branch of State Government which is  
17 designated as a department by statute; 2) the Nevada System of Higher Education; and, 3) any  
18 State board or commission which employs classified workers.

19 “Discrimination” means the act of distinguishing, singling out, or making a distinction in the unfair  
20 or unequal treatment of an individual or group based on certain characteristics, including, but not  
21 limited to, age, disability, ethnicity, gender, marital status, national origin, race, religion, and  
22 sexual orientation.

23 “Division” means: 1) a Division in the Executive Branch of State Government which is designated  
24 as a division.

25 “Division of Human Resource Management (DHRM)” is the Division within the Department of  
26 Administration that houses the CCRU, the LRU, the SDHIU, the EMC, and the Central Payroll &  
27 Records Unit. [www.hr.nv.gov](http://www.hr.nv.gov)

28 “Domestic partner” means the employee’s registered domestic partner.

29 “Domestic violence” is defined as in NRS 33.018. [www.leg.state.nv.us/nrs/nrs-033.html#NRS033Sec018](http://www.leg.state.nv.us/nrs/nrs-033.html#NRS033Sec018)

31 “EAP” is the Employee Assistance Program.

32 [http://hr.nv.gov/StateEmployees/Employee\\_Assistance\\_Program\(EAP\)/](http://hr.nv.gov/StateEmployees/Employee_Assistance_Program(EAP)/)

33 “Employee” is a person legally holding a position in the public service.

34 [Employee Handbook, published January 1, 2018.](#)

35 “Employee-Management Relations Board (EMRB)” fosters the collective bargaining process  
36 between local governments and their employee organizations (Unions), provides support in the

process, and resolves disputes between local governments, employee organizations, and individual employees as they arise. <http://emrb.nv.gov/>

“Employer” means the State of Nevada and its employing Departments or Divisions.

“Essential functions of a position” means the fundamental job duties of the employment position.

“Equal Employment Opportunity Commission (EEOC)” is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person’s race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older), disability, or genetic information. [www.eeoc.gov](http://www.eeoc.gov)

“Fair Labor Standards Act (FLSA)” [www.dol.gov/Departments/whd/flsa](http://www.dol.gov/Departments/whd/flsa)

“Family & Medical Leave Act of 1993 (FMLA)” [www.dol.gov/Departments/whd/fmla](http://www.dol.gov/Departments/whd/fmla)

“Family member” is defined to include: Child, including biological, adoptive, or foster child, stepchild, or for whom the employee stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child. Spouse. Registered domestic partner. Grandparent. Grandchild. Sibling.

“FTO” is a Field Training Officer.

“Fraud Hotline” is an established hotline where employees can report inappropriate use of state funds or federal funds received by a State Department; inappropriate vendor or contractor relations; or, diversion, manipulation, misapplication, maltreatment, or misuse of State resources. The Fraud Hotline number is (775) 687-0150.

“Full-time employee” means an employee whose work schedule is equal to one hundred percent (100%) of the full-time equivalent (FTE) established for the position. Full-time employees are scheduled to work a consistent work schedule of forty (40) hours per workweek.

“Full-time equivalent (FTE)” means for an Overtime-eligible employee, the number of hours authorized by the DHRM for the Overtime-eligible employee’s position.

“Furlough Leave” is a temporary unpaid leave of employees due to a special need of the Employer.

[\*Garritty v. New Jersey \(1967\)\*](#)

“Genetic Information Nondiscrimination Act of 2008 (GINA)” <https://www.eeoc.gov/genetic-information-discrimination>

“Governor’s Finance Office (GFO)” [www.budget.nv.gov](http://www.budget.nv.gov)

Governor’s Office [www.gov.nv.gov](http://www.gov.nv.gov)

“Grade” or “Salary grade” means the number assigned by the DHRM to identify the range of pay for a class.

1 “Health-related reason” is defined as a serious public health concern that could result in bodily  
2 injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related  
3 reason does not include inclement weather.

4 “Household members” are defined as persons who reside in the same home who have reciprocal  
5 duties to and do provide financial support for one another. This term will include foster children  
6 and legal wards even if they do not live in the household. The term does not include persons sharing  
7 the same general house when the living style is primarily that of a dormitory or commune.

8 “Immediate family” means the employee’s spouse, registered domestic partner, children –  
9 regardless of age, parents, siblings.

10 “Improper governmental action” means any action taken by a State officer or employee in the  
11 performance of the officer or employee’s official duties, whether or not the action is within the  
12 scope of employment, which is: in violation of any state law or regulation; an abuse of authority;  
13 of substantial and specific danger to the public health or safety; or, a gross waste of public money.

14 “Independent Medical Examination (IME)” is a medical examination that will be conducted by a  
15 licensed physician or healthcare provider that is neutral to the employee and the Employer. An  
16 IME can be requested by the Employer in Workers’ Compensation cases where permanent partial  
17 or permanent total disability is possible for an injured employee, or in cases where the Employer  
18 is trying to determine an employee’s ability to perform the essential functions of their job  
19 classification for the purposes of reasonable accommodation.

20 “Just cause” means a legally sufficient reason, one that is not arbitrary, capricious, or illegal, and  
21 is based upon facts supported by substantial evidence and reasonably believed by the Employer to  
22 be factual.

23 “Labor Relations Unit (LRU)” is the Division of Human Resource Management’s Labor  
24 Relations Unit. [https://hr.nv.gov/Sections/LRU/LABOR\\_RELATIONS\\_UNIT/](https://hr.nv.gov/Sections/LRU/LABOR_RELATIONS_UNIT/) Email:  
25 [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov)

26 “Law enforcement employee” means an employee who works in a position that meets the law  
27 enforcement criteria of Section 7(k) of the FLSA.

28 “Lengthy convalescence” means a period of disability that an attending physician expects to  
29 exceed ten (10) consecutive weeks.

30 “Life-threatening” means a condition which is diagnosed by a physician as creating substantial  
31 risk of death.

32 “Lockout” means the exclusion of employees by the Employer from their place of work until  
33 certain terms are agreed to. This practice is illegal in the state of Nevada.

34 “Mediation” means assistance by an impartial third party to reconcile differences between the  
35 Executive Department or a local government employer and an exclusive representative through  
36 interpretation, suggestion, and advice (NRS 288.065).

1 “Merit pay increase” is an increase in salary granted on an employee’s pay progression date when  
2 they have a performance rating that is standard or better and have not yet attained the top step of  
3 the salary grade.

4 “Minimum qualifications” means the qualifying age, basic work experience, education, training,  
5 and/or licensure necessary to be considered for a job. Minimum qualifications are an indication of  
6 what is required to be successful in a job.

7 “National Labor Relations Board (NLRB)” [www.nlr.org](http://www.nlr.org)

8 “Nevada Administrative Code (NAC)” [www.leg.state.nv.us/nac/](http://www.leg.state.nv.us/nac/)

9 “Nevada Department of Administration (NDOA)” [www.admin.nv.gov](http://www.admin.nv.gov)

10 “Nevada Department of Agriculture (NDA)” [www.agri.nv.gov](http://www.agri.nv.gov)

11 “Nevada Department of Business & Industry (B&I)” [www.business.nv.gov](http://www.business.nv.gov)

12 “Nevada Department of Conservation & Natural Resources (NDCNR)” [www.dcnr.nv.gov](http://www.dcnr.nv.gov)

13 “Nevada Department of Corrections (NDOC)” [www.doc.nv.gov](http://www.doc.nv.gov)

14 “Nevada Department of Education (NDOE)” [www.doe.nv.gov](http://www.doe.nv.gov)

15 “Nevada Department of Employment, Training, & Rehabilitation (DETR)” [www.detr.nv.gov](http://www.detr.nv.gov)

16 “Nevada Department of Health & Human Services (NDHHS)” [www.dhhs.nv.gov](http://www.dhhs.nv.gov)

17 “Nevada Department of Motor Vehicles (NVDMV)” [www.nvdmv.com](http://www.nvdmv.com)

18 “Nevada Department of Public Safety (NDPS)” [www.dps.nv.gov](http://www.dps.nv.gov)

19 “Nevada Department of Taxation” [www.tax.nv.gov](http://www.tax.nv.gov)

20 “Nevada Department of Tourism & Cultural Affairs” [www.nvculture.org](http://www.nvculture.org)

21 “Nevada Department of Transportation (NDOT)” [www.nevadadot.com](http://www.nevadadot.com)

22 “Nevada Department of Veterans Services (NDVS)” [www.veterans.nv.gov](http://www.veterans.nv.gov)

23 “Nevada Department of Wildlife (NDOW)” [www.ndow.org](http://www.ndow.org)

24 “Nevada Equal Rights Commission (NERC)” [www.detr.state.nv.us/nerc.htm](http://www.detr.state.nv.us/nerc.htm)

25 “Nevada Office of the Attorney General (NVAGO)” [www.ag.nv.gov](http://www.ag.nv.gov)

26 “Nevada Revised Statutes (NRS)” [www.leg.state.nv.us/nrs/](http://www.leg.state.nv.us/nrs/)

27 “Nevada System of Higher Education (NSHE)” [www.nshe.nevada.edu](http://www.nshe.nevada.edu)

28 “Nevada Taxicab Authority” is a division of the Nevada Department of Business & Industry.  
29 [www.taxi.nv.gov](http://www.taxi.nv.gov)

30 “Nevada Transportation Authority (NTA)” is a division of the Nevada Department of Business &  
31 Industry. [www.nta.nv.gov](http://www.nta.nv.gov)

1 “Nonclassified employee” means an employee in the Office of the Governor or the Judicial or  
2 Legislative branch of State government.

3 “Nonstandard workweek” means a work scheduled of five (5) shifts with the same number of hours  
4 each day and a maximum of forty (40) hours per week throughout the year. The work schedule is  
5 other than Monday through Friday.

6 “Office of Employee Development (OED)” – The Division of Human Resource Management OED  
7 provides statewide training, professional development, and consultation services to employees and  
8 State Departments and Divisions. [https://hr.nv.gov/Sections/Office\\_of\\_Employee\\_Development/](https://hr.nv.gov/Sections/Office_of_Employee_Development/)

9 “Office of the State Treasurer” [www.nevadatreasurer.gov](http://www.nevadatreasurer.gov)

10 “Option” means a clearly identified sub-classification mentioned in a class specification for a job  
11 title.

12 “Overtime-eligible position” means a position that is assigned duties and responsibilities that meet  
13 the criteria for Overtime coverage under the FLSA and state law. Job classifications covered under  
14 this Agreement are designated as Overtime-eligible.

15 “Overtime-exempt position” means a position that is assigned duties and responsibilities that do  
16 not meet the criteria for Overtime coverage under the FLSA and state law.

17 “Paid status” means the time that an employee is working or on a paid leave of absence, excluding  
18 Catastrophic Leave.

19 “Part-time employee” means an employee whose work schedule is less than one hundred percent  
20 (100%) full-time equivalent (FTE) for an employee’s pay class designation. Part-time employees  
21 are scheduled to work a consistent work schedule of less than forty (40) hours per workweek.

22 “Pay progression date” means the date on which an employee completes one (1) year of continuous  
23 employments equivalent to full-time service following the appointment to their current salary  
24 grade.

25 “Peace Officer Standards & Training (POST)” is the regulatory agency that establishes the  
26 minimum qualifications, training, and standards for Nevada’s peace officers. POST is the  
27 governing authority for the behavior, basic and professional certification, course certification, and  
28 training requirements for all peace officers in Nevada. <http://post.nv.gov/>

29 “Performance Improvement Plan (PIP)” is a tool to give an employee with behavior issues or  
30 performance deficiencies the opportunity to follow a strict plan with a goal of successfully  
31 correcting their behavior or performance.

32 “Permanent employee” is a classified employee who has successfully completed the Probationary  
33 Period for any class held during continuous State service.

34 “Permanent status” means the standing achieved in a class when; 1) an employee has successfully  
35 completed the Probationary Period for the class; or, 2) the appointment does not require a new  
36 Probationary Period and the employee does not hold another type of status of appointment for the  
37 class.

1 “Personnel Commission” is a Commission of five (5) members and five (5) alternates appointed  
2 by the Governor that is responsible for adopting personnel regulations and for reviewing  
3 decisions of the Employer regarding contested personnel issues.

4 [http://hr.nv.gov/Boards/PersonnelCommission/Personnel\\_Commission/](http://hr.nv.gov/Boards/PersonnelCommission/Personnel_Commission/)

5 “Position” is a group of duties and responsibilities that have been assigned to a single job.

6 “Probationary Period” is the first six (6) or twelve (12) month period of an employee’s initial  
7 appointment to a position.

8 “Prohibitions & Penalties” or P&P’s are a Department’s or Division’s policy approved by the  
9 Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and  
10 equitable process for taking disciplinary action regarding a permanent employee.

11 “Promotion” means an advancement to a position in a class that has a higher salary grade than the  
12 class previously held.

13 “Public Employees’ Retirement System (PERS)” is the retirement system for State employees.  
14 [www.nvpers.org](http://www.nvpers.org)

15 “Reasonable accommodation” means any change or adjustment to a job or work environment that  
16 permits a qualified applicant or employee with a disability to participate in the job application  
17 process, to perform the essential functions of a job, or enjoy the benefits and privileges of  
18 employment equal to those enjoyed by employees without disabilities, without creating an undue  
19 hardship on the Employer.

20 “Reemployment” means a noncompetitive appointment of a current or former employee to a class  
21 for which the employee has reemployment rights because of military service, layoff, a permanent  
22 disability arising from a work-related injury or illness, seasonal separation, reallocation, or  
23 reclassification of the position to a lower salary grade.

24 “Regular Day Off (RDO)” is an employee’s assigned day off.

25 “Rehire” means any appointment to the classified service following a separation from the classified  
26 service.

27 “Reinstatement” means a noncompetitive appointment of a former permanent employee to a class  
28 the employee formerly held or to a comparable class.

29 “Relative” is defined to include grandparents, great-grandparents, uncles, aunts, nephews,  
30 grandchildren, nieces, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-  
31 law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-  
32 law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, grandson-in-law, granddaughter-in-  
33 law, nephew-in-law, niece-in-law, great-grandson-in-law, and great-granddaughter-in-law.

34 “Remote Work” is the same as telecommuting and means working from an alternate worksite that  
35 is away from the employee’s official worksite or duty station and is approved by the Employer.

36 “Reviewing officer” is the supervisor of the person who prepared a report on performance of an  
37 employee or another person designated by the Appointing Authority.

1 “Risk Management Division” – The Risk Management Division of the Department of  
2 Administration provides statewide training and consultation services to employees and State  
3 Departments and Divisions regarding safety and loss prevention, including Workers’  
4 Compensation. <https://risk.nv.gov/>

5 [Rules for State Personnel Administration](#), republished August 2020.

6 Secretary of State (SOS) [www.nvsos.gov](http://www.nvsos.gov)

7 “Seniority” is the status attained by employees based on their initial date of hire with the State,  
8 their length of service within a Department or Division, and/or their length of service within a job  
9 classification.

10 “Sexual assault” is defined as in NRS 200.366. [www.leg.state.nv.us/nrs/nrs-200.html](http://www.leg.state.nv.us/nrs/nrs-200.html)

11 “Sexual Harassment & Discrimination Investigation Unit (SHDIU)” is the unit within the Division  
12 of Human Resource Management that investigates allegations of sexual harassment and  
13 discrimination.

14 [\*Skelly v. State Personnel Board \(1975\)\*](#)

15 “Skills and abilities” means the technical or manual proficiencies which are usually learned or  
16 acquired through training and are measurable and observable, and the demonstrable capacity to  
17 apply several sets of knowledge and skills simultaneously to complete a task or perform an  
18 observable behavior.

19 “Spouse” means the employee’s lawful husband or wife.

20 “Stalking” is defined as in NRS 200.575. [www.leg.state.nv.us/nrs/nrs-200.html#NRS200Sec575](http://www.leg.state.nv.us/nrs/nrs-200.html#NRS200Sec575)

21 State Administrative Manual (SAM), revised January 14, 2020

22 State of Nevada Commission on Ethics [www.ethics.nv.gov](http://www.ethics.nv.gov)

23 “Step” is a specific hourly rate of pay within a salary grade. “Straight shift” or “straight time”  
24 means the regularly established work shift of an employee during a workweek.

25 “Strike” means any concerted: stoppage of work, slowdown, or interruption of operations by  
26 employees of the State of Nevada or local government employees; absence from work by  
27 employees of the State of Nevada or any local government employees upon any pretext or excuse,  
28 such as illness, which is not founded in fact; or, interruption of the operations of the State of  
29 Nevada or any local government employer by any employee organization or labor organization  
30 (NRS 288.074). Strikes are illegal in the state of Nevada.

31 “Supervisor” includes: A) any individual having authority in the interest of the Employer to hire,  
32 transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees  
33 or responsibility to direct them, to adjust their grievances or effectively to recommend such action,  
34 if in connection with the foregoing, the exercise of such authority is not of a merely routine or  
35 clerical nature, but requires the use of independent judgment. The exercise of such authority  
36 occupies a significant portion of the employee’s workday. If any of the following persons perform  
37 some, but not all, of the foregoing duties under a paramilitary command structure, such a person



1 shall not be deemed a supervisory employee solely because of such duties: 1) a police officer as  
2 defined in NRS 288.215; a firefighter, as defined in NRS 288.215; or, a person who: i) has the  
3 powers of a peace officer; and, ii) is a local government employee who is authorized to be in a  
4 bargaining unit pursuant to the provisions of this chapter. B) Any individual or class of individuals  
5 appointed by the Employer and having authority on behalf of the Employer to: 1) hire, transfer,  
6 suspend, lay off, recall, terminate, promote, discharge, assign, reward, or discipline other  
7 employees or responsibility to direct them, to adjust their grievances or to effectively recommend  
8 such action; 2) make budgetary decisions; and, 3) be consulted on decisions relating to collective  
9 bargaining, if in connection with the foregoing, the exercise of such authority is not of a merely  
10 routine or clerical nature, but requires the use of independent judgment. The exercise of such  
11 authority shall not be deemed to place the employee in supervisory employee status unless the  
12 exercise of such authority occupies a significant portion of the employee's workday. An employee  
13 who has been given incidental administrative duties shall not be classified as a supervisory  
14 employee.

15 "Transfer" means a noncompetitive appointment in which an employee moves from one position  
16 to another position in the same class or related class with the same salary grade, or a competitive  
17 appointment in which an employee moves to a position in a different class with the same salary  
18 grade.

19 "Trial Service Period" means the six (6) month, or twelve (12) month, Probationary Period served  
20 by a permanent employee who has been promoted to or who has voluntarily transferred to a vacant  
21 position.

22 "Unclassified service" means officials, officers, or employees of the Executive branch of State  
23 government whose positions are identified in the NRS as unclassified.

24 "Uniformed services" or "military" means the Armed Forces, the Army National Guard, the  
25 Armed Forces Reserves, and the Air National Guard of any state, territory, commonwealth,  
26 possession, or district when engaged in active duty for training, inactive duty training, full-time  
27 National Guard duty, state active duty, the Commissioned Corps of the Public Health Service, the  
28 Coast Guard, and any other category of persons designated by the President of the United States  
29 in time of war or national emergency.

30 "Underfill" means the filling of a position with an employee holding a lower classification, except  
31 for those situations where the employee is in a classification that is a training or intermediate level  
32 preparation to promotion to the journey level class.

33 "Uniformed Services Employment & Reemployment Rights Act (USERRA)"

34 <https://www.dol.gov/agencies/vets/programs/userra>

35 "Union" is a representative organization or association formed by employees with common  
36 interests or purposes. The Union for this Agreement is the Nevada State Law Enforcement Officers  
37 Association (NSLEOA), [www.nsleoa.org](http://www.nsleoa.org).

38 "Union Representative" or "Union Steward" is an employee of the Employer that is a trained  
39 Union official who represents and defends the interest of fellow employees relative to the CBA.



1 “Union Staff Representative” is an employee of the Union.

2 “United States Department of Homeland Security (US DHS)” [www.dhs.gov](http://www.dhs.gov)

3 “United States Department of Health & Human Services (US DHHS)” [www.hhs.gov](http://www.hhs.gov)

4 “United States Department of Labor (US DOL)” [www.dol.gov](http://www.dol.gov)

5 “Union Steward” or “Union Representative” is an employee of the Employer that is a trained  
6 Union official who represents and defends the interest of fellow employees relative to the CBA.

7 *Weingarten, Inc. v. National Labor Relations Board (NLRB) (1975)*

8 “Workday” is one (1) of seven (7) consecutive, twenty-four (24) hours periods in a workweek.

9 “Work schedule” means the workweeks and work shifts of different numbers of hours that are  
10 established by the Employer in order to meet business and customer service needs.

11 “Work shift” means the hours an employee is scheduled to work each workday in a workweek.

12 “Workweek” is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours  
13 consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin  
14 at 0001 hours on Monday and end at 2359 hours the following Sunday, or as otherwise designated  
15 by the Department or Division head, or designee.

## 16 **Article IV Management Rights**

17 This Article generally describes management rights and shall not be construed as either  
18 expanding or limiting the rights of management or employees pursuant to applicable state law.

19 Except as modified by this Agreement, the Employer retains all right of management which, in  
20 addition to all powers, duties, and rights established by constitutional provision or statute, will  
21 include but are not limited to:

22 The right to determine the Employer’s functions, programs, organizational structure, and  
23 use of technology.

24 The right to determine the Employer’s budget and size of each Department’s or  
25 Division’s workforce and the financial basis for layoffs.

26 The right to direct and supervise employees.

27 The right to take all necessary actions to carry out the mission of the State of Nevada and  
28 its Departments or Divisions during emergencies.

29 The right to determine the Employer’s mission and strategic plans.

30 The right to develop, enforce, modify, or terminate any policy, procedure, manual, or  
31 work method associated with the operations of the Employer.

1 The right to determine or consolidate the location of operations, offices, work sites,  
2 including permanently or temporarily moving operations in whole or in part to other  
3 locations.

4 The right to establish or modify the workweek, daily work shift, hours of work, and days  
5 off.

6 The right to establish work performance standards, which include but are not limited to  
7 the priority, quality, and quantity of work to be offered to the public to ensure appropriate  
8 services and the safety of the public, as well as the means and methods of offering those  
9 services.

10 The right to establish, allocate, reallocate, or abolish positions, and determine the skills  
11 and abilities necessary to perform the duties of such positions.

12 The right to select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and  
13 temporarily or permanently lay off employees.

14 The right to determine, prioritize, and assign work to be performed, including workload  
15 factors.

16 The right to determine the need for and the method of scheduling, assigning, authorizing,  
17 and approving Overtime.

18 The right to determine training needs, methods of training, and employees to be trained.

19 The right to determine the reasons for and the methods by which employees will be laid  
20 off.

21 The right to suspend, demote, reduce pay, discharge, and/or take other disciplinary  
22 actions.

23 Nothing contained within this Agreement shall modify the above identified management rights.

## 24 **Article V Union Dues**

### 25 **A. NOTIFICATION TO EMPLOYEES**

26 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to  
27 appointment into positions included in the bargaining unit of the Union's exclusive  
28 representation status. Upon appointment to a bargaining unit position, the Employer will furnish  
29 the employees with membership materials provided by the Union. The Employer will inform  
30 employees in writing if they are subsequently appointed to a position that is not in a bargaining  
31 unit.

### 32 **B. UNION DUES DEDUCTION**

33 Deduction of Union Dues is strictly a voluntary deduction.

1 The Union will provide the Employer with a copy of the employee's signed membership  
2 document.

3 The Union will provide the designated pay center for the employee's Department or Division  
4 with the percentage and maximum dues amount to be deducted from the employee's paycheck.

5 Within thirty (30) days of receipt of the completed and signed membership card, the Employer  
6 will deduct from the employee's paycheck an amount equal to the dues required to be a member  
7 of the Union.

8 The Employer will provide payments for the deductions to the Union at the Union's official  
9 headquarters each pay period.

10 If there is any change in the amount to be deducted for Union dues, the Union will notice the  
11 Employer within forty-five (45) calendar days.

## 12 **C. STATUS REPORTS**

13 The Employer will provide the Union with a report in electronic format each pay period with the  
14 following information:

15 Employee name.

16 Mailing address.

17 Employee job title.

18 Department and Division.

19 Official duty station or work site.

20 Work phone number.

21 Work email address.

22 Date of hire.

23 Pay grade.

24 Pay step.

25 Seniority date.

26 Separation date.

27 Information provided pursuant to this Section will be maintained by the Union in confidence  
28 according to federal and state law.

29 The Union will indemnify the Employer for any violations of employee privacy committed by  
30 the Union pursuant to this Section.

1     **D.     REVOCATION**

2     An employee may revoke their authorization for payroll deduction of Union dues by written  
3     request to the Union in accordance with the terms and conditions of their signed membership  
4     card. Upon receipt by the Employer of the confirmation from the Union that the terms of the  
5     employee's authorization for payroll deduction revocation have been met, every effort will be  
6     made to end the deduction effective on the first payroll, and not later than the second payroll,  
7     subsequent to the revocation.

8     **E.     INDEMNIFICATION**

9     The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits,  
10    or other forms of liability that arise against the Employer for or on account of compliance with  
11    this Article and any and all issues related to the deduction of Union dues or fees.

12    The Department or Division agrees not to honor any check-off authorizations or dues deduction  
13    authorizations executed by any employee in the bargaining unit in favor of any other labor  
14    organization representing employees for purposes of negotiation for wages, hours, and working  
15    conditions, and other fringe benefits for its members.

16    **Article VI   Hiring & Appointments**

17    The classified service of the State of Nevada is comprised of all positions in the public service now  
18    existing and hereafter created which are filled according to merit and fitness from eligible lists  
19    prepared upon the basis of examination, which must be open and competitive, except as otherwise  
20    provided for by statutes that govern the unclassified service. Candidates for positions in the  
21    classified service will be evaluated on the basis of experience, character, education, and any other  
22    factors relating to their ability to perform the duties of the position. For detailed information on  
23    the Employer's recruitment and selection practices, policies, and procedures visit the [DHRM](#)  
24    [Classification, Compensation, & Recruitment Unit's website](#).

25    As employees of the State of Nevada, NAC 289.110 and NAC 289.205 require certain pre-  
26    employment steps.

27    The Employer recognizes that all current employees have successfully completed a thorough  
28    background investigation in which the provisions of NAC 289.110 have been satisfied, as well as  
29    a physical fitness examination in which the provisions of NAC 289.205 have been satisfied.

30    A permanent employee who is selected to transfer to a position in the same class and option within  
31    the same Department or Division will not be subject to a background check.

32    The Employer and the Union recognized that job classifications recognized as Category II Peace  
33    Officers have different job elements for specific assignments to Departments or Division.  
34    Consideration of current employees for the purposes of transfer from one position to another in  
35    different Departments or Divisions may require a modified background check that will exclude a

pre-law enforcement personal history questionnaire, a polygraph examination, and a psychological examination, unless good cause is shown which would require such examination.

## **Article VII Employee Records Management**

The Employer has the authority to maintain files on each employee.

An employee may examine their own file(s) by contacting their Departmental or Divisional Human Resources Office for their Department or Division file(s) and/or the appropriate Central Records Unit.

The Employer will provide access to the file(s) as soon as possible but not more than fourteen (14) calendar days from the date of request. Review of the file(s) will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s).

Written authorization is required before any representative of the employee will be granted access to the file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable.

The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For more detailed information, visit the [DHRM Central Records website](#).

### **A. FILE TYPES**

The following are the types of files that may be maintained on each employee.

#### **1. Medical File**

Medical Files are maintained by the employee's Department or Division and will be kept separate and confidential in accordance with federal and state law.

#### **2. Payroll File**

Comprehensive payroll records will be maintained for each employee by the DHRM's Central Payroll & Employee Records Division.

#### **3. Personnel File**

One (1) official Personnel File may be maintained by the Employer for each employee. One (1) official Personnel File will also be maintained by the employees Departmental or Divisional Human Resources Office.

Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. The Departmental or Divisional Personnel File may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

#### **4. Supervisor File**

Each first line supervisor will keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, a Performance Improvement Plan (PIP) or Last Chance Agreement (LCA).

The confidentiality and security of Supervisor Files will be maintained to the extent allowed or required by law.

#### **5. Training Files**

The Employer may maintain a record of all training the employee has taken while in active service. Employees are responsible for maintaining copies of all training documentation.

### **B. CONFIDENTIALITY**

The Employer will confidentially maintain all files unless they are deemed available for disclosure in accordance with federal and state law.

### **C. PUBLIC RECORDS**

The DHRM maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the DHRM Central Records Unit or the employee's Departmental or Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. For the purposes of public inspection, the roster shall exclude information deemed sensitive related to all employees in law enforcement job classifications, including but not limited to, such information deemed confidential under NRS 289 and any other federal or state law provisions.

1 **D. RECORDKEEPING FOR THE PURPOSES OF DISCIPLINARY**  
2 **ACTION, PERFORMANCE EVALUATION, PROMOTION, OR**  
3 **TRANSFER**

4 Letters of Instruction may be retained within the employee's Supervisor File until the completion  
5 of the employee's next annual performance evaluation or for a total of twelve (12) months,  
6 whichever is greater.

7 An Oral Warning will be considered for the purposes of evaluating further disciplinary action no  
8 later than thirty-six (36) months from the date of issuance, so long as the events giving rise to the  
9 Oral Warning did not result in any further discipline.

10 An Oral Warning may be considered for the purposes of evaluating promotions or transfers no  
11 later than thirty-six (36) months from the date of issuance, so long as: 1) the Oral Warning is the  
12 only incident in the Supervisor File on that employee; and, 2) the events giving rise to the Oral  
13 Warning did not result in any additional or progressive discipline.

14 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action  
15 no later than sixty (60) months from the date of issuance, so long as the events giving rise to the  
16 Written Reprimand did not result in any further discipline.

17 A Written Reprimand will be considered for the purposes of evaluating promotions or transfers no  
18 later than sixty (60) months from the date of issuance, so long as: 1) the Written Reprimand is the  
19 only incident in the Personnel File on that employee; and, 2) the events giving rise to the Written  
20 Reprimand did not result in any additional or progressive discipline.

21 Suspensions, demotions, and any discipline related to unlawful discrimination, harassment,  
22 interactions with the public, or excessive force, shall be considered in all cases.

23 In the event an employee is not chosen to transfer to another Employer Department or Division  
24 due to a matter arising from their Personnel File or background investigation related to provisions  
25 of NAC 289.110, the employee will be given the opportunity to examine their file and submit a  
26 written response to documentation in their file for future consideration. The Appointing Authority  
27 may, but is not required to, change their hiring decision.

28 **Article VIII Hours of Work**

29 This Article outlines the general administration of hours of work and shall not be construed as an  
30 exhaustive representation of the Employer's policies and procedures regarding hours of work for  
31 employees. Department or Division-specific policies, Standing Orders (SO's), or Administrative  
32 Regulations (AR's) should be consulted when employees need detailed information. In addition,  
33 this Article shall not be construed to affect any collective bargaining rights afforded to the  
34 employees pursuant to state law, including but not limited to total work hours required in a  
35 workday or workweek, number of days worked in a work week, or any salary or wage rates or

1 other forms of direct monetary compensation. In such instances, all such provisions shall be subject  
2 to mandatory negotiations between the Employer and the Union.

### 3 **A. WORK SCHEDULES**

4 Pursuant to the Fair Labor Standards Act (FLSA), an assigned regular work schedule for  
5 employees covered under this Agreement will not be more than forty (40) hours in a workweek,  
6 with starting and ending times as determined by the requirements of the position and the  
7 Department or Division.

8 A regular work schedule will normally include two (2) consecutive scheduled regular days off  
9 (RDO's); however, the Department or Division may adjust the regular work schedule with prior  
10 notice to the employee.

11 The official workweek for the purposes of payroll begins on each Monday at 0001 hours and ends  
12 at 2259 hours on the following Sunday.

13 Regular work schedules for employees covered under this Agreement will be assigned according  
14 to Departmental or Divisional policy and such assignments may be comprised of:

15 Five (5) eight (8) hour shifts per workweek; or,

16 Four (4) ten (10) hour shifts per workweek; or,

17 A variable or innovative work schedule as agreed upon by the Department or Division and  
18 the employee.

19 The Department or Division may reassign employees for operational necessity.

20 This Article shall not be construed to guarantee any number of hours of work either per shift or  
21 per week.

### 22 **B. MEAL BREAKS**

23 The Employer and the Union agree to paid Meal Breaks that vary from and supersede the Meal  
24 Break requirements of federal and state law.

25 Meal Breaks for employees working more than five (5) consecutive hours, if entitled, will be a  
26 minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as  
27 possible. Employees working three (3) or more hours longer than their regularly scheduled  
28 workday will be allowed an additional thirty (30) minute Meal Break.

29 When an employee's Meal Break period is interrupted by work duties, they will be allowed to  
30 resume their Meal Break following the interruption, if possible, to complete their allotted Meal  
31 Break period.



Meal Breaks may not be used for late arrival or early departure from work and Meal Breaks and Rest Periods will not be combined.

### **C. REST PERIODS**

The Employer and the Union agree to Rest Periods that vary from and supersede the Rest Period requirements of federal and state law.

Employees will be allowed one (1) Rest Period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked, at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest Periods do not require relief from duty.

Where the nature of the work allows employees to take intermittent Rest Periods equivalent to fifteen (15) minutes for each one-half (1/2) shift of three (3) hours or more, scheduled Rest Periods are not required.

Rest Periods may not be used for late arrival or early departure from work and Rest Periods and Meal Breaks will not be combined.

### **D. DAILY WORK SHIFT CHANGES**

The Department or Division may adjust an employee's daily start and/or end time(s) if operational necessity dictates such change.

### **E. TEMPORARY SCHEDULE CHANGES**

An employee's workweek and/or work schedule may be temporarily changed with prior notice from the Department or Division.

A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Employees will receive three (3) calendar days' written notice of any temporary schedule change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.

An employee scheduled to work during the Daylight Savings time changes will have the option to adjust their shift to ensure a full shift is worked or complete a leave slip for one (1) hour of either Compensatory Time or Annual Leave to accommodate the short day. For the extended day, an employee is required to either adjust their shift, or complete a Compensatory Time or Overtime slip, whichever the Department or Division requires, after working the extra hour.

Adjustments in the hours of work of daily work shifts as described above during a workweek do not constitute a temporary schedule change.

1     **F.     PERMANENT SCHEDULE CHANGES**

2     An employee's workweek and work schedule may be permanently changed with prior notice from  
3     the Department or Division.

4     An employee will receive fourteen (14) calendar days' notice via memorandum, email, or  
5     telephone call, of a permanent schedule change. This notice will include the reason for the schedule  
6     change. The day notice is given is not considered part of the notice period. During that notice  
7     period, the employee may request a meeting with their supervisor to discuss potential hardships or  
8     family needs that the supervisor may consider relative to a permanent schedule change.

9     Adjustments in the hours of work of daily work shifts during a workweek do not constitute a  
10    permanent schedule change.

11    **G.     EMERGENCY SCHEDULE CHANGES**

12    The Department or Division may adjust an employee's workweek and work schedule without prior  
13    notice in emergencies.

14    **H.     EMPLOYEE REQUESTED SCHEDULE CHANGES**

15    An employee may make a "flex request" wherein they ask for a flexible start or end time to their  
16    shift on a specific day. The Department or Division may approve or disapprove such request based  
17    on operational need.

18    An employee's workweek and work schedule may be changed at their request and with the  
19    Department's or Division's approval, provided the Department's or Division's operational needs  
20    are met and no Overtime expense is incurred.

21    **I.     TIME REPORTING**

22    Employees covered under this Agreement will accurately record time worked in accordance with  
23    the established process as determined by their Department or Division.

24    **J.     SHIFT ASSIGNMENT PROCESS**

25    Department or Division-specific shift assignment processes are in Appendix B of this  
26    Agreement.

27    **K.     SHIFT BID PROCESS**

28    Department or Division-specific shift bid processes are in Appendix C of this Agreement.

29    **L.     SHIFT TRADES**

30    Department or Division-specific shift trade procedures are in Appendix D of this Agreement.

# **Article IX Safety & Health**

## **A. GENERAL PROVISIONS**

The Employer, employee, and the Union have a significant responsibility to implement and maintain appropriate workplace safety and health standards.

The Employer will provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), and Nevada Peace Officer Standards & Training (POST).

Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.

The Department or Division may direct employees to use leave in accordance with Article XI, Leave, Part I Paid Leave, Sick Leave, when employees self-report a contagious health condition.

The Department or Division may direct employees to use leave in accordance with Article XI, Leave, Part I Paid Leave, Administrative Leave or Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment.

When a worksite is impacted by a critical incident, the Employer and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

## **B. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The Employer and the Department or Division will determine and provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients. The Employer and Department or Division will provide that amount of such equipment and apparel including replacements, as is necessary.

PPE may include but not be limited to those items appropriate for the employee to effectuate their duties in a safe manner.

The Employer and Department or Division will provide employees with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use.

Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

The Employer will follow its policies and procedures regarding safety training for all employees.

1 The Employer will form a joint Safety Committee in accordance with OSHA, NIOSH, the  
2 Employer's Risk Management Division requirements, and Article XXI, Union/Management  
3 Communications Committees.

#### 4 **C. SAFETY COMMITTEES**

5 Safety Committees are intended to provide a forum for the Employer, employees, and the Union  
6 to communicate about issues that arise relative to the safety of the working environment. The  
7 Union will work cooperatively with the Employer on safety and health-related matters and will  
8 encourage employees to work in a safe manner.

9 Safety Committees will be made up of representatives from the Employer, the Union, and  
10 employees in accordance with the Safety & Health Program outlined in the State Administrative  
11 Manual (SAM).

12 Safety Committee meetings will be conducted in accordance with the State's Safety & Health  
13 Program. Committee recommendations will be forwarded to the appropriate Department or  
14 Division head, or designee, for review and action, as necessary. The Department or Division head,  
15 or designee, will report follow-up action/information to the Safety Committee.

#### 16 **D. ERGONOMIC ASSESSMENTS**

17 At the request of the employee, the employee's Department or Division will ensure that an  
18 ergonomic assessment of the employee's workstation is completed. Solutions to identified  
19 issues/concerns will be implemented within available resources.

#### 20 **E. PHYSICAL STANDARDS – CATEGORY II PEACE OFFICERS**

21 Employees in job classifications eligible for membership under this Agreement are responsible for  
22 maintaining their bodies to the appropriate physical standards as indicated in Nevada POST, the  
23 NRS, and applicable Department or Division policies and procedures.

24 Category II Peace Officers who are currently required to attend an annual physical appointment  
25 under NRS 617 shall continue to do so. Annual physicals will be scheduled during working hours  
26 and the Employer will be responsible for all wages and other compensation during their attendance  
27 at such examinations. Employees are responsible for compliance with any orders given to them by  
28 the certified occupational health physician conducting the annual physical.

#### 29 **F. AIR QUALITY ASSESSMENTS**

30 Air quality concerns regarding specific work locations brought to the Safety Committee will be  
31 evaluated and processed in accordance with this Article.

## **G. WORKPLACE VIOLENCE**

The Employer and the Union agree that the personal safety and health of each employee is of primary importance.

It is the responsibility of all employees to support safety and health programs. Employees must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor. This may include restraining orders granted against their disgruntled spouse, domestic partner, acquaintance, or others.

Any report of a direct or indirect threat and/or actual workplace violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. All incidents will be immediately investigated, and appropriate action taken.

The Employer will ensure tailored active threat awareness and preparedness training is made available to all employees.

## **Article X Compensation**

### **A. SALARY PAYMENT**

The compensation schedule for employees in the State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. An employee's pay rate is set within a salary grade at a specific step.

Appendix E, "Salary Schedules for Job Classifications Eligible for Membership in the Nevada State Law Enforcement Officers' Association (NSLEOA)" will reflect the salary schedules for employees covered under this Agreement.

Effective the first full pay period in July 2022, the salary schedules for Bargaining Unit H will reflect a two percent (2%) increase. If a State-wide increase is granted to all employees of the State, employees covered under this Agreement will also receive that additional increase.

In the first full pay period of July 2022, employees covered under this Agreement who have continuous State service of more than five (5) but less than fifteen (15) years on July 1, 2022 will receive a one-time bonus payment of five hundred dollars (\$500).

In the first full pay period of July 2022, employees covered under this Agreement who have continuous State service of fifteen (15) years or more on July 1, 2022 will receive a one-time bonus payment of one thousand dollars (\$1,000).

### **B. SALARY ADMINISTRATION**

The appropriate Central Pay Center is responsible for the administration of salaries for all Departments or Divisions. This Article is intended to provide general information regarding

1 compensation. As such, the information herein shall not be construed as an exhaustive  
2 representation of the Employer's compensation plan.

### 3 **C. SALARY RATE UPON INITIAL APPOINTMENT**

4 Upon initial appointment, an employee will be placed at Step 1 at the appropriate salary grade  
5 for their job classification, subject to the provisions of NAC 284.204.

### 6 **D. SALARY RATE UPON PROMOTION**

7 Upon promotion to a position in a higher job classification an employee will be placed at the  
8 lowest step in the higher salary grade that either is the same step held in the former grade or is at  
9 a step which is the equivalent on an increase of two (2) steps above the step held in the former  
10 grade, whichever is higher.

### 11 **E. SALARY RATE UPON DEMOTION**

12 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the  
13 Appointing Authority, or designee.

14 Upon demotion for failure to complete a Trial Service Period, the employee will be placed in  
15 their former job classification and salary grade at their previous step but will have their pay  
16 increased by any steps they would have received if they had not been serving a Trial Service  
17 Period for a promotional position.

18 Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary  
19 grade for the lower job classification.

### 20 **F. MERIT PAY INCREASE**

#### 21 **1. General Provisions**

22 An employee who successfully completes twelve (12) months of satisfactory service,  
23 excluding Overtime, after initial appointment or promotion to a position, will be eligible  
24 for a merit pay increase of one (1) step within their salary grade on their pay progression  
25 date, and annually thereafter.

26 Merit pay increases are not automatically awarded to employees. Merit pay increases will  
27 not exceed the maximum of the range of the salary grade of the employee's job  
28 classification.

29 To be eligible for a merit pay increase, the employee must meet a satisfactory level of  
30 performance and competence during the twelve (12) month period prior to their  
31 performance evaluation.

## **2. Denial of Merit Pay Increase**

If an employee receives a performance evaluation stating that their performance and competence is substandard, the Employer may withhold the merit pay increase. If the Employer denies a merit pay increase, the employee will be noticed in writing of the specific reasons for the denial. The employee may request a review of this denial by the Department or Division head, or designee, within ten (10) calendar days of receipt of the notice of denial.

A meeting to discuss the review by the Department or Division head, or designee, will be scheduled within ten (10) calendar days of receipt of the request to review. The employee may request a Union Representative be present at the review meeting. The determination of the Department or Division head, or designee, is final. Denial of a merit pay increase is not subject to grievance under Article XX, Grievance Procedure.

## **3. Delay of Merit Pay Increase**

The Employer and the Union agree that if there is a delay in a merit pay increase being reflected on the employee's paycheck due to administrative delay or clerical error, the Employer will adjust the employee's paycheck appropriately to reflect retroactive payment of the merit pay increase to the proper effective date.

## **G. CALLBACK PAY**

Callback Pay will be administered in accordance with NAC 284.214.

## **H. COMPENSATORY TIME**

Compensatory Time will be administered in accordance with NAC 284.

Compensatory Time may be accrued up to a maximum of two hundred forty (240) hours.

## **I. DANGEROUS DUTY PAY**

Dangerous Duty Pay will be administered in accordance with NAC 284.208.

## **J. OVERTIME**

Overtime will be administered in accordance with NRS 284.100.

## **K. SPECIAL ADJUSTMENTS TO PAY**

Employees may be assigned to perform duties allowing eligibility for additional compensation categories under Special Adjustments to Pay or Special Assignments; however, the maximum Special Adjustment to Pay and/or Special Assignment Pay is ten percent (10%) of their regular hourly rate of pay.

1 Special Assignments are designations outside normal operational functions that save the  
2 Employer time and money by having an employee on-site perform the task instead of  
3 outsourcing. These tasks require the employee to be removed from their normal duties in order to  
4 perform the tasks and may require specialized training. The specialized training will typically  
5 require an employee to attend training classes or be certified to perform the duties of that  
6 designation. The designation may also require the employee to be re-certified after a specified  
7 timeframe to maintain that specialized assignment designation. Any expenses incurred related to  
8 this training or certification will be paid by the Employer.

### 9 **1. Bilingual Pay**

10 An employee who is required by the Employer to use bilingual skills or sign language for  
11 persons who are deaf at least ten percent (10%) of their work time may be eligible for  
12 additional compensation equivalent to three percent (3%) of their regular hourly rate of  
13 pay. Employees must provide certification of proficiency in a language other than  
14 English in the areas of conversation, reading, and writing.

15 Employees who receive a Special Adjustment to Pay (Bilingual Pay) agree to participate  
16 in a State-wide list whereby they may be called upon to provide interpretation services to  
17 other Departments or Divisions.

### 18 **2. Field Training Officer (FTO)**

19 An employee assigned to be an FTO may be eligible to receive additional compensation  
20 equivalent to five percent (5%) of their regular hourly rate of pay for a Special  
21 Adjustment to Pay (FTO Pay) for the hours spent in FTO status.

### 22 **3. Instructor Pay**

23 An employee assigned to be an Instructor is responsible for teaching various law  
24 enforcement-related training classes as directed by the Employer through its Department  
25 or Division heads, including but not limited to Defensive Tactics (DTs) Instructors and  
26 Firearms Instructors/Range Masters/Range Officers. Employees assigned as Instructors  
27 will be paid an additional five percent (5%) of their regular hourly rate of pay for the  
28 hours spent in Instructor status.

### 29 **4. Special Assignments**

30 An employee that is given a Special Assignment by the Department or Division not  
31 specifically detailed in this Article may be entitled to additional pay equivalent to five  
32 percent (5%) of their regular hourly rate of pay for a Special Adjustment to Pay (Special  
33 Assignment) for the hours working in that Special Assignment.

34 Specials Assignments may include but are not limited to Armorer and CVSA/Polygraph  
35 Examiner.



## **L. OUT OF CLASS PAY**

The parties recognize the Employer's right to assign and direct its employees. However, the Employer will endeavor to keep employees working within their respective classifications.

In the event there is a permanent assignment of duties which the employee believes alters the classification of their position, the employee or the Union may request to have the position studied by DHRM.

If the employee or the Union disagrees with the results of the study, the matter may be appealed through an appeal to the Personnel Commission, in accordance with the process detailed in Article XX, Grievance Procedure. An appeal shall be the exclusive remedy for these matters.

Pursuant to NAC 284.206, an employee may receive Out of Class Pay additional compensation equivalent to five percent (5%) of their regular hourly rate of pay if they are assigned duties and responsibilities which are clearly demonstrated in the class specification and they carry out those assigned duties and responsibilities for at least sixteen (16) consecutive working days.

Out of Class Pay will become effective on the seventeenth (17th) consecutive working day the employee is working in the assigned duties and responsibilities of a higher job classification retroactive to the first date of the assignment.

Out of Class Pay will not continue for longer than six (6) months in any twelve (12) month period unless the employee is underfilling a position; or, the duties and responsibilities that the employee has been carrying out have been assumed from one or more positions that have not been authorized to be filled because of an officially declared freeze or fiscal emergency; or, the employee's manager or supervisor submits a written request to the Appointing Authority, or designee, accompanied by documentation justifying an extension of the six (6) month period and certifies that funding is available to pay for the continuation of Out of Class Pay.

## **M. SHIFT DIFFERENTIAL**

As used in this Article "differential rate of pay" means an adjustment in pay equivalent to an additional five percent (5%) of an employee's regular hourly rate of pay.

"Qualifying shift" means a period of work of eight (8) hours or more, of which four (4) hours must fall between the hours of 6:00 p.m. and 7:00 a.m. The term includes, without limitation, a period of work of eight (8) hours that is reduced to seven (7) hours because of a change of time to daylight saving time.

An employee is eligible for the differential rate of pay if they work in a unit which provides services requiring multiple shifts within a 24-hour period and is: 1) a nonexempt employee in the classified service who works: a) a qualifying shift; or, b) any shift of at least eight (8) hours that is other than a qualifying shift plus four (4) or more hours between 6:00 p.m. and 7:00 a.m. In such cases, an employee must receive the differential rate of pay for only the hours worked between 6:00 p.m. and 7:00 a.m. 2) An exempt classified employee assigned to a qualifying

1 shift. In such cases, an employee must receive the differential rate of pay for all of their regularly  
2 scheduled hours of employment on that workday.

3 If an employee is assigned to a qualifying shift when they are on paid leave or a holiday occurs,  
4 they must receive the differential rate of pay for that shift.

5 Except as otherwise provided above, if a nonexempt employee in the classified service is  
6 assigned to a qualifying shift and they are not in paid status for the entire period of that shift,  
7 they must receive the differential rate of pay for the portion of the shift in which they are in paid  
8 status.

9 A nonexempt employee in the classified service who works Overtime in conjunction with a  
10 qualifying shift must be paid Overtime at the differential rate of pay.

## 11 **N. UNIFORMS & EQUIPMENT**

12 The Employer shall issue a duty firearm to an employee. The Employer will supply a list of  
13 approved types of firearms an employee can carry while on duty. An employee may choose to  
14 carry any firearm from this list while on duty so long as they maintain the appropriate training,  
15 certifications, and qualifications for that firearm.

16 Employees who choose to use a personal firearm will be responsible to maintain and service that  
17 firearm at their own cost. Employees who choose to use their personal firearm must maintain the  
18 appropriate training, certifications, and qualifications for that firearm.

19 The Employer will provide duty ammunition and any training ammunition for any Department or  
20 Division required and POST required training in accordance with the Department's or Division's  
21 policy for an employee's authorized duty firearm and one (1) secondary/off-duty firearm.

22 State-issued equipment that becomes unserviceable shall be replaced as soon as possible by the  
23 Employer upon notification by the employee, without cost to the employee. If the incident giving  
24 rise to the need for replacement is due to a violation of policy or as a result of negligence, the  
25 employee may be subject to disciplinary action.

### 26 **1. Uniforms**

27 The Employer will determine and provide uniform items consistent with Department or  
28 Division policy.

### 29 **2. Equipment**

30 The Employer will determine and provide equipment consistent with Department or  
31 Division policy. Employees who choose to purchase equipment items outside of those  
32 items provided by the Employer may request pre-approval for reimbursement. The  
33 Employer reserves the right to approve or disapprove requests for reimbursement.

34 If approved, reimbursement requests must be supported by purchase receipts for actual  
35 expenses.

### **3. Replacement of Uniforms & Equipment**

The Employer will replace State-issued uniform or equipment items pursuant to the Department or Division policy.

If an employee loses or damages any Employer-issued uniform or equipment in the performance of their duties and which is not caused by the employee's own negligence, the Employer shall replace the item at no cost to the employee.

### **4. Personal Equipment**

Personal equipment that an employee chooses to use to supplement their Employer-provided equipment that is damaged in the course and scope of duty rather than through negligence may request that the Employer reimburse them for the cost of that equipment, up to a maximum of four hundred dollars (\$400) per incident.

Employees may request reimbursement for damaged personal equipment to their Department or Division by submitting a report detailing the incident in which the equipment was damaged by the end of the shift in which the damage occurred,

### **5. Retirement Badges**

As established by the Law Enforcement Officer Safety Act (LEOSA), upon separation or retirement from the Employer, an employee in good standing with a minimum of ten (10) years of creditable aggregate law enforcement service (State of Nevada or otherwise), will be entitled to receive a wallet retirement badge and a retirement identification card at no cost to the employee. Such retirement credentials will comply with the requirements of HR 218 to receive a concealed carry permit.

## **Article XI Leave**

### **PART I – PAID LEAVE**

#### **A. ADMINISTRATIVE LEAVE**

The Employer has the right to place an employee on paid Administrative Leave.

An employee on paid Administrative Leave is required to be available to their supervisor during their leave.

#### **B. ANNUAL LEAVE**

Employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued Annual Leave is subject to the maximum as stated in NRS.

Employees will be eligible to take Annual Leave after completion of six (6) months of continuous full-time service.

### **1. Accrual**

For each calendar month of full-time service, an employee is entitled to accrue Annual Leave at the following rate:

Employees with zero (0) to nine (9) years of continuous service will accrue ten (10) hours of Annual Leave per month.

Employees with ten (10) to fourteen (14) years of continuous service will accrue twelve (12) hours of Annual Leave per month.

Employee with fifteen (15) or more years of continuous service will accrue fourteen (14) hours of Annual Leave per month.

### **2. Annual Leave Usage**

Employees must submit Annual Leave requests in writing using the approved method dictated by their Department or Division. The Department or Division has the authority to approve or disapprove Annual Leave if business, operational, or customer service needs dictate such action.

### **3. Annual Leave Cash Out**

Upon separation from State service, excluding termination for just cause, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave hours earned through the last day worked, provided the employee has (6) months of continuous full-time service.

Upon the death of an employee in State service, the employee's estate will be compensated in a lump sum payment for any accrued but unused Annual Leave hours in the employee's Annual Leave bank.

## **C. CATASTROPHIC LEAVE**

An employee may qualify for Catastrophic Leave if they or a member of their immediate family is affected by a serious illness, accident, or motor-vehicle crash which is [life-threatening](#) or which requires a [lengthy convalescence](#), or there is a death of an immediate family member.

In addition to the above requirements, an employee must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from their Appointing Authority, or the Appointing Authority's designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040) hours.

1 An employee may donate to their specific employing Departmental or Divisional Catastrophic  
2 Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific  
3 employee in any branch of State service who is approved to receive Catastrophic Leave.

4 Employees are permitted to donate up to a maximum of one hundred twenty (120) hours of Annual  
5 Leave and/or Sick Leave each calendar year; however, the donating employee's Sick Leave  
6 balance cannot fall below two hundred forty (240) hours as a result of leave donation.

#### 7 **D. CIVIL LEAVE (JURY DUTY)**

8 An employee who receives a summons to serve on a jury must notice the Employer of such  
9 summons as soon as practicable. If the employee must serve during a regularly scheduled workday  
10 the employee will be entitled to their regular hourly rate of pay for their regularly scheduled daily  
11 work hours and will be allowed to retain any compensation awarded by the court for jury service.

12 When an employee who is scheduled to work a shift other than day shift receives a summons to  
13 serve on a jury, the supervisor will modify the employee's work schedule according to one (1) of  
14 the alternative work schedules below:

##### 15 **Working Prior to Jury Duty Reporting Time**

16 If the employee is assigned to the graveyard shift and is ordered to appear for jury  
17 duty the same day, the employee will be relieved of duty no less than eight (8) hours  
18 prior to their scheduled jury duty appearance time; or,

##### 19 **Working After Jury Duty Reporting Time**

20 If the employee is assigned to the graveyard shift and is ordered to appear for jury  
21 duty the same day, the employee will have their tour of duty reporting time adjusted  
22 for the actual time spent serving jury duty. The employee will report late to the next  
23 shift the same number of hours spent serving jury duty. Employees will notice the  
24 on-duty supervisor of the number of hours needed for the shift adjustment as soon  
25 as they are released from their appearance in court.

26 In the event the employee serves for four (4) hours or more on the day of the employee's  
27 appearance for jury duty, including the employee's time going to and returning from the place  
28 where the court was held, the employee shall be relieved of duty for the entire shift.

29 Civil Leave may also be granted if an employee needs time away from work to vote and it is  
30 impractical to vote before or after their scheduled work shift.

31 No civil or criminal case in which the employee has a personal interest shall be covered by this  
32 Section of the Agreement.

#### 33 **E. COMPENSATORY TIME**

34 As defined in Article X, Compensation.

## **F. HOLIDAYS**

Employees will be provided the following non-working holidays per year:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day Observed	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	The Friday immediately following the fourth Thursday in November
Christmas Day	December 25

### **1. Holiday Pay**

Full-time employees will be compensated at their regular hourly rate of pay for eight (8) hours of Holiday Pay for the hours they are scheduled to work on a designated holiday even though they do not work.

During a holiday work week, an employee working an alternative or innovative schedule has the option of remaining on their current schedule and utilizing their Annual Leave, Compensatory Time, or working the additional hours, as needed, to make up the difference in Holiday Pay, or they may request to modify their schedule to complete a standard work week, subject to supervisor approval.

### **2. Holiday Premium Pay**

Full-time employees who actually work on a designated holiday will be compensated at their regular hourly rate of pay for their regularly scheduled work hours as well as Holiday Pay for eight (8) hours of their regularly scheduled work hours.

### **3. Holiday Observance Days**

For full-time employees with a Monday through Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a

1 designated holiday falls on a Sunday, the succeeding Monday will be observed as the  
2 holiday.

3 For full-time employees who do not have a Monday through Friday work schedule, when  
4 a designated holiday falls on their scheduled workday, that day will be considered the  
5 holiday. When a designated holiday falls on the employee's RDO, the Department or  
6 Division will treat the employee's workday immediately before or immediately after as the  
7 holiday.

8 An employee may request an alternate day off as their holiday if the requested day off falls  
9 within the same pay period as the holiday. The Department or Division may approve or  
10 disapprove the request.

11 The holiday for graveyard shift employees whose work schedule begins on one calendar  
12 day and ends on the next will be determined by the Department or Division. The holiday  
13 will start either at the beginning of the scheduled graveyard shift that begins on the calendar  
14 day designated as the holiday, or the beginning of the shift that precedes the calendar day  
15 designated as the holiday.

16 The holiday for graveyard shift employees will be the same for all graveyard shift  
17 employees in a facility.

#### 18 **4. Holiday Compensation Rules**

19 Part-time employees who begin employment before and remain employed after the  
20 designated holiday will be compensated in cash or Compensatory Time for the holiday in  
21 an amount proportionate to the time they were in pay status during the month prior to the  
22 holiday.

23 Full-time employees who are employed before the holiday and are in full pay status for  
24 eighty (80) non-Overtime or non-standby hours during the pay period, not counting the  
25 holiday, or are in pay status for the entire work shift preceding the holiday, will receive  
26 compensation for the holiday.

27 Employees who resign, are dismissed, or are separated before a holiday will not be  
28 compensated for the holidays occurring after the effective date of the resignation,  
29 dismissal, or separation.

### 30 **G. MILITARY LEAVE**

31 Employees who are assigned a work shift or work schedule that does not regularly include working  
32 on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed  
33 the hours equivalent to fifteen (15) working days during each twelve (12) month period.

34 Employees who are assigned a work shift or work schedule that regularly includes working on  
35 Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to  
36 twenty-four (24) working days during each twelve (12) month period.

1 The twelve (12) month period will begin on the day the employee has orders to report to a military  
2 base in order to fulfill their required military duty obligation, or to take part in training or drills,  
3 including those in the National Guard or state active status.

4 Employees will provide a copy of any orders for military duty to their Departmental or Divisional  
5 Human Resources Office.

6 An employee returning to State service after extended Military Leave will be reinstated according  
7 to the [Uniformed Services Employment and Reemployment Rights Act \(USERRA\)](#).

## 8 **H. SICK LEAVE**

### 9 **1. Accrual**

10 A full-time employee in continuous full-time service, excluding Overtime, will accrue ten  
11 (10) hours of Sick Leave per month.

### 12 **2. Carry Forward & Transfer**

13 Employees will be allowed to carry forward, from year to year of service, any unused Sick  
14 Leave allowed under this Article, and will retain and carry forward any unused Sick Leave  
15 accumulated prior to the effective date of this Agreement. When an employee moves from  
16 one State Department or Division to another, regardless of status, their accrued Sick Leave  
17 will be transferred to the new Department or Division for their use.

### 18 **3. Sick Leave Use**

19 Sick Leave will be charged in one-tenth (1/10th) of an hour increments and may be used  
20 for the following reasons:

21 Time away from work due to a personal illness, injury, or medical disability that  
22 prevents the employee from performing their job.

23 Time away from work to attend personal medical or dental appointments.

24 Time away from work to care for family members as allowed under the Family &  
25 Medical Leave Act ([FMLA](#)). Family member is defined to include:

26 [Child](#).

27 Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian  
28 of an employee or the employee's spouse or registered domestic partner, or  
29 a person who stood in loco parentis when the employee was a minor child.

30 Spouse.

31 Registered domestic partner.

32 Grandparent.

33 Grandchild.



1 Sibling.

2 Time away from work due to exposure of the employee to contagious disease when  
3 attendance at work would jeopardize the health of others.

4 Time away from work due to an employee's place of business being closed by order  
5 of a public official or for any [health-related reason](#), or when an employee's child's  
6 school or place of care has been closed for such a reason.

7 Time away from work to attend preventive health care appointments of [household](#)  
8 [members](#), up to one (1) day for each occurrence, if arranged in advance with the  
9 Department or Division.

10 Time away from work to attend medically related interdisciplinary meetings  
11 necessary for the planning and care of a minor/dependent child who requires  
12 coordinated care of services in the home or school setting.

13 Time away from work to be with member(s) of the employee's household who  
14 experience injury or illness.

#### 15 **4. Sick Leave Reporting, Certification, & Verification**

16 Planned Sick Leave, as for medical appointments or procedures that are scheduled ahead  
17 of time, should be requested as far in advance as practicable. For unexpected Sick Leave,  
18 an employee must promptly notice their supervisor on the first day of Sick Leave and each  
19 day thereafter unless there is mutual agreement to do otherwise.

20 An employee returning to work after any Sick Leave absence may be required to provide  
21 written certification from their treating health care provider that clearly states that the  
22 employee is able to return to work and perform the essential functions of their job, with or  
23 without reasonable accommodation.

24 If medical certification or verification is required for employees in Overtime-eligible  
25 positions, it shall be in accordance with the provisions of this Agreement.

#### 26 **5. Sick Leave Call-in for Employees in a Position Requiring Relief**

27 If the employee is in a position where a relief replacement is necessary, they will make  
28 every effort to notice the duty supervisor as soon as practicable but, not less than one and  
29 one-half (1½) hours prior to their scheduled time to report to work.

#### 30 **6. Restrictions While on Sick Leave**

31 An employee who calls in sick must remain at their place of residence, a medical facility,  
32 a doctor's office, or shall notify their supervisor of the location they will be convalescing  
33 during the use of paid Sick Leave. Failure to abide by this Section may constitute Sick  
34 Leave abuse and may result in disciplinary action.

## **7. Sick Leave Abuse**

The use of Sick Leave for purposes other than those defined in this Agreement will be considered evidence of Sick Leave abuse.

Supervisors are expected to monitor employee usage of Sick Leave and may hold a Coaching & Counseling session, issue a Letter of Instruction, Oral Reprimand, or Written Reprimand when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental or Divisional Penalties & Prohibitions.

When a supervisor suspects Sick Leave abuse, they will notice the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.

If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article XIX, Discipline.

The Employer will not adopt or enforce any policy that counts the use of Sick Leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is Sick Leave used in accordance with the terms and conditions of this Agreement and Department or Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.

## **I. UNION BUSINESS LEAVE**

See Article XXV, Union Activities.

## **J. UNION COLLECTIVE BARGAINING LEAVE**

See Article XXV, Union Activities.

## **K. UNION GRIEVANCE LEAVE**

See Article XXV, Union Activities.

## **L. WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION)**

### **1. General Provisions**

This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.

If an employee incurs a work-related injury or illness the employee must notify their supervisor immediately. Within seven (7) days of the work-related incident, the employee must complete the [C-1 Notice of Injury or Occupational Disease](#) form.

Employees are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.

The employee's supervisor is responsible to submit the [C-3 Employer's Report of Industrial Injury or Occupational Disease](#) form to the Workers' Compensation Administrator within six (6) working days of notice of the incident.

Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, employees may [contact the Workers' Compensation Administrator](#) directly.

The Employer will abide by federal and state law regarding work-related injury and illness.

## **2. Compensable Work-Related Injury or Illness Leave**

An employee who sustains a work-related injury or illness that is adjudicated by the Workers' Compensation Administrator as compensable under the state workers' compensation law and must be away from work as a result of that work-related injury or illness, may select Temporary Total Disability (TTD) compensation exclusively, or paid leave payments in addition to TTD.

An employee who chooses to take paid leave during a period in which they receive TTD compensation will receive full paid leave pay in addition to any TTD payments, unless the employee is receiving assault benefit compensation equal to full pay.

## **3. Return-to-Work**

The Employer will follow the provisions of state law and Department or Division policy related to a return-to-work program. The Department or Division will attempt to find opportunities, if available, for modified duty that can be offered to employees participating in the Return-to-Work Program.

Employees suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments.

# **PART II – UNPAID LEAVE**

## **M. BENEFITS RELATING TO DOMESTIC VIOLENCE**

An employee, who has been continuously employed by the State of Nevada for ninety (90) days or more, is entitled to time away from work not to exceed one hundred sixty (160) hours in one (1) twelve (12) month period if they are a victim of an act of domestic violence or their family or a household member is a victim of domestic violence. The time away from work will begin on the date of the act of domestic violence. An employee may request the use of Compensatory Time,

1 Annual Leave, Sick Leave, or LWOP during the one hundred sixty (160) hours of time away from  
2 work.

3 An employee may use the time away from work related to domestic violence to:

4 Obtain a diagnosis, care, or treatment of a related health condition; and/or,

5 Obtain counseling or assistance; and/or,

6 Participate in any related court proceedings; and/or,

7 Establish a safety plan.

8 A Department or Division will provide accommodations, such as relocation of workspace or duty  
9 location, modification of a work schedule, or a new work telephone number, to an employee who  
10 is a victim of an act of domestic violence or whose family or household member is a victim of  
11 domestic violence, unless an accommodation would pose an undue hardship on the Department or  
12 Division.

#### 13 **N. BEREAVEMENT LEAVE (DEATH IN THE FAMILY)**

14 Employees are allowed time away from work for up to five (5) working days for Bereavement  
15 Leave. Leave for bereavement applies to the family member list as described under the Sick Leave  
16 Section of this Article, and for a relative.

17 Employees may use Sick Leave during their time away from work for bereavement.

18 In the event an employee needs greater than the five (5) days allowed for Bereavement Leave, they  
19 must communicate that need and have it approved by their Department or Division.

#### 20 **O. FURLOUGH LEAVE**

21 In the event the Nevada State Legislature requires that Furlough Leave be taken, all employees  
22 covered by this Agreement shall be subject to such requirements.

#### 23 **P. LEAVE WITHOUT PAY (LWOP)**

24 LWOP is approved temporary time away from work in a nonpaid status requested by an employee.  
25 LWOP does not cover a suspension from duty, Furlough Leave, or any absence for which an  
26 employee has not been approved or any nonpaid status during hours or days for which an employee  
27 would be compensated on an Overtime basis.

#### 28 **Q. LEAVE OF ABSENCE WITHOUT PAY**

29 A leave of absence without pay may be approved for up to one (1) year by a Department or Division  
30 head, or designee, for any satisfactory reason. The Personnel Commission, upon recommendation  
31 of the Department or Division head, or designee, may grant a leave of absence without pay in  
32 excess of one (1) year, for a purpose deemed beneficial to public service.

1 A leave of absence will be granted for an employee to accept a position in the Legislative Branch  
2 during regular or special session of the Legislature if they are in a classified position.

## 3 **R. FAMILY & MEDICAL LEAVE**

4 Consistent with the federal [Family & Medical Leave Act of 1993 \(FMLA\)](#) and any amendments  
5 thereto, and the Nevada State Family Leave Act (NFLA), an employee who has worked for the  
6 Employer for at least twelve (12) months and has been in full paid status, excluding paid leave, for  
7 at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the  
8 requested leave is entitled to up to twelve (12) workweeks of time away from work under the  
9 FMLA in a twelve (12) month period for one or more of the following reasons in Subsections a  
10 through d:

- 11 a) Time away from work for the birth of and to care for a newborn child, or placement  
12 for adoption or foster care of a child, and to care for that child.
- 13 b) Time away from work due to an employee's own serious health condition that  
14 requires their absence from work.
- 15 c) Time away from work to care for a spouse, child, stepchild, adopted, or foster child,  
16 parent, or registered domestic partner, who suffers from a serious health condition  
17 that requires on-site care or supervision by the employee.
- 18 d) Time away from work for a qualifying exigency when the employee's spouse,  
19 child, stepchild, adopted, or foster child of any age, or parent is on active duty or  
20 called to active-duty status of the Armed Forces, Reserves, or National Guard for  
21 deployment to a foreign country. Qualifying exigencies include attending certain  
22 military events, arranging for alternate childcare, addressing certain financial and  
23 legal arrangements, attending certain counseling sessions, and attending post-  
24 deployment reintegration briefings.

25 Eligible employees may take up to twenty-six (26) workweeks of time away from work in a single  
26 twelve (12) month period to care for a covered service member or veteran who is suffering from a  
27 serious injury or illness incurred while deployed on active duty, provided that covered service  
28 member or veteran is the employee's spouse, child, stepchild, adopted or foster child of any age,  
29 parent, or next of kin.

30 During a single twelve (12) month period where an employee takes time away from work to care  
31 for a family member in the military, the employee may only take a combined total of twenty-six  
32 (26) weeks of time away from work for being a military caregiver and time away from work for  
33 any other FMLA qualifying reasons.

34 The single twelve (12) month period to care for a covered service member or veteran begins on  
35 the first day the employee must be absent from work for this reason and ends twelve (12) months  
36 later, regardless of the twelve (12) month period established for other types of FMLA covered time  
37 off.

38 Entitlement to time away from work for the care of a newborn child or newly adopted or foster  
39 child ends twelve (12) months from the date of birth or the placement of the adopted or foster  
40 child.

1 The FMLA entitlement period will be a rolling twelve (12) month period measured from the date  
2 an employee begins their FMLA covered absence. Each time an employee takes time away from  
3 work during the twelve (12) month period for their FMLA approved reason, the time will be  
4 subtracted from the available allotment of twelve (12) workweeks.

5 The Employer will continue the employee's existing Employer-paid health insurance, life  
6 insurance, and disability insurance benefits during the period of time away from work covered by  
7 the FMLA. The employee will be required to pay their share of health insurance, life insurance,  
8 and disability insurance premiums.

9 The Employer has the authority to designate absences that meet the criteria as FMLA covered time  
10 away from work.

11 Employees may use paid leave while away from work for an FMLA qualifying event. The use of  
12 any paid or unpaid leave for an FMLA qualifying event will run concurrently with, not in addition  
13 to, the use of twelve (12) workweeks of FMLA covered time away from work for that event. Any  
14 employee using paid leave for an FMLA qualifying event must follow the notice and certification  
15 requirements relating to that form of paid leave as stated in this Article. The Employer may require  
16 certification from the employee's, family member's, or the covered service member's health care  
17 provider for the purpose of qualifying for time away from work under the FMLA.

18 The Employer will use [forms](#) designated by the United States Department of Labor (US DOL) in  
19 the administration of the FMLA.

20 Time away from work for an employee's or a family member's serious health condition, serious  
21 injury, or illness covered under the FMLA may be taken intermittently when certified as medically  
22 necessary.

23 Employees must make reasonable efforts to schedule time away from work for planned medical  
24 treatment so as not to unduly disrupt the Employer's operations. Absence due to qualifying  
25 exigencies may also be taken on an intermittent basis.

26 Upon returning to work after the employee's own serious health condition, the employee will be  
27 required to provide a fitness for duty (FFD) certificate from their treating health care provider.

28 The employee will provide the Employer with not less than thirty (30) days' notice before any  
29 absence under the FMLA is to begin. If the need for time away from work is unforeseeable thirty  
30 (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

31 Definitions used in this Section will be in accordance with the FMLA. The parties recognize that  
32 the US DOL is working on further amendments to the FMLA. The Employer and the employees  
33 will comply with existing and any adopted federal FMLA regulations and/or interpretations.

## 34 **S. MILITARY LEAVE - UNPAID**

35 Employees who have taken leave under this Article, Part I, Section G, Military Leave, that are  
36 deployed for an extended period of time may use LWOP for their extended time away from work  
37 for military duty.

1 An employee returning to State service after extended Military Leave, paid or unpaid, will be  
2 reinstated according to the [USERRA](#).

## 3 **Article XII Workplace Environment**

4 The Employer and the Union agree that all employees should work in an environment that fosters  
5 mutual respect and professionalism. The parties agree that the workplace environment can have a  
6 significant impact on employee productivity, well-being, and furthers the Employer's business  
7 operations and needs. Inappropriate behavior in the workplace does not serve the Employer, the  
8 Union, or the employee. All employees are responsible for contributing to a positive workplace  
9 environment.

### 10 **A. APPEARANCE**

11 Employees are expected to dress neatly and present a clean appearance. Where a Department or  
12 Division has grooming standards or a dress code, employees must comply and maintain these  
13 standards.

### 14 **B. SECONDARY EMPLOYMENT**

15 An employee has the right to engage in any activity, enterprise, or secondary employment unless  
16 the work directly conflicts with or impacts their duties with the Employer. The nature of any  
17 conflict or impact will be determined by the Department or Division through Department or  
18 Division policies, procedures, and Penalties & Prohibitions once the employee has submitted a  
19 completed Secondary Employment Disclosure form for review, in accordance with the State  
20 Administrative Manual (SAM). Secondary employment shall not be considered any paid or unpaid  
21 position with the employee's Union, bargaining unit, or any subsidiary thereof.

22 A copy of all policies, procedures, and Departmental or Divisional Penalties & Prohibitions will  
23 be made available to employees on request. The SAM is available for all employees on the  
24 Governor's Office of Finance website.

## 25 **Article XIII Performance Evaluation**

26 The Employer will evaluate employee work performance according to established work standards.  
27 Employees will be made aware of their specific work standards and work expectations upon initial  
28 appointment to their position. Work standards may be subject to change and can include but are  
29 not limited to job elements such as: quality of work; quantity of work; work habits; relationships  
30 with others; taking action independently; meeting work commitments; analyzing situations and  
31 materials; and, if supervising is a part of the employee's job duties, their supervision of the work  
32 of others.

33 The performance evaluation process will include performance goals and expectations that reflect  
34 the employee's and the Employer's objectives.

1 Annual performance evaluations will generally be conducted to coincide with an employee's pay  
2 progression date.

3 Employees serving a six (6) month Probationary Period will be evaluated by an immediate  
4 supervisor at the completion of the second (2nd) and fifth (5th) months of employment. Employees  
5 serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at  
6 the completion of the third (3rd), seventh (7th), and eleventh (11th) months. Employees will  
7 receive copies of each performance report and copies will be placed in the Supervisor File and the  
8 employee's Departmental or Divisional and the Employer's Central Personnel Files.

## 9 **A. COACHING & COUNSELING**

10 To address performance issues that may arise in a timely manner, discussions between the  
11 employee and the supervisor will occur throughout the evaluation period. Performance problems  
12 will be brought to the attention of the employee as soon as practicable to give them the opportunity  
13 to receive any needed additional training and/or to correct the problem before it is mentioned in  
14 an annual performance evaluation.

15 Coaching & Counseling gives supervisors an opportunity to discuss performance issues,  
16 expectations, and performance goals with their employees in a non-punitive setting; however,  
17 Coaching & Counseling documentation may be used to establish a record that an employee has  
18 been made aware of their responsibility with regard to a particular set of circumstances.

19 Coaching & Counseling sessions should be used to assess and review performance with regard to  
20 work standards, expectations, and goals and to provide support to employees so that skills and  
21 abilities can be aligned with work standards.

22 Coaching & Counseling sessions will be documented in the Supervisor File.

## 23 **B. LETTERS OF INSTRUCTION**

24 Letters of Instruction are used as a tool designed to serve as a way for the Employer to provide an  
25 employee with information and instruction or training to correct behavior or performance deficits.

26 Letters of Instruction are non-punitive; however, they may be used to establish documentation that  
27 an employee has been made aware of their responsibility with regard to a particular set of  
28 circumstances.

29 Letters of Instruction may be issued by the supervisor(s) or lead worker(s) responsible for the  
30 employee's activities.

31 A copy of any Letter of Instruction will be provided to the employee and will be filed in the  
32 Supervisor File and the employee's Departmental or Divisional Personnel File.

## 33 **C. PERFORMANCE IMPROVEMENT PLAN (PIP)**

34 If an employee is having documented performance issues, a meeting may be held between the  
35 Department or Division, the employee, and if the employee desires, a Union Representative. The



function of this meeting is to discuss and agree upon the parameters of a PIP designed to help the employee meet identified work performance standards.

A copy of the executed, signed and/or acknowledged PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File.

#### **D. PERFORMANCE EVALUATION REVIEW**

In the event an employee disagrees with an annual performance evaluation, the employee may request a review. Such request must be made in writing, must identify specific points of disagreement, and must be submitted to their supervisor within ten (10) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. A copy of the Reviewing Officer's decision will be provided for the employee. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Article XX, Grievance Procedure.

Completed performance evaluations will be filed in the employee's Departmental or Divisional Personnel File and the Employer's Central Records Personnel File.

In all cases in which written documentation is created regarding an employee, the employee shall have those rights afforded to them under NRS 289.

## **Article XIV Training & Professional Development**

#### **A. GENERAL PROVISIONS**

The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties and to contribute the employees' professional development.

#### **B. MANDATORY TRAINING**

Employees are required to complete mandatory training courses as specified in the Employer's or their Department's or Division's policies, Administrative Regulations, Standing Orders, and directives, and within the timelines outlined. Departments or Divisions will give employees time during their regularly scheduled workday to complete mandatory training.

The Employer will provide access for all employees to all mandatory training courses via online programs, in-person classes, or independent study courses.

Mandatory training courses include but are not limited to: Drug & Alcohol Awareness; Defensive Driving; Sexual Harassment & Discrimination; and, Whistleblower Protections.

1 The Employer and all Departments and Divisions will make reasonable attempts to schedule any  
2 Employer-required training during the employee's regular work shift.

3 Attendance at Employer-required training will be considered time worked in accordance with  
4 Article X, Compensation.

5 Absent extenuating circumstances, failure to successfully complete mandatory training may  
6 subject an employee to disciplinary action.

### 7 **C. SPECIALIZED MANDATORY TRAINING**

8 Based upon an employee's job classification, they may also be required to complete specialized  
9 mandatory training courses provided by the Employer and the Department or Division.

10 Specialized mandatory training pursuant to the Employer's, Department's, or Division's, or Nevada  
11 POST requirements includes but is not limited to safety-related training; equipment operation training;  
12 firearms training; qualifications and maintenance; and, Internet security awareness training.

13 Prior to performing safety-related functions, employees will be required to attend training on the proper  
14 performance of those functions in accordance with Article IX, Safety & Health.

15 Training and employee development opportunities outside of mandatory training courses may be provided  
16 within available resources.

17 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may  
18 subject an employee to disciplinary action up to and including dismissal.

### 19 **D. INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT** 20 **OPPORTUNITIES**

21 The DHRM Office of Employee Development (OED) provides statewide training, professional  
22 development, and consultation services to employees and State Departments and Divisions, enabling them  
23 to increase efficiency, effectiveness, productivity, and customer satisfaction.

24 Employees can find a complete course listing by visiting the OED website.

25 For interested and qualified employees, the OED offers courses designed to prepare employees to become  
26 supervisors, as well as the Nevada Certified Public Manager (NVCPM) Program and the Nevada  
27 Management Academy Program.

28 The Risk Management Division provides statewide training and consultation services to employees and  
29 State Departments and Divisions regarding safety and loss prevention.

30 Employees can find a complete safety and loss prevention course listing by visiting the Risk Management  
31 website.

### 32 **E. CONTINUING EDUCATION, CERTIFICATION, & LICENSURE**

33 Some employees covered under this Agreement may be required to maintain professional certifications or  
34 licensure according to their job classification and federal and state law.

Continuing education courses are an allowable expense; however, continuing education courses for the sole purpose of renewing professional certification or licensure are not an allowable expense under the State Administrative Manual (SAM). Employees may request approval to attend continuing education courses and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources.

Attendance at continuing education courses are considered work time in accordance with Article X, Compensation. Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved continuing education courses.

Professional certification or licensure costs for employees whose job classifications require such are not an allowable expense under SAM.

## **F. EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES**

Employees may request to attend training or professional development opportunities offered by external sources. Attendance at external training and professional development opportunities are open to all employees and attendance may be approved by Departments or Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.

Employees must submit a standardized Employer approved request form to attend external training or professional development using the process designated by the Employer and their Department or Division.

Following an employee's submission of the standardized request form, the employee's Department or Division will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

## **G. PROFESSIONAL ASSOCIATION DUES**

Professional association dues for individual State employees are not an allowable expense under SAM.

## **H. TRAINING RECORDS**

The Employer may maintain records of successful completion of all training courses. In addition, employees are responsible for keeping records of successful completion of all training courses.

## **I. COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING**

The Employer and the Union agree that training for managers, supervisors, Union Representatives, and Union Staff Representatives responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Union Staff Representatives and Union

1 Representatives, and the Employer will provide training to managers and supervisors on this  
2 Agreement.

3 The Union will present the training to current Union Representatives within each bargaining unit.  
4 The training will last no longer than one (1) workday, up to ten (10) hours, per the duration of this  
5 Agreement.

6 The training will be considered time worked for those Union Representatives who attend the  
7 training during their scheduled work shift. Union Representatives who attend the training during  
8 their non-work hours will not be compensated.

9 Scheduling of CBA training will not interfere with an employee's regular duties and the parties  
10 will take this into account when agreeing on the date, time, number, and the names of the Union  
11 Representatives and Union Staff Representatives attending each CBA training.

## 12 **J. TUITION REIMBURSEMENT**

13 The Employer and the Departments or Divisions may approve full or partial tuition reimbursement,  
14 consistent with the Employer's and Department or Division policy and within available resources.  
15 The employee must submit an application for approval for tuition reimbursement to the Employer  
16 through the Department or Division prior to the start of the educational course.

17 Department or Division funds expended for tuition reimbursement will be limited to tuition or  
18 registration fees, and will not include textbooks, supplies, or other school expenses.

19 Absent an agreement to the contrary, when an employee moves to another Department or Division  
20 prior to completion of an approved course, the approved Department or Division will retain the  
21 obligation for reimbursement if the course is satisfactorily completed.

# 22 **Article XV Alcohol, Drug, & Tobacco-Free** 23 **Workplace**

24 The Employer has a zero-tolerance policy for employees who consume alcohol or drugs while on  
25 duty, report to work in an impaired condition, or unlawfully possess drugs while on duty, at a work  
26 site, or on the Employer's property.

27 The Employer has developed and maintains the State of Nevada Alcohol & Drug Program in  
28 compliance with federal and state law.

## 29 **A. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

30 The Employer offers an EAP to all employees.

31 An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity  
32 to seek assistance from the EAP.

## **B. TOBACCO FREE WORKPLACE**

The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).

Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.

Employees who wish to receive resources on smoking and tobacco cessation should visit [www.nevadatobaccoquitline.com](http://www.nevadatobaccoquitline.com).

## **Article XVI Remote Work**

The Employer and the Union agree that employees are expected to report to their officially assigned work or duty stations ready to work each scheduled workday. The parties agree that an employee's assigned duty station may be changed to remote from their usually assigned duty station. The parties agree that some job classifications are not conducive to working away from an assigned work or duty station and therefore will not be eligible for remote work or telework.

If a Department or Division has a remote work or telework policy and an employee wishes to work remotely, they must request approval from the Employer through their Department or Division and complete any required remote or telework paperwork. Employees permitted to work remotely are subject to the policies and procedures of the Employer, the Department, and/or the Division.

If an employee is permitted to work remotely, they will be working their specified remote work schedule at a mutually agreed upon alternate worksite that is away from their official duty station pursuant to their Employer's, Department's, or Division's policies and procedures.

The parties also understand that circumstances arise that may change the working conditions and working locations for some employees. In the interest of continuing operations for the Employer, Department, and/or Division, working remotely may be available as an alternative to reporting to an employee's official duty station.

Permission to work remotely can be rescinded at any time at the discretion of the Employer, through the Department or Division.

This Article is not subject to Article XX, Grievance Procedure.

## **Article XVII Reasonable Accommodation**

The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.

The Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2009 (ADAAA) are civil rights acts prohibiting discrimination against individuals with disabilities in employment, public services, transportation, public accommodations, and telecommunications.

1 These acts provide a clear and comprehensive national mandate for the elimination of  
2 discrimination.

3 Under the ADA, employment decisions must be based on an employee's ability to perform the  
4 essential functions of their position with or without reasonable accommodation. "Reasonable  
5 accommodation" means any change or adjustment to a job or work environment that permits a  
6 qualified employee with a disability to perform the essential functions of a job or enjoy the benefits  
7 and privileges of employment equal to those enjoyed without disabilities, without creating an  
8 undue hardship on the Employer.

9 An employee who believes that they have a disability and require a reasonable accommodation to  
10 perform the essential functions of their position or access the benefits and privileges of  
11 employment may request such an accommodation by submitting a request to their Departmental  
12 or Divisional Human Resources Office or their Departmental or Divisional ADA Coordinator.

13 The Departmental or Divisional Human Resources Office or ADA Coordinator will acknowledge  
14 receipt of the request for reasonable accommodation and will begin the interactive process as  
15 defined in the ADA and the ADAAA with the employee as soon as practicable, but not later than  
16 thirty (30) calendar days from the date of the request for accommodation.

17 An employee requesting accommodation must cooperate with their Departmental or Divisional  
18 Human Resources Office or ADA Coordinator in discussing the need for and possible form of any  
19 accommodation and may be asked to provide further relevant medical documentation. The  
20 Departmental or Divisional Human Resources Office or ADA Coordinator may request that the  
21 employee obtain an independent medical examination (IME), at the Employer's expense, if any  
22 medical documentation is insufficient or if an accommodation opportunity has been identified for  
23 which the employee may qualify.

24 All medical information disclosed to the Employer will be kept confidential.

25 In the event the Departmental or Divisional Human Resources Office or ADA Coordinator has  
26 identified that all possible reasonable accommodation avenues have been exhausted within the  
27 Department or Division, as well as Employer-wide, the employee may be separated from service,  
28 or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the  
29 Public Employees' Retirement System of Nevada (PERS), as outlined in Article XXIII, Separation  
30 from Service.

## 31 **Article XVIII Legal Representation**

32 If an employee is in the course and scope of their employment and is performing their prescribed  
33 and authorized work duties, the Employer shall:

34 If a civil action is served upon any such employee, pursuant to NRS 41.0339, the Employer  
35 shall provide for the defense, including the defense of crossclaims and counterclaims, of  
36 any present or former employee in any civil action brought against that person based on  
37 any alleged act or omission relating to the person's public duties or employment if:

1           Within fifteen (15) days after service of a copy of the summons and complaint or  
2           other legal document commencing the action, the employee submits a written  
3           request for defense:

4                   To the Attorney General; or,

5                   To the head of the employee's Department or Division and the Attorney  
6                   General; and,

7           The Attorney General has determined that the act or omission on which the action  
8           is based appears to be within the course and scope of public duty or employment  
9           and appears to have been performed or omitted in good faith.

10   If the Attorney General determines that it is impracticable, uneconomical, or could constitute a  
11   conflict of interest for the legal service to be rendered by the Attorney General or Deputy Attorney  
12   General, special counsel will be employed.

13   Pursuant to NRS 41.03455, at any time after a written request for defense is submitted to the  
14   Attorney General, the employee requesting the defense may employ their own counsel to defend  
15   the action. At that time, the State is excused from any further duty to represent the employee and  
16   is not liable for any expenses in defending the action, including court costs and attorney's fees.

17   Pursuant to NRS 41.0346, the Attorney General may see to withdraw as the attorney of record for  
18   an employee if new facts, mistake of fact, or misrepresentation of fact is discovered that would  
19   have altered the decision to tender defense; if any fact is discovered that the employee's conduct  
20   was not within the course and scope of their duties or was wanton and malicious; if the employee  
21   fails to cooperate in good faith with the defense of the case.

22   An employee in this circumstance may be in a regular pay status or on a paid or unpaid leave  
23   status, as applicable, during any meetings, interviews, depositions, court hearings, or other duties  
24   affiliated with the defense process as it applies to this Article.

25   Pursuant to NAC 284.589, an employee may request Administrative Leave to attend meetings,  
26   interviews, depositions, court hearings, or for other duties necessary to the defense of a civil action  
27   in which they are a named defendant or witness. Administrative Leave will be granted if the  
28   employee requests the leave for a period of time that is reasonably needed for the meetings,  
29   interviews, depositions, court hearings, or other duty and if the employee requests the leave at least  
30   two (2) weeks before the leave is needed, unless such notice is impracticable.

## 31       **Article XIX   Discipline**

32   The purpose of this Article is to provide for an equitable and expeditious manner in the application  
33   of disciplinary action. The Appointing Authority, or designee, will not discipline any employee  
34   without just cause. Discipline is supported by just cause when it is not for any arbitrary, capricious,  
35   or illegal reason, and which is one based upon facts supported by substantial evidence and  
36   reasonably believed by the Employer to be factual.

1 The Appointing Authority, or designee, will evaluate or investigate each incident that is subject to  
2 discipline on a case-by-case basis pursuant to this Agreement and Employer, Department or  
3 Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders,  
4 directives, and policies. At the conclusion of an evaluation or investigation, the Appointing  
5 Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to  
6 correct the employee's conduct in accordance with a progressive disciplinary model.

## 7 **A. PEACE OFFICER BILL OF RIGHTS**

8 The Employer and the Union agree that NRS Chapter 289, known as the Peace Officer Bill of  
9 Rights, applies to the investigation and administration of disciplinary action relating to peace  
10 officers employed by the State of Nevada.

11 The Employer and the Union agree that this Agreement covers employees in bargaining Unit H  
12 and are job classifications defined as "Category II Peace Officers".

## 13 **B. PROGRESSIVE DISCIPLINE**

14 The Employer and the Union agree that, except in cases of serious violations of law, regulations,  
15 or policy, a progressive disciplinary model will be used for discipline of bargaining unit employees  
16 and may be practiced by less severe measures being applied first, followed by progressively more  
17 severe measures if the employee's conduct or performance deficits continue.

18 Disciplinary action may be issued for, but is not limited to, the following:

19 Any act of commission and/or omission that constitutes misconduct.

20 Any activity that is incompatible with an employee's conditions of employment codified  
21 by statute, regulation, standard, or Employer policy.

22 Any violation of federal or state law, Department or Division policy, rule, regulations,  
23 procedure, directive, standing order, grant requirement, or agreement.

24 Failure of an employee to abide by the standards of ethical conduct that is identified in state  
25 law or Department or Division policy.

26 Progressive disciplinary action includes the following, in order of severity:

### 27 **1. Documented Oral Warnings**

28 When instruction and training have not resulted in the change in behavior or performance  
29 that is desired, an Oral Warning is typically the first level in the progressive disciplinary  
30 process.

31 An Oral Warning is documentation, confirmed in writing, that behavior or performance is  
32 inappropriate, and the employee was notified. A copy of the Oral Warning will be filed in  
33 the Supervisor File if one is maintained.



1 This level of discipline may be skipped when the seriousness of the employee's behavior  
2 and/or performance warrants a higher level of discipline on a first offense.

3 Oral Warnings are not subject to grievance under Article XX, Grievance Procedure;  
4 however, an employee may provide written comment to the Oral Warning and may request  
5 a review meeting with their supervisor or manager.

## 6 **2. Written Reprimand**

7 Typically, the second level in the disciplinary process, a Written Reprimand is used when  
8 previous corrective and disciplinary action has not produced the appropriate change in  
9 behavior or performance or when the seriousness of a first offense warrants a higher level  
10 of discipline.

11 Written Reprimands will be issued using the NPD-52 Written Reprimand form.

12 A copy of the executed, signed and/or acknowledged Written Reprimand will be provided  
13 to the employee and will be placed in the Supervisor File if one is maintained, the  
14 employee's Departmental or Divisional Personnel File, and will be forwarded to the  
15 appropriate Central Records Unit.

16 An employee shall not be disciplined for refusing to sign a Written Reprimand. The  
17 supervisor will simply note "employee refused to sign". Refusal to sign or acknowledge a  
18 Written Reprimand does not negate the disciplinary action.

19 An employee may grieve the receipt of a Written Reprimand by filing a grievance under  
20 Article XX, Grievance Procedure, within fifteen (15) calendar days of receipt of the  
21 Written Reprimand. However, such a grievance must end at Step 3 as defined within the  
22 Grievance Procedure.

## 23 **3. Suspension from Duty Without Pay**

24 When previous corrective and disciplinary action have not produced the appropriate change  
25 in behavior or performance or due to the seriousness of a first offense, a suspension from  
26 duty without pay may be used as a form of discipline.

27 The Employer shall not suspend an employee without pay during or pursuant to an  
28 investigation conducted by the Employer until all investigations relating to the matter have  
29 concluded.

30 A suspension from duty without pay will be issued using the HR-41 Specificity of Charges  
31 form.

32 A suspension from duty without pay will not exceed thirty (30) calendar days.

33 A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form  
34 will be provided for the employee and will be placed in the Supervisor File if one is  
35 maintained, the employee's Departmental or Divisional Personnel File, and will be  
36 forwarded to the appropriate Central Records Unit.

1 Suspension from duty without pay may either be grieved under Article XX, Grievance  
2 Procedure within fifteen (15) calendar days from the effective date of the suspension from  
3 duty without pay or appealed to the Nevada State Personnel Commission for review by a  
4 Hearing Officer, within ten (10) working days in accordance with NRS 284.390. Once an  
5 employee has properly filed a grievance under either Article XX, Grievance Procedure, or  
6 NRS 284.390, they may not proceed in the alternative manner.

7 A grievance of a suspension from duty without pay will begin at Step 4 under Article XX,  
8 Grievance Procedure.

#### 9 **4. Demotion**

10 Demotion occurs after other forms of discipline have not produced the appropriate change  
11 in behavior or when the employee's behavior is particularly egregious, a demotion to a  
12 lower class may be used as a form of discipline.

13 A demotion will be issued using the HR-41 Specificity of Charges form.

14 A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form  
15 will be provided for the employee and will be placed in the Supervisor File if one is  
16 maintained, the employee's Departmental or Divisional Personnel File, and will be  
17 forwarded to the appropriate Central Records Unit.

18 Demotion may either be grieved under Article XX, Grievance Procedure, within fifteen  
19 (15) calendar days from the effective date of the demotion or appealed to the Nevada State  
20 Personnel Commission for review by a Hearing Officer within ten (10) working days, in  
21 accordance with NRS 284.390. Once an employee has properly filed a grievance under  
22 either Article XX, Grievance Procedure, or NRS 284.390, they may not proceed in the  
23 alternative manner.

24 A grievance of a demotion will begin at Step 4 under Article XX, Grievance Procedure.

#### 25 **5. Dismissal from Service**

26 Dismissal from service occurs after other forms of discipline have not produced the  
27 appropriate change in behavior or the employee's behavior is particularly egregious.

28 A dismissal from State service will be issued using the HR-41 Specificity of Charges form.

29 A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form  
30 will be provided to the employee and will be placed in the Supervisor File if one is  
31 maintained, the employee's Departmental or Divisional Personnel File, and will be  
32 forwarded to the appropriate Central Records Unit.

33 Dismissal from service may either be grieved under Article XX, Grievance Procedure,  
34 within fifteen (15) calendar days from the effective date of the dismissal or appealed to the  
35 Nevada State Personnel Commission for review by a Hearing Officer within ten (10)  
36 working days, in accordance with NRS 284.390. Once an employee has properly filed a

grievance under either Article XX, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

A grievance of a dismissal from service will begin at Step 4 under Article XX, Grievance Procedure.

## C. INVESTIGATIONS

The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. The Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations and will ensure that the method is fair and impartial.

An employee who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Employee Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee. The notice must be provided before the employee is questioned regarding the allegations.

The notice provided to the employee who is the subject of the investigation must include:

- A description of the nature of the investigation;

- A summary of alleged misconduct of the employee;

- The date, time, and place of the interview or hearing;

- The name and rank of the officer in charge of the investigation and the officers who will conduct any interview or hearing;

- The name of any other person who will be present at any interview or hearing; and,

- A statement setting forth the provisions of subsection 1 of [NRS 289.080](#).

The employee must be afforded the right to have a lawyer or any other representative of the employee's choosing present with the employee at any time that the employee is questioned regarding the allegations, including without limitation, a lawyer, a representative of any labor union, or another peace officer.

An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 within ninety (90) calendar days after the employee is provided notice of the allegations.

If the Appointing Authority, or designee, cannot complete the investigation and make a determination within ninety (90) calendar days after the employee is provided notice of the allegations pursuant to HR-32, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator upon a showing of good

1 cause for the delay and that the extension is needed to complete the investigation, make a  
2 determination, and notify the employee of any possible discipline. No further extensions may be  
3 granted unless approved by the Governor. The decision to grant or deny an extension of time is  
4 not subject to separate grievance or review.

5 If the Appointing Authority does not make a determination about discipline within ninety (90)  
6 days after the employee is provided notice of the allegations, or within any extended time period  
7 approved pursuant to this Article and Nevada law, the Appointing Authority shall not take  
8 disciplinary action against the employee pursuant to NRS 284.385 upon which the allegations are  
9 based.

10 At the conclusion of any investigation, the Appointing Authority, or designee, will determine  
11 whether the employee committed misconduct, whether disciplinary action is appropriate, and what  
12 level of discipline to impose. In determining the level of discipline to impose, the Appointing  
13 Authority, or designee, shall consider progressive discipline and the seriousness of the offense.

14 If the Appointing Authority, or designee, elects not to take disciplinary action, or if allegations  
15 related to an investigation do not result in disciplinary action, the employee will be provided with  
16 a notice that any investigation is complete and that no disciplinary action will be imposed. The  
17 employee shall not be entitled access to the file of the disciplinary investigation unless disciplinary  
18 action was imposed.

#### 19 **D. PRE-DISCIPLINARY REVIEW**

20 If, following an investigation, an Appointing Authority intends to recommend that the employee  
21 who was the subject of the investigation be suspended, demoted, or dismissed, the Appointing  
22 Authority must notify the employee of such fact and give the employee and/or any representative  
23 of the employee a reasonable opportunity to inspect any evidence in the possession of the  
24 Employer and submit a response.

25 The Appointing Authority must consider any such response before making a recommendation to  
26 impose a suspension, demotion, or dismissal against the employee. If the Appointing Authority  
27 recommends a suspension, demotion, or dismissal be imposed against the employee and the  
28 employee appeals the recommendation to impose a suspension, demotion, or dismissal, the  
29 employee and/or any representative of the employee may review and copy the entire file  
30 concerning the internal investigation, including, without limitation, any evidence, recordings,  
31 notes, transcripts of interviews and documents contained in the file.

32 If, following an investigation, an Appointing Authority, or designee, proposes that a permanent  
33 employee be dismissed, suspended, or demoted, the following procedure for a Pre-Disciplinary  
34 Review before the proposed action must be followed:

35 A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in  
36 writing by the employee pursuant to Subsection 2. The Pre-Disciplinary Review must be  
37 scheduled to take place not earlier than seven (7) working days after the HR-41 is delivered  
38 or deemed received. The Pre-Disciplinary Review must not be scheduled on a day which

1 is not a regular working day for the employee. If the Appointing Authority, or designee,  
2 and the employee agree, the date of the Pre-Disciplinary Review may be changed. The  
3 employee must be afforded the right to have a lawyer or any other representative of the  
4 employee's choosing present with the employee at any time of the Pre-Disciplinary  
5 Review, including without limitation, a lawyer, a representative of any labor union, or  
6 another peace officer.

7 The employee may waive the right to a Pre-Disciplinary Review before the proposed action  
8 in writing. If the employee makes such a waiver, they may not be dismissed, suspended, or  
9 demoted before the proposed effective date set forth in the HR-41. The waiver does not  
10 waive the employee's right to file a grievance or appeal after the action is taken.

11 The Appointing Authority, or designee, shall conduct the Pre-Disciplinary Review. Any  
12 designated representative must be a person with the authority to recommend a final  
13 decision to the Appointing Authority. The Appointing Authority, or designee, shall render  
14 the final decision.

15 The employee may request Administrative Leave with pay for up to eight (8) hours to  
16 prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal.

17 This process is an informal proceeding between the Appointing Authority, or designee, and  
18 the employee and their representative(s), who meet together to discuss the proposed  
19 disciplinary action. The employee will be given an opportunity to rebut the allegations  
20 against them and provide mitigating information. Witnesses are not allowed to attend.

21 The employee may respond both orally and in writing at the Pre-Disciplinary Review.

22 The employee must be:

23 Given a copy of the finding or recommendation, if any, resulting from the Pre-  
24 Disciplinary Review; and,

25 Notified in writing of the Appointing Authority's, or designee's, decision regarding  
26 the proposed action on or before the effective date of the action. The effective date  
27 of the action is the first day the disciplinary action takes effect. If the Appointing  
28 Authority cannot provide such a decision on or before the proposed effective date,  
29 the proposed effective date will be extended to allow for the Appointing Authority  
30 to complete the decision-making process and the employee will be notified of the  
31 final effective date.

## 32 **E. CONFIDENTIALITY**

33 Employees have the right to confidentiality related to disciplinary action to the extent  
34 provided/allowed by law. The Employer and the Union will take appropriate steps to maintain  
35 such confidentiality.

## **F. OFF-DUTY CONDUCT**

The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Employer, Department or Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies.

If an employee covered under this Agreement has any off-duty, official contact with a law enforcement officer or agency as the subject of an investigation or receives a citation for traffic violations while driving a State-owned vehicle, they will report such to their immediate supervisor as soon as practicable, but not later than forty-eight (48) hours.

## **Article XX Grievance Procedure**

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

“Grievance” means an act, omission, or occurrence which is a permanent classified employees feels constitutes an injustice relating to any condition arising out of the relationship between the Employer and an employee, including, but not limited to, compensation, working hours, working conditions, membership in the Union, the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the employee’s employment, imposition of discipline, or other adverse personnel actions.

The term “grievance” does not include any dispute for which a hearing and/or remedy is provided by federal or state law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

- Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article II, Unlawful Discrimination.

- A change in classification or the allocation of positions (NRS 284.165).

- Refusal to examine or certify an applicant for an open position (NRS 284.245).

- A denial of Catastrophic Leave (NRS 284.3629).

- Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.

Except in the case of disciplinary actions, grievances must be filed in writing within fifteen (15) calendar days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the

1 alleged grievance. In the case of disciplinary actions, grievance shall be filed in writing within  
2 fifteen (15) calendar days after the effective date of the discipline at the step set forth in Article  
3 XIX, Discipline.

## 4 **A. FILING & PROCESSING A GRIEVANCE**

### 5 **1. Procedure**

6 Except as otherwise provided in the subsections below, the procedure to resolve grievances  
7 set forth in this Article is the exclusive means available for resolving grievances.

8 An employee in a bargaining unit who has been suspended, demoted, or dismissed may  
9 pursue a grievance related to that suspension, demotion, or suspension through the  
10 grievance procedure provided in this Article, or the procedure prescribed by NRS 284.390.

11 An employee who is aggrieved by the failure of the Employer to comply with the  
12 requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers  
13 may pursue a grievance related to that failure through the grievance procedure provided in  
14 this Article, or the procedure prescribed by NRS 288.115.

15 Once the employee has filed a grievance in writing under the procedure described in this  
16 Article or has requested a hearing under NRS 284.390 or has filed a complaint under NRS  
17 288.115, the employee may not proceed in the alternative manner.

### 18 **2. Contents of Grievance & Recipients of Grievance**

19 The written grievance must include the following information:

20 The name of the grievant;

21 The grievant's position, Department, Division, and Section;

22 The grievant's contact information;

23 The date, time, and place of the incident leading to the grievance and a statement  
24 setting forth with particularity the pertinent facts surrounding the nature of the  
25 grievance;

26 The name(s) of any witness(es) to the alleged incident;

27 The specific Article, Section, and Subsection of the Agreement alleged to have been  
28 violated; and/or, the specific NAC, NRS, or policy alleged to have been violated;

29 The steps taken to informally resolve the grievance and the individuals involved in  
30 the attempted resolution;

31 The specific remedy sought by the grievant; and,

32 The name and contact information for the grievant's representative(s), if any.

1 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer,  
2 the grievance must be filed in writing with the employee's immediate supervisor at Step 1,  
3 with a copy sent to the DHRM LRU.

4 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed  
5 beginning at Step 4, below, with a copy to the DHRM LRU.

### 6 **3. Modifications of a Grievance**

7 No new allegations may be raised or added to the grievance after the initial written  
8 grievance is filed, except by written mutual agreement of the grievant and the Employer.

### 9 **4. Consolidation of Grievances**

10 The Employer and the grievant may agree to consolidate grievances arising out of the same  
11 set of facts.

### 12 **5. When Resolution of a Grievance Becomes Binding**

13 The resolution of a grievance or complaint is binding when there is an agreement between  
14 the grievant and the Appointing Authority, or designee, of the employing Department or  
15 Division.

16 The Appointing Authority, or designee, of the employing Department or Division shall  
17 submit each proposed resolution of a grievance or complaint which has a fiscal effect to  
18 the Budget Division for a determination of whether the resolution is feasible on the basis  
19 of its fiscal effects. The resolution is binding only if it is so found.

### 20 **6. Informal Resolution of a Grievance**

#### 21 **a. General Provisions**

22 The parties should make every reasonable effort to resolve the grievance through  
23 informal discussions.

24 If the Employer provides the requested remedy or a mutually agreed-upon  
25 alternative, the grievance will be considered resolved and may not be moved to the  
26 next step.

#### 27 **b. Informal Mediation**

28 Any time during the grievance process Steps 1 through 3, by mutual written  
29 agreement between the grievant and the Employer, the parties may request an  
30 informal mediation session through the DHRM Employee Management Services  
31 Unit to resolve a grievance. During informal mediation, the timelines for grievances  
32 are suspended.

33 If informal mediation does not result in a resolution, an employee may return to the  
34 grievance process laid out in this Article and the timelines resume.



## **7. Withdrawal of a Grievance**

A grievance may be withdrawn by the employee at any time. If a grievance is resolved or withdrawn, it may not be re-filed unless it was filed prior to its effective date. Such grievance must be filed within the timelines specified in this Article.

## **B. STEPS IN THE GRIEVANCE PROCEDURE**

Any of the steps in this procedure may be bypassed by mutual written agreement between the grievant and the Employer.

### **1. Step 1 – Immediate Supervisor**

Step 1 of the grievance process is the attempt by the grievant and the grievant's immediate supervisor to resolve the dispute.

The supervisor will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) calendar days following the receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.

### **2. Step 2 – Division Administrator, Deputy Administrator, or Designee**

If the grievance is not resolved at Step 1, the grievant may present the written grievance to their Division Administrator, Deputy Administrator, or designee, with a copy to the DHRM LRU.

The Division Administrator, Deputy Administrator, or designee will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) calendar days following receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.

If the grievant wishes to escalate the grievance to the next step they must do so within fifteen (15) calendar days of the receipt of the Step 2 response.

### **3. Step 3 – Department or Division Head, or Designee**

If the grievance is not resolved at Step 2, the grievant may present the written grievance to the Department or Division head, or designee, with a copy to the DHRM LRU.

The Department or Division head, or designee, will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) calendar days following receipt of the grievance unless the Employer and the grievant mutually agree in writing to an extension of that time.

If the grievant wishes to escalate the grievance to the next step they must do so within fifteen (15) calendar days of the receipt of the Step 3 response.

#### **4. Step 4 – Formal Mediation**

If the grievance is not resolved at Step 3, within fifteen (15) calendar days of receipt of the Step 3 decision, the grievant or the Employer may submit a request, with a copy to the DHRM LRU, for formal mediation with the Federal Mediation & Conciliation Service (FMCS).

The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the formal mediation session.

Offers to resolve the grievance and statements made by or to the mediator, or by or to any party or other participant in the mediation are confidential and may not later be introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not be construed for any purpose as an admission against interest unless they are independently admissible.

#### **5. Step 5 - Arbitration**

If the grievance is not resolved at Step 4, the grievant may file a demand to arbitrate the dispute with the American Arbitration Association (AAA) or the FMCS within thirty (30) calendar days of the conclusion of the formal mediation session. A copy of the demand will be filed with the DHRM LRU.

### **C. ARBITRATION PROCEDURE**

#### **1. Selecting an Arbitrator**

The parties will select an Arbitrator by mutual agreement or by alternately striking names supplied by the AAA or FMCS and will follow the Labor Arbitration Rules of the AAA or the FMCS unless they agree otherwise in writing.

#### **2. Authority of the Arbitrator**

The jurisdiction and authority of the Arbitrator, as well as the final opinion and award shall be confined exclusively to the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the employee's employment, including the imposition of discipline, or other adverse personnel actions. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement.

The Arbitrator shall have no authority to establish or alter in any way wage rate or wage structure or to consider any term or condition of employment not expressly set forth within this Agreement.

The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs immediately prior to hearing the case on its merits, or as part of the entire hearing

1 and decision-making process, at the discretion of the Arbitrator. Although a decision may  
2 be made orally, it will be put in writing and provided to the parties.

3 If the subject grievance involves the review of a suspension, demotion, or dismissal from  
4 State service, the Arbitrator must determine the reasonableness of the Department's or  
5 Division's decision by conducting a three-step review process as described below.

6 First, the Arbitrator will review de novo whether the employee in fact committed the  
7 alleged violation(s). In so doing, the Arbitrator will determine whether substantial evidence  
8 of just cause exists to support the Department's or Division's decision. Substantial  
9 evidence is relevant evidence that a reasonable mind might accept as adequate to support  
10 a Department's or Division's conclusions.

11 Second, the Arbitrator will then determine whether the violation(s) is a serious violation of  
12 law or regulations such that the sever measure of dismissal is available as a first-time  
13 disciplinary action. If the Department's or Division's published regulations or Prohibitions  
14 & Penalties prescribe dismissal as an appropriate level of discipline for a first-time offense,  
15 then that violation is serious as a matter of law. The Arbitrator must give deference to the  
16 Employer's assessment of what constitutes a serious violation of its own policies.

17 Third, the Arbitrator will apply a deferential standard of review to the Department's or  
18 Division's determination that demotion, suspension, or dismissal will serve the good of the  
19 public service. The inquiry is not what the Arbitrator believes to be the good of the public  
20 service, but whether it was reasonable for the Department or Division to consider that the  
21 good of the public service would be served by demotion, suspension, or dismissal.

### 22 **3. Witnesses**

23 When an employee is subpoenaed as a witness on behalf of the grievant and/or the  
24 Employer in an arbitration case, they may appear without the loss of pay if they appear  
25 during their work time.

26 Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses and the cost of  
27 obtaining the names of arbitrators from the AAA or the FMCS. The parties shall bear their  
28 own costs and expenses for attorneys or other representatives, court reports, and other  
29 related arbitration expenses.

30 The Arbitrator's decision shall be final and binding on the parties subject only to judicial  
31 review in accordance with the standard set forth in the Uniform Arbitration Act. Decisions  
32 of the Arbitrator shall be enforced within thirty (30) days of receipt by both parties.

### 33 **4. Attendance at Meetings**

34 Meetings include informal grievance resolution meetings, grievance meetings, informal or  
35 formal mediation sessions, and arbitration hearings scheduled in accordance with this  
36 Article.

1 An employee will be allowed reasonable time, as determined by the Employer, to travel to  
2 and from the meetings referenced above. Time spent traveling during the employee's non-  
3 work hours to attend meetings referenced above will not be considered work time.

4 An employee may be authorized by their supervisor to adjust their work schedule, take  
5 Leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and  
6 travel to and from meetings, mediation sessions, or arbitration regarding the grievance.

7 When feasible, an employee must provide at least two (2) working days' notice to their  
8 supervisor prior to requesting release from duty in accordance with this Article to attend a  
9 meeting.

10 When feasible, two (2) weeks' notice is required prior to a mediation session or arbitration.  
11 If the required notice is not possible, then the supervisor must consider, but is not required  
12 to, approve release of duty for the meeting. Notification must include the approximate  
13 amount of time the employee expects the meeting or hearing to take. As determined by the  
14 supervisor, any Department or Division business requiring the employee's immediate  
15 attention must be completed prior to attending the meeting, mediation, or arbitration. An  
16 employee cannot use a State vehicle to travel to and from a work site to attend a meeting  
17 unless authorized, in writing, to do so by the Department or Division.

#### 18 **D. SUCCESSOR CLAUSE**

19 Grievances filed during the term of this Agreement will be processed to completion in accordance  
20 with the provisions during the same term of this Agreement.

#### 21 **E. TIMELINES**

22 The time limits in this Article must be strictly adhered to unless mutually modified in writing. As  
23 used herein, "days" refers to calendar days. When calculating a time period stated in days, exclude  
24 the day of the event that triggers the period; then, count every calendar day, including intermediate  
25 Saturdays, Sundays, and legal holidays; and, include the last day of the period. If the last day is a  
26 Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is  
27 a Saturday, Sunday, or legal holiday.

#### 28 **F. FAILURE TO MEET TIMELINES**

29 Failure by the grievant to comply with the timelines in this Article will result in the automatic  
30 withdrawal of the grievance with prejudice.

31 Failure by the Employer to comply with the timelines will entitle the grievant to move the  
32 grievance to the next step of the procedure.

#### 33 **G. GRIEVANCE FILES**

34 Written grievances and responses will be maintained separately from the Personnel Files of the  
35 employees.

# **Article XXI Union/Management Dispute Resolution**

It is the intent of this Article to provide a process by which the Union and the Employer communicate, make formal requests, or resolve any disputes as to the application or interpretation of this Agreement.

## **A. THE EXECUTIVE DEPARTMENT**

The State of Nevada, also referred to as the “Employer,” has designated the Division of Human Resource Management, Labor Relations Unit (DHRM LRU or LRU) as its representative concerning all collective bargaining matters with Bargaining Unit H on behalf of the Executive Department. Therefore, the LRU is the only State entity with the authority to engage on collective bargaining matters on behalf of the Executive Department under NRS 288. As Bargaining Unit H spans multiple State Departments or Divisions, no single State Department or Division has the authority absent the involvement and approval of the LRU.

## **B. THE UNION**

Bargaining Unit H has designated the Nevada State Law Enforcement Officers’ Association (NSLEOA) as its exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada Employee Management Relations Board (EMRB), the Union is the only entity with the authority to act as the agent and exclusive representative on collective bargaining matters on behalf of Bargaining Unit H under NRS 288.

## **C. DISPUTE RESOLUTION**

The Employer and the Union agree that communication related to any rights or remedies under NRS 288 shall be presented in writing to the LRU at [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov) or to the NSLEOA at [info@nsleo.org](mailto:info@nsleo.org), respectively.

The parties shall not maneuver around the statutory exclusive representative channels to engage or gain any advantage on matters concerning collective bargaining under NRS 288.

The Employer and the Union agree that the Union is not precluded from communicating directly with State Departments or Divisions to foster and support Union/Management relations or to discuss issues that arise. However, communications with a single Department or Division are not formal collective bargaining communications and do not give rise to complaints filed under NRS 288.

## **D. UNION GRIEVANCE**

The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. The Employer and the Union agree to provide notice

1 and meet or confer with one another in an attempt to resolve issues raised regarding the  
2 application or interpretation of this Agreement prior to filing formal complaints with a judicial  
3 body, such as the EMRB or a Court.

4 In the event the Union has a dispute with the Employer regarding the application or  
5 interpretation of provision(s) of this Agreement, they may file a grievance with the LRU. Such  
6 grievance should also be copied to the Department or Division within which the Union has  
7 identified their grievance, if any.

## 8 **E. UNION GRIEVANCE PROCESS**

9 Upon receipt of a Union Grievance, the LRU will meet and confer with the Union regarding the  
10 grievance. Pursuant to discussion during any meeting or conference, the LRU will respond in  
11 writing to the Union within fifteen (15) calendar days of that meeting or conference, unless a  
12 different time period is mutually agreed upon.

13 Should the Union Grievance not be resolved, the Union or the LRU may request formal  
14 mediation session(s) with the Federal Mediation & Conciliation Service (FMCS) within thirty  
15 (30) calendar days of the date of issuance of the response from the LRU.

16 The proceedings of any formal mediation will not be recorded or reported in any manner,  
17 except for agreements that may be reached by the parties during the mediation.

18 Offers to resolve the grievance and statements made by or to the mediator, or by or to any  
19 party or other participant in the mediation are confidential and may not later be  
20 introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not  
21 be construed for any purpose as an admission against interest, unless they are  
22 independently admissible.

23 Should the Union Grievance not be resolved with formal mediation, the Union may submit a  
24 demand for arbitration with the American Arbitration Association (AAA) or the FMCS within  
25 thirty (30) calendar days of the decision or the formal mediation session, with a copy to the LRU.

26 Once a demand for arbitration is filed and the AAA or FMCS has supplied a list of names of  
27 arbitrators, the parties will select an arbitrator by alternately striking names until one name  
28 remains. The party striking first shall be determined by lot.

29 The parties agree that any arbitration proceedings will be conducted in accordance with the AAA  
30 or the FMCS Rules of Arbitration, unless otherwise agreed in writing.

31 No later than fourteen (14) calendar days after the demand to arbitrate has been filed, the parties  
32 agree to make their respective requests for relevant documents and witnesses and to provide a  
33 response to the requests within thirty (30) calendar days from the date of receipt.

34 The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs  
35 immediately prior to hearing the case on its merits, or as part of this entire hearing and decision-  
36 making process, at the discretion of the Arbitrator. Although a decision may be made orally, it  
37 will be put in writing and provided to the parties.

When an employee is subpoenaed as a witness on behalf of the Union or the Employer in an arbitration case, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.

The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.

The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties.

The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of the Arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

#### **F. SUCCESSOR CLAUSE**

Union Grievance filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

#### **G. COLLECTIVE BARGAINING NEGOTIATIONS**

The parties agree to conduct formal negotiations including any potential need for mediation or impasse in accordance with NRS 288.

## **Article XXII Layoff & Reemployment**

The Employer has the authority to determine the basis for, the extent of, the effective date, and the length of layoffs in accordance with the provisions of this Article and Article IV, Management Rights.

#### **A. LAYOFF**

If it is determined that a layoff of employees may occur because of positions being abolished, lack of work, lack of funds, or other material changes in duties or organization, all such layoffs will be carried out in strict compliance with applicable laws and regulations.

Prior to implementation of any layoff, the Employer shall fully consider any written proposals from the Union and the DHRM LRU agrees to meet with the Union upon the Union's request, absent an emergency or other circumstance that render such meetings impracticable, to discuss alternatives to any layoff. Such alternatives may include but are not limited to readjustment of personnel through transfer to other positions, reduction in workweek, leave of absence, voluntary layoff, job sharing, and/or other methods of staffing which may minimize mandatory layoffs.

The Department or Division head, or designee, will determine in what geographical area and job classifications layoffs will occur.

1 Once a layoff list is determined, the Department or Division head, or designee, will notice the  
2 DHRM.

3 If the Employer, through its Department or Division head, or designee, is required to reduce the  
4 number of its employees, it shall purchase credit for service with PERS for any member who:

5 Is eligible to purchase PERS service credit; and,

6 Is eligible to retire or will be made eligible to retire by the purchase of service credit; and,

7 Agrees to retire upon completion of the purchase of service credit; and,

8 Has been employed by the Department or Division for five (5) or more years.

9 If the Employer, through its Department or Division is required to purchase service credit, it will  
10 pay five percent (5%) of the cost of purchasing the service credit and an additional five percent  
11 (5%) of the cost for each year the employee has been employed by the Department or Division in  
12 excess of the minimum requirement of five (5) years above.

## 13 **B. ORDER OF LAYOFFS**

14 All employees who are non-permanent employees must be separated from service before any  
15 permanent employees. Employees will be separated in the following order:

16 Emergency employees.

17 Temporary employees.

18 Provisional employees.

19 Probationary employees.

20 If additional reductions are necessary after all non-permanent employees have been laid off,  
21 permanent employees will be laid off, transferred, or take a voluntarily demotion in descending  
22 order of seniority in the geographical area and job classifications identified for lay off.

## 23 **C. NOTICE OF LAYOFF**

24 All affected employees will receive notice at least thirty (30) calendar days prior to the effective  
25 date of a layoff.

26 The Department or Division head, or designee, must send a copy of the layoff notice, the list of  
27 affected employees, and the most recent Department or Division seniority calculations to the  
28 DHRM.

29 If there are options for employees to transfer or voluntarily demote into another position, the  
30 Department or Division head, or designee, must clearly state such to the employees and identify  
31 the positions and locations where an employee has a right to displace another employee.

32 An employee must make their choice in writing to transfer, voluntarily demote, or be laid off  
33 within four (4) working days after they have been noticed of their layoff choices.



## **1. Transfer**

A permanent employee given notice of layoff may choose to transfer to a position within their Department or Division that is held by the least senior employee in the same class and option.

A permanent employee who chooses to transfer to a position in the same class and option within the same Department or Division will not be subject to a background check.

## **2. Voluntary Demotion**

A permanent employee given notice of layoff may choose to take a voluntary demotion to a vacant position within their Department or Division.

A permanent employee given notice of layoff may choose to take a voluntary demotion to a position which would displace or “bump” an employee with less seniority within the Department or Division and geographical location to a lower classification within the current class series and option.

## **3. Layoff**

A permanent employee given notice of layoff may choose to be laid off. If the employee chooses to be laid off, they can request that their name be placed on the reemployment list for the job classification they held at the time of layoff.

## **D. SENIORITY DURING LAYOFFS**

For the purposes of layoff, seniority is calculated by the employee’s total number of years in continuous full-time equivalent State service up to the effective date of the layoff.

The following are deducted from an employee’s seniority calculations:

Any combination of LWOP and Catastrophic Leave in excess of two hundred forty (240) hours in the period preceding the date of the notice of layoff equal to twelve (12) months of full-time equivalent service.

Any time covered by a report on performance which rated the employee below standard, excluding evaluations received within seventy-five (75) calendar days before the notice of layoff.

An employee whose base hours are more than eighty (80) hours biweekly must be allotted additional LWOP and Catastrophic Leave in proportion to the base hours for the job class designation.

Layoff seniority is not reduced based on:

A leave of absence without pay during a fiscal emergency of the State or a Department or Division.

A leave of absence without pay for a work-related injury or illness; and/or,

1 A military leave of absence.

## 2 **E. SENIORITY LISTS DURING LAYOFFS**

3 Whenever it is determined that a layoff of employees will occur, the State agrees to supply  
4 seniority lists to the Union for the job(s) being affected.

5 In the case of seniority ties, ties are determined in the following order:

6 Time in occupational groups; then,

7 Time in the Department or Division of layoff; then,

8 By drawing lots.

9 Names of permanent employees who have received layoff notice will be placed on the statewide  
10 reemployment list for the class and option of the position involved in the layoff, in order of  
11 seniority.

12 Names of permanent employees who have received layoff notice will also be placed on the  
13 statewide reemployment list for other classes for which they qualify at or below the grade of the  
14 class held at the time of layoff, in order of seniority.

15 The employee will provide an employment application and a list of classes and option the  
16 employee is seeking for reemployment to the DHRM within thirty (30) calendar days after the  
17 layoff date. The Department or Division will provide the seniority calculations to the DHRM.

18 Names of permanent employees who have received layoff notice will be integrated with names of  
19 employees who are eligible for reemployment.

20 Part-time employees are not entitled to be reemployed in full-time positions, and full-time  
21 employees are not entitled to be reemployed in part-time positions.

22 Seniority must be projected and counted up to the layoff date or transfer date if the employee is  
23 required to transfer to a different geographical location but declines the transfer and requests to be  
24 put on the layoff list. Seniority determines ranking on all reemployment lists and will not be  
25 recalculated unless the employee is affected by a subsequent layoff.

## 26 **F. BUMPING DURING LAYOFFS**

27 Full-time, part-time, and seasonal employees must be treated separately and can only displace like  
28 employees.

29 An employee may choose to displace or to “bump” another employee only if the bumping  
30 employee meets the minimum qualifications for the class, option, and position. For the purposes  
31 of layoff, qualifications for a position may be different from those of the class and option only  
32 when selective certification is required.

1 An employee electing to exercise bumping rights must have more seniority than the employee  
2 being displaced. A current employee who elects to displace another employee has priority over  
3 former employees already on reemployment lists.

4 The employee will assume the salary grade of the employee's classification that is being bumped  
5 at the step closest to the employee exercising the bumping rights' existing salary grade and step at  
6 the time of layoff.

7 In no event will the bumping employee receive more salary as a result of the bump.

8 If the current rate of pay falls within the lower salary grade, no reduction in pay may occur unless  
9 money is not available as certified by the Chief of the Budget Division.

10 An employee who is bumped will have the right to exercise bumping rights in accordance with the  
11 provisions of this paragraph. The decision to bump must be submitted in writing within three (3)  
12 working days of notice that the employee will be bumped.

## 13 **G. ACCRUALS AT LAYOFF**

14 At the time of layoff, the employee's Annual Leave and Compensatory Time balances will be paid  
15 off in accordance with the provisions set out in this Agreement and NRS 284 for employees  
16 separating from the State. Additionally, approved tuition reimbursement for employees enrolled  
17 at the time of layoff will be paid at the time of layoff.

18 An employee on layoff accrues no additional Annual Leave or Sick Leave.

## 19 **H. REEMPLOYMENT**

20 Former permanent employees on a reemployment list or lists retain reemployment eligibility for  
21 two (2) years after the date of layoff.

22 Reemployment rights are exhausted when a former permanent employee accepts or declines an  
23 offer of employment in the class or a comparable class with the same grade in the Department or  
24 Division and geographical location of the layoff. Any exception to this provision must be approved  
25 by the DHRM.

26 When a former permanent employee accepts a position at a grade lower than that held at the time  
27 of layoff, their name will be removed from all reemployment lists that are equal to or below the  
28 grade accepted.

29 A former permanent employee who has been laid off and is being reemployed in the Department  
30 or Division, class, and option from which they were laid off must have their permanent status  
31 restored.

32 A former permanent employee who is reemployed in a different class or in a different Department  
33 or Division must serve a new Probationary Period. If the employee does not complete the  
34 Probationary Period, their name must be restored to the appropriate reemployment list for any  
35 remaining part of the year following the layoff date.

1 No new employee will be hired in the classification and geographic location where the layoff  
2 occurred until all employees on layoff status in that classification desiring to return to work have  
3 been offered the position. The employee must provide the employer with any contact information  
4 changed while waiting for recall.

5 A former permanent employee is responsible for providing the Employer with any contact  
6 information changed while waiting for reemployment.

## 7 **1. Response from a Recalled Employee for Reemployment**

8 A former permanent employee who is offered a position from which they were laid off in  
9 the Department or Division and geographic location must respond within seven (7)  
10 business days after the date of the offer letter, or three (3) business days after electronic  
11 mail, voicemail is left, or an offer is hand delivered or verbally extended. Any verbal offer  
12 will be followed up in writing. In the event the former permanent employee fails to respond  
13 within these timeframes, they will be considered to have abandoned their recall rights.

14 If the Department or Division is unsuccessful in contacting a former permanent employee  
15 for reemployment three (3) documented times, that former permanent employee's name  
16 will be removed from the reemployment list.

17 If the former permanent employee is contacted for a similar position outside of the  
18 Department or Division from which they were laid off or for a position at a lower grade  
19 and fails to respond within these timeframes or otherwise declines the position, they retain  
20 layoff rights but will be marked as declining the position.

## 21 **2. Reporting Date When Reemployed**

22 If a former permanent employee recalled to their former job classification within the  
23 Department or Division from which they were laid off was subject to a background check,  
24 polygraph, psychological examination, and/or medical examination upon initial  
25 appointment, they will be subject to a modified background that will exclude a pre-law  
26 enforcement personal history questionnaire, a polygraph examination, and a psychological  
27 examination, unless good cause is shown which would require such examination.  
28 Departments or Divisions have the right to review any pre-employment documentation for  
29 an employee who is being considered for reemployment under this Section.

30 The reemployed employee must report for reemployment on the date mutually agreed upon  
31 by the returning employee and the Employer or be considered to have abandoned their  
32 recall rights.

33 An employee who is reemployed after being laid off is entitled to the restoration of the  
34 accrued and unused Sick Leave remaining in their account at the time of layoff for which  
35 they did not receive payment.

36 An employee who is reemployed after being laid off is entitled to buy back the balance of  
37 the Annual Leave for which they received payment in a lump sum on the date of layoff.

1 The rate of pay at which the employee is rehired applies to the buying back of Annual  
2 Leave.

3 An employee who is reemployed after being laid off accrues Annual Leave at a rate based  
4 on their total continuous State service.

### 5 **3. Rate of Pay When Reemployed**

6 If a former permanent employee is reemployed after layoff, they must be placed at the step  
7 which most closely corresponds to the base rate of pay they held at the time of layoff or  
8 separation. An exception may be made if money is not available as certified by the Chief  
9 of the Budget Division. If an exception is made because the Department or Division does  
10 not have sufficient money available, the employee retains the rights of reemployment.

### 11 **4. Seniority Date When Reemployed**

12 If a former permanent employee is reemployed within two (2) years of layoff, there will be  
13 no change to their continuous State service date.

## 14 **Article XXIII Separation from Service**

### 15 **A. RESIGNATION**

16 Unless the Employer and the employee agree to a shorter period of time, an employee who wishes  
17 to resign their State service will submit an [NPD-45 Notice of Transfer or Resignation](#) form to their  
18 Department or Division head, or designee, at least fourteen (14) calendar days prior to the effective  
19 date of the resignation.

### 20 **B. DISABILITY SEPARATION**

21 Pursuant to NAC 284.611, an employee with a disability that causes them to be unable to perform  
22 the essential functions of their position may be separated from service when it is determined that  
23 every option available under the Employer's Reasonable Accommodation process has been  
24 exhausted.

### 25 **C. REINSTATEMENT FROM DISABILITY SEPARATION**

26 Employees who have been separated from service due to a disability may be eligible for  
27 reinstatement if they have recovered from the condition which caused their disability and under  
28 which they were separated from service.

### 29 **D. DISABILITY RETIREMENT**

30 Employees with five (5) or more years of service and who have been certified by a treating  
31 physician that they are unable to perform the essential functions of their position due to disability

1 may choose to exercise their right to retire from service under the Public Employees' Retirement  
2 System of Nevada (PERS) with a Disability Retirement. The PERS Disability Retirement benefit  
3 allows employees with a disability to retire without penalty prior to their projected service  
4 retirement date.

5 Employees who choose Disability Retirement must apply to PERS for their benefit before they  
6 separate from State service. Applications for Disability Retirement can be obtained at  
7 [www.pers.org](http://www.pers.org).

## 8 **Article XXIV Union/Management** 9 **Communication Committees**

### 10 **A. GENERAL PROVISIONS**

11 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To  
12 promote and foster such a relationship the parties agree to establish a structure of joint  
13 Union/Management Communications Committees for the sharing of information and concerns and  
14 discussing possible resolution(s) in a collaborative manner. The Employer and the Union recognize  
15 that although the Employer is ultimately responsible for the constructive and cooperative  
16 relationships on behalf of its various Departments or Divisions within this particular collective  
17 bargaining unit, Departmental or Divisional committees will better serve employees.

18 Department or Division level statewide Union/Management Communication Committees will be  
19 established to discuss and exchange Department or Division-specific information of a group nature  
20 and general interest to both parties.

21 For Committees established in accordance with this Article, either party may suggest steps to  
22 improve the effectiveness of the meetings. Suggestions for doing so may be raised at Committee  
23 meetings and implemented upon mutual agreement. The DHRM LRU, the Union's Staff  
24 Representative, and/or Union's Headquarters office will be available to provide assistance and  
25 coordination. The parties will mutually bear the costs associated with implementation efforts.

26 Employees invited to participate in these meetings may do so with approval from their Department  
27 or Division and their attendance will not count toward the Union's allotted Union leave as outlined  
28 in this Agreement.

### 29 **B. COMMITTEES**

30 The following Committees will be established:

31 Employer Union/Management Communications Committee

32 Department-wide or Division-wide Union/Management Communications Committee

33 Joint Safety Committee

1    **C.     SCOPE OF AUTHORITY**

2    All Committee meetings established under this Article will be used for discussions only, and the  
3    Committees will have no authority to conduct any negotiations, bargain collectively, or modify  
4    any provision of this Agreement. The parties are authorized, but not required, to document mutual  
5    understandings. The Committees' activities and discussions will not be subject to grievance under  
6    Article XX, Grievance Procedure.

7        **Article XXV   Union Activities**

8    **A.     EMPLOYEE RIGHTS**

9    Employees have the right to become a member of the Union.

10   **B.     RIGHT TO UNION REPRESENTATION**

11   Employees have the right to Union representation on matters adversely affecting their condition  
12   of employment. It is the employee's responsibility to arrange for Union representation during any  
13   meeting. The inability to secure Union representation is not a reason for a meeting to be delayed  
14   or postponed.

15   Except as otherwise specified in this Agreement, the right to Union representation will not apply  
16   to discussions with an employee in the normal course of duty, such as giving instructions, assigning  
17   work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine  
18   communications with an employee.

19   **C.     RIGHT TO NON-PARTICIPATION IN THE UNION**

20   Employees have the right not to participate in Union activities or to be a member of the Union.  
21   Neither the Employer nor the Union may discriminate in any way against non-Union-member  
22   employees relative to their choice of non-participation or membership; however, if the employee  
23   is in a job classification covered under the exclusive representation of the Union, they will still be  
24   subject to the provisions of this Agreement as it applies to their job classification.

25   **D.     UNION RIGHTS**

26   The Employer and the Union agree to abide by NRS 289, known as the Peace Officer Bill of  
27   Rights, and any amendments thereto.

28   **E.     UNION STAFF REPRESENTATIVES**

29   Union Staff Representatives are individuals employed by the Union, not the Employer. An  
30   example of a Union Staff Representative is the Executive Director of the Union.

1 The Union will provide the DHRM Labor Relations Unit (LRU) with a written list of Union Staff  
2 Representatives, their geographic jurisdictions, and the appropriate contact information.

3 The Employer will recognize any Union Staff Representative on the list.

4 The Union will provide written notice to the DHRM LRU of any changes to the list of Union Staff  
5 Representatives within thirty (30) calendar days of the changes.

6 The Employer reserves the right to restrict or rescind the access of a recognized Union Staff  
7 Representative if they are found to be behaving inappropriately, or in a manner that is disruptive  
8 to the business operations of the Employer and not in keeping with their responsibilities as a  
9 representative of the Union and a guest on the Employer's premises.

## 10 **1. Access for Union Staff Representatives**

11 Union Staff Representatives may have access to the Employer's offices or facilities in  
12 accordance with Department or Division policy to carry out representational activities.

13 The Union Staff Representatives will request approval to be on-site prior to their arrival  
14 and will not interrupt the normal operations of the Department or Division. The Department  
15 or Division and the Union must mutually agree upon dates and times a Union Staff  
16 Representative may have access to the Department's or Division's premises.

17 The Employer reserves the right to restrict access to Department or Division premises if  
18 the Union's request for access is unreasonable or interferes with business or operations or  
19 is in conflict with Department or Division policy.

20 In accordance with this Article, Union Staff Representatives and bargaining unit employees  
21 may also meet in non-work areas during the employee's Meal Breaks, Rest Periods, and  
22 before and after their shifts.

## 23 **F. UNION REPRESENTATIVES**

24 A Union Representative is an employee of the Employer who has been selected by the Union  
25 membership to officially represent and defend the interests of fellow bargaining unit covered  
26 employees.

27 The Union will provide the DHRM LRU with a written list of current Union Representatives and  
28 the office, facility, or geographic jurisdiction for which they are responsible, if applicable. The  
29 Union will maintain the list.

30 A Union Representative may represent any employee who works in the same Department or  
31 Division, in the same office, facility, or geographic jurisdiction as the Union Representative and  
32 is in the bargaining unit. The Employer will not recognize an employee as a Union Representative  
33 if their name does not appear on the list.

34 In the event an employee requests Union representation and the Union Representative is not on  
35 the list, the Union must expressly classify the employee as a Union Representative by providing



notice via telephone and/or email and/or text message to the Department or Division and the DHRM LRU in advance of the meeting, hearing, or interview.

The Union is responsible to update any list of Union Representatives as soon as practicable. For the purposes of this Section, non-Union representative(s) pursuant to NRS 289 are excluded from this notice.

Union Representatives must request and receive approval prior to being released for representational duties.

Representational duties will be coded to Union Business Leave or Union Grievance Leave for the Union Representative's time.

## **G. USE OF STATE FACILITIES, RESOURCES, & EQUIPMENT**

### **1. Meeting Space & Facilities**

The Employer's offices and facilities may be used by the Union to hold meetings for Union business, subject to the Department's or Division's policy, availability of the space, and with prior written authorization of the Employer.

### **2. Supplies & Equipment**

The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of the telephone or similar devices that may be used for persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department or Division business.

### **3. Email, Fax Machines, the Internet, & Intranets**

The Union and employees covered by this Agreement will not use State-owned or operated email, fax machines, the Internet, or Intranets to communicate with one another regarding Union business, except as specifically provided for in this Agreement.

Employees may use State-operated email to request Union representation. Union Representatives may use State-owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article XX, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

Result in little or no cost to the Employer.

Be brief in duration and frequency.

Not interfere with the performance of their official duties.

Not distract from the conduct of State business.

1 Not disrupt other State employees and will not obligate other employees to make a  
2 personal use of State resources.

3 Not compromise the security or integrity of State information or software.

4 Not include general communication and/or solicitation with employees.

5 The Union and its Representatives will not use the above referenced State equipment for  
6 Union organizing, internal Union business, advocating for or against the Union in an  
7 election, or any other purpose prohibited by the Executive Ethics Board.

8 Communication that occurs over State-owned equipment is the property of the Employer  
9 and may be subject to public disclosure.

#### 10 **4. Bulletin Boards**

11 The Employer will maintain bulletin board(s), or space on existing bulletin boards currently  
12 provided to the Union, for Union communication. In facilities where no bulletin board or  
13 space on existing bulletin boards has been provided, the Employer will supply the Union  
14 with adequate bulletin board space in convenient places, including on web-based forums if  
15 available.

16 Material posted on the bulletin board will be appropriate to the workplace, politically non-  
17 partisan, in compliance with state ethics laws, and clearly identified as Union literature. In  
18 facilities where there is no bulletin board space, the Employer will make available a three-  
19 ring binder that is designated for Union materials.

20 Union communications will not be posted in any other location in the Department or  
21 Division.

#### 22 **5. Distribution of Material**

23 An employee may have access to their work site for the purpose of distributing information  
24 to other bargaining unit employees, provided:

25 The employee is off duty.

26 The distribution does not disrupt the Employer's operation.

27 The distribution will normally occur as determined by the Employer. In those cases  
28 where circumstances do not permit distribution by those methods, alternative areas  
29 such as lunchrooms, break rooms, and/or other areas mutually agreed upon may be  
30 used.

31 The employee must notice the Employer in advance of their intent to distribute  
32 information.

33 Distribution will not occur more than twice per month, unless agreed to in advance  
34 by the Employer.

## **H. TIME AWAY FROM WORK FOR UNION ACTIVITIES**

Employees who are Union Representatives, Union Committee members, and Union Collective Bargaining Team members may be allowed to use the categories of Union Business Leave, Union Collective Bargaining Leave, Union Grievance Leave, or LWOP to attend Union-sponsored meetings, training sessions, conferences, and conventions. Time away from work for these activities must be approved in advance and in writing by the Department or Division after consultation with the DHRM LRU regarding available Union leave balances.

The Union will provide the Department or Division and DHRM LRU, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but no later than fourteen (14) calendar days prior to the activity absent unforeseen circumstances.

The total maximum number of hours allotted for any Union leave is one thousand (1,000) per fiscal year. There is no ability for any balance of hours to roll over from fiscal year to fiscal year.

The Union President or designee will determine the use of the Union leave. The Union agrees not to exceed six (6) individual requests for Union leave at one time and, under normal circumstances, not more than two (2) individuals can be from the same shift of the Department or Division unless authorized by the head of the Department or Division.

Approved Union leave taken during normal working hours will be considered time worked including for the purposes of computing overtime.

In the event the Union depletes the allotted hours in a fiscal year, they may request approval for additional hours, in writing through the DHRM LRU. Additional hours may be approved or disapproved at the Employer's discretion.

### **1. Union Business Leave**

Union Business Leave is paid leave that may be used when a Union Representative is performing Union-related duties that are not associated with Article XX, Grievance Procedure or the collective bargaining process.

The Department or Division may grant the use of Union Business Leave for Union Representatives. Requests for Union Business Leave must be submitted in writing and as far in advance as possible to the Department or Division. Union Business Leave will be considered for approval or disapproval by the Department or Division within three (3) working days of the request. It is incumbent upon the requesting employee to ensure their request for Union Business Leave was received by the Department or Division for consideration.

In the event immediate representation is requested due to a critical incident, such as an Officer-Involved Shooting, the Union Representative must notify their Department or Division and receive approval to respond. If a Union Representative responds to a critical incident while on duty, they may utilize their assigned State-owned vehicle during the time

1 of their response; however, they may not respond in emergency mode. Union  
2 Representatives that respond to a critical incident must identify themselves on scene as a  
3 Union Representative and that they are not responding to the scene on behalf of a State  
4 Department or Division for investigative purposes.

5 Union Representatives are responsible for coding their time appropriately when using  
6 Union Business Leave.

## 7 **2. Union Collective Bargaining Leave**

8 The Employer may approve leave for the purpose of negotiating a successor Collective  
9 Bargaining Agreement (CBA). In the event the Union needs a further allotment of Union  
10 Collective Bargaining Leave hours, they will request additional hours from the Employer  
11 through the DHRM LRU during the course of negotiations.

12 The Union will provide the DHRM LRU with the names of its Union Collective Bargaining  
13 Team members at least fourteen (14) calendar days in advance of the date of any  
14 negotiations meeting unless a shorter period of time is mutually agreed upon.

15 Union Collective Bargaining Team members are responsible for obtaining approval from  
16 their Department or Division to use and to code their time appropriately when using Union  
17 Collective Bargaining Leave.

18 No Overtime or Compensatory Time will be incurred as a result of negotiations,  
19 preparation for, and/or travel to and from negotiations.

20 The Union is responsible for paying any travel or per diem expenses of Union Collective  
21 Bargaining Team members. Union Collective Bargaining Team members may not use  
22 State vehicles to travel to and from a bargaining session, unless expressly authorized in  
23 writing to do so by their Department or Division.

## 24 **3. Union Grievance Leave**

25 Union Grievance Leave is paid leave that may be used when a Union Representative is  
26 performing Union-related duties associated with Article XX, Grievance Procedure.

27 The Department or Division may grant the use of Union Grievance Leave for Union  
28 Representatives. Requests for Union Grievance Leave must be submitted in writing and as  
29 far in advance as possible to the Department or Division. Union Grievance Leave will be  
30 considered for approval or disapproval by the Department or Division within three (3)  
31 working days of the request. It is incumbent upon the employee requesting Union  
32 Grievance Leave to ensure their request was received by the Department or Division for  
33 consideration.

## **I. CONFIDENTIALITY DURING NEGOTIATIONS**

Bargaining sessions will be closed to the press and the public.

No proposals will be placed on the parties' websites or distributed to individuals not on the formal negotiations' teams.

The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place as long as that communication in no way undermines the negotiation process or divulges confidential information relative to the negotiation sessions.

The parties shall not maneuver around the formal negotiations' teams to gain any advantage in the negotiations process.

There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

## **Article XXVI Mandatory Subjects of Bargaining**

### **A. GENERAL PROVISIONS**

The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining as described in NRS 288.

The Employer, through the DHRM LRU, will notify the Union of the change(s) in writing, citing this Article. The written notice will include:

A description of the intended change, including information relevant to the impacts of the change on bargaining unit employees, and a list of the job classifications and names of affected employees known.

Where the change will occur; and,

The date the Employer intends to implement the change.

Within twenty-one (21) calendar days of receipt of the written notice from the Employer, the Union may request negotiations over the proposed change(s). The written notice requesting bargaining must be filed with the DHRM LRU at [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov). The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change(s).

In the event the Union does not request negotiations within the twenty-one (21) calendar day period, the Employer may implement the changes without further discussions or bargaining.

1 In the event of emergency or mandated conditions outside of the Employer's control that may  
2 require immediate implementation of changes, the Employer will notice the Union of the changes  
3 as soon as possible.

4 Prior to making any change in written Department or Division policy involving a mandatory  
5 subject of bargaining, the Employer will notice the Union and satisfy its collective bargaining  
6 obligations as outlined in the above referenced process.

7 The parties, through the DHRM LRU, will agree to the location and time for the discussions and/or  
8 negotiations. Each party is responsible for choosing its own representatives for these activities.  
9 The Employer and the Union recognize the importance of scheduling these discussions and/or  
10 negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the  
11 bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the  
12 Union has made an information request prior to the meeting being scheduled, the parties will  
13 schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the  
14 information request.

15 Only when the parties agree to negotiate a successor Agreement due to expiration will the entire  
16 Agreement be eligible for reopening for negotiation. Any mid-term or supplemental negotiations  
17 must be limited to specific Article(s) and must be reopened when the threshold for mandatory  
18 bargaining has been met under NRS 288. Mid-term or supplemental negotiations that result in  
19 amendments to the Agreement will be reflected in Memoranda of Understanding (MOU's) and  
20 will become part of the Agreement, subject to approval by the Board of Examiners.

## 21 **Article XXVII Department or Division-** 22 **Specific Bargaining**

23 During open negotiations for this Agreement, the Employer and the Union shall jointly identify  
24 items that are suited for Department or Division-specific bargaining.

25 Proposals for Department or Division-specific bargaining must be both Department or Division-  
26 specific and non-compensation.

27 The Union will provide its Department or Division-specific proposals to the DHRM LRU via  
28 laborrelations@admin.nv.gov by September 1 of an even numbered year, or the first workday  
29 thereafter.

30 The Employer will provide its Department or Division-specific proposals and/or counterproposals  
31 to the Union by October 1 of an even numbered year, or the first workday thereafter.

32 Any tentative agreements reached during Department or Division-specific negotiations will be  
33 provided to the chief negotiators of the Employer and the Union by November 30 of an even  
34 numbered year for inclusion in the full CBA.

1     **A.     IMPASSE**

2     Should the parties fail to reach an agreement in open or supplemental negotiations by March 1 of  
3     an odd numbered year, either party may declare impasse. The parties agree to seek mediation to  
4     resolve the impasse.

5     In the event the parties fail to reach an agreement in mid-term or supplemental negotiations in an  
6     even numbered year, either party may declare impasse after six (6) formal negotiations sessions.  
7     The parties agree to seek mediation to resolve the impasse.

8             **Article XXVIII   Political Activity**

9     Employees may engage in political activity that is not prohibited by state law. Employees may  
10    vote as they choose and express their political opinions on any or all subjects without recourse,  
11    except that no employee may:

12            Directly or indirectly solicit or receive or be in any manner concerned in soliciting or  
13            receiving, any assessment, subscription, or monetary or nonmonetary contribution for a  
14            political purpose from anyone who is in the same department and who is a subordinate of  
15            the solicitor.

16            Engage in political activity during working hours to improve the chances of a political  
17            party or a person seeking office, or at any time engage in political activity to secure a  
18            preference for a promotion, transfer, or increase in pay.

19    The parties agree that solicitation and receipt of voluntary payroll deductions for Union political  
20    action committee (PAC) contributions are permitted. Employees are not permitted to participate  
21    in the solicitation for and receipt of deductions for PAC contributions during work time.

22    The Federal Hatch Act prohibits certain types of political activity on the part of State employees  
23    whose principal employment is in a federally funded program.

24    No bargaining unit member will be required to participate in political activity of any fashion, or  
25    be present at any political meeting or event, either on or off duty.

26            **Article XXIX   Disclosure of Improper**  
27            **Governmental Action**

28     **A.     GENERAL PROVISIONS**

29    Nevada law specifically encourages any State officer or employee to disclose improper  
30    governmental action to the extent not prohibited by law. It is the intent of the Legislature to protect  
31    an employee's rights should they make such a disclosure. "Improper governmental action" means  
32    any action taken by a State officer or employee in the performance of the officer or employee's  
33    official duties, whether the action is within the scope of employment, which is:

1 In violation of any state law or regulation; or,  
2 An abuse of authority; or,  
3 Of substantial and specific danger to the public health or safety; or,  
4 A gross waste of public money.

5 State officers and employees are prohibited by law from using their authority or influence to  
6 prevent an employee's disclosure of improper governmental action. "Official authority or  
7 influence" includes taking, directing others to take, recommending, processing, or approving any  
8 personnel action such as an appointment, promotion, transfer, assignment, reassignment,  
9 reinstatement, restoration, reemployment, evaluation, or other disciplinary action.

10 The Employer will take any disclosure of improper governmental action very seriously. If a  
11 disclosing employee feels that they have experienced any retaliatory action or reprisal because  
12 they have made such a disclosure, the employee must submit a claim of retaliatory action or  
13 reprisal on the [NPD-53 Appeal of "Whistleblower" Retaliation](#).

## 14 **B. FRAUD HOTLINE**

15 The Fraud Hotline is an established hotline number that allows employees to report inappropriate  
16 use of State funds or federal funds received by the Employer by calling the Fraud Hotline at (775)  
17 687-0150.

18 The Employer must post the Fraud Hotline number in conspicuous places in each public building  
19 of its Departments or Divisions.

## 20 **Article XXX Strikes & Lockouts**

21 Neither the Union nor any employee covered by this Agreement will promote, sponsor, or engage  
22 in any strike against the Employer, slow down, or interruption of operation, concentrated stoppage  
23 of work, absence from work upon any pretext or excuse such as illness, which is not founded in  
24 fact, or on any other intentional interruption of the operations of the State regardless of the reason  
25 for so doing.

26 The Employer will not lock out any employees during the term of this Agreement as a result of a  
27 dispute with the Union.

## 28 **Article XXXI Entire Agreement**

29 This document constitutes the entire Agreement and any past practice or past agreement between  
30 the parties prior to July 1, 2021 – whether oral or written – is null and void, unless specifically  
31 preserved in this Agreement. Where the Employer and the Union mutually recognize that  
32 codification of any information past practices were inadvertently omitted in this Agreement, the  
33 parties may undertake supplemental bargaining pursuant to Article XXVI, Mandatory Subjects of  
34 Bargaining and Article XXVII, Department or Division-Specific Bargaining at the request of either  
35 party.



1 This Agreement supersedes specific provisions of Department or Division policies with which it  
2 conflicts.

3 During the negotiations of this Agreement, each party had the unlimited right and opportunity to  
4 make demands and proposals with respect to any subject or matter appropriate for collective  
5 bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be  
6 obligated to bargain collectively, during the term of this Agreement, with respect to any subject or  
7 matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of  
8 the Union's collective bargaining rights with respect to matters that are mandatory subjects under  
9 the law.

## 10 **Article XXXII Savings Clause**

11 If any court or administrative agency of competent jurisdiction finds any Article, Section,  
12 Subsection, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement  
13 will remain in full force and effect and shall be binding on the parties hereto. If such a finding is  
14 made, a substitute for the unlawful or invalid Article, Section, Subsection, or portion will be  
15 negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days  
16 of the request.

## 17 **Article XXXIII Nonappropriation Clause**

18 The Employer and the Union recognize that any provision of this Agreement that requires the  
19 expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds  
20 or changes in law by the Nevada State Legislature. The Governor shall request the drafting of a  
21 legislative measure to effectuate those provisions under this Agreement that require Legislative  
22 appropriations.

23 Legislative non-appropriation does not constitute grounds for reopening negotiations on issues  
24 related to appropriations.

25 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific  
26 appropriation of funds.

27 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's  
28 rights under law.

## 29 **Article XXXIV Distribution of Agreement**

30 The Employer will post the Agreement on the DHRM LRU's Internet page by the effective date  
31 of the Agreement or sixty (60) days after approval by the Board of Examiners or, if appropriate,  
32 approval by the Nevada State Legislature, whichever is later. The Department or Division will post  
33 the Agreement electronically on their Intranet after it is posted by the DHRM LRU.

1 The Employer will provide all employees with a link to the Agreement. All employees will be  
2 authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy  
3 of the Agreement from the link on work time using State-purchased paper and State-owned  
4 equipment.

5 If the Union and the Employer determine it is necessary to print this Agreement, including Braille  
6 and large-print copies, they will make mutual agreement to do so.

## 7 **Article XXXV Term of Agreement**

8 All provisions of this Agreement will become effective July 1, 2021 and will remain in full force  
9 and effect through June 30, 2023; however, if this Agreement expires while negotiations between  
10 the Union and the Employer are underway for a successor Agreement, the terms and conditions of  
11 the Agreement will remain in effect until such time as a new Agreement is approved by the Board  
12 of Examiners and, if appropriate the Nevada State Legislature.

13 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give  
14 notice of its desire to reopen this Agreement for negotiations no earlier than August 1 and no later  
15 then August 31 of the year prior to expiration. If notice is given, negotiations shall commence  
16 within sixty (60) calendar days, or on or before November 1, whichever is earlier. Negotiations  
17 will be held on dates and at times mutually agreed upon by the parties. The parties may only  
18 negotiate by other timelines if mutually agreed upon.

19 /

20 /

21 /

22 /

23 /

24 /

25 /

26 /

27 /

28 /

29 /

30 /


31 /

1 **Execution of Agreement**

2  
3 **Signatures**

4  
5  
6 For the State of Nevada:

For the NSLEOA:

7  
8   
9 5/5/21

10 Frank Richardson

Date

 05/05/21

11 Rick McCann

Date

1

2

3

4

5

6

7

8

9

10

11

12

13

# APPENDICES

**APPENDIX A**

**Job Classifications Eligible for Membership in the Nevada State Law  
Enforcement Officers' Association (NSLEOA)**

<b>Job Title/Option</b>	<b>Grade</b>
AG Criminal Investigator I	36
AG Criminal Investigator II	38
AG Cybercrime Investigator I	38
AG Cybercrime Investigator II	40
Agricultural Enforcement Officer I	33
Agriculturalist (Commissioned)	36
Compliance/Enforcement Investigator I	37
Compliance/Enforcement Investigator II	39
Compliance/Enforcement Investigator III	40
Criminal Investigator I	36
Criminal Investigator II	38
Criminal Investigator III	40
Deputy Brand Inspector (Commissioned)	28
Youth Parole Counselor I	35
Youth Parole Counselor II	39
Youth Parole Counselor III	40

## APPENDIX B

### Department or Division-Specific Shift Assignment Process

#### **Attorney General's Office**

The Attorney General's Office adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

#### **Department of Agriculture**

[Nevada Department of Agriculture Policy #AG-1-HR-5, Working Schedules, effective March 26, 2013](#)

#### **Department of Business & Industry**

[Nevada Department of Business & Industry Policy 2.2.2, effective September 20, 2016](#)

#### **Department of Motor Vehicles**

The Nevada Department of Motor Vehicles adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

#### **Secretary of State's Office**

The Secretary of State's Office adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

## APPENDIX C

### Department or Division-Specific Shift Bid Processes

#### **Attorney General's Office**

The Attorney General's Office does not have any Shift Bid Processes or Procedures.

#### **Department of Agriculture**

The Nevada Department of Agriculture does not have any Shift Bid Processes or Procedures.

#### **Department of Business & Industry**

#### **Nevada Taxicab Authority**

[Division Policy 217, effective January 20, 2014](#)

#### **Nevada Transportation Authority**

[Division Policy 200, effective June 1, 2018](#)

#### **Department of Motor Vehicles**

The Nevada Department of Motor Vehicles does not have any Shift Bid Processes or Procedures.

#### **Secretary of State's Office**

The Nevada Secretary of State's Office does not have any Shift Bid Processes or Procedures.

## APPENDIX D

### Department or Division-Specific Shift Trade Procedures

#### Attorney General's Office

The Attorney General's Office does not have any Shift Trade Processes or Procedures.

#### Department of Agriculture

The Nevada Department of Agriculture does not have any Shift Trade Processes or Procedures.

#### Department of Business & Industry

#### Nevada Taxicab Authority & Nevada Transportation Authority

[Department of Business & Industry Policy 2.2.2, effective September 20, 2016](#)

#### *XII Shift Trading*

*NAC 284.228 Shift Trading: Agreement; responsibilities allows for an employee to enter into a written agreement to trade shifts with another employee who is employed by the same State [agency] Department or Division, once the following conditions have been met:*

- a. Each employee who enters into an agreement does so solely at [his] their option as described in 29 CFR 553.31;*
- b. Each employee performs work in the same class; and,*
- c. Each employee obtains approval to enter into the agreement from [his or her] their Appointing Authority.*

*Some advantages for employees are: less use of leave for absences; provides for greater flexibility in managing time off; and pay continues without disruption. Advantages for employers are: it may assist in reducing employee absenteeism; it may reduce necessary overtime; and it may avoid required compensation or benefit payment.*

#### Department of Motor Vehicles

The Nevada Department of Motor Vehicles does not have any Shift Trade Processes or Procedures.

#### Secretary of State's Office

The Secretary of State's Office does not have any Shift Trade Processes or Procedures.



## APPENDIX E

### **Salary Schedules for Employees Eligible for Membership in the NSLEOA**

Salary schedules are not updated by the DHRM Classification, Compensation, & Recruitment Unit until after the Nevada State Legislature closes and all appropriations relative to compensation for State of Nevada employees are reconciled. Appendix D will be updated appropriately as soon as that process is finished.

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	040	SECRETARY OF STATE'S OFFICE	HIGH DESERT MICROIMAGING, INC.	GENERAL	\$24,265	
	Contract Description:	This is the third amendment to the original contract which provides maintenance for scanners for use with the Cenuity Corporate and Notary Filing System. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$73,388 to \$97,653 due to the continued need for these services.				
		Term of Contract:	01/22/2018 - 06/30/2022	Contract # 19620		
2.	052	TREASURER'S OFFICE - HIGHER EDUCATION TUITION ADMINISTRATION	GABRIEL ROEDER SMITH & COMPANY	OTHER: COLLEGE SAVINGS ENDOWMENT	\$40,000	
	Contract Description:	This is the first amendment to the original contract which provides preparation of actuarial studies required by NRS 353B.190 and the annual pricing models for the Nevada Prepaid Tuition Program contracts. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$160,500 to \$200,500 due to the continued need for these services.				
		Term of Contract:	07/01/2017 - 06/30/2022	Contract # 18797		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	PURCELL ELECTRICAL PROFESSIONAL CORPORATION	OTHER: AGENCY FUNDED CIP	\$37,200	Professional Service
	Contract Description:	This is a new contract to provide professional architectural and engineering services for the Buildings and Grounds, Education Building Communications Network Upgrade CIP project which includes design, bid documents and construction administration for the upgrade to the voice and data low-voltage communications cabling, fiber optic cables, cable jacks, telephone system, and server room equipment: CIP Project No. 21-A012; SPWD Contract No. 113997.				
		Term of Contract:	04/19/2021 - 06/30/2025	Contract # 24151		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF MOTOR VEHICLES CIP PROJECTS - NON-EXEC	BLACK EAGLE CONSULTING, INC.	BONDS	(\$35,332)	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural and engineering services for the Department of Motor Vehicles, South Reno facility CIP project. CIP Project No. 17-C04; SPWD Contract No. 112501. This amendment decreases the maximum amount from \$294,780.00 to \$259,448.25 due to contract close-out.				
		Term of Contract:	05/14/2019 - 06/30/2021	Contract # 21630		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
5.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - TOURISM	MEETING TOMORROW	OTHER: LODGING TAX	\$18,408	
	Contract Description:	This is a new contract to provide a webcast platform which will allow the agency's Rural Roundup conference to be held as a virtual event due to COVID-19 restrictions.				
6.	300	DEPARTMENT OF EDUCATION - CAREER AND TECHNICAL EDUCATION	BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION - OBO UNIVERSITY OF NEVADA, RENO	GENERAL	\$19,992	Exempt
	Contract Description:	This is a new interlocal agreement to provide professional development for agriculture teachers to deepen their understanding of project based, student-centered curriculum in animal science.				
7.	300	DEPARTMENT OF EDUCATION - CAREER AND TECHNICAL EDUCATION	DIGITAL FORENSICS SOLUTIONS, LLC	OTHER: PRIVATE-NEW SKILLS FOR YOUTH	\$18,000	
	Contract Description:	This is a new contract to provide a Cybersecurity Teacher Certification course in Computer Forensics and Incident Handling.				
8.	300	DEPARTMENT OF EDUCATION - CAREER AND TECHNICAL EDUCATION	NATIONAL ALLIANCE FOR PARTNERSHIPS IN EQUITY, INC.	FEDERAL	\$21,750	
	Contract Description:	This is a new contract to provide creation of a resource sheet, professional development and access to National Alliance for Partnerships in Equity's Absorb Learning Management System for educators focused on the special populations named in Perkins V.				
		Term of Contract:	04/01/2021 - 06/30/2021	Contract # 24101		
		Term of Contract:	04/01/2021 - 06/30/2021	Contract # 24159		
		Term of Contract:	04/02/2021 - 06/30/2021	Contract # 24024		
		Term of Contract:	04/01/2021 - 06/30/2021	Contract # 23990		

# 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 - MEDICAID - DIVISION OF WELFARE AND SUPPORTIVE SERVICES	NYE COUNTY	OTHER: REVENUE	\$21,870	Exempt
	Contract Description:	This is the first amendment to the original revenue interlocal agreement which provides ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. This amendment increases the total maximum amount from \$1,494,496.28 to \$1,516,365.86 due to increased Medicaid administrative services necessary to implement the program.				
	Term of Contract:	07/01/2019 - 06/30/2021	Contract # 22069			
10.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	AMERICAN PAVEMENT PRESERVATION	GENERAL	\$25,000	
	Contract Description:	This is a new contract to provide ongoing repairs, striping and maintenance services for all concrete and asphalt parking lots and walkways.				
	Term of Contract:	04/05/2021 - 04/30/2023	Contract # 24019			
11.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	ENVISE	GENERAL	\$23,330	Exempt
	Contract Description:	This is a new contract to provide emergency services to replace the boiler at Southern Nevada Adult Mental Health Services located at 6161 West Charleston Boulevard, building 1.				
	Term of Contract:	04/07/2021 - 02/28/2022	Contract # 24011			

# 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	ENVIRONMENTAL RESOURCES, INC.	GENERAL	\$24,000	
		Contract Description: This is a new contract to provide plumbing services and repairs on an as-needed basis.				
		Term of Contract:	07/01/2021 - 06/30/2025	Contract # 24040		
13.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	GARDNER ENGINEERING, INC.	GENERAL	\$24,500	
		Contract Description: This is a new contract to provide service and repairs on plumbing, heating, ventilation and air conditioning systems on an as-needed basis.				
		Term of Contract:	07/01/2021 - 06/30/2025	Contract # 23987		
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	NEVADA CHILLER & BOILER, INC.	GENERAL	\$24,500	
		Contract Description: This is a new contract to provide service and repairs to the chiller and air handling units located in building 25 and the Annex on an as-needed basis.				
		Term of Contract:	07/01/2021 - 06/30/2025	Contract # 24082		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	KANSAS STATE UNIVERSITY RESEARCH FOUNDATION	FEDERAL	\$49,500	Sole Source
	Contract Description:	This is a new contract to provide a web-based data management system known as the Program Evaluation and Reporting System (PEARS). PEARS allows agencies the ability to track, manage and maintain standardized data, as well as compare performance outcomes, ensuring the eligible populations are receiving appropriate nutrition education services.				
		Term of Contract:	05/01/2021 - 09/30/2021	Contract # 24114		
16.	431	OFFICE OF THE MILITARY	ATLAS PLUMBING, INC.	GENERAL 50% FEDERAL 50%	\$45,000	
	Contract Description:	This is a new contract to provide plumbing maintenance and repair services for Nevada Guard facilities in southern Nevada.				
		Term of Contract:	04/16/2021 - 04/30/2025	Contract # 24162		
17.	431	OFFICE OF THE MILITARY	BROADBENT & ASSOCIATES, INC.	FEDERAL	\$4,790	
	Contract Description:	This is the first amendment to the original contract which provides environmental site assessment and preconstruction site assessment for the Harry Reid Training Center in Reno. This amendment increases the maximum amount from \$5,700 to \$10,490 due to the need to perform a Class III, Cultural Resources Inventory for approximately 12.5 acres.				
		Term of Contract:	12/08/2020 - 01/12/2022	Contract # 23756		
18.	431	OFFICE OF THE MILITARY	BRUCE MACKAY PUMP & WELL	FEDERAL	\$10,890	
	Contract Description:	This is a new contract to provide repair services to replace a failed well pipe at the Harry Reid Training Facility.				
		Term of Contract:	10/20/2020 - 01/31/2022	Contract # 24054		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	431	OFFICE OF THE MILITARY	ENVISE	GENERAL 50% FEDERAL 50%	\$45,000	
	Contract Description:	This is a new contract to provide ongoing repair and maintenance services for the Delta Energy management system at the Nevada National Guard facilities in southern Nevada.				
		Term of Contract:	04/16/2021 - 04/30/2025	Contract # 24085		
20.	431	OFFICE OF THE MILITARY	FMC MAINTENANCE, LLC	GENERAL 50% FEDERAL 50%	\$45,000	
	Contract Description:	This is a new contract to provide ongoing kitchen hood and duct cleaning services for Nevada National Guard facilities in southern Nevada.				
		Term of Contract:	04/16/2021 - 04/30/2025	Contract # 24064		
21.	431	OFFICE OF THE MILITARY	LOGISTICAL SOLUTIONS, LLC	GENERAL 50% FEDERAL 50%	\$45,000	
	Contract Description:	This is a new contract for ongoing vacuum extract and hydro washing services of the sand/oil interceptors, grease traps and sewage tanks for Nevada National Guard facilities in southern Nevada.				
		Term of Contract:	04/16/2021 - 04/30/2025	Contract # 24066		
22.	431	OFFICE OF THE MILITARY	WATERS SEPTIC TANK SERVICE	GENERAL 50% FEDERAL 50%	\$45,000	
	Contract Description:	This is a new contract to provide ongoing cleaning, pumping and grease/sand oil disposal services for Nevada National Guard facilities in northern Nevada.				
		Term of Contract:	04/16/2021 - 04/30/2025	Contract # 24163		
23.	431	OFFICE OF THE MILITARY	WESTERN DOOR AND GATE, LLC	GENERAL 50% FEDERAL 50%	\$45,000	
	Contract Description:	This is a new contract to provide ongoing automatic door replacement and repair services for Nevada Guard facilities statewide.				
		Term of Contract:	04/16/2021 - 04/30/2025	Contract # 24084		
24.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	MICHELLE SPOONER, DBA SPARKLE AND SHINE CLEANING	HIGHWAY	\$15,000	
	Contract Description:	This is a new contract to provide ongoing janitorial cleaning services for the Fallon substation.				
		Term of Contract:	04/03/2021 - 06/30/2025	Contract # 24095		
25.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY GRANTS ACCOUNT	RAPIDSPACE, LLC DBA QUICK SPACE	FEDERAL	\$20,200	
	Contract Description:	This is a new contract to provide ongoing portable restroom services for the Wadsworth and Boomtown commercial vehicle inspection checkpoint sites.				
		Term of Contract:	04/01/2021 - 03/31/2025	Contract # 24097		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY GRANTS ACCOUNT	TERRY'S PUMPIN AND POTTIES, INC.	FEDERAL	\$19,900	
	Contract Description:	This is a new contract to provide ongoing portable restroom services for the Osino Eastbound and Westbound weigh stations.				
		Term of Contract:	04/01/2021 - 03/31/2025	Contract # 24113		
27.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY GRANTS ACCOUNT	UNITED SITE SERVICES	FEDERAL	\$20,900	
	Contract Description:	This is a new contract to provide ongoing portable restroom services for the Apex and Sloan commercial vehicle inspection stations.				
		Term of Contract:	04/01/2021 - 03/31/2025	Contract # 24111		
28.	702	DEPARTMENT OF WILDLIFE - CONSERVATION EDUCATION	GOHUNT, LLC	FEE: RESOURCE ENHANCEMENT STAMP	\$20,000	
	Contract Description:	This is the first amendment to the original contract which provides ongoing marketing for the Resource Enhancement Stamp and Dream Tag programs. This amendment increases the maximum amount from \$20,000 to \$40,000 due to an increase in e-commerce marketing.				
		Term of Contract:	05/14/2020 - 06/30/2021	Contract # 23158		
29.	702	DEPARTMENT OF WILDLIFE - HABITAT	LINCOLN COUNTY CONSERVATION	FEE: HABITAT CONSERVATION	\$12,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide restoration services for habitat improvement projects on private and public lands.				
		Term of Contract:	04/12/2021 - 03/31/2023	Contract # 23981		
30.	702	DEPARTMENT OF WILDLIFE - HABITAT	SMITH VALLEY CONSERVATION	FEE: HABITAT CONSERVATION	\$45,000	
	Contract Description:	This is a new interlocal agreement to provide habitat improvement projects on private and public lands.				
		Term of Contract:	03/23/2021 - 06/30/2024	Contract # 23783		
31.	702	DEPARTMENT OF WILDLIFE - HABITAT	UNIVERSITY OF MAINE SYSTEM ACTING THROUGH UNIVERSITY OF MAINE	FEE: UPLAND GAME STAMP 52% OTHER: DONATIONS 48%	\$47,600	
	Contract Description:	This is a new interlocal agreement to provide a web-based tool to forecast fall populations and hunter success for upland game.				
		Term of Contract:	03/30/2021 - 06/30/2022	Contract # 23858		



# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES	HALFORD HYDROLOGY, LLC	FEDERAL	\$15,900	
	Contract Description:	This is a new contract to provide an Excel-based interface to evaluate the net impact of changing points of diversion on water levels in Devils Hole.				
		Term of Contract:	03/29/2021 - 06/30/2021	Contract # 24091		
33.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - ADMINISTRATION	ASSURED DOCUMENT DESTRUCTION, INC.	GENERAL 37.5% FEE: LICENSING AND ADMINISTRATIVE 62.5%	\$22,076	
	Contract Description:	This is a new contract to provide ongoing storage for 40,000 licensee files of active Real Estate, Appraisal, Common Area Managers, Time Share, Inspectors of Structures, Energy Auditors, Asset Management Companies and Asset Managers.				
		Term of Contract:	03/31/2021 - 02/28/2025	Contract # 24010		
34.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	DOUGLAS COUNTY SCHOOL DISTRICT	FEDERAL	\$24,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing pre-employment transition services for disabled youths, ages 16 - 22.				
		Term of Contract:	04/07/2021 - 12/31/2021	Contract # 23959		
35.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	FUTUREWORK SYSTEMS	FEDERAL	\$24,000	
	Contract Description:	This is the third amendment to the original contract which provides the NV Performs system. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$60,000 to \$84,000 due to the continued need for these services.				
		Term of Contract:	12/13/2018 - 06/30/2022	Contract # 21200		

# INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
36.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	MESA ENERGY SYSTEMS, INC. DBA EMCOR SERVICES MESA ENERGY, INC.	OTHER: ESD SPECIAL FUNDING	\$20,000	
	Contract Description:	This is the third amendment to the original contract which provides ongoing heating, ventilation and air conditioning maintenance to facilities located in southern Nevada. This amendment increases the maximum amount from \$50,500 to \$70,500 due to the increased need for these services.				
		Term of Contract:	08/30/2017 - 09/30/2021	Contract # 19065		
37.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	SMARTLING, INC.	OTHER: PENALTIES AND INTEREST	\$20,000	Exempt
	Contract Description:	This is the second amendment to the original contract which provides for the implementation of the technology investment and real-time Spanish to English and English to Spanish translation services for Spanish-speaking unemployment insurance claimants utilizing the online system. This amendment increases the maximum amount from \$209,620 to \$229,620 and adds additional hours to complete the implementation process.				
		Term of Contract:	03/26/2020 - 04/30/2023	Contract # 23265		

**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: **19620**Amendment  
Number: **3**Agency Name: **SECRETARY OF STATE'S OFFICE**Legal Entity  
Name: **HIGH DESERT MICROIMAGING INC**Agency Code: **040**Contractor Name: **HIGH DESERT MICROIMAGING INC**Appropriation Unit: **1050-26**Address: **145 Isidor Ct. Suit B**Is budget authority  
available?: **Yes**City/State/Zip **SPARKS, NV 89441**

If "No" please explain: Not Applicable

Contact/Phone: **Meg Miller 775-359-6980**Vendor No.: **PUR0000032A**NV Business ID: **NV19951110096**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.

<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 **01/22/2018**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved  
Termination Date: **06/30/2021**Contract term: **4 years and 159 days**4. Type of contract: **Contract**Contract description: **Scanner Maintenance**

5. Purpose of contract:

**This is the third amendment to the original contract which provides maintenance for scanners owned by the Secretary of State for use with the Cenuity Corporate and Notary Filing System. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$73,388 to \$97,653 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:	\$29,138.00	\$29,138.00	\$29,138.00	Yes - Info
a. Amendment 1:	\$20,675.00	\$20,675.00	\$49,813.00	Yes - Info
b. Amendment 2:	\$23,575.00	\$23,575.00	\$73,388.00	Yes - Action
2. Amount of current amendment (#3):	\$24,265.00	\$24,265.00	\$24,265.00	Yes - Info
3. New maximum contract amount:	\$97,653.00			
and/or the termination date of the original contract has changed to:	06/30/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Cenuity Corporate and Notary Filing System requires the use of scanners to receive incoming corporate filing documents, work requests and payment instruments and uses the Pro Scan machines to convert the paper documents within the agency disaster recovery plan. The scanners will periodically require maintenance and service.

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

State employees within the Secretary of State or other State agencies are not specifically trained on the interface with Canon scanners and the Cenuity Corporate and Notary Filing System and do not possess the technical knowledge to perform the required maintenance.

9. Were quotes or proposals solicited? Yes

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

- a. List the names of vendors that were solicited to submit proposals (include at least three):

- b. Solicitation Waiver: **Not Applicable**

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

This vendor guarantees service within 24 hours, has thorough knowledge of the business process of the Secretary of State's eSOS system and offered the best price.

- 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	shudder	04/02/2021 10:50:15 AM
Division Approval	shudder	04/07/2021 11:53:31 AM

Department Approval	shudder	04/07/2021 11:53:36 AM
Contract Manager Approval	svaldez	04/07/2021 11:53:53 AM
Budget Analyst Approval	hfield	04/12/2021 13:24:31 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: **18797**Amendment  
Number: **1**Agency Name: **TREASURER - HIGHER  
EDUCATION TUITION**Legal Entity  
Name: **GABRIEL ROEDER SMITH &  
COMPANY**Agency Code: **052**Contractor Name: **GABRIEL ROEDER SMITH &  
COMPANY**Appropriation Unit: **1081-04**Address: **ONE TOWNE SQUARE STE 800**Is budget authority  
available?: **Yes**City/State/Zip **SOUTHFIELD, MI 48076**

If "No" please explain: Not Applicable

Contact/Phone: Judith Kermans EXT 1125 248-799-9000

Vendor No.: T29032482

NV Business ID: NV20131105672

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % College Savings Endowment Fund</b>

Agency Reference #: 052

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/01/2017**  
Examiner's approval?

Anticipated BOE meeting date 04/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2021**  
Termination Date:Contract term: **5 years**4. Type of contract: **Contract**Contract description: **Actuarial Services**

5. Purpose of contract:

**This is the first amendment to the original contract which provides preparation of actuarial studies required by NRS 353B.190 and the annual pricing models for the Nevada Prepaid Tuition Program contracts. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount from \$160,500 to \$200,500 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:	\$160,500.00	\$160,500.00	\$160,500.00	Yes - Action
2. Amount of current amendment (#1):	\$40,000.00	\$40,000.00	\$40,000.00	Yes - Info
3. New maximum contract amount:	\$200,500.00			
and/or the termination date of the original contract has changed to:	06/30/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 353B.190 mandates an independent actuarial study of the Higher Education Trust Fund be completed each year. Price modeling for the Nevada Prepaid Tuition contracts must be set annually prior to open enrollment.

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

The Nevada Revised Statutes require an independent actuary study by a certified actuary. The State Treasurer's office does not employ a certified actuary or anyone with the required skills to create actuarial-based modeling.

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):

Gabriel, Roeder, Smith & Company  
Lewis & Ellis Inc  
Actuarial Resources Corporation of GA  
Milliman

- b. Solicitation Waiver: **Not Applicable**

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

The selected vendor was the highest scoring proposer as determined by the evaluation committee.

d. Last bid date: 01/17/2017 Anticipated re-bid date: 06/30/2021

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?

**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:

GRS is the current vendor under contract with Nevada State Treasurer's Office. 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:

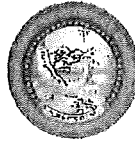
20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	thagan	03/24/2021 13:57:25 PM
Division Approval	thagan	03/24/2021 13:57:29 PM

Department Approval	thagan	03/24/2021 13:57:33 PM
Contract Manager Approval	thagan	03/24/2021 13:57:37 PM
Budget Analyst Approval	cbrekken	03/30/2021 14:56:00 PM





STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

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

<b>Purchasing Use Only:</b>	
Approval #:	368 ①

**CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM**

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

1	<b>Agency Contact Information – Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency Name:	Treasurer's Office	
	Contact Name and Title	Phone Number	Email Address
	Rick Morse	775-684-5755	<a href="mailto:ramorse@nevadatreasurer.gov">ramorse@nevadatreasurer.gov</a>
	Tara Hagan	775-684-5753	<a href="mailto:trhagan@nevadatreasurer.gov">trhagan@nevadatreasurer.gov</a>

2	<b>Contractor Information:</b>	
	Contractor:	Gabriel, Roeder, Smith & Company
	Contact Name:	Judith A. Kermans, President
	Complete Address:	One Towne Square, Suite 800, Southfield, MI 48076
	Phone Number:	(248) 799-9000 ext. 1125
	Email Address:	<a href="mailto:Judy.kermans@grsconsulting.com">Judy.kermans@grsconsulting.com</a>

3	<b>List <u>all previous</u> Contract Information:</b>				
	Solicitation Type, if applicable:		RFP	#:	13-003
	CETS #:	#14146			
	Contract Amount:	\$136,900			
	Contract Term:	Start Date:	July 1, 2013	End Date:	June 30, 2017

**Purchasing Use Only:**

Approval #:

3680

4	<b>Current Contract Information:</b>				
	Solicitation Type, if applicable:		RFP		#: 3401
	CETS #:		#18797		
	Initial Contract Amount:		\$160,500.00		
	Contract Term:	Start Date:	7/1/2017	End Date:	6/30/2021

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
		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
	1	Extend the contract one year to provide time for an RFP	\$40,000.00	6/30/2022

7	What is the justification to extend the contract term beyond the State's four (4) year re-solicitation policy (SAM 0338)?
	Due to office closures and staff being sequestered because of the pandemic, we have been unable to complete an RFP for actuarial services for the Prepaid Tuition Program. Staff for this program are located in Las Vegas and have primarily been working remotely since the start of the pandemic in March 2020. In addition, staff concentrated on completing a database transition which was delayed by more than 9 months, and a staff member was on protected leave from October 2020 through February 1, 2021 and then resigned effective February 5, 2021 placing additional stress on the small number of staff for the program. This contract is expiring 6/30/2021. The services provided are required to remain compliant with NRS 353B.190. The State Treasurer's Office (STO) is requesting this contract extension to provide adequate time to process a new formal RFP with the assistance of the State Purchasing Division.

8	What are the potential consequences to the State if the contract extension request is denied?
	NRS 353B.190 mandates an independent actuarial study of the Higher Education Trust Fund be completed each year. Price modeling for the Nevada Prepaid Tuition contracts must be set annually prior to open enrollment. The Nevada Revised Statutes require an independent actuary study by a certified actuary. The State Treasurer's office does not employ a certified actuary or anyone with the required skills to create actuarial-based modeling. If this contract extension request is not granted, the agency would fall out of compliance with State statutes and program requirements to ensure the fiduciary soundness of the Trust Fund and its contractual obligations to participants.

<b>Purchasing Use Only:</b>	
Approval #:	368 @

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.

Richard Morse

Signature of Agency Representative Initiating Request

Rick Morse, MA III

Print Name of Agency Representative Initiating Request

3/11/21

Date

Tara Hagan

Signature of Agency Head Authorizing Request

3/10/21

Tara Hagan, Chief Deputy Treasurer

Print Name of Agency Head Authorizing Request

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

3/16/21

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: **24151**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-13**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 1349, expenditure category 13, Tenants Improvements

Legal Entity Name: **PURCELL ELECTRICAL PROF CROP**Contractor Name: **PURCELL ELECTRICAL PROF CROP**

Address: **PK ELECTRICAL INC  
681 SIERRA ROSE DR STE B  
RENO, NV 89511-2060**

City/State/Zip: **RENO, NV 89511-2060**Contact/Phone: **775-826-9010**Vendor No.: **T81016802**NV Business ID: **NV19961128650**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 % Agency funded CIP</b>

Agency Reference #: **113997**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/19/2021**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years and 73 days**4. Type of contract: **Contract**Contract description: **Arch / Eng**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for the Buildings and Grounds - Education Building Communications Network Upgrade project, which includes design, bid documents, and construction administration for the upgrade to the voice and data low-voltage communications cabling, fiber optic cables, cable jacks, telephone system, and server room equipment facility wide at the Educations Building: CIP Project No. 21-A012; SPWD Contract No. 113997.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,200.00**

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

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Agency Submitted Application (NV Army National Guard signed 00/00/00) : 21-A012 Communications Network Upgrade (Education Building)

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 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?

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:

Aviles, Jason, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	04/01/2021 15:36:00 PM
Division Approval	nmann	04/01/2021 15:36:03 PM
Department Approval	nmann	04/01/2021 15:36:06 PM
Contract Manager Approval	lwildes	04/02/2021 07:51:27 AM
Budget Analyst Approval	nkephart	04/19/2021 14:12:18 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: **21630** Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **BLACK EAGLE CONSULTING, INC.**

Agency Code: **082** Contractor Name: **BLACK EAGLE CONSULTING, INC.**

Appropriation Unit: **1593-21** Address: **1345 CAPITAL BLVD. SUITE A**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89502-7140**

If "No" please explain: Not Applicable Contact/Phone: **775-359-6600**

Vendor No.: **T27002047**

NV Business ID: **NV19971293847**

To what State Fiscal Year(s) will the contract be charged? **2019-2021**

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

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

Agency Reference #: 112501

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/14/2019**

Anticipated BOE meeting date 04/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2021**Contract term: **2 years and 48 days**4. Type of contract: **Contract**Contract description: **Mataerial Testing**

## 5. Purpose of contract:

**This is the first amendment to the original contract which provides professional architectural/engineering services for the South Reno DMV Facility CIP: CIP Project No. 17-C04; SPWD Contract No. 112501. This amendment decreases the maximum amount from \$294,780.00 to \$259,448.25 due to the contract close-out.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$294,780.00	\$294,780.00	\$294,780.00	Yes - Action
2. Amount of current amendment (#1):	-\$35,331.75	-\$35,331.75	-\$35,331.75	Yes - Info
3. New maximum contract amount:	\$259,448.25			

**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:

Consultants are selected based on their ability to provide design and Material Testing & Inspection 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:

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	nmann	02/23/2021 13:36:18 PM
Division Approval	nmann	02/23/2021 13:36:45 PM
Department Approval	nmann	02/23/2021 13:36:50 PM
Contract Manager Approval	lwildes	02/23/2021 13:39:29 PM
Budget Analyst Approval	nkephart	03/30/2021 14:03:32 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: **24101**Agency Name: **DTCA - DIVISION OF TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MEETING TOMORROW**Contractor Name: **MEETING TOMORROW**Address: **2901 W. Lawrence Ave.**City/State/Zip: **CHICAGO, IL 60625**Contact/Phone: **Laura Toal 877-633-8866**Vendor No.: **T29043969**NV Business ID: **NV20091413050**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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Lodging Tax</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2021**Anticipated BOE meeting date **04/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2021**Contract term: **29 days**4. Type of contract: **Contract**Contract description: **Virtual Platform**

5. Purpose of contract:

**This is a new contract to provide a webcast platform which will allow the agency's Rural Roundup conference to be held on April 22, 2021 as a virtual event due to COVID-19 restrictions.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,408.00**

Payment for services will be made at the rate of \$18,408.00 per Year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Rural Roundup is an event held each year. As we are required to hold the event virtually this year due to COVID-19, we need the vendor to assist in preparing the materials and agenda for the virtual event.**

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

**The vendor is more experienced in handling the demands of preparing the materials and agenda for this type of virtual event.**

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):

**GTR Virtual Events  
Meeting Tomorrow  
NexTech AR Solutions**
b. Solicitation Waiver: **Not Applicable**



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

Meeting Tomorrow was the most cost efficient, as well as guaranteeing they could complete the project on the abbreviated time frame.

d. Last bid date: 03/01/2021 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	Irosas	03/23/2021 09:49:00 AM
Division Approval	Irosas	03/23/2021 09:49:03 AM
Department Approval	amathies	03/23/2021 09:50:41 AM
Contract Manager Approval	amathies	03/23/2021 09:51:19 AM
Budget Analyst Approval	stilley	04/01/2021 14:24:17 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: **24159**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2676-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS - NSHE ON BEHALF OF UNIVERSITY OF NEVADA**Contractor Name: **BOARD OF REGENTS - NSHE ON BEHALF OF UNIVERSITY OF NEVADA**Address: **2601 ENTERPRISE RD**City/State/Zip: **RENO, NV 89512**Contact/Phone: **KRITSINA CAREY/ROXANNE PISKEL  
775-682-8715**Vendor No.: **D35000808**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 **04/01/2021**

Anticipated BOE meeting date 04/2021

Retroactive? **Yes**

If "Yes", please explain

3. Termination Date: **06/30/2021**Contract term: **90 days**4. Type of contract: **Interlocal Agreement**Contract description: **Virtual Platform**

5. Purpose of contract:

**This is a new interlocal agreement to provide professional development training that will target Nevada Agriculture teachers with a need to deepen their understanding of project based curriculum in Animal Systems to provide meaningful student-centered curriculum to the Animal Science coursework being offered in Nevada secondary agriculture education programs.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,992.26**

Other basis for payment: Per Itemized Invoice

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In order to recruit, enroll and retain Career and Technical Education (CTE) students into programs that lead to high-skill, high-wage, and/or in-demand career pathways it is relevant that we provide up to date professional development that supports current skill sets that industry and the workforce support. This training will provide knowledge and skills that support several top ten workforce needs in Nevada.

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

State agencies or employees do not have the experience or resources to develop or implement a training for this program area.

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?

No other proposals were received.

d. Last bid date: 01/20/2021 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:

Current-Education-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	bfarra2	04/06/2021 10:02:15 AM
Division Approval	bfarra2	04/06/2021 10:02:17 AM
Department Approval	bfarra2	04/06/2021 10:02:21 AM
Contract Manager Approval	bfarra2	04/12/2021 08:42:57 AM
Budget Analyst Approval	mranki1	04/12/2021 10:28:20 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: **24024**

Agency Name:	<b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name:	DIGITAL FORENSICS SOLUTIONS, LLC
Agency Code:	<b>300</b>	Contractor Name:	<b>DIGITAL FORENSICS SOLUTIONS, LLC</b>
Appropriation Unit:	<b>2676-50</b>	Address:	<b>1215 PRYTANIA STREET, STE 334</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>NEW ORLEANS, LA 70130-4497</b>
If "No" please explain:	Not Applicable	Contact/Phone:	DARYL PFEIF 504-874-0787
		Vendor No.:	T32010615
		NV Business ID:	NV20211996934

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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % PRIVATE-NSFY</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/02/2021**

Anticipated BOE meeting date 03/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **89 days**4. Type of contract: **Contract**Contract description: **Cybersecurity Trng**

5. Purpose of contract:

**This is a new contract to develop a Cybersecurity Teacher Certification Course in Computer Forensics and Incident Handling (CFIH) also termed as Digital Forensics and Incident Response (DFIR). This course will be developed to align with specific Nevada Cybersecurity Standards and leverage the knowledge of national industry experts and postsecondary educators in this field and DFS training materials in CFIH/DFIR.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00**

Other basis for payment: \$9,000 to be invoiced on April 15, 2021; \$9,000 to be invoiced at completion of contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Due to the proliferation of cybercrime and cyberwarfare, there is an urgent need to prepare students and train every member of the workforce to protect themselves and defend critical workplace digital infrastructure. In addition, to meet the demands for qualified workforce in this area, DFS has focused its research and development efforts on innovative ways to provide customized training on cybersecurity, digital forensics and incident response. We have expertise in developing curriculum that is designed to effectively engage the learner. DFS has developed a broad spectrum of training, from covering the basics in a manner that is accessible for even the most computer-phobic person, to providing in-depth technical training designed for security experts, skilled developers and IT professionals.

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

State agencies or employees do not have the experience or resources to develop or implement a training for this program 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):

The Southern Nevada Regional Professional Development Program  
The College of Southern Nevada  
Digital Forensics Solutions, LLC

b. Solicitation Waiver: **Not Applicable**

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

No other proposals were received.

d. Last bid date: 12/07/2020 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:  
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	03/18/2021 15:53:19 PM
Division Approval	bfarra2	03/18/2021 15:53:22 PM
Department Approval	bfarra2	03/24/2021 11:50:59 AM
Contract Manager Approval	bfarra2	03/24/2021 11:51:02 AM
Budget Analyst Approval	mranki1	04/02/2021 13:16:47 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: **23990**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2676-77**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NATIONAL ALLIANCE FOR PARTNERSHIPS IN EQUITY, INC**Contractor Name: **NATIONAL ALLIANCE FOR PARTNERSHIPS IN EQUITY, INC**Address: **91 NEWPORT PIKE STE 302**City/State/Zip: **GAP, PA 17527-9579**Contact/Phone: **KATHLEEN FITZPATRICK 719-660-6466**Vendor No.: **T27033040**NV Business ID: **NV20161365059**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 **04/01/2021**

Anticipated BOE meeting date 02/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **90 days**4. Type of contract: **Contract**Contract description: **Professional Develop**

5. Purpose of contract:

**This is a new contract to develop a 6-8 page Special Populations resource for Nevada Career and Technical Education educators focused on the special populations named in Perkins V. National Alliance for Partnerships (NAPE) will also provide Zoom training rooms for the professional development and an Enrollment Key for participants to log into NAPE's Absorb Learning Management System.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,750.00**

Other basis for payment: February 2021: \$7,000 upon contract approval; March 30, 2021: \$7,000; June 30, 2021: \$7,750 upon completion of contract deliverables.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

In order to recruit, enroll and retain Career and Technical Education (CTE) students into programs that lead to high-skill, high-wage, and/or in-demand career pathways it is crucial to build on educator awareness to address gender (i.e., non-traditional program enrollment), and culturally based implicit biases that occur in the classroom to ensure that we are serving every student.

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

State agencies or employees do not have the experience or resources to develop or implement a training for this program 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):

PRECISION EXAMS  
NOTCI  
NAPE

b. Solicitation Waiver: **Not Applicable**

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

The National Alliance for Partnerships in Equity (NAPE) is the standard bearer for professional development on improving nontraditional gender and under served populations; access to and success in educational and training programs that lead to high-skill, high-wage, and high-demand careers. No other proposals were received.

d. Last bid date: 01/15/2021 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:

2017- Education, Satisfactory

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

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

Not Applicable

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

Non-profit Corporation

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

**Yes**

17. Not Applicable

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

**Yes**

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarra2	02/26/2021 12:54:00 PM
Division Approval	bfarra2	02/26/2021 12:54:05 PM
Department Approval	bfarra2	02/26/2021 12:54:10 PM
Contract Manager Approval	bfarra2	02/26/2021 12:54:16 PM
Budget Analyst Approval	mranki1	04/08/2021 14:07:51 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **22069** Amendment Number: **1**

Legal Entity Name: **NYE COUNTY**

Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY** Contractor Name: **NYE COUNTY**

Agency Code: **403** Address: **1981 E. Calvada Blvd N., #120**

Appropriation Unit: **3243-00** City/State/Zip: **Pahrump, NV 89048**

Is budget authority available?: **Yes** Contact/Phone: **Karyn Smith 775-751-7096**

If "No" please explain: **Not Applicable** Vendor No.:

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2019**

Anticipated BOE meeting date **05/2021**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2021**

Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **County Match**

5. Purpose of contract:

**This is the first amendment to the original revenue interlocal agreement which provides ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. This amendment increases the total maximum amount from \$1,494,496.28 to \$1,516,365.86 due to increased Medicaid administrative services necessary to implement the program.**

**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,494,496.28	\$1,494,496.28	\$1,494,496.28	Yes - Action
2. Amount of current amendment (#1):	\$21,869.58	\$21,869.58	\$21,869.58	Yes - Info
3. New maximum contract amount:	\$1,516,365.86			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The County Match Program provides fiscal relief to the counties for indigent long-term care costs for these individuals.



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

State employees operate the County Match Program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

9. Were quotes or proposals solicited? No

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

a. 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:

DHCFP since 2017 - 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	kpease	03/24/2021 16:09:54 PM
Division Approval	ltuttl1	03/24/2021 16:56:10 PM
Department Approval	valpers	03/29/2021 13:34:51 PM
Contract Manager Approval	dmartin3	04/02/2021 09:08:38 AM
Budget Analyst Approval	bwooldri	04/05/2021 11:59:55 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: **24019**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>AMERICAN PAVEMENT PRESERVATION</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>AMERICAN PAVEMENT PRESERVATION</b>
Appropriation Unit:	<b>3161-07</b>	Address:	<b>LLC</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>4725 E CARTIER AVE LAS VEGAS, NV 89115-4505</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>702/507-5444</b>
		Vendor No.:	<b>T29037486</b>
		NV Business ID:	<b>NV20001228788</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.

<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 17791

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/05/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2023**Contract term: **2 years and 25 days**4. Type of contract: **Contract**Contract description: **Asphalt Pavement**

5. Purpose of contract:

**This is a new contract to provide ongoing repairs, striping and maintenance services for all concrete and asphalt parking lots and walkways.**

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 \$11,575.80 per Year

Other basis for payment: Contract contingency cost \$1,848.40. Contract payable upon receipt and acceptance of invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 331.080 authorizes expenditures for maintenance and repair and to meet The Joint Commission on the life safety and environment of care standards which require hazard free and safe parking and access to all buildings on the campus.**

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

**Currently there are not any available FTE employees with the necessary training, knowledge or equipment necessary to perform these functions.**

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):

Capriati  
American Pavement Preservation  
Sunland Asphalt

b. Solicitation Waiver: **Not Applicable**

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

Per NRS 333 the vendor was selected by an informal selection committee based on their proposal.

d. Last bid date: 01/19/2021 Anticipated re-bid date: 01/31/2023

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:

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:

Ackerman, Edward, Facility Manager Ph: 702/486-5135

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kquinter	03/22/2021 13:18:36 PM
Division Approval	kquinter	03/22/2021 13:18:42 PM
Department Approval	valpers	03/29/2021 12:29:35 PM
Contract Manager Approval	rmille8	03/29/2021 12:46:27 PM
Budget Analyst Approval	afrantz	04/05/2021 09:41:11 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: **24011**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	ENVISE
Agency Code:	<b>406</b>	Contractor Name:	<b>ENVISE</b>
Appropriation Unit:	<b>3161-07</b>	Address:	<b>680 PILOT RD STE C</b>
Is budget authority available?:	<b>No</b>	City/State/Zip	<b>LAS VEGAS, NV 89119-9015</b>
If "No" please explain: Subject to approval of work program C54159.		Contact/Phone:	Steve Martinson 702/777-4000
		Vendor No.:	T27038306
		NV Business ID:	NV20151201704
To what State Fiscal Year(s) will the contract be charged?	<b>2021-2022</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.

<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 17777

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/07/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/28/2022**Contract term: **327 days**4. Type of contract: **Contract**Contract description: **Boiler Replacement**

5. Purpose of contract:

**This is a new contract for emergency services to replace the boiler at Southern Nevada Adult Mental Health Services 6161 West Charleston Blvd. Bldg 1.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,330.00**

Payment for services will be made at the rate of \$23,330.00 per Other

Other basis for payment: Per deliverable - labor costs to replace boiler.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Currently the building does not have heating. The replacement boiler will allow heating in the building and also meet the Joint Commission and Life Safety standards.**

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

**Current State employees do not have the necessary knowledge, skill, or equipment to replace a boiler.**

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?

This is an emergency contract approved by Purchasing Administrator Doty according to 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:

DPBH vendor since 2015 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:

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	02/25/2021 08:39:01 AM
Division Approval	kquinter	02/25/2021 08:39:04 AM
Department Approval	mwinebar	02/26/2021 11:03:28 AM
Contract Manager Approval	rmille8	03/03/2021 09:27:50 AM
Budget Analyst Approval	afrantz	04/06/2021 09:54:24 AM

**From:** [Ronda Miller](#) on behalf of [DPBH Contract Unit](#)  
**To:** [Ronda Miller](#)  
**Subject:** FW: Emergency Contract Request Enviser -Boiler  
**Date:** Monday, February 22, 2021 2:06:21 PM

---

---

**From:** Kevin D. Doty <kddoty@admin.nv.gov>  
**Sent:** Monday, February 22, 2021 1:41 PM  
**To:** Kelli Quintero <kquintero@health.nv.gov>  
**Cc:** DPBH Contract Unit <contractunit@health.nv.gov>  
**Subject:** Re: Emergency Contract Request Enviser -Boiler

Hi Kelli,  
Pursuant to NAC 333.114, you are authorized to proceed with the boiler replacement.  
Kevin

Sent from my iPhone

On Feb 22, 2021, at 1:38 PM, Kelli Quintero <[kquintero@health.nv.gov](mailto:kquintero@health.nv.gov)> wrote:

Good afternoon Mr. Doty.

Our W. Charleston

I am most respectfully asking permission to proceed with a new emergency contract for Enviser for a boiler replacement at Building #1 at the Rawson-Neal Clinic for Southern Nevada Adult Mental Health Services. The clinic currently does not have heat. We have a Maintenance Agreement with Enviser and received a quote from them for \$75,341. This is proprietary equipment that will be tied to the Delta Access Control Panel for the location.

Thank you for your consideration.

**Kelli Quintero**

Administrative Services Officer III  
Nevada Department of Health and Human Services  
Division of Public and Behavioral Health | Contracts and Grants  
4150 Technology Way | Carson City, Nevada 89706  
T: (775) 684-4207 | F: (775) 684-4211 | E: [kquintero@health.nv.gov](mailto:kquintero@health.nv.gov)  
[www.dhhs.nv.gov](http://www.dhhs.nv.gov) | <http://dpbh.nv.gov>

Helping People. It's who we are and what we do.

Find help 24/7 by dialing 2-1-1; texting 898-211; or visiting [www.nevada211.org](http://www.nevada211.org)

**NOTICE:** This message and accompanying documents are covered by the electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, may be covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and may contain confidential information or Protected Health Information intended for the specified individual(s) only. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. Violations may result in administrative, civil, or criminal penalties. If you have received this communication in error, please notify sender immediately by e-mail, and delete the message.

<Building 1 Boiler Replacement.pdf>

**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: **24040**

Agency Name:	<b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name:	<b>ENVIRONMENTAL RESOURCES INC</b>
Agency Code:	<b>406</b>	Contractor Name:	<b>ENVIRONMENTAL RESOURCES INC</b>
Appropriation Unit:	<b>3162-07</b>	Address:	<b>DBA EASY ROOTER PO BOX 4246</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>SPARKS, NV 89432-4246</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Dennis Smock 775-331-3636
		Vendor No.:	T81092524A
		NV Business ID:	NV19901008172

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.

<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 17767

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 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Plumbing servies**

5. Purpose of contract:

**This is a new contract to provide plumbing services and repairs on an as needed basis.**

6. NEW CONTRACT

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

Other basis for payment: As specified on Attachment A

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS333.700, NAC 333.150 and SAM 330.0 contracting services to maintain building and grounds is required for the safety and well being of consumers, staff and visitors.

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, equipment, and tools to perform this type of 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):

Jet Plumbing and Heating  
Easy Rooter  
Master Service Plumbing

b. Solicitation Waiver: **Not Applicable**

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

In accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 01/12/2021 Anticipated re-bid date: 01/02/2025

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:

Contracted with DPBH since 2014 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:

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:

Greg Holcomb, Facility Supervisor Ph: 775-688-2125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kquinter	03/31/2021 15:31:18 PM
Division Approval	kquinter	03/31/2021 15:31:21 PM
Department Approval	valpers	04/01/2021 14:19:18 PM
Contract Manager Approval	rmille8	04/01/2021 14:26:07 PM
Budget Analyst Approval	afrantz	04/05/2021 15:55:59 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: **23987**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3162-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GARDNER ENGINEERING INC**Contractor Name: **GARDNER ENGINEERING INC**Address: **270 E PARR BLVD**City/State/Zip: **Reno, NV 89512-1002**Contact/Phone: **Scott Wagner 775-329-4133**Vendor No.: **T27000470**NV Business ID: **NV19751005065**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.

<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 17770**

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 **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Plumbing/HVAC repair**

5. Purpose of contract:

**This is a new contract to provide service and repairs on plumbing and Heating, Ventilation, Air Conditioning, Refrigeration systems on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Other basis for payment: As needed per Attachment A

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pursuant to NRS333.700, NAC 333.150 and SAM 330.0 contracting services to maintain building and grounds is required for the safety and well being of consumers, staff and visitors.**

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, equipment, and tools to perform this type of 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?

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: 01/26/2021 Anticipated re-bid date: 02/03/2025

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:

Contractor with DPBH since 2015 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:

Greg Holcomb, Facility Supervisor Ph: 7756882125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kquinter	03/22/2021 13:29:49 PM
Division Approval	kquinter	03/22/2021 13:29:53 PM
Department Approval	valpers	04/01/2021 13:33:24 PM
Contract Manager Approval	rmille8	04/01/2021 13:45:33 PM
Budget Analyst Approval	afrantz	04/06/2021 14:14:17 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: **24082**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3162-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA CHILLER & BOILER INC**Contractor Name: **NEVADA CHILLER & BOILER INC**Address: **10 HARDY DR**City/State/Zip: **SPARKS, NV 89431-6307**Contact/Phone: **Rodney Leavitt 775/432-1331**Vendor No.: **T32006651**NV Business ID: **NV20151141050**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.

<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 17764**

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 **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Chiller and Boiler M**

5. Purpose of contract:

**This is a new contract to provide service and repairs to the chiller and air handling units located in Bldg. 25 and the Annex on an as needed basis.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Payment for services will be made at the rate of \$24,500.00 per Attachment A

Other basis for payment: Upon receipt of invoice and approval of services

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Carrier Chiller HXC146 is proprietary equipment that can only be serviced by an approved vendor/distributor.**

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, equipment, and tools to perform this type of 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):

Nevada Chiller & Boiler  
Air Systems Service & Construction  
Gardner Engineering, Inc.

b. Solicitation Waiver: **Not Applicable**

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

In accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 01/15/2021 Anticipated re-bid date: 02/03/2025

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?

**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:

Greg Holcomb, Facility Supervisor Ph: 775-688-2125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kquinter	03/31/2021 15:59:05 PM
Division Approval	kquinter	03/31/2021 15:59:08 PM
Department Approval	valpers	04/01/2021 14:30:12 PM
Contract Manager Approval	rmille8	04/01/2021 14:47:59 PM
Budget Analyst Approval	afrantz	04/05/2021 14:16:13 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **24114**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **3228-22**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Kansas State University Research Foundation**Contractor Name: **Kansas State University Research Foundation**Address: **2005 Research Park Circle**City/State/Zip: **Manhattan, KS 66502**Contact/Phone: **Kent Glasscock 785-532-5270**Vendor No.: **T29043405**NV Business ID: **NV20201893521**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 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 407

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **09/30/2021**Contract term: **152 days**4. Type of contract: **Contract**Contract description: **SNAP Ed PEARS System**

5. Purpose of contract:

**This is a new contract to provide a web-based data management system known as the Program Evaluation and Reporting System (PEARS). PEARS allows agencies the ability to track, manage and maintain standardized data, as well as compare performance outcomes ensuring the eligible populations are receiving appropriate nutrition education services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,500.00**

Other basis for payment: As outlined in Attachment CC - Kansas State University Research Foundation Software License and Services Agreement &amp; Schedule A

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Section 4019, Section 28(c)(2)(B)(iii) of the Agriculture Improvement Act of 2018- "The Farm Bill" requires states to use an electronic reporting system to measure and evaluate SNAP-Ed projects. Currently there is no other software available to meet the program and evaluation requirements of SNAP-Ed. The data entered and retrieved from PEARS is consistent in format and type, resulting in a more effective tracking mechanism with wide-ranging analytical capabilities, allowing the State of Nevada to gauge and more effectively drive nutrition education outcomes statewide.**

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

**State staff does not possess the expertise required to create it's own electronic reporting system to measure and evaluate SNAP-Ed projects.**

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 #: 200909**

**Approval Date: 09/29/2020**

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:

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:

Stephanie Cook, SNAP Ed Specialist Ph: 775-684-2450

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cbusgay	04/01/2021 15:47:37 PM
Division Approval	bberry	04/05/2021 14:32:14 PM
Department Approval	valpers	04/06/2021 15:28:45 PM
Contract Manager Approval	mpomerle	04/07/2021 15:25:46 PM
EITS Approval	daxtel1	04/07/2021 19:15:24 PM
Budget Analyst Approval	bwooldri	04/15/2021 11:32:26 AM

<i>Purchasing Use Only:</i>	
Approval #:	200909 @



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION**

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

***Purchasing Division***

**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> <i>Division of Welfare and Supportive Services</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Stephanie Cook, Health Program Specialist II</i>	<i>775-684-2450</i>	<i>sxcook@dwss.nv.gov</i>

<b>1b</b>	<b>Vendor Information:</b>	
	Identify Vendor:	<i>Kansas State University Research Foundation</i>
	Contact Name:	<i>Tresa Landis</i>
	Complete Address:	<i>2005 Research Park Circle, Manhattan, KS, 66502</i>
	Telephone Number:	<i>785-532-5720</i>
	Email Address:	<i>Tech.transfer@ksu.edu</i>

<b>1c</b>	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	

<b>1d</b>	<b>Contract Information:</b>			
	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>	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:	<i>100%</i>
	Grant Funds:	
	Other (Explain):	

Purchasing Use Only:

Approval #:

200909 @

1g

Total Estimated Value of this Service Contract, Amendment or Purchase:

\$49,500 for FFY21

2

**Provide a description of work/services to be performed or commodity/good to be purchased:**

The purpose of this contract is to purchase 100 software licenses and associated software support and training services for the Supplemental Nutrition Assistance Program Education (SNAP-Ed). The Program Evaluation and Reporting System (PEARS) is a web-based data management system built and maintained by the Office of Educational Innovation & Evaluation (OEIE) at Kansas State University. It is offered as a Software as a Service (SaaS) tool through the Kansas State University Research Foundation (KSURF). PEARS tracks details about SNAP-Ed agency and educator activities such as: direct education interventions, survey response data, policies, systems and environmental (PSE) changes, partnerships and coalitions, social marketing, success stories, and indirect activities. Administrators can monitor progress and quickly pull data to assess impact and promote a culture of continual improvement. Additional tools streamline annual funding agency reports such as the Education and Administration Reporting System (EARS) report and provide at-a-glance visual dashboards and indicator metric tables aligned with the SNAP-Ed Evaluation Framework. Individuals involved in SNAP-Ed use PEARS to enter details about activities within the categories listed above. For example, information tracked for a series of direct education interventions includes site/location, date and time of events, counts and demographics of participant group (but not names or Personally Identifiable Information (PII)), and survey response data among other things.

Various levels of permission allow viewing and reporting on data in aggregate. Permissions and user accounts are managed by designated organizational administrators at each implementing agency with help from the PEARS support team. The team at OEIE hosts and maintains PEARS, makes regular updates in coordination with a SNAP-Ed advisory committee, and provides ongoing technical support and training. This training will be conducted prior to system implementation and ongoing for standard support, as needed.

As of June 2020, PEARS is used by SNAP-Ed programs in 31 states and there is currently no other software tailored to meet the program and evaluation requirements of SNAP-Ed.

3

**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**

The PEARS system is created to align with federal reporting for SNAP-Ed. This system captures data relating to direct nutrition education, and PSE efforts. This data is standard across all 31 states that currently utilize the system and will assist with maintaining standardized data within the Western Region Office for SNAP-Ed. The ability to compare performance outcomes across states is something no other vendor could provide. This information is crucial in ensuring the SNAP-eligible populations in Nevada are receiving the appropriate nutrition education services, especially in high-need areas.

4

**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**

There currently is not another system open for purchasing that captures the federally mandated data as it relates to SNAP-Ed initiatives. The PEARS system is designed specifically for documenting and reporting SNAP-Ed initiatives. There is no other software tailored to meet the program and evaluation requirements of SNAP-Ed. States who are not currently utilizing the PEARS system, have developed their own system to manage and report SNAP-Ed initiatives and do not allow other states to integrate in their systems.

**Were alternative services or commodities evaluated? Check One.**

Yes:

☒

No:

a. ***If yes, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.***

Currently, the only system available on the market to meet the federal mandate for the SNAP-Ed program to utilize an electronic system to capture SNAP-Ed activities, is the PEARS system provided by KSURF. Nevada does not have an electronic system to capture progress or evaluate program integrity and does not have the capability to create and maintain its own system. There are 31 states that use PEARS and the states who don't utilize PEARS either maintain their own in-house system or haven't converted to an electronic version.

The most cost-effective decision for Nevada would be to invest in a system that was designed specifically to capture data in SNAP-Ed environments.

b. ***If not, why were alternatives not evaluated?***



<b>Purchasing Use Only:</b>	
Approval #:	200909 @

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:	x
	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:						
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP#, RFQ#, Waiver #)</i>		
			\$				
			\$				
			\$				
			\$				

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>
	If DWSS is not granted the opportunity to contract with KSURF, the State of Nevada would be out of compliance with Section 4019, Section 28(c)(2)(B)(iii) of the Agriculture Improvement Act of 2018 – "The Farm Bill." This section indicates that the State agency shall use an electronic reporting system to measure and evaluate the (SNAP-Ed) projects. DWSS would have to invest in creating a system with the mandatory components that are embedded in PEARS to capture on-going SNAP-Ed activities. Nevada SNAP-Ed outcomes would not be consistent with national data if we are unable to aggregate data on a state-wide basis. The PEARS system is such that all information that is entered in is readily available to State and local agencies as needed. Moreover, the data entered and retrieved from PEARS is consistent in format and type, resulting in a more effective tracking mechanism with wide-ranging analytical capabilities, allowing the State of Nevada to gauge and more effectively drive nutrition education outcomes statewide. If the State of Nevada were denied the PEARS system, the State would not be on par with the federal guidance relating to measuring and reporting SNAP-Ed projects within an electronic reporting system.

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>
	The State of Nevada verified with other states what system or methodology they use and 31 states used KSURF. Of those states polled, the costs KSURF quoted are fair and reasonable and in line with the other states that have been charged for utilizing the PEARS system.

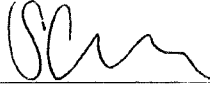
9	<b>Will this purchase obligate the State to this vendor for future purchases? <u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></b>	Yes:	X	No:	X
	a. If yes, please provide details regarding future obligations or needs. The PEARS system is proprietary and will be maintained by KSURF annually in order for data to flow from year to year. On-going system training would need to be available for new implementing agency staff to ensure proper system utilization and documentation. The intent would be to utilize the train-the-trainer training model to best utilize training resources. KSURF has a user manual document that will be maintained and dispersed as new system functionality is implemented.				

Purchasing Use Only:

Approval #:

200909 (2)

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.



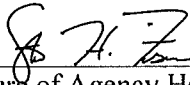
Agency Representative Initiating Request

Stephanie Cook

Print Name of Agency Representative Initiating Request

09-10-2020

Date



Signature of Agency Head Authorizing Request

Steve H. Fisher

Print Name of Agency Head Authorizing Request

09/28/2020

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

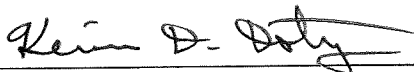
Print Name of Representative Providing Review

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:



Administrator, Purchasing Division or Designee

9/29/2020

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: **24162**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: <b>ATLAS PLUMBING, INC.</b>
Agency Code: <b>431</b>	Contractor Name: <b>ATLAS PLUMBING, INC.</b>
Appropriation Unit: <b>3650-07</b>	Address: <b>1628 ATHOL AVE.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>HENDERSON, NV 89011</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>Sunshine Ray 702-385-3656</b>
	Vendor No.: <b>T32010787</b>
	NV Business ID: <b>NV20171450144</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.

<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 %

Agency Reference #: 431

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/16/2021**

Anticipated BOE meeting date 04/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2025**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **Plumbing Services**

5. Purpose of contract:

**This is a new contract to provide plumbing maintenance and repair services for Nevada Guard facilities in southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Repair and replacing all plumbing needs.**

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

**The expertise and certifications that require to do 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):

**Butter Plumbing  
Precision Plumbing  
Atlas Plumbing**b. Solicitation Waiver: **Not Applicable**

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

Atlas Plumbing, Inc. was selected as they submitted a proposal.

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	ctyle1	04/02/2021 14:16:48 PM
Division Approval	ctyle1	04/02/2021 14:16:50 PM
Department Approval	ctyle1	04/02/2021 14:16:53 PM
Contract Manager Approval	csnido1	04/02/2021 16:15:26 PM
Budget Analyst Approval	tgreenam	04/16/2021 10:44:17 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: **23756** Amendment Number: **1**

Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD** Legal Entity Name: **BROADBENT & ASSOCIATES, INC.**

Agency Code: **431** Contractor Name: **BROADBENT & ASSOCIATES, INC.**

Appropriation Unit: **3650-10** Address: **5450 LOUIE LN # 101**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511-1832**

If "No" please explain: Not Applicable Contact/Phone: **BRANDON REIFF 775-322-7969**

Vendor No.: **T80989610B**

NV Business ID: **NV19891031637**

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 **12/08/2020**

Anticipated BOE meeting date 04/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **01/12/2022**Contract term: **1 year and 35 days**4. Type of contract: **Contract**Contract description: **HRTC Phase 1 ESA**

## 5. Purpose of contract:

**This is the first amendment to the original contract to provide an Environmental Site Assessment and Preconstruction Site Assessment for the Harry Reid Training Center in Reno. This amendment increases the maximum amount from \$5,700 to \$10,490 due to the the need to perform a Class III Cultural Resources Inventory for approximately 12.5 acres.**

## 6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,700.00	\$5,700.00	\$5,700.00	No
2. Amount of current amendment (#1):	\$4,790.00	\$10,490.00	\$10,490.00	Yes - Info
3. New maximum contract amount:	\$10,490.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

Federal law requires environmental evaluations to be completed prior to the start of construction.

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

Lack of qualifications and skill.

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):

McGinley & Associates  
BEC Environmental  
Broadbent & Associates

b. Solicitation Waiver: **Not Applicable**

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

Broadbent & Associates was selected as they were the only company to submit a proposal.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. 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	ctyle1	03/19/2021 13:22:19 PM
Division Approval	ctyle1	03/19/2021 13:22:21 PM
Department Approval	ctyle1	03/19/2021 13:22:25 PM
Contract Manager Approval	csnido1	04/02/2021 15:31:15 PM
Budget Analyst Approval	tgreenam	04/16/2021 10:35:44 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: **24054**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: <b>BRUCE MACKAY PUMP &amp; WELL</b>
Agency Code: <b>431</b>	Contractor Name: <b>BRUCE MACKAY PUMP &amp; WELL</b>
Appropriation Unit: <b>3650-10</b>	Address: <b>SERVICE, INC.</b>
Is budget authority available?: <b>Yes</b>	<b>7465 Longley Lane</b>
If "No" please explain: Not Applicable	<b>Reno, NV 89511</b>
	Contact/Phone: <b>Bruce Mackay 775-851-1600</b>
	Vendor No.: <b>T81027622</b>
	NV Business ID: <b>NV19851008304</b>

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 #: 431

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 05/2021

Retroactive? **Yes**

If "Yes", please explain

The work was completed on October 20, 2020. We did receive approval from Purchasing on November 17, 2020 as facility manager did need to have the work completed right away to ensure the safety of the building.

3. Termination Date: **01/31/2022**Contract term: **1 year and 103 days**4. Type of contract: **Contract**Contract description: **Pump Service**

5. Purpose of contract:

This is a new contract to provide repair services to replace a failed well pipe at the Harry Reid Training Facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,890.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The work was needed to maintain the safety of the building as the system is used for the fire suppression system.

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

The tools and experience were lacking and needed the company to do 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):

ASAP Pump and Well  
Double R Well Services  
Bruce Mackay Pump and Wellb. Solicitation Waiver: **Not Applicable**

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

Bruce MacKay Pump and Well Service, Inc. was selected as they were they only company to submit a proposal.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. 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	ctyle1	03/19/2021 13:16:07 PM
Division Approval	ctyle1	03/19/2021 13:16:09 PM
Department Approval	ctyle1	03/19/2021 13:16:12 PM
Contract Manager Approval	csnido1	04/02/2021 16:02:13 PM
Budget Analyst Approval	tgreenam	04/16/2021 08:31:12 AM



# STATE OF NEVADA OFFICE OF THE MILITARY

Office of the Adjutant General  
2460 Fairview Drive  
Carson City, Nevada 89701-6807



ONDRA L. BERRY  
Major General  
The Adjutant General

February 25, 2021

## MEMORANDUM

To: Jim Rodriguez, Executive Branch Budget Officer  
Governor's Finance Office, Budget Office

From: Chris Snidow, Management Analyst II  
State Administrative Office

Subject: Justification for Retroactive Approval

---

The following justification is provided to request retroactive approval of the attached contract between Bruce MacKay Pump & Well Service, Inc. and the State of Nevada, Office of the Military, effective October 20, 2020.

Pipe burst at the Harry Reid Training Center facility and the old pipe needs to be replaced. The old pipe needs to be dug out and replaced with a new pipe. For the pipe to not malfunction, a new pump and motor need to be installed as well. This system is used for the fire suppression system and necessitated an immediate repair.

Your favorable approval of the retroactive start date enables us to pay the vendor for services that have already been performed. Staff has been instructed to solicit bids for an ongoing contract for the services pump system.

If you need additional information or explanation, please contact me at 775-884-8478.

**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: **24085**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: <b>ENVISE</b>
Agency Code: <b>431</b>	Contractor Name: <b>ENVISE</b>
Appropriation Unit: <b>3650-07</b>	Address: <b>4765 CAMERON STREET</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89103</b>
If "No" please explain: Not Applicable	Contact/Phone: Jason McIntosh 702-777-4000
	Vendor No.: T27038306
	NV Business ID: NV20151201704
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.

<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 %

Agency Reference #: 431

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/16/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2025**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **Controls Systems**

5. Purpose of contract:

**This is a new contract to provide ongoing repair system repair and maintenance services for the Delta Energy management system at the Nevada National Guard facilities in southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**This is to make sure that the buildings controls systems are functioning properly, to ensure that staff are able to get their work done at the facilities.**

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

**The does not have the the equipment or the certifications to do this type of 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):

**Honeywell Building Solutions  
Siemens Industry Incorporated  
Envise**

b. Solicitation Waiver: **Not Applicable**

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

Envise was the only company to provide a proposal.

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	ctyle1	03/19/2021 13:30:51 PM
Division Approval	ctyle1	03/19/2021 13:30:53 PM
Department Approval	ctyle1	03/19/2021 13:30:56 PM
Contract Manager Approval	csnido1	04/07/2021 14:58:51 PM
Budget Analyst Approval	tgreenam	04/16/2021 11:05:47 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: **24064**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FMC MAINTENANCE, LLC**Contractor Name: **FMC MAINTENANCE, LLC**Address: **9087 FAWN GROVE DR**City/State/Zip: **LAS VEGAS, NV 89147-6809**Contact/Phone: **Fidel Cruz 702-513-1920**Vendor No.: **T27041023**NV Business ID: **NV20131586652**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 **50.00 %** Fees 0.00 %**X** Federal Funds **50.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 431

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/16/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2025**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **Kitchen Hood Clean**

5. Purpose of contract:

**This is a new contract to provide an ongoing service to include but not limited to cleaning kitchen hoods and ducts for all of the southern Nevada facilities for the Nevada National Guard.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Make sure that the kitchen is maintained and well clean to make sure soldiers and staff do not get sick.**

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

**To make sure that state and health regulations are met and adhered to, with certification.**

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):

**Grease Magic  
FMC Maintenance  
Hoodz**b. Solicitation Waiver: **Not Applicable**

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

FMC Maintenance was the only company to submit a proposal.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

11. 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	ctyle1	03/11/2021 17:27:24 PM
Division Approval	ctyle1	03/11/2021 17:27:27 PM
Department Approval	ctyle1	03/11/2021 17:27:34 PM
Contract Manager Approval	csnido1	04/07/2021 14:52:48 PM
Budget Analyst Approval	tgreenam	04/16/2021 11:57:48 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: **24066**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: <b>LOGISTICAL SOLUTIONS, LLC</b>
Agency Code: <b>431</b>	Contractor Name: <b>LOGISTICAL SOLUTIONS, LLC</b>
Appropriation Unit: <b>3650-07</b>	Address: <b>4780 W ANN RD STE 5 PMB 237</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>NORTH LAS VEGAS, NV 89031-3471</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>Tracy Carlise 702-596-2021</b>
	Vendor No.: <b>T29031688A</b>
	NV Business ID: <b>NV20081496193</b>
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.

<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 %

Agency Reference #: 431

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/16/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2025**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **Vacuum extract**

5. Purpose of contract:

**This is a new contract for an ongoing service for vacuum extract and hydro washing of the sand/oil interceptors, grease traps and sewage tanks at the Nevada National Guard for the southern Nevada facilities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Vacuum extract and hydro washing for grease traps and sewage tanks.

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

The machines to be able to do the work and the disposal of the wastes from the traps and tanks.

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):

Logistical Solutions  
LV Septic Service  
Clean Harbor

b. Solicitation Waiver: **Not Applicable**

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

No other responses than from Logistical Solutions.

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	ctyle1	03/11/2021 17:28:06 PM
Division Approval	ctyle1	03/11/2021 17:28:09 PM
Department Approval	ctyle1	03/11/2021 17:28:11 PM
Contract Manager Approval	csnido1	04/07/2021 14:57:14 PM
Budget Analyst Approval	tgreenam	04/16/2021 11:10:35 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: **24163**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WATERS SEPTIC TANK SERVICE DBA**Contractor Name: **WATERS SEPTIC TANK SERVICE DBA**Address: **WATERS SEPTIC TANK SERVICE  
PO BOX 18160**City/State/Zip: **RENO, NV 89511**Contact/Phone: **Justin Waters 775-825-1595**Vendor No.: **T80955826 A**NV Business ID: **NV19781005671**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 **50.00 %** Fees 0.00 %**X** Federal Funds **50.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 431

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/16/2021**

Anticipated BOE meeting date 04/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2025**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **Grease Traps**

5. Purpose of contract:

**This is a new contract to provide cleaning, pumping and legal disposal of grease traps and sand oil separators at northern Nevada National Guard locations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**To make sure that we have cleaning, pumping, and legal disposal of grease traps and sand oil separators.**

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

**The expertise and certifications that require to do 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):

**Bobula's Septic Services  
Bonanza Septic Service  
Waters VacuumTruck Service**b. Solicitation Waiver: **Not Applicable**



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

Waters Septic Tank Service was selected as there were no response from the other companies.

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	ctyle1	04/02/2021 14:19:10 PM
Division Approval	ctyle1	04/02/2021 14:19:12 PM
Department Approval	ctyle1	04/02/2021 14:19:15 PM
Contract Manager Approval	csnido1	04/02/2021 16:11:30 PM
Budget Analyst Approval	tgreenam	04/16/2021 10:47:01 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: **24084**Agency Name: **ADJUTANT GENERAL & NATIONAL GUARD**Agency Code: **431**Appropriation Unit: **3650-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WESTERN DOOR AND GATE, LLC**Contractor Name: **WESTERN DOOR AND GATE, LLC**Address: **675 GRIER DR**City/State/Zip: **LAS VEGAS, NV 89119-3738**Contact/Phone: **Matthew Melton 702-839-3600**Vendor No.: **T32005857**NV Business ID: **NV20071385088**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 **50.00 %** Fees 0.00 %**X** Federal Funds **50.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 431

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/16/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **04/30/2025**Contract term: **4 years and 15 days**4. Type of contract: **Contract**Contract description: **Door and Gate**

5. Purpose of contract:

**This is a new contract to provide an ongoing door replacement and repair services for automatic doors.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To maintain security measures, to make sure facilities are secure. Making sure only qualified personnel are able to access areas.

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

The tools, expertise to making sure that all door installation and repairs are met to maintain the security of the facilities.

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):

McKeon Door  
Vortex  
Western Door and Gateb. Solicitation Waiver: **Not Applicable**

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

No other responses except from Western Door and Gate.

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	ctyle1	03/19/2021 13:16:47 PM
Division Approval	ctyle1	03/19/2021 13:16:50 PM
Department Approval	ctyle1	03/19/2021 13:16:51 PM
Contract Manager Approval	csnido1	04/07/2021 14:58:09 PM
Budget Analyst Approval	tgreenam	04/16/2021 11:45:45 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: **24095**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4713-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MICHELLE SPOONER, DBA**Contractor Name: **MICHELLE SPOONER, DBA**Address: **SPARKLE AND SHINE CLEANING  
1300 BELL AIRE LANE**City/State/Zip: **FALLON, NV 89406**Contact/Phone: **MICHELLE MENDIOLA-SPOONER 775-217-8202**Vendor No.: **T29038296**NV Business ID: **NV20161054485**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 %

**X** Highway Funds **100.00 %** Other funding 0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/03/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2025**Contract term: **4 years and 89 days**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

**This is a new contract to provide ongoing janitorial cleaning services for the Fallon substation.**

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 \$300.00 per month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

State facilities must be cleaned and maintained.

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

There are no State employees who provide this type of service.

9. Were quotes or proposals solicited?

Yes

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

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Sparkle and Shine Cleaning  
COIT Services of Reno, LCC.  
McNeil's Cleaning Services, Inc.b. Solicitation Waiver: **Not Applicable**

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

Vendor was the only one to respond to the agency's request for quote.

d. Last bid date: 02/10/2021 Anticipated re-bid date: 01/03/2025

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:

This vendor is currently under contract with the DPS and service has been satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Roxana Gifford, NHP Contract Manager Ph: (775) 684-4467

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jramo3	03/19/2021 12:52:02 PM
Division Approval	twollan1	03/24/2021 10:50:40 AM
Department Approval	mcosenti	03/31/2021 14:33:08 PM
Contract Manager Approval	mcosenti	03/31/2021 14:33:11 PM
Budget Analyst Approval	jrodrig9	04/02/2021 16:29:31 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: **24097**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4721-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RapidSpace, LLC DBA**Contractor Name: **RapidSpace, LLC DBA**Address: **PO BOX 7417****Quick Space**City/State/Zip: **RENO, NV 89510-7417**Contact/Phone: **Eric Davila 775-359-4688**Vendor No.: **T29029790A**NV Business ID: **NV20091077827**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 **04/01/2021**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2025**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Portable Restroom**

5. Purpose of contract:

**This is a new contract to provide ongoing portable restrooms services for the Wadsworth and Boomtown commercial vehicle inspection checkpoints sites.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,200.00**

Other basis for payment: \$99.00 per month for a standard portable unit, \$109.00 per month for an ADA wheelchair accessible portable unit, \$25.00 per additional cleaning services if they are scheduled at least 24 hours before the service; otherwise, an emergency fee of \$125.00 will be applied for additional cleaning services scheduled in less than 24 hours. The Contractor's billing cycle is 28 days which equals 13 cycles per year; therefore, the Contractor has agreed to apply a credit of \$208 every 13th billing cycle each year per location. A total discount of \$1,664 will be applied for both locations.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Restroom facilities must be available to employees working at all duty stations, there are no restroom facilities at these inspection sites.**

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

**There are no State employees or agencies who provide this service.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

RapidSpace DBA Quick Space  
United Site Services  
Sani Hut

b. Solicitation Waiver: **Not Applicable**

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

Lowest bid.

d. Last bid date: 01/29/2021 Anticipated re-bid date: 11/04/2024

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:

Roxana Gifford, NHP Contract Manager Ph: (775) 684-4467

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jramo3	03/25/2021 11:30:46 AM
Division Approval	twollan1	03/30/2021 10:01:51 AM
Department Approval	mcosenti	03/30/2021 14:09:15 PM
Contract Manager Approval	mcosenti	03/30/2021 14:46:31 PM
Budget Analyst Approval	jrodrig9	04/01/2021 18:23:21 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: **24113**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4721-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TERRY'S PUMPIN' AND POTTIES**Contractor Name: **TERRY'S PUMPIN' AND POTTIES**Address: **P.O. BOX 2708**City/State/Zip: **ELKO, NV 89801**Contact/Phone: **Joe Payne 775-738-6442**Vendor No.: **T27021295**NV Business ID: **NV20081237078**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 **04/01/2021**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2025**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Portable Restroom**

5. Purpose of contract:

**This is a new contract to provide ongoing portable restroom services for the Osino Eastbound and Westbound weigh stations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,900.00**

Other basis for payment: \$81.50 per month for a standard portable unit; \$125.00 per month for an ADA wheelchair accessible portable unit and \$15.00 per additional cleaning service.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Restroom facilities must be available to employees working at all duty stations, there are no restroom facilities at these inspection sites.**

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

**There are no State employees or agencies who provide this service.**

9. Were quotes or proposals solicited?

**Yes**

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

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Terry Pumpin and Potties  
 Nationwide Waste Service  
 All American Waste Services**



b. Solicitation Waiver: **Not Applicable**

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

Terry's Pumpin' and Potties was the only vendor that responded to this bid.

d. Last bid date: 01/29/2021 Anticipated re-bid date: 11/04/2024

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:

This vendor is currently under contract with the Department Public Safety, Highway Patrol Division and service has been satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

**Yes**

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

**Yes**

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

**Yes**

19. Agency Field Contract Monitor:

Roxana Gifford, NHP Contract Manager Ph: (775) 684-4467

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jramo3	03/25/2021 11:45:39 AM
Division Approval	twollan1	03/30/2021 09:51:03 AM
Department Approval	mcosenti	03/30/2021 14:07:37 PM
Contract Manager Approval	mcosenti	03/30/2021 14:47:27 PM
Budget Analyst Approval	jrodrig9	04/01/2021 18:31:31 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: **24111**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4721-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **UNITED SITE SERVICES**Contractor Name: **UNITED SITE SERVICES**Address: **2701 Simmons Street**City/State/Zip: **North Las Vegas, NV 89032**Contact/Phone: **Natasha Thomas 800-864-5387**Vendor No.: **T27006789 B**NV Business ID: **NV20021451026**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 **04/01/2021**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2025**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Portable Restroom**

5. Purpose of contract:

**This is a new contract to provide ongoing portable restroom services for the Apex and Sloan commercial inspection stations.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,900.00**

Other basis for payment: \$85 per month for a standard portable unit; \$127.00 per month for an ADA wheelchair accessible portable unit; \$46.25 per additional cleaning service for more than one within the same week (includes the service and off route fee); \$60.00 per additional cleaning service (includes the service and off route fee); \$50.00 one-time delivery, setup, and removal fee per location.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Restroom facilities must be available to employees working at all duty stations, there are no restroom facilities at these inspection sites.

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

There are no State employees or agencies who provide this service.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Royal Flush Porta Potty  
Las Vegas Toilet Rentals  
United Site Services  
Sani Hut

b. Solicitation Waiver: **Not Applicable**

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

Lowest bid.

d. Last bid date: 01/29/2021 Anticipated re-bid date: 11/04/2024

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:

This vendor is currently under contract with the Department Public Safety, Highway Patrol Division and service has been satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

**Yes**

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

**Yes**

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

**Yes**

19. Agency Field Contract Monitor:

Roxana Gifford, NHP Contract Manager Ph: (775) 684-4467

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jramo3	03/25/2021 13:06:04 PM
Division Approval	twollan1	03/30/2021 10:11:09 AM
Department Approval	mcosenti	03/30/2021 14:06:22 PM
Contract Manager Approval	mcosenti	03/30/2021 14:48:45 PM
Budget Analyst Approval	jrodrig9	04/01/2021 18:36:57 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: **23158**Amendment  
Number: **1**Agency Name: **DEPARTMENT OF WILDLIFE**Legal Entity  
Name: **GoHunt, LLC**Agency Code: **702**Contractor Name: **GoHunt, LLC**  
Address: **6595 South Jones Blvd.**Appropriation Unit: **4462-10**Is budget authority  
available?: **Yes**City/State/Zip **Las Vegas, NV 89118**

If "No" please explain: Not Applicable

Contact/Phone: **Chris Porter 702-575-1844**Vendor No.: **T29040773A**NV Business ID: **NV20131538171**To what State Fiscal Year(s) will the contract be charged? **2020-2021**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % RESOURCE ENHANCEMENT STAMP</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **20-63**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **05/14/2020**  
Examiner's approval?Anticipated BOE meeting date **04/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved **06/30/2021**  
Termination Date:Contract term: **1 year and 47 days**4. Type of contract: **Contract**Contract description: **Marketing Services**

5. Purpose of contract:

**This is the first amendment to the original contract which provides ongoing marketing for the Resource Enhancement Stamp and Dream Tag programs. This amendment changes the contract amount from \$20,000.00 to \$40,000.00 in the scope of work.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
2. Amount of current amendment (#1):	\$20,000.00	\$20,000.00	\$40,000.00	Yes - Info
3. New maximum contract amount:	\$40,000.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This work will provide an outreach to the public to increase awareness of the Resource Enhancement Stamp and Dream Tag programs.**

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 proper equipment or trained personnel 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):

KALKOMEY  
THE ABBI AGENCY  
GOHUNT LLC

b. Solicitation Waiver: **Not Applicable**

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

Vendor possessed expertise and experience marketing these products that other vendors did not.

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	nrob1	02/19/2021 08:40:01 AM
Division Approval	bval1	02/19/2021 16:46:35 PM
Department Approval	bval1	03/02/2021 13:17:38 PM
Contract Manager Approval	btait	03/03/2021 14:20:18 PM
Budget Analyst Approval	mlynn	03/23/2021 13:36:06 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: **23981**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LINCOLN COUNTY CONSERVATION**Contractor Name: **LINCOLN COUNTY CONSERVATION**Address: **DISTRICT****PO BOX 445**  
**CALIENTE, NV 89008**City/State/Zip: **CALIENTE, NV 89008**Contact/Phone: **MAGGIE ORR 775/726-3101**Vendor No.: **T81000350A**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.

General Funds 0.00 % **X** Fees **100.00 % HABITAT CONSERVATION**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 21-49

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2021**

Anticipated BOE meeting date 03/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/31/2023**Contract term: **1 year and 353 days**4. Type of contract: **Interlocal Agreement**Contract description: **Habitat Improvement**

5. Purpose of contract:

**This is a new interlocal agreement to provide restoration services for habitat improvement projects on private and public lands within the jurisdiction of Lincoln County Conservation District.**

6. NEW CONTRACT

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

Other basis for payment: AS INVOICED

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Habitat degradation within the jurisdiction of LCCD.**

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

**NDOW employees do not have the knowledge or certifications for much of the work such as herbicide application, use of chainsaws for PJ treatments, stream bank restoration, and relationships with private landowners where habitat degradation has occurred. NDOW also does not have the capacity to conduct the habitat improvement projects.**

9. Were quotes or proposals solicited?

**No**

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

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

MOIRA KOLADA, BIOLOGIST 3 Ph: 775-289-1655

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nroble1	02/16/2021 16:53:17 PM
Division Approval	jneubau2	03/18/2021 11:15:43 AM
Department Approval	bvale1	03/18/2021 11:17:16 AM
Contract Manager Approval	btait	04/05/2021 16:13:57 PM
Budget Analyst Approval	mlynn	04/12/2021 16:13:25 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: **23783**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SMITH VALLEY CONSERVATION**Contractor Name: **SMITH VALLEY CONSERVATION**Address: **513 W BRIDGE ST STE G**City/State/Zip: **YERINGTON, NV 89447-2554**Contact/Phone: **ED RYAN 775-463-2265**Vendor No.: **T81000354**NV Business ID: **GOVERNMENT ENTITY**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.

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % HABITAT CONSERVATION</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **21-18**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/23/2021**Anticipated BOE meeting date **02/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2024**Contract term: **3 years and 100 days**4. Type of contract: **Interlocal Agreement**Contract description: **Habitat Improvement**

5. Purpose of contract:

**This is a new interlocal agreement to provide habitat improvement projects on private and public lands within the jurisdiction of Smith Valley Conservation District.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Habitat Degradation within the jurisdiction of Smith Valley Conservation District.**

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

**NDOW employees do not have the knowledge or certifications for much of the work such as herbicide application, use of chainsaws for pinion juniper treatments, stream bank restoration, and relationships with private landowners where habitat degradation has occurred. NDOW also does not have the capacity to conduct the habitat improvement projects.**

9. Were quotes or proposals solicited?

**No**

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

**No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

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



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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

JASMINE KLEIBER, null Ph: null

MARK FREESE, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	12/30/2020 12:49:50 PM
Division Approval	bvale1	12/30/2020 12:49:53 PM
Department Approval	bvale1	12/30/2020 12:49:55 PM
Contract Manager Approval	btait	02/23/2021 15:12:04 PM
Budget Analyst Approval	mlynn	03/23/2021 13:30:25 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: **23858**

Agency Name:	<b>DEPARTMENT OF WILDLIFE</b>	Legal Entity Name:	<b>UNIVERSITY OF MAINE SYSTEM ACTING THROUGH UNIVERSITY OF MAINE</b>
Agency Code:	<b>702</b>	Contractor Name:	<b>UNIVERSITY OF MAINE SYSTEM ACTING THROUGH UNIVERSITY OF MAINE</b>
Appropriation Unit:	<b>4467-15</b>	Address:	<b>5717 Corbett Hall</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Orono, ME 04469-5717</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>DEBORA CARVER 207-581-1484</b>
		Vendor No.:	<b>TBD</b>
		NV Business ID:	<b>PUBLIC UNIVERSITY</b>

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>52.00 % UPLAND GAME STAMP</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>48.00 % DONATIONS</b>

Agency Reference #: **21-43**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/30/2021**Anticipated BOE meeting date **02/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2022**Contract term: **1 year and 92 days**4. Type of contract: **Interlocal Agreement**Contract description: **Upland Game Forecast**

5. Purpose of contract:

**This is a new interlocal agreement to implement a web-based tool to forecast fall populations and hunter success for upland game.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,600.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Traditionally, NDOW has provided chukar hunters with an assessment of the hunting season outlook based on surveys collected via helicopter during late summer. These surveys are expensive to conduct and also expose biologists to risks associated with low-altitude helicopter flight. Nevertheless, they provide the only information on long-term chukar population dynamics and have traditionally offered hunters important insights into their upcoming season. For most other species, no such information exists. At the same time, NDOW has collected an impressive volume of data on hunter success through annual surveys of a subset of small game hunters. This data offers great potential to inform the Department on long-term patterns in populations of game species that have received little attention. Our project takes advantage of these previously under-utilized datasets to develop a product that simultaneously provides valuable information to a major stakeholder group (upland game hunters) and will maximize use of existing data to inform status assessments for Nevada's upland game populations. Ultimately this seeks to increase information availability at a lower cost and with less risk to staff compared to traditional methods.

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

This work would require an inordinate dedication of time to complete the project and a high level understanding of novel statistical modeling approaches that are steeped in academia. The project would be better served being developed and analyzed by a professional academic institution with expertise using contemporary statistical modeling approaches.

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?

University of Maine staff have experience working with upland game bird related harvest data and extensive experience working with environmental covariates that could factor in to annual harvest projections.

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:  
Governmental Entity

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

SHAWN ESPINOSA, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	01/06/2021 14:59:52 PM
Division Approval	bvale1	01/06/2021 14:59:54 PM
Department Approval	bvale1	01/06/2021 14:59:56 PM
Contract Manager Approval	btait	02/23/2021 15:05:53 PM
EITS Approval	daxtel1	03/23/2021 17:27:48 PM
Budget Analyst Approval	mlynn	03/29/2021 11:07:29 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: **24091**Agency Name: **DCNR - DIVISION OF WATER RESOURCES**Agency Code: **705**Appropriation Unit: **4171-35**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Halford Hydrology LLC

Contractor Name: **Halford Hydrology LLC**Address: **1000 W. Robinson St.**City/State/Zip: **Carson City, NV 89703**

Contact/Phone: Keith Halford 775-842-7982

Vendor No.:

NV Business ID: NV20191069290

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 **03/29/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2021**Contract term: **93 days**4. Type of contract: **Contract**Contract description: **DV3 Flow System Tool**

5. Purpose of contract:

**This is a new contract to develop an Excel based interface to evaluate net impact of changing points of diversion on water levels in Devils Hole with the DV3 groundwater-flow model.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,900.00**

Other basis for payment: Upon completion of project

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This tool will evaluate net impact as was established in NWDR order 1197 except that effects of pumping on water levels in Devils Hole will be estimated with the DV3 numerical model rather than a Theis (1935) solution. Publication of the Death Valley 3 groundwater model by USGS provides the best available science for simulating the effects of groundwater withdrawals within the model area. However, running the model requires expertise and time the agency does not have. Development of this tool will allow existing staff to run simulations in order to evaluate the potential effects of water right applications within the model area.

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

Current staff and other State agencies do not have the programming experience or familiarity with the Death Valley 3 model to develop the tool.

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):

Halford Hydrology LLC  
Huntington Hydrologic  
Dixon Hydrologic

b. Solicitation Waiver: **Not Applicable**

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

Only 2 of the 3 vendors responded to the solicitation request. This vendor was chosen as their proposal met the requirements of the solicitation and provided the lowest quote.

d. Last bid date: 12/30/2020 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:

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:

Levi Kryder, Chief, Hydrology Section Ph: 775-684-2866

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sweb4	03/24/2021 13:11:12 PM
Division Approval	sweb4	03/24/2021 13:11:15 PM
Department Approval	kwilliam	03/25/2021 09:34:48 AM
Contract Manager Approval	sweb4	03/25/2021 09:48:55 AM
Budget Analyst Approval	rjacob3	03/29/2021 10:13:58 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: **24010**Agency Name: **B&I - REAL ESTATE DIVISION**Agency Code: **748**Appropriation Unit: **3823-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Assured Document Destruction Inc

Contractor Name: **Assured Document Destruction Inc**Address: **8050 S. ARVILLE ST. SUITE 105**City/State/Zip: **LAS VEGAS, NV 89139**

Contact/Phone: VICKIE RILEY 702-614-0001

Vendor No.: T81096369

NV Business ID: NV20001415539

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>37.50 %</b>	<b>X</b> Fees	<b>62.50 %</b>	<b>Licensing and administrative</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 **03/31/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **02/28/2025**Contract term: **3 years and 335 days**4. Type of contract: **Other (include description): Document storage**Contract description: **Document storage**

5. Purpose of contract:

**This is a new contract to provide ongoing storage for 40,000 licensee files of active Real Estate, Appraisal, Common Area Managers, Time Share, Inspectors of Structures, Energy Auditors, Asset Management Companies and Asset Managers for the Real Estate Division licensing section.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,076.00**

Other basis for payment: Storage per monthly square footage, pick-up and delivery charges, box and file retrieval, permanent file removal/destruction and data entry

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Real Estate Division does not have available space in their current Las Vegas office location for hardcopies of 40,000 active licensing files that the Division must possess due to the current State of Nevada retention schedule.

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

The Real Estate Division does not have the available space for storing these active licensing files. The licensing files need to be accessible to Division staff for investigations, subpoenas or public records requests.

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):

Assured Document Destruction  
Vital Records Control  
Access

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:

Currently has a master contract with the State of Nevada for document destruction. Service has been satisfactory. Nevada Real Estate Division has had a contract from 02/28/17 thru 02/28/2021. Service has been satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ghilgar	02/22/2021 15:00:16 PM
Division Approval	ghilgar	02/22/2021 15:45:16 PM
Department Approval	jhanse4	03/05/2021 08:05:01 AM
Contract Manager Approval	tlew13	03/05/2021 09:14:03 AM
Budget Analyst Approval	stilley	03/31/2021 16:14:20 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **23959**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Douglas County School District

Contractor Name: **Douglas County School District**Address: **1638 Mono Ave**City/State/Zip: **Minden, NV 89423-4212**

Contact/Phone: Jeanette Dwyer 775-782-5134

Vendor No.: T40231900

NV Business ID: Governmental Entity

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 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 3508-22-REHAB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/07/2021**

Anticipated BOE meeting date 05/2021

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2021**Contract term: **268 days**4. Type of contract: **Interlocal Agreement**Contract description: **2021 DCSD Camp**

5. Purpose of contract:

**This is a new Interlocal agreement that continues to provide a Pre-Employment Transition Services (Pre-ETS) Summer Camp for disabled youths, ages 16 - 22. The youths will be provided with the tools to enable them to seek and retain employment.**

6. NEW CONTRACT

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

Other basis for payment: \$600/week per Student; Student must attend 4 out of 5 days of the week for payment; Students: 12 minimum, 20 maximum for payment. Invoice payable only after receipt and acceptance of the Final Report. Total Contract Not to Exceed: \$24,000.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pre-ETS programs are required under the Workforce Innovation and Opportunity Act (Public Law 113-128. WIOA requires that 15% of all grant funding be spent on Pre-ETS programs.**

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

**State employees are not trained to perform this function.**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?

Governmental Entity

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

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

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

This vendor has provided satisfactory services to various state agencies since 1999.

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	carnol1	02/08/2021 12:49:32 PM
Division Approval	kdesoci1	03/30/2021 15:59:49 PM
Department Approval	kdesoci1	03/30/2021 15:59:52 PM
Contract Manager Approval	tzehne1	03/30/2021 16:34:27 PM
Budget Analyst Approval	dbaughn	04/07/2021 16:57:48 PM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **21200**Amendment Number: **3**Agency Name: **DETR - EMPLOYMENT SECURITY**Legal Entity Name: **FutureWork Systems**Agency Code: **902**Contractor Name: **FutureWork Systems**Appropriation Unit: **4770-11**Address: **153 Skylands Rd**Is budget authority available?: **Yes**City/State/Zip: **Ringswood, NJ 07456**

If "No" please explain: Not Applicable

Contact/Phone: **Geoff Smith 800-448-2266**Vendor No.: **T32007383**NV Business ID: **NV20101246516**To what State Fiscal Year(s) will the contract be charged? **2019-2022**

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

General Funds 0.00 % Fees 0.00 %

**X** Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3275-20-ESD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/13/2018**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2021**Contract term: **3 years and 199 days**4. Type of contract: **Contract**Contract description: **FutureWorkSys**

5. Purpose of contract:

**This is the third amendment to the original contract which provides the NV Performs system. This amendment extends the termination date from June 30, 2021 to June 30, 2022 and increases the maximum amount of the contract to \$84,000 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:	\$24,000.00	\$24,000.00	\$24,000.00	Yes - Info
a. Amendment 1:	\$24,000.00	\$24,000.00	\$48,000.00	Yes - Info
b. Amendment 2:	\$12,000.00	\$12,000.00	\$60,000.00	Yes - Action
2. Amount of current amendment (#3):	\$24,000.00	\$24,000.00	\$24,000.00	Yes - Info
3. New maximum contract amount:	\$84,000.00			
and/or the termination date of the original contract has changed to:	06/30/2022			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Product assists local board to project, renew and correct data for required performance outcomes.

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

Not qualified.

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):

Information Builders Inc.  
Mathematica  
Intellicus

- b. Solicitation Waiver: **Not Applicable**

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

This is only Vendor that has product that meets needs of Department and Local Board

- 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:

Previous contract Feb 10, 2009 - July 31, 2010, and satisfactorily completed contractual agreement.

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	tzehne1	04/07/2021 15:45:15 PM
Division Approval	aallen	04/07/2021 15:51:08 PM
Department Approval	aallen	04/07/2021 15:51:13 PM
Contract Manager Approval	tzehne1	04/07/2021 15:52:05 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: **19065** Amendment Number: **3**

Agency Name: **DETR - EMPLOYMENT SECURITY** Legal Entity Name: **MESA ENERGY SYSTEMS INC DBA**

Agency Code: **902** Contractor Name: **MESA ENERGY SYSTEMS INC DBA**

Appropriation Unit: **4771-07** Address: **EMCOR SERVICES MESA ENERGY INC**

Is budget authority available?: **Yes** City/State/Zip: **6295 S PEARL ST STE 1400**

If "No" please explain: Not Applicable Contact/Phone: **Tony Dyer 702/597-0314**

Vendor No.: **T27027115A**

NV Business ID: **NV20071267110**

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % ESD SPECIAL FUNDING</b>

Agency Reference #: **3078-20-ESD**

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/30/2017**

Anticipated BOE meeting date **05/2021**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **09/30/2021**Contract term: **4 years and 32 days**4. Type of contract: **Contract**  
Contract description: **HVAC MAINTENANCE**

## 5. Purpose of contract:

**This is the third amendment to the original contract which provides ongoing heating, ventilation and air conditioning maintenance to facilities located in Southern Nevada. This amendment increases the maximum from \$50,500 to \$70,500 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:	\$15,500.00	\$15,500.00	\$15,500.00	Yes - Info
a. Amendment 1:	\$15,000.00	\$15,000.00	\$30,500.00	Yes - Info
b. Amendment 2:	\$20,000.00	\$20,000.00	\$50,500.00	Yes - Action
2. Amount of current amendment (#3):	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
3. New maximum contract amount:	\$70,500.00			

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

**HVAC mechanical systems need to be maintained for longevity and effective operation of equipment.**

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

State employees do not have the expertise to perform these tasks.

9. Were quotes or proposals solicited? Yes

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

JOHNSON CONTROLS  
CARRIER CORPORATION  
EMCOR SERVICES DBA MESA ENERGY SYSTEMS

b. Solicitation Waiver: **Not Applicable**

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

One in a vendor pool.

d. Last bid date: 06/07/2017 Anticipated re-bid date: 06/01/2021

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

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

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

**No**

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

**No** If "Yes", please explain

Not Applicable

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

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 services to the Department of Employment, Training, and Rehabilitation since 2013.

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	carnol1	03/17/2021 08:41:44 AM
Division Approval	kdesoci1	03/31/2021 09:17:36 AM
Department Approval	kdesoci1	03/31/2021 09:17:40 AM
Contract Manager Approval	aallen	04/09/2021 11:20:17 AM
Budget Analyst Approval	dbaughn	04/09/2021 11:26:20 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: **23265**Amendment Number: **2**Agency Name: **DETR - EMPLOYMENT SECURITY**Legal Entity Name: **SMARTLING, INC.**Agency Code: **902**Contractor Name: **SMARTLING, INC.**Appropriation Unit: **4771-75**Address: **1375 Broadway Floor 14**Is budget authority available?: **Yes**City/State/Zip: **New York, NY 10018**

If "No" please explain: Not Applicable

Contact/Phone: **Kelly Klein 347-380-8699**Vendor No.: **T27043462**NV Business ID: **na**To what State Fiscal Year(s) will the contract be charged? **2020-2023**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % PENALTIES AND INTEREST</b>

Agency Reference #: **3401-23-ESD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/26/2020**Anticipated BOE meeting date **05/2021**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **04/30/2023**Contract term: **3 years and 35 days**4. Type of contract: **Contract**Contract description: **Spanish Translation**

5. Purpose of contract:

**This is the second amendment to the original contract which provides for the implementation of the technology investment and real-time Spanish to English and English to Spanish translation services for Spanish speaking Unemployment Insurance Claimants utilizing the online system. This amendment increases the maximum amount from \$209,620 to \$229,620 and adds additional hours to complete the implementation process.**

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$199,620.00	\$199,620.00	\$199,620.00	Yes - Action
a. Amendment 1:	\$10,000.00	\$10,000.00	\$10,000.00	Yes - Info
2. Amount of current amendment (#2):	\$20,000.00	\$20,000.00	\$30,000.00	Yes - Info
3. New maximum contract amount:	\$229,620.00			

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Spanish translation of online resources is required to serve a greater portion of Nevadans and is required by the Department of Labor.

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

State Employees do not have the resources or skills to perform this work.

9. Were quotes or proposals solicited? No

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not 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? 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 as a:

Foreign Corporation

**Pursuant to NRS 353.007(2) and 76.100(7)(b) this company is not required to register with the Secretary of State's Office or obtain a business license.**

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.

**Pursuant to NRS 353.007(2) and 76.100(7)(b) this company is not required to register with the Secretary of State's Office or obtain a business license.**

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	aallen	03/04/2021 13:49:13 PM
Division Approval	kdesoci1	03/16/2021 10:08:03 AM
Department Approval	kdesoci1	03/16/2021 10:08:14 AM



Contract Manager Approval	tzehne1	03/17/2021 14:40:45 PM
EITS Approval	daxtel1	03/19/2021 11:19:46 AM
Budget Analyst Approval	dbaughn	03/29/2021 16:28:03 PM

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: April 19, 2021

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

From: Natasha Kephart, Executive Branch Budget Officer  
Budget Division

Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

**DEPARTMENT OF MOTOR VEHICLES – COMPLETE STREETS PROGRAM**

Agenda Item Write-up:

Pursuant to NRS 482.1825, subsection 2, the Department of Motor Vehicles (DMV) shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents and that the money has been distributed as provided in statute. This is the 3rd quarter of State Fiscal Year 2021 report for the period beginning January 1, 2021 and ending March 31, 2021.

Additional Information:

The Nevada Complete Streets bill was designed to provide a local funding source for transportation improvements to make local streets "Complete Streets" – streets that are safe and inviting for people using all transportation modes – walkers, baby strollers, people using canes, people using wheelchairs, bicyclist, buses, trolleys – rather than just for cars and trucks.

During the 3rd quarter, the DMV collected a total of \$106,778.99 voluntary contributions for the Complete Streets Program. The following tables demonstrates the percent contributed by county alongside the previous 2nd quarter of this year and the same period last year:

REVIEWED: \_\_\_\_\_

INFO ITEM: \_\_\_\_\_

### Contributions

3rd Quarter			2nd Quarter			3rd Quarter		
FY 2021	Total Collected 3rd		FY 2021	Total 2nd Quarter		FY 2020	Total Collected 2nd	
By County	3rd Quarter	% of Total	By County	2nd Quarter	% of Total	By County	3rd Quarter	% of Total
Carson City	\$ 3,508.00	3.29%	Carson City	\$ 3,048.00	3.19%	Carson City	\$ 2,589.51	3.01%
Clark	\$ 83,436.00	78.14%	Clark	\$ 74,426.00	77.81%	Clark	\$ 67,705.00	78.63%
Douglas	\$ 3,140.99	2.94%	Douglas	\$ 3,150.00	3.29%	Douglas	\$ 2,266.00	2.63%
Washoe	\$ 16,694.00	15.63%	Washoe	\$ 15,032.00	15.71%	Washoe	\$ 13,548.00	15.73%
<b>Total</b>	<b>\$ 106,778.99</b>	<b>100.00%</b>	<b>Total</b>	<b>\$ 95,656.00</b>	<b>100.00%</b>	<b>Total</b>	<b>\$ 86,108.51</b>	<b>100%</b>

NRS 482.1825 subsection 3 authorizes the DMV to deduct and withhold 1% of the contributions collected to reimburse the Department for its expenses in collecting and distributing the contributions. After deducting \$1,067.79 for the 1% costs for DMV to administer the program, Clark County received \$82,601.64; Washoe County received \$16,527.06; Carson City received \$3,472.92; and Douglas County received \$3,109.58. The following tables demonstrates the percent of the DMV 1% commission by county alongside the previous 2<sup>nd</sup> quarter of this year and the same period last year:

### DMV Commission (1%)

3rd Quarter			2nd Quarter			3rd Quarter		
FY 2021	Total DMV 1% 3rd		FY 2021	Total 2nd Quarter		FY 2020	1% DMV	
By County	3rd Quarter	% of Total	By County	2nd Quarter	% of Total	By County	3rd Quarter	% of Total
Carson City	\$ 35.08	3.29%	Carson City	\$ 30.48	3.19%	Carson City	\$ 25.90	3.01%
Clark	\$ 834.36	78.14%	Clark	\$ 744.26	77.81%	Clark	\$ 677.05	78.63%
Douglas	\$ 31.41	2.94%	Douglas	\$ 31.50	3.29%	Douglas	\$ 22.66	2.63%
Washoe	\$ 166.94	15.63%	Washoe	\$ 150.32	15.71%	Washoe	\$ 135.48	15.73%
<b>Total</b>	<b>\$ 1,067.79</b>	<b>100.00%</b>	<b>Total</b>	<b>\$ 956.56</b>	<b>100.00%</b>	<b>Total</b>	<b>\$ 861.09</b>	<b>100%</b>

As required by subsection 2 of NRS 482.1825, the tables below summarize the monthly reports for the voluntary Complete Streets contributions collected by quarter pursuant to subsection 11 of NRS 482.480 for each participating county by the Department of Motor Vehicles for the period beginning January 1, 2021 and ending March 31, 2021.

FY21 Total	Carson City	Clark	Douglas	Washoe	FY21 Total	Total FY21
Donations	\$ 5,096	\$ 123,208	\$ 4,868	\$ 26,326	Donations	\$ 159,499
Registrations	\$ 38,394	\$ 742,245	\$ 42,352	\$ 204,946	Registrations	1,027,937
% of Registrations that Donate	13.27%	16.60%	11.50%	12.85%	Average %	13.55%

For FY21 3<sup>rd</sup> quarter, Clark County received on average 16.60% where Carson City received on average 13.27% of vehicle registrations donating.

The following table demonstrates the percentage of registrations that donated by quarter for fiscal year 2020:

FY20 Total	1st	2nd	3rd	4th
Donations	\$ 44,677	\$ 39,157	\$ 43,055	\$ 51,051
Registrations	\$ 328,979	\$ 285,134	\$ 283,394	\$ 262,008
% of Registrations that Donate	13.58%	13.73%	15.19%	19.48%

FY20 Total	Total FY20
Donations	\$ 177,940
Registrations	1,159,515
Average %	15.50%

**Uses:**

The uses reports from the local jurisdictions will be reported on a fiscal year basis and is anticipated for the May 2021 Board of Examiners meeting.

**Statutory Authority:**

NRS 482.1825