

Governor Steve Sisolak
Chairman

Amy Stephenson
Clerk of the Board



Attorney General Aaron D. Ford
Member

Secretary of State Barbara K. Cegavske
Member

STATE OF NEVADA BOARD OF EXAMINERS

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

PUBLIC MEETING NOTICE AND AGENDA

Date and Time: November 15, 2022, 10:00 AM

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

Video Conference Location: Grant Sawyer Building
555 East Washington Avenue, Suite 5100
Las Vegas, Nevada 89101

This meeting may be viewed on YouTube.
The link will not go live until 10:00 am.
<https://www.youtube.com/watch?v=v6Z-uGLcdSq>

Phone Conference Line: 775-321-6111 or 702-329-3435
Phone Conference ID: 206 007 080#

AGENDA

1. **Call to Order / Roll Call**
2. **Public Comment** The first public comment period is limited to comments on items on the agenda. No action may be taken upon a matter raised under this public comment period unless the matter itself has been specifically included on the agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. Public comment may be provided in person or via telephone. To provide public comment on an item on the agenda via telephone, dial 775-321-6111 or 702-329-3435. When prompted to provide the meeting ID, please enter 206 007 080#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.
3. **Approval of the October 11, 2022 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:
Office of the Military – Division of Emergency Management	1	\$47,783
Nevada Commission on Mineral Resources – Division of Minerals	2	\$105,413
Department of Public Safety – State Fire Marshal Division	1	\$50,528

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 Kim Perondi to manage the Commercial Recordings Division and to ensure a smooth transition to a new administration resulting from the 2022 election for the Secretary of State through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

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 Darlene Baughn to assist with completing the monthly State bank account reconciliation and setting up grant related job codes for the Office of the State Controller through Master Service Agreement #23927 with Marathon Staffing Group, Inc.

C. State Board of Pharmacy

Pursuant to NRS 333.705, subsection 1, the Board of Pharmacy requests authority to contract with former employee W. Brett Kandt, an employee of Kandt Law PLLC, to provide legal counsel and hearing officer services.

6. Request Approval of Proposed State Administration Manual Changes (For possible action)

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

SAM Chapter 0402 Agency Responsibility for Records

7. Request to Designate Positions in State Government as Critical Labor Shortages (For possible action)

A. Department of Corrections

Pursuant to NRS 286.523, the Nevada Department of Corrections requests retroactive approval of a Critical Labor Shortage designation for Correctional Officer positions in the Department's rural correctional facilities.

B. Department of Corrections

Pursuant to NRS 286.523, the Nevada Department of Corrections requests approval of a Critical Labor Shortage designation for Correctional Officer positions and Correctional Nursing positions in the Department's correctional facilities.

8. Request to Pay a Cash Settlement (For possible action)

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners may approve, settle, or deny any claim or action against the state, any of its agencies or any of its present or former officers, employees, immune contractors, or State Legislators.

Office of the Attorney General

Pursuant to NRS 353.264, the Office of the Attorney General requests the Board of Examiners to approve a payment from the Statutory Contingency Account in the amount of \$10,000,000 representing the first installment of the State's portion of a settlement with Donald Walden, Jr., et al. This approval will be contingent upon Interim Finance Committee approval of settlement funds.

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

Office of the Attorney General

Pursuant to NRS 353.268, the Office of the Attorney General requests the Board's recommendation to the Interim Finance Committee for an allocation of \$5,000,000 from the Interim Finance Committee Contingency Account to cover costs associated with the first installment of the State's portion of a settlement with Donald Walden, Jr., et al.

10. Approval of Proposed Leases (For possible action)

11. Approval of Proposed Contracts (For possible action)

12. Approval of Proposed Master Service Agreements (For possible action)

13. Information Item – Clerk of the Board Contracts

Pursuant to NRS 333.700, the Clerk of the Board may approve all contract transactions for amounts less than \$100,000. Per direction from the September 14, 2021 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$99,999). Attached is a list of all applicable approvals for contracts and amendments approved from September 20, 2022 through October 17, 2022.

14. Information Item Report

Department of Motor Vehicles – Complete Streets Program

Pursuant to NRS 482.1825, subsection 2, the Department of Motor Vehicles shall certify monthly to the 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 submittal reports program activities for the month of September for fiscal year 2023.

15. Public Comment This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon a matter raised under this public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. Public comment may be provided in person or via telephone. To provide public comment via telephone, dial 775-321-6111 or 702-329-3435. When prompted to provide the meeting ID, please enter 206 007 080#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.

16. Adjournment

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. A person may submit comments to be attached to the minutes of the meeting in writing three business days before the meeting date, in addition to testifying or in lieu of testifying. Written comments are limited to 2 pages. Written comments may be submitted electronically by email at dcastillo@finance.nv.gov. 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 Denice Castillo 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 dcastillo@finance.nv.gov. Supporting materials for this meeting are available at 209 E. Musser Street, Suite 200, Carson City, NV 89701 or by contacting Denice Castillo at (775) 684-0223 or by email at dcastillo@finance.nv.gov.

Agenda Posted at the Following Locations:

1. Blasdel Building, 209 E. Musser Street, Carson City, NV 89701
 2. Capitol Building, 101 North Carson Street, Carson City, NV 89701
 3. Legislative Building, 401 N. Carson Street, Carson City, NV 89701
 4. Nevada State Library & Archives, 100 North Stewart Street, Carson City, NV 89701
 5. Grant Sawyer Building, Capitol Police, 555 E. Washington, Las Vegas, NV 89101
- Posted on the Internet: <http://budget.nv.gov/Meetings/Meetings-new/> and <https://notice.nv.gov>

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Phone: (775) 684-0222 / Fax: (775) 684-0260
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MEETING MINUTES

Date and Time: October 11, 2022, 10:00 AM

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

Video Conference Location: Grant Sawyer Building
555 East Washington Avenue, Suite 5100
Las Vegas, Nevada 89101

MEMBERS PRESENT:

Governor Steve Sisolak
Secretary of State Barbara Cegavske
Attorney General Aaron Ford

STAFF PRESENT:

Amy Stephenson, Clerk of the Board
Rosalie Bordelove, Board Counsel
Denice Castillo, Board Secretary

OTHERS PRESENT:

Robbie Burgess, Division Administrator, Department of Administration

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 October 11, 2022 to order. If I could ask the Clerk to take the roll, please.

Clerk of the Board: Good morning. Governor Sisolak?

Governor: Here.

Clerk of the Board: Secretary of State Cegavske?

Secretary of State: I'm here.

Clerk of the Board: Attorney General Ford?

Attorney General: Here.

Clerk of the Board: Let the record reflect we have a quorum.

2. Public Comment The first public comment period is limited to comments on items on the agenda. No action may be taken upon a matter raised under this public comment period unless the matter itself has been specifically included on the agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. Public comment may be provided in person or via telephone. To provide public comment on an item on the agenda via telephone, dial 775-321-6111 or 702-329-3435. When prompted to provide the meeting ID, please enter 868 168 179#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.

Governor: Moving on to item number 2, *Public Comment*. This is the first time set aside for public comment. Anyone wishing to address the Board on any item on today's agenda, please step forward, identify yourself for the record, and comments will be limited to three minutes. All these people and no public comment. Do we have any public comment in Las Vegas?

Rosalie Bordelove: No, Governor, we do not.

Governor: Do we have any written or telephonic public comment?

Clerk of the Board: We do not.

Governor: Closing public comment.

3. Approval of the September 13, 2022 Meeting Minutes (For possible action)

Governor: Moving on to item 3, *Approval of the September 13, 2022 Meeting Minutes*. Do we have a motion on the minutes?

Attorney General: Move 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.

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 Public Safety – Nevada Highway Patrol Division	10	\$496,283
Department of Conservation and Natural Resources – Division of Environmental Protection	1	\$37,678
Department of Wildlife – Law Enforcement Division	4	\$233,506
Department of Wildlife – Game Management Division	3	\$134,042
Department of Wildlife – Conservation Education Division	1	\$65,577
Department of Wildlife – Habitat Division	3	\$131,179
Department of Administration – Fleet Services Division	22	\$1,017,540

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

Clerk of the Board: There are seven requests under this agenda item. Would you like to take these items together or separately?

Governor: Together is fine.

Clerk of the Board: The first request is from the Department of Public Safety, Nevada Highway Patrol Division to purchase 10 replacement vehicles for an amount not to exceed \$496,283. The vehicles being replaced, have met the age and/or mileage requirements in State Administrative Manual (SAM) and funds are available for this purchase.

The second request is from the Department of Conservation and Natural Resources, Division of Environmental Protection to purchase a replacement vehicle for an amount not to exceed \$37,678. The vehicle being replaced has met the age and/or mileage requirements in SAM and funds are available for this purchase.

The third request is from the Department of Wildlife, Law Enforcement Division to purchase four replacement vehicles for an amount not to exceed \$233,506. The vehicles being replaced have met the age and/or mileage requirements in SAM and funds are available for this purchase.

The fourth request is from the Department of Wildlife, Game Management Division to purchase three replacement vehicles for an amount not to exceed \$134,042. The vehicles being replaced have met the age and/or mileage requirements in SAM and funds are available for this purchase.

The fifth request is from the Department of Wildlife, Conservation Education Division to purchase a replacement vehicle for an amount not to exceed \$65,577. The vehicle being replaced has met the age and/or mileage requirements in SAM and funds are available for this purchase.

The sixth request is from the Department of Wildlife, Habitat Division to purchase three replacement vehicles for an amount not to exceed \$131,179. The vehicles being replaced have met the age and/or mileage requirements in SAM and funds are available for this purchase.

The final request is from the Department of Administration, Fleet Services Division to purchase 22 new vehicles for an amount not to exceed \$1,017,540. Are there any questions on these items?

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

Secretary of State: I do, on number seven, Governor. I just wonder, will there be some after-purchase reporting to the Board, since there would be no details of the individual purchases? Thank you for your responses and working with my staff on all of this.

Robbie Burgess: For the record, Robbie Burgess, Administrator for the Fleet Services Division. Good morning, Governor. To answer your question, Madam Secretary, we will provide purchase orders and bills of sale to the Board, if you require that, we could supply that, yes.

Secretary of State: Thank you. That would be helpful because then we could see the additional equipment and see what was purchased, if that would be acceptable to my colleagues. I would appreciate that.

Governor: That would be fine. You can forward that to all of us.

Do we have a motion on item number 4?

Secretary of State: We'll approve all of them with number seven with the details of the after-purchase reporting to the Board, so that we can see what additional equipment was needed and what purchased.

Governor: That's great. They will provide that. Is there any discussion on that motion? Hearing and seeing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

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

Office of the Secretary of State

Pursuant to NRS 333.705, subsection 4, the Office of the Secretary of State seeks a favorable recommendation regarding the Office's determination to use the emergency provision to contract with former employee Kim Perondi to manage the Commercial Recordings Division through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

Governor: Item number 5, *Authorization for an Emergency Contract with a Current and/or Former State Employee*.

Clerk of the Board: There is one request under agenda item number 5. This request is from the Office of the Secretary of State. They are seeking a favorable recommendation from the Board on their use of the emergency provisions to contract with a former employee. The office contracted through Manpower for the period of July 18, 2022 through November 18, 2022 to manage the Commercial Recordings Division. Are there any questions on this item?

Governor: No questions. Does anybody have any questions or a motion?

Attorney General: Move approval.

Governor: We have a motion for approval. Is there any discussion on that motion? Seeing and hearing none. All in favor, signify by saying aye. Are any opposed? The motion passes.

6. 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 Mary Siders to provide technical scientific support and assist staff during the adoption of surface water quality standards for the Department of Conservation and Natural Resources, Division of Environmental Protection through Master Service Agreement #23927 with 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 Paige Menicucci to assist with technical and administrative support for the Laboratory Certification Program within the Bureau of Safe Drinking Water for the Department of Conservation and Natural Resources, Division of Environmental Protection 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 Deborah Ann Huff to provide training on Advanced Roadside Impaired Driving Enforcement in the basic training academy and assist in the Drug Recognition Expert course for the Department of Public Safety, Office of Traffic Safety through Master Service Agreement #23927 with Marathon Staffing Group, Inc.

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 Susan Brown to provide assistance with preparing the Governor's Recommended budget for the Governor's Finance Office through Master Service Agreement #23928 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: There are four requests under agenda item number 6 from the Department of Administration, Purchasing Division. Item A requests authority to contract with the former employee to provide technical, scientific support and assist staff during the adoption of surface water quality standards for the Department of Conservation and Natural Resources, Division of Environmental Protection. This individual will be employed on a part-time basis through Marathon Staffing Group from October 15, 2022 through March 15, 2023.

Item B requests authority to contract with a former employee to assist with technical and administrative support for the laboratory certification program with the Bureau of Safe Drinking Water for the Department of Conservation and Natural Resources, Division of Environmental Protection. This individual will be employed on a part-time basis through Marathon Staffing Group upon Board approval through June 30, 2023.

Item C requests authority to contract with a former employee to provide training on advanced roadside impaired driving enforcement in the basic training academy and assists in the drug recognition expert course for the Department of Public Safety, Office of Traffic Safety. This individual will be employed on a part-time basis through Marathon Staffing Group from October 12, 2022 through September 13, 2024.

Item D requests authority to contract with a former employee to aid with preparing the Governor's recommended budget for the Governor's Finance Office. This individual will be employed on a part-time basis through Manpower from November 1, 2022 through June 30, 2023. Are there any questions on these items?

Governor: Do we have any questions on these authorizations – the contracts for A, B, C or D?

Attorney General: Not here, move 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.

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

A. Department of Conservation & Natural Resources – Division of Water Resources

Pursuant to NRS 532.230, the Division requests the Board's recommendation to the Interim Finance Committee for an allocation of \$250,000 from the Interim Finance Committee Contingency Account to restore funds in the Account for the Channel Clearance, Maintenance, Restoration, Surveying and Monumenting Program for channel clearance activities.

B. Department of Conservation & Natural Resources – Division of Water Resources

Pursuant to NRS 353.268, the Division requests the Board's recommendation to the Interim Finance Committee for an allocation of \$17,237 from the Interim Finance Committee Contingency Account to cover costs associated with the repair and maintenance of the South Fork Dam.

C. Office of the Military – Division of Emergency Management

Pursuant to NRS 353.268, the Division requests the Board's recommendation to the Interim Finance Committee an allocation of \$305,195 from the Interim Finance Committee Contingency Account to cover costs associated with providing supplemental security and enhance healthcare system availability to Clark County during the upcoming New Year's Eve celebrations/activities.

Governor: Item number 7, *Request for a Recommendation of Approval to the Interim Finance Committee (IFC) for an Allocation Amount from the Contingency Account.*

Clerk of the Board: There are three items under agenda item number 7 for a positive recommendation to the Interim Finance Committee pursuant to NRS 353.268 for an allocation from the IFC Contingency Account. The current balance in the account is approximately \$9.2 million. If all of these items are approved, the remaining balance would be approximately \$8.6 million. Would you like to take these items together, sir?

Governor: Please.

Clerk of the Board: Item A is from the Department of Conservation and Natural Resources, Division of Water Resources for an allocation of \$250,000 from the Interim Finance Committee Contingency Account to restore funds in the account for the Channel Clearance, Maintenance, Restoration, Serving and Monumenting program for channel clearance activities.

Item B is from the Department of Conservation and Natural Resources, Division of Water Resources for an allocation of \$17,237 from the Interim Finance Committee Contingency Account to cover costs associated with the repair and maintenance of the South Fork Dam.

Item C is from the Office of the Military, Division of Emergency Management for an allocation of \$305,195 from the Interim Finance Committee Contingency Account to cover costs associated with providing supplemental security and enhanced health care system availability to Clark County during the upcoming New Year's Eve celebrations and/or activities. Are there any questions on these items?

Governor: Do we have any questions on any of these item 7-A, B or C?

Secretary of State: Not here, Governor.

Governor: Do I have a motion?

Attorney General: Move approval.

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

8. Approval of Proposed Leases (For possible action)

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

Clerk of the Board: There are four leases under agenda item number 8 for approval by the Board. Each is to extend the existing lease. Are there any questions on these items?

Governor: We have a motion on this item, number 8?

Attorney General: I move approval.

Governor: We have a motion for approval. Any 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 Contracts (For possible action)

Governor: Item number 9, *Approval of Proposed Contracts*.

Clerk of the Board: There are 26 contracts under agenda item number 9 for approval by the Board. Are there any questions on these items?

Governor: Any questions on any of the contracts?

Attorney General: Move approval, 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.

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

Governor: Item number 10, *Approval of Proposed Master Service Agreements*.

Clerk of the Board: There are 21 Master Service Agreements under agenda item number 10 for approval by the Board today. Are there any questions on these items?

Governor: Do we have any questions or a motion on item number 10?

Attorney General: Move 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.

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 \$100,000. Per direction from the September 14, 2021 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$99,999). Attached is a list of all applicable approvals for contracts and amendments approved from August 24, 2022 through September 19, 2022.

Governor: Item number 11 is an information item.

Clerk of the Board: There are 44 contracts over \$10,000 and under the \$100,000 threshold that were approved by the Clerk of the Board between August 24, 2022 and September 19, 2022. This item is informational. Are there any questions on these items?

Governor: I don't. Are there any questions?

Secretary of State: None.

Attorney General: None here.

12. Information Item Report

Department of Motor Vehicles – Complete Streets Program

Pursuant to NRS 482.1825, subsection 2, the Department of Motor Vehicles shall certify monthly to the 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 submittal reports program activities for the month of August for fiscal year 2023.

Governor: Item number 12, *Department of Motor Vehicles, Complete Streets Program*.

Clerk of the Board: There is one informational report under agenda item number 12 from the Department of Motor Vehicles on the voluntary contributions collected by the county pursuant to Nevada Revised Statute (NRS) 482.480, known as the Complete Streets Program for the month ending August 31, 2022. Would you like me to go into further detail of this report?

Governor: No, that's fine. Would anybody want more details?

Secretary of State: No, Governor.

Attorney General: No sir.

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 this public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. Public comment may be provided in person or via telephone. To provide public comment via telephone, dial 775-321-6111 or 702-329-3435. When prompted to provide the meeting ID, please enter 868 168 179#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.

Governor: Move on to item number 13, *Public Comment*. This is the second time set aside for public comment. Anyone wishing to address the Board on any item under our purview, please step forward, identify yourself for the record. Comments will be limited to three minutes. Seeing no one. Do we have anyone in Las Vegas?

Rosalie Bordelove: No, Governor, we do not.

Governor: Do we have any written or telephonic public comment?

Clerk of the Board: We do not.

Governor: Closing public comment.

14. Adjournment

Governor: We are adjourned. Thanks everybody.



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

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

Date: October 10, 2022
To: Amy Stephenson, Clerk of the Board
Governor's Finance Office
From: Budd Milazzo, Executive Branch Budget Officer
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF THE MILITARY –
DIVISION OF EMERGENCY MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 334.010, the Department of the Military, Division of Emergency Management requests approval to purchase one replacement vehicle for a total amount not to exceed \$47,783 during fiscal year 2023.

Additional Information:

The division is requesting to purchase one replacement vehicle authorized during the 2021 Legislative session with decision unit E711 within budget account 3673. This request replaces one agency owned vehicle that has reached the identified age for replacement. The Division of Emergency Management utilizes five agency owned vehicles for the primary purpose of response and transport throughout the state during an emergency.

Decision unit E711 is authorized for \$46,424 while the actual cost of the new vehicle will be \$47,783. The division will process a work program for \$1,359 utilizing Category 04 Operating Expenses for this amount.

Statutory Authority:
NRS 334.010

REVIEWED: 10/12/22 *JH*

ACTION ITEM: _____



Nevada Division of Emergency Management / Homeland Security

Prevent • Protect • Mitigate • Respond • Recover

Date: October 11, 2022
To: Budd Milazzo, Executive Branch Budget Officer
Governor's Finance Office, Budget Division
From: Jared Franco, ASO III
Division of Emergency Management
Subject: STATE VEHICLE PURCHASE

Pursuant to NRS 334.10 the Department of Military, Division of Emergency Management is requesting the Board of Examiners approval to purchase one replacement vehicle during fiscal year 2023.

The division is requesting to purchase one replacement vehicle authorized for the 2021-2023 biennium with decision unit E711 for budget account 3673 in the amount of \$46,424. The final cost of the vehicle is \$47,783. This request replaces one agency owned vehicle that has reached the identified age for replacement as per SAM 1316. The Division of Emergency Management utilizes five agency owned vehicles for the primary purpose of response and transport throughout the state during an emergency.


Decision unit E711 is authorized for \$46,424 while the actual final cost of the new vehicle will be \$47,783. This is due to the large increase on all new vehicles. Upon approval the division will process a work program for \$1,359 utilizing savings from Category 04 Operating Expenses.

:

OCT 05 2022

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

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Agency Name: Division of Emergency Management	Budget Account #: 3673
Contact Name: Judith Lyman ASO I	Telephone Number: 775-687-0316
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information: Number of vehicles requested: <u>1</u> Amount of the request: <u>47,782.05</u> Is the requested vehicle(s) new or used: <u>new</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Chevrolet Tahoe SUV, 4WD, 4dr Mission of the requested vehicle(s): The Division of Emergency Management utilizes agency owned vehicles for the primary purpose of response and transport throughout the state during an emergency.	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: 3673-E711 If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</u> Replacement(s)	
Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain. No, exempt per NAC486A.135 - vehicle is used for emergency response.	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2008 Odometer Reading: 90,283 Type of Vehicle: Dodge Durango SUV Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced. YES If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  _____ Agency Appointing Authority </div> <div style="text-align: center;"> Division Administrator, Homeland Security _____ Title </div> <div style="text-align: center;"> 4 OCT 22 _____ Date </div> </div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> _____ Board of Examiners </div> <div style="width: 45%;"> _____ Date </div> </div>	

Revised 1/2020

Vehicle Order Information Form

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

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	CK10706 2023 Chevrolet Tahoe 4WD 4dr		
Dealer Name:	Michael Hohl Motors		
Delivery Location:	Carson City, NV		
Vehicle Colors:	Exterior: Summit White	Interior: Jet Black	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$48,550.00	\$48,550.00
SPECIFY OPTIONS: (description)			
Remote Start	1	\$300.00	
Destination Charges	1	\$1,795.00	
GM Bid Assist	1	\$(7,250.00)	
NV 1% Mandatory Admin Fee	1	\$472.00	
Less Customer Discount	1	\$3,885.80	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options			\$47,752.80
DMV Title and DRS Fee's		\$29.25	\$47,782.05
GRAND TOTAL:			\$47,782.05

Registered Owner:	Agency Name & Address: State of Nevada Division of Emergency Management 2478 Fairview Drive Carson City, NV 89701
Legal Owner:	Agency Name & Address: State of Nevada Division of Emergency Management 2478 Fairview Drive Carson City, NV 89701
County Vehicle Based In:	Carson City
Name & Phone of Person to contact when vehicle is ready for delivery:	Judith Lyman 775-687-0316 or Sherrean Whipple 775-687-0300



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

NV DIV OF EMERGENCY MANAGEMENT

Prepared For: DAVID FOGERSON

775-229-2971

JLYMAN@DEM.NV.GOV

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial





MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Quote: New Quote 5W4 HOMELAND SEC

Quote Worksheet

	MSRP
Base Price	\$48,550.00
Dest Charge	\$1,795.00
Total Options	\$300.00
Subtotal	\$50,645.00
GM BID ASSIST	(\$7,250.00)
NV 1% MANDATORY ADMIN FEE	\$472.00
Subtotal Pre-Tax Adjustments	(\$6,778.00)
Less Customer Discount	\$3,885.80
Subtotal Discount	\$3,885.80
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$47,752.80
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
TITLE TRANSFER	\$28.25
Subtotal Post-Tax Adjustments	\$28.25
Total Sales Price	\$47,781.05

Comments:

DAVE AND JUDITH- HERE IS THE SSV TAHOE. THIS IS BUILT AND IN TRANSIT. I ONLY HAVE 2 OF THESE AVAILABLE FOR GOVERNMENT. PLEASE LET ME KNOW AS SOON AS POSSIBLE. A VERBAL IS FINE, WE CAN CATCH UP TO THE PO.

Dealer Signature / Date

Customer Signature / Date

IP At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 17515. Data Updated: Sep 20, 2022 6:51:00 PM PDT.



MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Quote: New Quote 5W4 HOMELAND SEC

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2023 Chevrolet Tahoe 4WD 4dr Commercial	\$48,550.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

SUSPENSION PKG

CODE	DESCRIPTION	MSRP
ZW7	Suspension Package, Premium Smooth Ride	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
NC7	Emissions override, Federal	\$0.00
YF5	Emissions, California state requirements	\$0.00

ENGINE


CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHU	Transmission, 10-speed automatic	Inc.

GVWR

CODE	DESCRIPTION	MSRP
C6H	GVWR, 7500 lbs. (3402 kg)	\$0.00

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MICHAEL HOHL MOTORS

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (☒ Complete)

Quote: New Quote 5W4 HOMELAND SEC

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group	\$0.00

WHEEL TYPE

CODE	DESCRIPTION	MSRP
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE


CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen	\$0.00

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MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (☒ Complete)

Quote: New Quote 5W4 HOMELAND SEC

ADDITIONAL EQUIPMENT - PACKAGE


CODE	DESCRIPTION	MSRP
5W4	Identifier for Special Service vehicle	\$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Capless Fuel Fill	Inc.
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.
KX4	Alternator, 250 amps	Inc.
RC1	Skid plate, front	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
—	Exterior ornamentation delete	Inc.
RM7	Wheel, full-size spare 17" x 8" (43.2 cm x 20.3 cm) steel	Inc.
V53	Luggage rack side rails, delete	Inc.
VK3	License plate front mounting package	\$0.00
WUA	Fascia, front high-approach angle	Inc.

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MICHAEL HOHL MOTORS

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Quote: New Quote 5W4 HOMELAND SEC

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
—	Instrumentation, analog	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.
ATD	Seat delete, third row passenger	Inc.
AX2	Key, unique	Inc.
BCV	Lock control, driver side auto door lock disable	Inc.
BTB	Remote start	\$300.00
VZ2	Speedometer calibration	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
—	Seat belts, 3-point, all seating positions	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
—	Protected idle	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.
VQ2	Fleet processing option	\$0.00
VXT	Incomplete vehicle	Inc.
Options Total		\$300.00

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MICHAEL HOHL MOTORS

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Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Quote: New Quote 5W4 HOMELAND SEC

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

MSRP:\$48,550.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White


Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10706	[Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$48,550.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
5W4	Identifier for Special Service vehicle	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.
ATD	Seat delete, third row passenger	Inc.
AX2	Key, unique	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BCV	Lock control, driver side auto door lock disable	Inc.
BTV	Remote start	\$300.00
C6H	GVWR, 7500 lbs. (3402 kg)	\$0.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00

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MICHAEL HOHL MOTORS

TERRY ROUDA | 806-474-6654 | terry.rouda@michaelhohl.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Quote: New Quote 5W4 HOMELAND SEC

IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen		\$0.00
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
NC7	Emissions override, Federal		\$0.00
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum		\$0.00
QDF	Tires, 265/65R18SL all-season, blackwall		\$0.00
RC1	Skid plate, front	Inc.	
RM7	Wheel, full-size spare 17" x 8" (43.2 cm x 20.3 cm) steel	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V53	Luggage rack side rails, delete	Inc.	
VK3	License plate front mounting package		\$0.00
VQ2	Fleet processing option		\$0.00
VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
YF5	Emissions, California state requirements		\$0.00
ZW7	Suspension Package, Premium Smooth Ride		\$0.00
—	Capless Fuel Fill	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Instrumentation, analog	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	

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Data Version: 17515. Data Updated: Sep 20, 2022 6:51:00 PM PDT.



Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: New Quote 5W4 HOMELAND SEC

—	Seat belts, 3-point, all seating positions	Inc.
—	Protected idle	Inc.
SUBTOTAL		\$48,850.00
Adjustments Total		\$0.00
Destination Charge		\$1,795.00
TOTAL PRICE		\$50,645.00

FUEL ECONOMY

Est City:14 (2022) MPG

Est Highway:20 (2022) MPG

Est Highway Cruising Range:480.00 mi

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Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: October 6, 2022
To: Amy Stephenson, Clerk of the Board
Governor's Finance Office
From: Dustin Speed, Executive Branch Budget Officer DS
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

NEVADA COMMISSION ON MINERAL RESOURCES – DIVISION OF MINERALS

Agenda Item Write-up:

Pursuant to NRS 334.010, the Division of Minerals requests approval to purchase two replacement vehicles for a total amount not to exceed \$105,413 during fiscal year 2023.

Additional Information:

The division is requesting to purchase two replacement vehicles to replace two Abandoned Mine Lands Program field trucks used to inventory and secure abandoned mines. The division was legislatively approved for the replacement of two vehicles, one in each year of the 21-23 biennium in decision unit E711.

Due to a national vehicle shortage, the division was unable to purchase a replacement vehicle in fiscal year 2022. Those funds will be balanced forward into fiscal year 2023 through work program C61684.

Statutory Authority:

NRS 334.010

REVIEWED: LA

ACTION ITEM: _____



STEVE SISOLAK
Governor

STATE OF NEVADA
COMMISSION ON MINERAL RESOURCES
DIVISION OF MINERALS
400 W. King Street, Suite 106
Carson City, Nevada 89703
(775) 684-7040 • Fax (775) 684-7052
<http://minerals.nv.gov/>



MICHAEL VISHER
Administrator

Las Vegas Office: 375 E. Warm Springs Rd. #205, Las Vegas, NV 89119
Phone: (702) 486-4343; Fax: (702) 486-4345

MEMORANDUM

Date: October 13, 2022

To: Dustin Speed, Executive Branch Budget Officer
Governor's Finance Office, Budget Office

From: Robert Ghiglieri, Deputy Administrator
Nevada Division of Minerals



Re: Board of Examiners Request for Vehicle Purchase Approval

The Division is requesting approval from the Board of Examiners to purchase two replacement vehicles for the Abandoned Mine Lands Program. The vehicles being replaced meet the vehicle replacement policy under section 1316 in Nevada State Administrative Manual. The budget account for the vehicle replacements is 4219 Category 18, Abandoned Mine Lands Support for a total cost of \$105,413.02.

Currently CAT 18 has \$150,647.07 in authority and WP61684 is adding \$42,157.00 in additional expenditure authority for a total authority of \$192,804.07. The Division of Minerals is requesting this item be placed on the November 15th Board of Examiners meeting agenda.

Thank you.

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

Agency Name: Division of Minerals		Budget Account #: 4219	
Contact Name: Rob Ghiglieri		Telephone Number: 775-684-7048	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information: Number of vehicles requested: 2 Amount of the request: \$105,413.02 Is the requested vehicle(s) new or used: New Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Pick up The two pick up trucks requested are replacements of Abandoned Mission of the requested vehicle(s): Mine Lands Program field trucks used to inventory and secure abandoned mines statewide required under NRS & NAC 513			
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: E711 and WP61684 If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 2 Replacement(s)			
Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain. Yes			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2011 Odometer Reading: 98,501 Type of Vehicle: GMC Sierra 2500 Vehicle #2 Model Year: 2012 Odometer Reading: 102,737 Type of Vehicle: GMC Sierra 2500		Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced. Yes, both vehicles meet the 10 year replacement rule If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. N/A	
<i>Please attach an additional sheet if necessary</i>			
APPOINTING AUTHORITY APPROVAL: <div> Agency Appointing Authority</div> <div> Deputy Administrator</div> <div>10/4/2022 Date</div>			
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase <div>Board of Examiners</div> <div>Date</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.

Vehicle Item No., Make, Model & No.:	2023 Ford F-150 XL		
Dealer Name:	Capital Ford		
Delivery Location:	Capital Ford 3660 S Carson St, Carson City, NV 89701		
Vehicle Colors:	Exterior: OXFORD WHT	Interior: MD DK SLATE	X Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	2	\$ 48,225	\$96,450
SPECIFY OPTIONS: (description)			
Equipment Group 102A	2	\$385	\$770
3.5L V6 Ecoboost	2	\$740	\$1,480
Black Platform Running Boards	2	\$250	\$500
Auto stop-start removal	2	\$-50	\$-100
Max Trailer Tow Package	2	\$2215	\$4,430
FX4 Off-Road Package	2	\$1,095	\$2,190
Heavy-Duty Payload Package	2	\$1,695	\$3,390
Bedliner-Tough-Bed Sprayin	2	\$595	\$1,190
XL DISCOUNT	2	\$-750	\$-1,500
Documentary Fee	1	\$199.50	\$399
License Fees	2	\$28.25	\$56.50
DELIVERY COST: (If other than Reno\Carson or Las Vegas)	2	\$1,795	\$3,590

Total purchase price with options			\$112,390
Discount	2	\$-3,716.24	\$-7,432.48
Document Fee	2	\$199.50	\$399
DMV Title	2	\$28.25	\$56.50
GRAND TOTAL:			\$105,413.02

Registered Owner:	Agency Name & Address: NEVADA DIVISION OF MINERALS 400 W. King St. Suite 106, Carson City, Nevada 89703
Legal Owner:	Agency Name & Address: NEVADA DIVISION OF MINERALS 400 W. King St. Suite 106, Carson City, Nevada 89703
County Vehicle Based In:	CARSON CITY
Name & Phone of Person to contact when vehicle is ready for delivery:	Robert Ghiglieri 775-684-7048

Capital Ford

3660 South Carson Street
Carson City, NV 89701

(775) 882-5353

www.capitalfordonline.com

BUYER Customer #:

NEVADA DIVISION OF MINERALS

CO-BUYER

Deal #: 50832

Stock #:

Deal Type: Retail

Deal Date: 09/26/2022

Print Time: 12:41pm

Home #:

Home #:

Work #:

Work #:

Salesperson: MARC J CAVIGLIA

Cell #:

Cell #:

Email:

Email:

VEHICLE

Stock #:

Description:

Color:

VIN:

Mileage:

2023 FORD F150

TRADE

(51495) state contract

MSRP:	\$	56,195.00	AFTERMARKETS	
Sale Price:	\$	52,478.76		
Net Sale Price:	\$	52,478.76	$\times 2 = 104,957.52$	
Documentary Fee:	\$	199.50	$\times 2 = 399$	
State & Local Taxes:	\$	0.00		
Total License and Fees:	\$	28.25	$\times 2 = 56.50$	
Total Trade Allowance:	\$	0.00		
Total Trade Payoff:	\$	0.00		
Cash Down Payment:	\$	0.00	Total Aftermarkets:	\$ 0.00
Total Financed Aftermarkets:	\$	0.00		
Service Agreement:	\$	0.00	Rate:	
Maintenance Agreement:	\$	0.00	Amount Financed:	\$ 0.00
GAP Insurance:	\$	0.00		
Unpaid Balance:	\$	52,706.51	$\times 2 = 105,413.02$	

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer: Our dealership has implemented safeguards to protect your non-public personal information from theft, illegal use and from telemarketing companies that buy information. Our practices follow ALL federal, state and local rules governing privacy and it applies to individuals who are our consumers and customers in connection with financial services, such as leases and installment purchases of vehicles. Upon completion of the sales process you will be provided a thorough copy of our privacy policy for review. You may also request a copy of our policy from a manager.



Preview Order 2095 - W1E - 4x4 SuperCrew: Order Summary Time of Preview: 10/04/2023 12:34:07

Dealership Name: Capital Ford

Dealer Rep: Matt Coughlin
Customer Name: M O Minerals

Sales Code: F7525

2095

Order Code
Price Level 375

F-150

Vehicle Line
Model Year 2023

Type
Priority Code 10

DESCRIPTION

F150 4X4 SUPERCREW - 157

157 INCH WHEELBASE

OXFORD WHITE

CLOTH 40/CONSOLE/40

MEDIUM DARK SLATE

EQUIPMENT GROUP 102A

.XL SERIES

.FORD CO-PILOT 360 2.0

.PRIVACY GLASS

.REAR-WINDOW DEFROSTER

.SYNC 4 W/ENHANCED VOICE RECOGN

.SIRIUS XM 147/360L

.3.5L V6 ECOBOOST

ELEC TEN-SPEED AUTO W/TOW MODE

7850P GVWR PACKAGE

CV LOT MANAGEMENT

FRONT LICENSE PLATE BRACKET

TOTAL BASE AND OPTIONS

XL DISCOUNT

TOTAL

MSRP	DESCRIPTION	Vehicle Line	Model Year	MSRP
\$48225	BLACK PLATFORM RUNNING BOARDS			\$48225
\$0	50 STATE EMISSIONS			\$0
\$0	AUTO START-STOP REMOVAL			\$0
\$0	MAX TRAILER TOW PACKAGE			\$2215
\$0	INTEGRATED TRAILER BRAKE CONT			\$0
\$385	F24 OFF-ROAD PACKAGE			\$1695
\$0	.SKID PLATES			\$0
\$0	HEAVY-DUTY PAYLOAD PACKAGE			\$1695
\$0	1765/70R18C BSW ALL-TERRAIN			\$0
\$0	3.73 ELECTRONIC LOCK RE AXLE			\$0
\$0	.18" SILVER ALUMINUM WHEELS			\$0
\$0	.EXTENDED RANGE 36GAL FUEL TANK			\$0
\$722	REMARKS TRAILER			\$0
\$0	BEDLINER-TOUGHBED SPRAY-IN ACCY			\$195
\$0	FUEL CHARGE			\$0
\$0	PRICED DORA			\$0
\$0	DESTINATION & DELIVERY			\$1795

MSRP
\$56945
5-750
\$58195

Customer Name
Customer Address

Customer Email

Customer Phone

Customer Signature

Date
This is not an invoice.



Preview Order 3096 - WIE - 4x4 SuperCrew Order Summary Time of Preview 10/04/2022 12:34:52

Dealership Name: Capital Ford

Dealer Rep: Marc Caglia
Customer Name: N Of minerals

Sales Code: F72525

1096

Order Code
Price Level 315

F-150

Model Year 2023

Type
Priority Code 10

Retail

Vehicle Line

DESCRIPTION

F150 4X4 SUPERCREW - 157

157 NCH WHEELBASE

OXFORD WHITE

CLOTH 60/CONSOLE/40

MEDIUM DARK SLATE

EQUIPMENT GROUP 102A

XL SERIES

FORD CO PLOT 360 2.0

PRIVACY GLASS

REAR WINDOW DEFROSTER

SYNC 4 W/ENHANCED VOICE RECOGN

SIR US XM W/ 360L

3.5L V6 ECOBOOST

F-150 TEN-SPEED AUTOMATIC TOW MODE

7850# GVWR PACKAGE

CVT MANAGEMENT

FRONT LICENSE PLATE BRACKET

TOTAL BASE AND OPTIONS

XL DISCOUNT

TOTAL

MSRP

\$48275

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

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Customer Name:
Customer Address

Customer Email

Customer Phone

Customer Signature

Date
This is not an invoice.

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: October 10, 2022
To: Amy Stephenson, Clerk of the Board
Governor's Finance Office
From: Dustin Speed, Executive Branch Budget Officer *DS*
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF PUBLIC SAFETY- FIRE MARSHAL DIVISION

Agenda Item Write-up:

Pursuant to NRS 334.010, the Fire Marshal Division requests approval to purchase one replacement vehicle for a total amount not to exceed \$50,528 during fiscal year 2023.

Additional Information:

The division is requesting to increase the vehicle request amount approved at the February 2022 Board of Examiners meeting by \$3,810 from \$46,718 to \$50,528. Since the approval in February, the division learned the approved vehicle quote is no longer applicable. The division was able to find a new vehicle, but at a higher cost of \$50,528. Work program C59628 balanced forward funds from fiscal year 2022 to 2023 to pay for the vehicle costs.

Statutory Authority:

NRS 334.010

REVIEWED: LA

ACTION ITEM: _____

Steve Sisolak
Governor



George Togliatti
Director

Sheri Brueggemann
Deputy Director

Nevada State Fire Marshal Division


Mike Dzyak
State Fire Marshal

Stewart Facility
107 Jacobsen Way
Carson City, Nevada 89711
Telephone (775) 684-7501 - Fax (775) 684-7518

Memorandum

DATE: August 25, 2022

TO: Dustin Speed, Executive Branch Budget Officer
Governor's Finance Office, Budget Division

FROM: Brandi Salisbury, Management Analyst 3 
Department of Public Safety, Fire Marshal


SUBJECT: Request to Purchase Vehicle

The State Fire Marshal Division (SFM) is requesting to increase the BOE approved vehicle amount by \$3,810 from \$46,718 to \$50,528.

SFM was approved for a vehicle replacement at the February BOE meeting for an amount not to exceed \$46,718. Since then, we have learned that the approved vehicle quote is no longer available, but the Division was able to find a new vehicle at a slightly higher cost.

If you have any questions, please feel free to contact me.

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

Agency Name: DPS - State Fire Marshal Division	Budget Account #: 3816
Contact Name: Brandi Salisbury	Telephone Number: 775-684-7509
<p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>1</u> Amount of the request: <u>\$50,528</u></p> <p>Is the requested vehicle(s) new or used: <u>New</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: (1) 2023 Expedition</p> <p>Mission of the requested vehicle(s):</p>	
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded: <small>No additional general funds are requested. Work program C57405 has been approved utilizing budget savings in the Personnel Services Category to help fund this request.</small>
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> 1 Replacement(s)	
Does the requested vehicle(s) comply with requirements pursuant to SAM 1314? If not, please explain. Yes	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2008 Odometer Reading: 125,003 Type of Vehicle: Pick up Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL: <div style="display: flex; justify-content: space-between;"><div style="width: 35%;"> _____ Agency Appointing Authority</div><div style="width: 35%; text-align: center;"><u>State Fire Marshal</u> _____ Title</div><div style="width: 30%; text-align: center;"><u>8/25/2</u> _____ Date</div></div>	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase _____ Board of Examiners _____ Date	

Vehicle Order Information Form

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

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2023 Expedition		
Dealer Name:	Capital Ford		
Delivery Location:	Carson City		
Vehicle Colors:	Exterior: Oxford White	Interior: Black Onyx	• Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 50,300.25	\$ 50,300.25
SPECIFY OPTIONS: (description)			\$
Documentary Fee	1	\$ 199.50	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options			\$ 50,499.75
DMV Title and DRS Fee's		\$28.25	\$ 28.25
GRAND TOTAL:			\$ 50,528.00

Registered Owner:	Agency Name & Address: State Fire Marshal Division 107 Jacobsen Way Carson City, NV 89711
Legal Owner:	Agency Name & Address: State Fire Marshal Division 107 Jacobsen Way Carson City, NV 89711
County Vehicle Based In:	Carson
Name & Phone of Person to contact when vehicle is ready for delivery:	Brandi Salisbury 775-684-7509

Capital Ford

3660 South Carson Street
Carson City, NV 89701

(775) 882-5353

www.capitalfordonline.com

BUYER Customer #: 15306

CO-BUYER

NEVADA DEPARTMENT OF TAXATION

1550 E COLLEGE PKWY # 115

CARSON CITY, NV 89706

Home #: (866) 963-3707

Work #: 684-2000

Cell #:

Email:

Home #:

Work #:

Cell #:

Email:

Salesperson:

Deal #: 50558

Stock #:

Deal Type: Retail

Deal Date: 08/24/2022

Print Time: 12:26pm

VEHICLE

Stock #:

Description:

Color:

VIN:

Mileage:

2023 FORD EXPEDITION

TRADE

MSRP:	\$	57,700.00
Sale Price:	\$	50,300.25
Net Sale Price:	\$	50,300.25
Documentary Fee:	\$	199.50
State & Local Taxes:	\$	0.00
Total License and Fees:	\$	28.25
Total Trade Allowance:	\$	0.00
Total Trade Payoff:	\$	0.00
Cash Down Payment:	\$	0.00
Total Financed Aftermarkets:	\$	0.00
Service Agreement:	\$	0.00
Maintenance Agreement:	\$	0.00
GAP Insurance:	\$	0.00
Unpaid Balance:	\$	50,528.00

AFTERMARKETS

Total Aftermarkets:	\$	0.00
Rate:		
Amount Financed:	\$	0.00

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer: Our dealership has implemented safeguards to protect your non-public personal information from theft, illegal use and from telemarketing companies that buy information. Our practices follow ALL federal, state and local rules governing privacy and it applies to individuals who are our consumers and customers in connection with financial services, such as leases and installment purchases of vehicles. Upon completion of the sales process you will be provided a thorough copy of our privacy policy for review. You may also request a copy of our policy from a manager.



Preview Order 3074 - U1G 4x4 XL: Order Summary Time of Preview: 08/24/2022 09:23:29

Dealership Name: Capital Ford

Sales Code : F72525

Dealer Rep. Marc Caviglia

Type

Fleet

Vehicle Line

Expedition

Order Code

3074

Customer Name STATE OF NEVA

Priority Code LS

Model Year 2023

Price Level 315

DESCRIPTION	MSRP	DESCRIPTION	MSRP
U1G0 EXPEDITION XL 4X4	\$55955	.3.5L ECOBOOST V6 ENGINE	\$0
TOTAL BASE VEHICLE	\$55955	.10SPD AUTO TRANS W/SLCTSHFT	\$0
OXFORD WHITE	\$0	.P275/65R18 A/T TIRES	\$0
XL CLOTH BUCKET SEATS	\$0	FORD FLEET SPECIAL ADJUSTMENT	\$0
BLACK ONYX	\$0	AUTO STOP-START REMOVAL	\$-50
EQUIPMENT GROUP 100A	\$0	FRONT LICENSE PLATE BRACKET	\$0
.18" MACH ALUM WHL W/PNTD PKTS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.RUNNING BOARDS,PLATFORM	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.MANUAL CLIMATE CTRL	\$0	FUEL CHARGE	\$0
.AM/FM RADIO	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.REVERSE SENSING SYSTEM	\$0	PRICED DORA	\$0
.3RD ROW SEAT DELETE	\$0	ADVERTISING ASSESSMENT	\$0
.PRIVACY TINT REAR GLASS	\$0	DESTINATION & DELIVERY	\$1795

TOTAL BASE AND OPTIONS

DISCOUNTS

TOTAL

MSRP

\$57700

NA

\$57700

ORDERING FIN: QS062 END USER FIN: QS062 PO NUMBER: 3074

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: October 6, 2022

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Dustin Speed, Executive Branch Budget Officer ^{DS}
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 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 Kim Perondi to manage the Commercial Recordings Division and to ensure a smooth transition to a new administration resulting from the 2022 election for the Secretary of State through Master Service Agreement #23928 with HAT Limited Partnership, dba Manpower.

Additional Information:

Ms. Perondi retired from the Secretary of State on July 14, 2022 and is receiving pension benefits. Ms. Perondi's experience as the Deputy Secretary of State is needed to support the Commercial Recordings Division. The office intends to contract with Ms. Perondi from November 21, 2022 through December 31, 2022 on a part-time basis, approximately 30 hours per week.

Statutory Authority:

NRS 333.705(1)

REVIEWED: LA
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

October 5, 2022

MEMORANDUM

To: Dustin Speed

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 Kimberley Perondi who Manpower has hired on an emergency basis. Kimberley recently left state service and is collecting PERS.

Manpower is aware this needs November BOE approval.

If you have any questions, please contact me at 684-0185 or amorfin@admin.nv.gov



**OFFICE OF THE
SECRETARY OF STATE**

Date: September 30, 2022
To: Kevin Doty, Administrator
From: Scott Anderson, Chief Deputy Secretary of State 
Subject: Authorization to Contract with a Former Employee

The Secretary of State's Office is requesting to contract with a former state employee, Kimberley Perondi, through the use of an approved MSA vendor - Manpower Temporary Services. This request is being made in accordance with the State Administrative Manual Chapter 0323 and is for a period of a little more than one month, beginning on November 21, 2022, and ending on or before December 31, 2022.

In her previous position, Ms. Perondi served as the Deputy Secretary of State for Commercial Recordings. She was responsible for oversight of the day-to-day operations and the staff within the Commercial Recordings Division. She also served as Chair of the Committee to Approve Schedules for the Retention and Disposition of Official State Records, on behalf of Secretary Cegavske, and represented the State of Nevada as a member of the International Association of Commercial Administrators.

Secretary Cegavske's term limit expires on January 2, 2023, and a newly elected Secretary of State will take office. It is likely the new Secretary will make his own staff appointments. Secretary Cegavske does not intend to appoint and will likely have a difficult time identifying a new deputy for such a short term. Secretary Cegavske has specifically requested Ms. Perondi to stay on through the end of her term in office. During this period of time, Ms. Perondi will prepare for and ensure smooth transition to a new administration resulting from the 2022 General Election. She will update desk and procedural manuals, document open matters and prepare briefings, make presentations/transfer knowledge to newly elected staff, and introduce newly elected staff to primary customers and stakeholders.

Please contact me if additional information or clarification is needed.



**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:	Kimberley Perondi		
Former Employee ID Number:	00859		
Former Job Title:	Deputy Secretary of State for Commercial Recordings		
Former Employee Agency:	Secretary of State		
Former Class and Grade:	Class:	U3608	Grade: salary
Former Employment Dates:	From:	September 16, 2016	To: July 14, 2022
Requesting Agency:	Secretary of State		
Vendor:	Manpower Temporary Services		


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

X	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.
A	<p>Summarize scope of contract work.</p> <p>The scope will be to prepare for and ensure smooth transition to a new administration resulting from the 2022 General Election. The former employee will update desk and procedural manuals, document open matters and prepare briefings, make presentations/transfer knowledge to newly elected staff, and introduce newly elected staff to primary customers and stakeholders.</p>
B	<p>Document former job description.</p> <p>The incumbent is responsible for the oversight of the day-to-day operations of the Division including, but not limited to the recording of documents pursuant to Title 7 of the Nevada Revised Statutes.</p> <p>Oversee the compliance efforts relating to State Business Licenses, business filing requirements, registered agents and other statutory requirements related to the Division.</p> <p>Oversight of the forged and fraudulent filing complaint process.</p>

	<p>Propose and prepare legislative changes (BDRs) relating to the functions of the Division. Prepare and give testimony before the Nevada Legislature. Work with Registered Agents Association, State Bar Association, Staff and other interested parties in the development of statutory and regulatory changes.</p> <p>As the Secretary of State's designee, Chair the State Records Committee.</p> <p>Coordinate with the Secretary of State, other Secretary of State Divisions and other State and local agencies and other interested parties in common matters affecting the Division.</p> <p>Oversee the creation and provision of public records, statistics and other metrics relating to the Division.</p> <p>General oversight and allocation of staff and Division resources to accomplish the responsibilities of the Division.</p> <p>Assist in the resolution of high-level complaint and information requests.</p> <p>Mentoring and supervision of supervisors and staff assigned to the Division in Carson City and Las Vegas Offices.</p> <p>Assist Deputy Attorney General(s) assigned to the Division in resolution of matters requiring legal input, conducting research and drafting correspondence.</p> <p>Assist in the oversight and operations of the Office of the Secretary of State, including but not limited to, participation in executive meetings and acting in the stead of the Secretary of State as directed by the Secretary of State and/or chief Deputy.</p> <p>Participate in the process of creating business requirements for Information Technology improvement projects. Initiate projects as needed to implement legislative changes and operation improvements.</p> <p>Serve as a fact witness at trial related to Custodian of Record responsibilities.</p> <p>Perform related duties as assigned.</p>
C	<p>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?</p> <p>The former employee has served as the Deputy Secretary of State for Commercial Recordings since 2016 and has also served as the Chair for the Committee to Approve Schedules for the Retention and Disposition of Official State Records, on behalf of Secretary of State, Barbara Cegavske. She has been a member of the International Association of Commercial Administrators, representing Nevada. She is a subject matter expert in records retention schedules; business entity, trademark/tradename and uniform commercial code registries; as well as Commercial Recordings Division operations, the very complex statutory requirements of business filings, and the software applications used to record the public filings. The Secretary has specifically requested this employee stay on through the end of her term in office.</p>
D	<p>Explain why existing State employees within your agency cannot perform this function.</p> <p>This is an appointed position at the discretion of the Secretary of State.</p>
E	<p>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.</p> <p>n/a</p>
F	<p>List contractors' hourly rate.</p> <p>\$53.31, plus administrative markup fee</p>

G	List the range of comparable State employee rates.
	Administrative Services Officer IV, Grade 44 Step 9, which is \$53.14 per hour
H	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?
	n/a
I	Document justification for hiring contractor.
	Secretary of State, Barbara Cegavske's term limit expires January 2, 2023, and a newly elected Secretary of State will take office. It is likely the new Secretary will make his/her own staff appointments – Secretary Cegavske does not intend to appoint and will likely have a difficult time identifying a new appointee for less than a two-month term. Ms. Perondi's expert knowledge and experience will enable a proper transition to the new Deputy for Commercial Recordings.
J	Will the employee be collecting PERS at any time during the contract?
	Yes
K	What is the duration of the contract with the former employee? (Include start and end date)
	November 21, 2022, thru December 31, 2022
L	Will the former employee be working full time or part time? If part time, how many hours?
	The former employee will work approximately 30 hours per week.
M	Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).
	No.
Comments – Provide any additional comments:	


Approval for Authorization to Contract with a Former Employee:


Signature of Agency Head Authorizing Request

10/5/2022
Date


Purchasing Administrator Signature (if a Statewide Contract)

10/6/22
Date


Budget Analyst Signature

10/13/22
Date

Clerk of the Board of Examiners Signature

Date

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: October 6, 2022

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Dustin Speed, Executive Branch Budget Officer ^{DS}
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 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 Darlene Baughn to assist with completing the monthly State bank account reconciliation and setting up grant related job codes for the Office of the State Controller through Master Service Agreement #23927 with Marathon Staffing Group, Inc.

Additional Information:

Ms. Baughn retired from the Governor's Finance Office on October 1, 2021 and is receiving pension benefits. Her skills and experience are needed to assist the office with performing monthly bank reconciliations and setting up grant related job codes. The office intends to contract with Ms. Baughn from December 1, 2022 through January 1, 2024, 30-40 hours per week. Ms. Baughn will be paid with federal American Rescue Plan Act grant funds.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: LA
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**

October 3, 2022

MEMORANDUM

To: Dustin Speed
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 Darlene Baughn who Marathon wants to hire. Darlene recently left state service and is collecting PERS. This will need to go to the November BOE for approval.

If you have any questions, please contact me at amorfin@admin.nv.gov



OFFICE OF THE
STATE CONTROLLER

Date: October 2, 2022
To: Annette Morfin, Purchasing Office, Purchasing Division
From: Lori Hoover, Chief Deputy Controller *LH*
Re: Former Employee Contract – Ms. Baughn

Some of the responsibilities of the State Controller's Office – Fiscal Operations section are to setup and make changes to grants and jobs, review Single Audit data, preparation of the Schedule of Expenditures of Federal Awards (SEFA), and preparation of the State's monthly bank reconciliation. Each of these tasks involve time intensive, manual processes. If grant/job setup and changes are not made, agencies can't correctly code transactions in the accounting system. This may lead to untimely and inaccurate SEFA reporting. The SEFA and bank reconciliations are part of the Single Audit. Inaccurate and untimely completion of these tasks can lead to audit findings and greater scrutiny from the Federal government. Due to loss of institutional knowledge across the agencies, including the Controller's Office, these responsibilities are taking longer to complete. All Controller's Office team members able to assist with SEFA preparation have been assisting, with most of them earning compensatory time. This is starting to cause employee burn-out and we need to look elsewhere for assistance. Additional assistance is required to complete these tasks and reduce the backlog.

The Controller's Office is requesting to bring Ms. Darlene Baughn, former Executive Budget Officer 1 with the Governor's Finance Office, Budget Division, to the Controller's Office as a contractor under Marathon Staffing starting December 1, 2022 through January 1, 2024 to assist the Controller's Office Fiscal Operations section with the preparation of the annual SEFA. Ms. Baughn retired from State service in October of 2021.



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:	Darlene Baughn		
Former Employee ID Number:	35220		
Former Job Title:	Executive Branch Budget Officer 1		
Former Employee Agency:	Governor's Finance Office, Budget Division		
Former Class and Grade:	Class:	41	Grade: 10
Former Employment Dates:	From:	2/2006	To: 10/2021
Requesting Agency:	Office of the State Controller		
Vendor:	Marathon Staffing		

Please mark which of the following applies and complete Sections 'A' through 'M' below:	
X	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.
A	Summarize scope of contract work. Assist with completing the monthly State bank account reconciliation and setting up grant related job code.
B	Document former job description. Assist agencies with the budget process, including work program, contracts and the biennial budget preparation.
C	Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a timeframe for the transfer? No
D	Explain why existing State employees within your agency cannot perform this function.

	<p>The State Controller's Office currently has only one vacancy for which interviews are taking place. Some of the responsibilities of the State Controller's Office – Fiscal Operations section are to setup and make changes to grants and jobs, review Single Audit data, preparation of the Schedule of Expenditures of Federal Awards (SEFA), and preparation the State's monthly bank reconciliation. Each of these tasks involve time intensive, manual processes. If grant/job setup and changes are not made, agencies can't correctly code transactions in the accounting system. This may lead to untimely and inaccurate SEFA reporting. The SEFA and bank reconciliations are part of the Single Audit. Inaccurate and untimely completion of these tasks can lead to audit findings and greater scrutiny from the Federal government. Due to loss of institutional knowledge across the agencies, including the Controller's Office, these responsibilities are taking longer to complete.</p> <p>In May 2022, the monthly bank reconciliations were seven months behind. Currently, the monthly bank reconciliations are thirteen months behind. This is due to employees assigned to the reconciliations having to assist with other State Controller's Office responsibilities due to information from agencies not able to send timely and accurate documentation. The agencies' requests for grant job code setups are increasing. Currently, there are 45 active requests. In early October, there were 33 active requests. It is taking multiple communications with the agencies to obtain the correct information to set up the job codes. All Controller's Office team members able to assist with SEFA preparation and grant job code setups have been assisting, with most of them earning compensatory time. This is starting to cause employee burn-out and we need to look elsewhere for assistance. Additional assistance is required to complete these tasks and reduce the backlog. Additional assistance is required to complete these tasks and reduce the backlog. Ms. Baughn will be assisting with monthly bank reconciliations to bring them current.</p>
E	<p>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.</p> <p>There is no relationship between the contractor and anyone in the Office of the State Controller.</p>
F	<p>List contractors' hourly rate.</p> <p>\$46.28</p>
G	<p>List the range of comparable State employee rates.</p> <p>\$44.19 (Management Analyst 4, Grade 39, Step 10)</p>
H	<p>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?</p> <p>NA</p>
I	<p>Document justification for hiring contractor.</p> <p>The State Controller's Office has reached out to retired State Controller's Office employees and known State fiscal employees working less than 40 hours per week. There has been no interest in assisting with these tasks. All State Controller's Office employees able to assist have been requested to work additional hours earning compensatory time (comp time). However, continuing to accumulate comp time hours creates employee burn-out and makes it difficult to schedule sufficient annual leave to ensure employees will not lose annual leave at the end of a calendar year (use it or lose it). Ms. Baughn is the only retired State employee that the State Controller Office is aware of who would need limited training to assist the State Controller's Office and is willing to assist with these tasks.</p>
J	<p>Will the employee be collecting PERS at any time during the contract?</p> <p>Yes</p>
K	<p>What is the duration of the contract with the former employee? (Include start and end date)</p>

	December 1, 2022 – January 1, 2024
L	Will the former employee be working full time or part time? If part time, how many hours?
	The former employee will work between 30-40 hours per week.
M	Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).
	The former employee is not a member a board or commission.

Comments – Provide any additional comments:

The contractor will be paid with federal American Rescue Plan Act grant funds.

Approval for Authorization to Contract with a Former Employee:

Lori Hoover

Signature of Agency Head Authorizing Request

10/2/2022

Date

Kevin D. Doty

Purchasing Administrator Signature (If a Statewide Contract)

10/3/22

Date

[Signature]

Budget Analyst Signature

10/17/22

Date

Clerk of the Board of Examiners Signature

Date

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hagar
Deputy Director

Melanie Young
Administrator

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

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

Date: October 21, 2022

To: Amy Stephenson, 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

A handwritten signature in blue ink, likely belonging to Heather Field, the Executive Branch Budget Officer.

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

STATE OF NEVADA – BOARD OF PHARMACY

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Board of Pharmacy requests authority to contract with former employee W. Brett Kandt, an employee of Kandt Law PLLC, to provide legal counsel and hearing officer services.

Additional Information:

The agency indicates that the contract position will provide day to day legal advice, correspondence draft and review, preparation and prosecution of disciplinary actions, and other actions deemed necessary to protect the State's and Board's legal interest.

Mr. Kandt will start on November 30, 2022, and continue through November 29, 2024 and will work full-time, not to exceed 40 hours per week.

Statutory Authority:

NRS 333.705 (1)

REVIEWED: _____
ACTION ITEM: _____

A handwritten signature in blue ink, likely belonging to the reviewer, placed over the "REVIEWED" line.

STEVE SISOLAK
Governor



HELEN PARK
President

J. DAVID WUEST
Executive Secretary

STATE OF NEVADA
BOARD OF PHARMACY

985 Damonte Ranch Pkwy, Ste 206
Reno, NV 89521

October 4, 2022

VIA Hand Delivery

Nevada Governor's Office of Finance
c/o Heather Field
Commerce & Industry - Team Lead
hfield@finance.nv.gov

Re: Contract with former employee – NRS 333.705 – Kandt Law PLLC

Greetings, Ms. Heather Field:

The Nevada State Board of Pharmacy ("Board") is submitting the attached contract with a former employee, pursuant to NRS 333.705, for review and approval by the Nevada State Board of Examiners at its November 15, 2022, meeting. Consistent with the exemptions set forth in NRS 333.705(9)(a), the Board has submitted this contract with required Authorization to Contract with Former Employee.

If you have questions, please do not hesitate to contact the Board's Assistant General Counsel Peter Keegan at 775-850-1440 (extension 123) or p.keegan@pharmacy.nv.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Keegan", written over a blue circular stamp.

Peter Keegan
Assistant General Counsel
Nevada State Board of Pharmacy

CC: David Wuest, Executive Secretary
Nevada State Board of Pharmacy



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:	W. Brett Kandt		
Former Employee ID Number:	0088		
Former Job Title:	General Counsel		
Former Employee Agency:	Nevada State Board of Pharmacy		
Former Class and Grade:	Class:		Grade: 50
Former Employment Dates:	From:	July 1, 2017	To: November 25, 2022
Requesting Agency:	Nevada State Board of Pharmacy		
Vendor:	Kandt Law PLLC		

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.
X	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.
A	Summarize scope of contract work. Contractor will support the Nevada State Board of Pharmacy by prosecuting administrative hearings, litigating lawsuits, drafting regulatory updates, addressing legislative matters, and may be appointed to serve as a hearing officer, pursuant to NRS 639.081.
B	Document former job description. All General Counsel shall be assigned legal responsibilities and obligations for the Board, subject to the requirements and restrictions of the Nevada Rules of Professional Conduct, including without limitation: <ul style="list-style-type: none">○ Taking any action on behalf of the Board deemed necessary to protect the State's legal interests until such time as the Board may adequately consider the matter○ Providing day-to-day legal advice to Board members and employees on matters over which the Board has supervision, control, jurisdiction or advisory power○ Drafting and reviewing legal papers and correspondence○ Preparing and prosecuting disciplinary actions○ Representing the Board in all legal proceedings

	<ul style="list-style-type: none"> ○ Representing the Board before legislative committees ○ Drafting regulations and bill drafts ○ Advising the Board at its meetings except when prosecuting disciplinary cases, in which case the Board is advised by a representative of the Attorney General's Office ○ Responding to simple inquiries from the public, licensees, or applicants for licensure on Nevada's pharmacy laws, which shall not constitute legal advice
C	<p>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?</p> <p>Yes. Mr. Kandt has specialized knowledge of agency operations from his prior experience as General Counsel for the Nevada State Board of Pharmacy.</p>
D	<p>Explain why existing State employees within your agency cannot perform this function.</p> <p>Mr. Kandt has 25 years of experience as an attorney for the State of Nevada as well as unique institutional knowledge concerning the Board of Pharmacy's operations which is not possessed by other current employees.</p>
E	<p>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.</p> <p>No, the Contract was prepared by Assistant General Counsel, Peter Keegan and Board Executive Secretary, J. David Wuest.</p>
F	<p>List contractors' hourly rate.</p> <p>\$86.50</p>
G	<p>List the range of comparable State employee rates.</p> <p>General Counsel – Grade 50 - \$100,161-\$152,424 (\$47.97-\$73.00)</p>
H	<p>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?</p> <p>Mr. Kandt has specialized knowledge, skill, and experience as the former General Counsel of the Nevada State Board of Pharmacy which cannot be matched by existing staff or obtained through a newly hired employee. Mr. Kandt will be incurring administrative overhead expenses associated with operating a private law firm.</p>
I	<p>Document justification for hiring contractor.</p> <p>As General Counsel, Mr. Kandt currently has pending litigation, legislative, and regulatory duties which he is uniquely suited to complete.</p>
J	<p>Will the employee be collecting PERS at any time during the contract?</p> <p>Yes.</p>
K	<p>What is the duration of the contract with the former employee? (Include start and end date)</p> <p>Two years – November 30, 2022 to November 29, 2024</p>
L	<p>Will the former employee be working full time or part time? If part time, how many hours?</p> <p>Not to exceed more than 40 hours per week.</p>
M	<p>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</p> <p>No.</p>

Comments – Provide any additional comments:

Approval for Authorization to Contract with a Former Employee:



Signature of Agency Head Authorizing Request

10/4/22

Date

Purchasing Administrator Signature (if a Statewide Contract)

Date



Budget Analyst Signature

10/21/22

Date

Clerk of the Board of Examiners Signature

Date

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: October 3, 2022

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Jennifer Hamilton, Executive Branch Budget Officer
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

GOVERNOR'S FINANCE OFFICE – BUDGET DIVISION

Agenda Item Write-up:

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

1. SAM Chapter 0402 Agency Responsibility for Records

Additional Information:

Request for changes to the SAM and recommended language attached.

Statutory Authority:

NRS 353.040

REVIEWED: _____
INFO ITEM: _____

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 332

Department: Administration

Division (if applicable): Nevada State Library, Archives and Public Records

Appointing authority: Director Laura Freed

Agency contact (name, phone and e-mail): Cynthia Shein, Deputy Administrator Archives and Records, cshein@admin.nv.gov, 775 684-3306; Sara Martel, State Records Manager, smartel@admin.nv.gov, 775-684-3422

Budget Division Analyst (name, phone and e-mail): Jennifer Hamilton, jhamilton@finance.nv.gov, 775-687-0134

Proposed BOE date: October 11, 2022

Proposed effective date: October 11, 2022

1. Reason/purpose for requested change:

To correct outdated references in SAM 402 to the Department of Information Technology (DOIT), which became the Department of Administration, Division of Enterprise Information Technology Services (EITS) in 2011. To clarify ambiguous language throughout.

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

This change will create consistency for agencies referencing SAM and reduce some confusion for those in the state's workforce who are not familiar with DOIT.

3. Will recommended change have a fiscal impact (if yes, explain):

No.

4. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed). (Please provide requested change as an attachment):

Mark-up of changes is attached.

Appointing Authority: _____



BOARD OF EXAMINERS APPROVAL DATE: _____

(for BOE use only)

0402 Agency Responsibility for Records

The head of each *State* agency must make, receive and preserve records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures and essential transactions of the agency. *The head He/She* is responsible and shall be held accountable to provide for effective controls over the creation, use, maintenance, security, distribution and disposition of these records by establishing a records management program.

The head of each State agency shall take the following actions to establish and maintain the agency's records management program:

1. Issue a directive establishing program objectives, responsibilities, authorities, standards, guidelines, and instructions.
2. Control the creation, maintenance, use, and distribution of agency records and information to ensure that the agency:
 - a. Does not accumulate unnecessary records or gather data which do not pertain to the function of the agency;
 - b. Adheres to a records retention and disposition schedule as mandated by [NRS 239.080](#) and [NAC 239.710 to 239.720](#);
 - c. Does not create information system forms and reports that collect information inefficiently or unnecessarily;
 - d. Annually reviews all existing forms and reports to determine if they need to be improved or dispensed with;
 - e. Designs forms for computer data entry or information gathering that are easy to complete, read, transmit, process, retrieve and does not gather information which does not pertain to the functions of the agency;
 - f. Eliminates unnecessary reports, designs reports for ease of use, deletes information on reports which is not needed, and limits distribution of reports to reduce cost;
 - g. Maintains its records in a cost-effective format, which allows for the rapid retrieval and protection of the information;
 - h. Provides for the security of electronic records consistent with the security and disaster recovery standards and procedures established by the Department of *Information Technology Administration, Division of Enterprise Information Technology Services*;
 - i. Establishes a written organized filing system which is standardized for all branches of the agency, provides for the supplies, personnel, and equipment to properly run the filing system, and provides for an ongoing training program for staff in the use of the filing system;
 - j. Provides for the transfer of records to the State Archives of historically valuable information in accordance with [NRS 239.080](#), [239.090](#), [378.250](#), and [NAC 239.760](#), and
 - k. Establishes written procedures for the proper access or denial of access to the public or other governmental agencies to ~~of~~ records ~~which~~ *that* have been declared by law to be confidential.
3. Prior to the creation of electronic records, the head of each State agency must:

- a. Consult with the Department of ~~Information Technology~~ *Administration, Division of Enterprise Information Technology Services* on the implementation of its strategic plan for information resources and information technology, the purchase and implementation of *information technology services, cloud solutions (e.g., Function-as-a-Service, Software-as-a-Service applications, Platform-as-a-Service, Infrastructure-as-a-Service)*, hardware and software, and the establishment of security and training programs consistent with [NRS 242](#);
 - b. Work with the State Records Management program of the Nevada State Library and Archives (NSLA) to ensure the proper use, maintenance, retention, preservation, and disposal of that record, and to implement the procedures outlined in NRS Chapters [239](#) and [378](#), and [NAC Chapter 239](#);
 - c. Establish a records retention and disposition schedule for the record series to be created, in accordance with [NRS 239.080](#), [NRS 378.255\(3\)\(7\)](#), and [NAC 239.710 to 239.720](#); and
 - d. Create a migration strategy and include this in a written plan for implementation to ensure that the information will be transferable to another format.
4. The head of each State agency must establish and be responsible and accountable for the implementation of written safeguards against the unlawful removal, misuse, damage, alteration, destruction or loss of records. An ongoing training program to teach staff in safeguarding records must be established. The training program must include:
 - a. That records in the legal custody of the agency are not to be compromised or destroyed except in accordance with [NRS 239.080](#) and [NAC 239.715 to 239.722](#); and
 - b. That penalties are provided in law for the unlawful removal, misuse, damage, alteration, destruction or loss of records as provided by [NRS 205.4765 to 205.481](#), [NRS 239.010 to 239.012](#), [NRS 239.080 to 239.085](#), [NRS 239.300 to 239.330](#), [NRS 378.255\(9\)\(a\)](#), [NRS 281.180 to 281.190](#), and [NRS 603.080 to 603.090](#).
 5. The head of each State agency must ensure that records are protected from the unlawful removal, misuse, damage, alteration, destruction or loss. The head of each State agency must inform the Attorney General of any actual, impending or threatened unlawful act regarding records in the legal custody of an agency of which he/she is the head that comes to his/her attention. With the assistance of the Attorney General and the Assistant Administrator for Archives and Records, he/she shall initiate action as provided by [NRS 378.255\(9\)](#) to recover records that he/she knows or has reason to believe were unlawfully removed from his/her agency.
 6. The head of each State agency shall take all measures possible to protect the records in his/her legal custody from a natural or other disaster. ~~He/She~~ *The head* shall be responsible and held accountable to procure the proper supplies, equipment, and personnel to protect the records in ~~his/her~~ *the agency's* legal custody. If any damage ~~comes~~ *occurs* to the records, this must be reported to the Assistant Administrator for Archives and Records. The Assistant Administrator for Archives and Records, as provided by [NRS 378.255\(6\)\(7\)](#), shall provide advice and all help possible in saving or restoring damaged records.
 7. As part of the Emergency Management Plan required by the Division of Emergency Management of the Department of Public Safety, and as allowed by [NRS 378.255\(6\)](#) in cooperation with the ~~State Archivist~~ *Assistant Administrator for Archives and Records*, the head of each State agency must prepare a disaster recovery plan for the records in the legal custody of the agency. The disaster recovery plan must include measures staff will take to recover records, regardless of physical format, after a disaster has occurred. The disaster recovery plan must provide for:
 - a. A list of vital records, in order of importance, ~~that~~ *toward which* efforts *to protect and recover* will be directed ~~at to protect and recover~~;
 - b. A list of staff assigned responsibilities and duties to be carried out in case of an emergency;
 - c. A list of vendors capable of rendering help in emergency. For electronic records, agencies must follow the standards established by the Department of ~~Information Technology~~ *Administration, Division of Enterprise Information Technology Services*;
 - d. A list of equipment and supplies, with the location of each, which are to be used by staff

- in the recovery of records damaged or threatened by a disaster; and
- e. An ongoing training program for staff in disaster preparedness and recovery of damaged or threatened records.
8. "Officially Filed" means that records have been placed in the legal custody, care and keeping of a State agency.
 9. Records that have been officially filed with a State agency are subject to the provisions found in [NRS Chapter 239](#) and [NAC Chapter 239](#), and must be inventoried, appraised, and included on a records retention schedule.
 - a. When such records are transferred to the State Archives, legal custody is transferred to the State Archives as provided in [NRS Chapter 378](#).
 - b. If an approved records retention schedule provides for the destruction of such records, they may be destroyed subject to [NAC 239.722](#).
 10. If, ~~any agency~~ in the regular course of business, *any agency* has kept, received, or made any official State record, and ~~in the regular course of business has~~ caused the same to be recorded, copied, ~~or~~ reproduced ~~on any photographic, Photostat, microfilm, micro-card, miniature photographic, computer or other electronic recording, optical media, audio or audio-visual media, or~~ *in any physical or electronic format on* any durable medium ~~for so reproducing the original~~, the original may be destroyed in the regular course of business unless prohibited by law. **If the original is destroyed,** ~~the~~ duplicate of such ~~a~~ record shall be deemed to be the original, and must be retained according to an approved records retention schedule.

0402 Agency Responsibility for Records

The head of each State agency must make, receive and preserve records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures and essential transactions of the agency. The head is responsible and shall be held accountable to provide for effective controls over the creation, use, maintenance, security, distribution and disposition of these records by establishing a records management program.

The head of each State agency shall take the following actions to establish and maintain the agency's records management program:

1. Issue a directive establishing program objectives, responsibilities, authorities, standards, guidelines, and instructions.
2. Control the creation, maintenance, use, and distribution of agency records and information to ensure that the agency:
 - a. Does not accumulate unnecessary records or gather data which do not pertain to the function of the agency;
 - b. Adheres to a records retention and disposition schedule as mandated by [NRS 239.080](#) and [NAC 239.710 to 239.720](#);
 - c. Does not create information system forms and reports that collect information inefficiently or unnecessarily;
 - d. Annually reviews all existing forms and reports to determine if they need to be improved or dispensed with;
 - e. Designs forms for computer data entry or information gathering that are easy to complete, read, transmit, process, retrieve and does not gather information which does not pertain to the functions of the agency;
 - f. Eliminates unnecessary reports, designs reports for ease of use, deletes information on reports which is not needed, and limits distribution of reports to reduce cost;
 - g. Maintains its records in a cost-effective format, which allows for the rapid retrieval and protection of the information;
 - h. Provides for the security of electronic records consistent with the security and disaster recovery standards and procedures established by the Department of Administration, Division of Enterprise Information Technology Services;
 - i. Establishes a written organized filing system which is standardized for all branches of the agency, provides for the supplies, personnel, and equipment to properly run the filing system, and provides for an ongoing training program for staff in the use of the filing system;
 - j. Provides for the transfer of records to the State Archives of historically valuable information in accordance with [NRS 239.080](#), [239.090](#), [378.250](#), and [NAC 239.760](#), and
 - k. Establishes written procedures for the proper access or denial of access to the public or other governmental agencies to records that have been declared by law to be confidential.
3. Prior to the creation of electronic records, the head of each State agency must:

- a. Consult with the Department of Administration, Division of Enterprise Information Technology Services on the implementation of its strategic plan for information resources and information technology, the purchase and implementation of information technology services, cloud solutions (e.g., Function-as-a-Service, Software-as-a-Service applications, Platform-as-a-Service, Infrastructure-as-a-Service), hardware and software, and the establishment of security and training programs consistent with [NRS 242](#);
 - b. Work with the State Records Management program of the Nevada State Library and Archives (NSLA) to ensure the proper use, maintenance, retention, preservation, and disposal of that record, and to implement the procedures outlined in NRS Chapters [239](#) and [378](#), and [NAC Chapter 239](#);
 - c. Establish a records retention and disposition schedule for the record series to be created, in accordance with [NRS 239.080](#), [NRS 378.255\(3\)\(7\)](#), and [NAC 239.710 to 239.720](#); and
 - d. Create a migration strategy and include this in a written plan for implementation to ensure that the information will be transferable to another format.
4. The head of each State agency must establish and be responsible and accountable for the implementation of written safeguards against the unlawful removal, misuse, damage, alteration, destruction or loss of records. An ongoing training program to teach staff in safeguarding records must be established. The training program must include:
 - a. That records in the legal custody of the agency are not to be compromised or destroyed except in accordance with [NRS 239.080](#) and [NAC 239.715 to 239.722](#); and
 - b. That penalties are provided in law for the unlawful removal, misuse, damage, alteration, destruction or loss of records as provided by [NRS 205.4765 to 205.481](#), [NRS 239.010 to 239.012](#), [NRS 239.080 to 239.085](#), [NRS 239.300 to 239.330](#), [NRS 378.255\(9\)\(a\)](#), [NRS 281.180 to 281.190](#), and [NRS 603.080 to 603.090](#).
 5. The head of each State agency must ensure that records are protected from the unlawful removal, misuse, damage, alteration, destruction or loss. The head of each State agency must inform the Attorney General of any actual, impending or threatened unlawful act regarding records in the legal custody of an agency of which he/she is the head that comes to his/her attention. With the assistance of the Attorney General and the Assistant Administrator for Archives and Records, he/she shall initiate action as provided by [NRS 378.255\(9\)](#) to recover records that he/she knows or has reason to believe were unlawfully removed from his/her agency.
 6. The head of each State agency shall take all measures possible to protect the records in his/her legal custody from a natural or other disaster. The head shall be responsible and held accountable to procure the proper supplies, equipment, and personnel to protect the records in the agency's legal custody. If any damage occurs to the records, this must be reported to the Assistant Administrator for Archives and Records. The Assistant Administrator for Archives and Records, as provided by [NRS 378.255\(6\)\(7\)](#), shall provide advice and all help possible in saving or restoring damaged records.
 7. As part of the Emergency Management Plan required by the Division of Emergency Management of the Department of Public Safety, and as allowed by [NRS 378.255\(6\)](#) in cooperation with the Assistant Administrator for Archives and Records, the head of each State agency must prepare a disaster recovery plan for the records in the legal custody of the agency. The disaster recovery plan must include measures staff will take to recover records, regardless of physical format, after a disaster has occurred. The disaster recovery plan must provide for:
 - a. A list of vital records, in order of importance, toward which efforts to protect and recover will be directed;
 - b. A list of staff assigned responsibilities and duties to be carried out in case of an emergency;
 - c. A list of vendors capable of rendering help in emergency. For electronic records, agencies must follow the standards established by the Department of Administration, Division of Enterprise Information Technology Services;
 - d. A list of equipment and supplies, with the location of each, which are to be used by staff

- in the recovery of records damaged or threatened by a disaster; and
 - e. An ongoing training program for staff in disaster preparedness and recovery of damaged or threatened records.
8. “Officially Filed” means that records have been placed in the legal custody, care and keeping of a State agency.
 9. Records that have been officially filed with a State agency are subject to the provisions found in [NRS Chapter 239](#) and [NAC Chapter 239](#), and must be inventoried, appraised, and included on a records retention schedule.
 - a. When such records are transferred to the State Archives, legal custody is transferred to the State Archives as provided in [NRS Chapter 378](#).
 - b. If an approved records retention schedule provides for the destruction of such records, they may be destroyed subject to [NAC 239.722](#).
 10. If, in the regular course of business, any agency has kept, received, or made any official State record and caused the same to be recorded, copied, or reproduced in any physical or electronic format on any durable medium, the original may be destroyed in the regular course of business unless prohibited by law. If the original is destroyed, the duplicate of such record shall be deemed to be the original and must be retained according to an approved records retention schedule.

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: October 21, 2022

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Budd Milazzo, Executive Budget Officer
Governor's Finance Office – Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 286.523, the Nevada Department of Corrections (NDOC) requests retroactive approval of a Critical Labor Shortage designation for Correctional Officer positions in the Department's rural correctional facilities.

Additional Information:

The previous designation was approved at the May 12, 2020 BOE meeting. The agency inadvertently missed the deadline to extend that designation and by rule the designation but expired on April 1, 2022.

There are currently 14 correctional officers hired in the rural facilities that were originally hired under the previous designation and would be financially harmed if this request is not approved. This request would cover the period from April 1, 2022 to November 30, 2022. At the March 8, 2016, Board of Examiners meeting, the DOC was initially approved a critical need designation request for all Correctional Officers at the rural locations. This same request was reapproved at the March 13, 2018 and May 12, 2020 Board of Examiners meetings. The department is now requesting that the Board consider reaffirming its previous approval retroactively.

The department currently has 1,872 approved Correctional Officer. As of October 9, 2022, the agency reported 578 of the 1,872 Correctional Officer positions as vacant, equating to a 31.27% vacancy rate.

The department indicates that the primary factors impacting its ability to recruit and retain positions include the following:

- The job itself requires non-conventional work schedules necessary for the twenty-four hour, 7-day a week operation of security facilities.
- The job can be extremely stressful resulting in high turnover as both verbal and physical attacks from inmates occur. Threats to an employee and his or her family add to the stress and ultimate high turnover of the positions.
- Salaries as compared to other law enforcement positions are low. In the rural areas, competition for those workers is heavy with not only other law enforcement agencies, but also with the mines and companies which support the mines, substantially paying more and enticing staff away from the department.
- Affordable housing options continue to be an issue and is significantly impacted by the boom-and-bust cycles of the mines, which often puts housing at a premium, and out of reach for the newly hired Correctional Officers.

The department continues to struggle with filling Correctional Officer positions at its rural facilities, resulting in excessive mandatory overtime, heightened security risks and double shifts to meet the security needs of the institutions.

Statutory Authority:

NRS 286.510 - 286.523

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

Steve Sisolak
Governor

W.A. "Bill" Gittere
Acting Director

Kimberly D. Smith
Chief Human Resources Officer



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

Date: October 20, 2022

To: Michelle Ashcraft, Chief of Fiscal Services

Subject: Request for Retroactive Critical Labor Designation
Nevada Department of Corrections

The Nevada Department of Corrections (NDOC) respectfully requests the Board of Examiners' review and approval of the retroactive critical needs designation for positions that have been occupied by retirees from April 1, 2022, to December 1, 2022. The positions have been filled and due to the extreme financial vacancies, the authority has lapsed for the rural positions. The officers who have been reemployed under the critical labor designation some are still working, and would be financially harmed if this request is denied

As NDOC must continue to ensure a safety and security environment for its employees, offenders, and community through meeting all State and Federal standards, the agency has found success through the utilization of the critical labor designation. In order to meet this commitment; the Department must sustain an appropriate overtime situation, as such, we are requesting approval for the continuation of this hiring practice.

Historically, NDOC has confronted varying degrees of difficulty in recruiting for various peace officer positions. This holds especially true for Ely State Prison (ESP), and our other rural institutions and camps. Due to that continuing reality, NDOC asked the Board of Examiners for a Critical Labor Shortage Designation for ESP, LCC and our rural camp facilities to include PCC, ECC, HCC and CCC. This measure was taken in hopes of mitigating those challenges.

In March 2016, the Nevada Board of Examiners originally approved the Department of Corrections' rural area camps and institutions for the requested Critical Labor Shortage designation for a two-year period. The continuation for this program was approved in March 2018 and again in May 2020 for an additional two-years, which expired in April 1, 2022. This has allowed the Department to continue to rehire retired State employees on a temporary basis while still actively seeking full time applicants to fill the vacancies.

The retroactive requested is for the following positions:

Correctional Lieutenant

(3759) 0006

Sr. Correctional Officer

(3723) 0011

(3747) 0061

(3751) 0230, 0232, 0239, 0257, 0258, 0269, 0568, 0569, 0571, 0572

(3759) 0038, 0046, 0052, 0054, 0074, 0411, 0418

Correctional Officer

(3723) 0014, 0040, 0043, 0061, 0065

(3739) 0054

(3741) 0062, 0064, 0070

(3747) 0021, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0029

(3748) 0061, 0062, 0064, 0065, 0073, 0078

(3751) 0244, 0246, 0248, 0253, 0254, 0255, 0263, 0264, 0303, 0305, 0306, 0319, 0321, 0322, 0328, 0330, 0332, 0337, 0339, 0341, 0348, 0349, 0350, 0360, 0362, 0364, 0371, 0379, 0380, 0387, 0388, 0391, 0392, 0396, 0399, 0401, 0405, 0407, 0409, 0414, 0416, 0417, 0419, 0421, 0422, 0424, 0430, 0437, 0438, 0439, 0443, 0445, 0450, 0467, 0470, 0478, 0479, 0480, 0483, 0484, 0488, 0489, 0494, 0495, 0496, 0497, 0499, 0503, 0506, 0507, 0508, 0509, 0510, 0515, 0517, 0541, 0542, 0551, 0552, 0553, 0554, 0555, 0573, 0558

(3752) 0004, 0005, 0006, 0010, 0011

(3754) 0003, 0005, 0006, 0011, 0012, 0014

(3759) 0050, 0056, 0076, 0082, 0084, 0086, 0094, 0100, 0102, 0106, 0110, 0112, 0116, 0120, 0122, 0126, 0138, 0144, 0152, 0158, 0160, 0164, 0166, 0180, 0188, 0194, 0208, 0220, 0222, 0224, 0228, 0230, 0232, 0234, 0240, 0242, 0246, 0250, 0254, 0256, 0258, 0260, 0264, 0266, 0270, 0272, 0276, 0278, 0290, 0292, 0294, 0296, 0300, 0304, 0410, 0412, 0413, 0415, 0416, 0417, 0419, 0421, 0423, 0424, 0425, 0426, 0428, 0429, 0431, 0433, 0434, 0435, 0436, 0437, 0438, 0439, 0440, 0444, 0446, 0447, 0448, 0449, 0450, 0451, 0452, 0453, 0554, 0558, 0559, 0467, 0469, 0470, 0471, 0709, 0710, 0711, 0712, 0713, 0714, 0715, 0716, 0719

After a review of NRS 286.523 (5) (a,b,c), it is clear that NDOC is in a staffing shortage and these recruitment and staffing constraints have been communicated and report to the Governor at numerous Board of Prison Commission Meetings. We reported that in efforts to maintain best practices for NDOC's Employee Recruitment and Retention endeavors, it was noted that we were growing and mentoring from within both in-house and through professionally accredited

programming for professional development opportunities to reach, attract and retain the very best service from our current employee pool. Moreover, it was indicated that we would revisit the Critical Hire /Rehire/Labor Shortage Program, and by reaching out to the Retired Police Officers Association, and pulling an internal NDOC report of upcoming retirees, in addition looking to contracting staff as initiatives to grow and stabilize staffing within NDOC. With over 570 vacant positions, our remaining staff have stepped up to take on thousands of hours per week of duties and workload that those positions would normally cover.

Please contact NDOC if you should have any further questions or concerns. We appreciate your consideration with this request.

A handwritten signature in black ink, appearing to read "m Ashcraft". The signature is fluid and cursive, with the first letter of the last name being a large, stylized 'A'.

Michelle Ashcraft, Chief of Fiscal Services
Nevada Department of Corrections

cc: Kimberly Smith, Chief Human Resources Officer ,
William Gittere, Acting Director

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: October 18, 2022

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Budd Milazzo, Executive Budget Officer
Governor's Finance Office – Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS

Agenda Item Write-up:

Pursuant to NRS 286.523, the Nevada Department of Corrections (NDOC) requests approval of a Critical Labor Shortage designation for Correctional Officer positions and Correctional Nursing positions in the Department's correctional facilities.

Additional Information:

On March 8, 2016, the Board of Examiners previously approved the Department of Corrections critical need request for Correctional Officer positions serving at its rural locations and per NRS 286.523, the department is now requesting that the Board consider applying the Critical Labor Shortage designation to all vacant Correctional Officer and Correctional Nursing positions at all NDOC locations.

The department currently has 1,872 approved Correctional Officer positions and 101 approved Correctional Nurse positions. As of October 9, 2022, the agency reported 578 of the 1,872 Correctional Officer positions as vacant and 33 of the 101 Nursing positions as vacant, equating to a 31.25% vacancy rate.

The department indicates that the primary factors impacting its ability to recruit and retain positions include the following:

- The job itself requires non-conventional work schedules necessary for the twenty-four hour, 7-day a week operation of security facilities.

- The job can be extremely stressful resulting in high turnover as both verbal and physical attacks from inmates occur. Threats to an employee and his or her family add to the stress and ultimate high turnover of the positions.
- Salaries as compared to other law enforcement positions are low. In rural areas, competition for those workers is heavy with not only other law enforcement agencies, but also with the mines and companies which support the mines, substantially paying more and enticing staff away from the department.
- Affordable housing options continue to be an issue – in particular during the boom-and-bust cycles of the mines, which often puts housing at a premium, and out of reach for the newly hired Correctional Officers.

The department continues to struggle with filling Correctional Officer and Nursing positions, resulting in mandatory overtime, employees doing double shifts to meet the security needs of the institutions and heighten security risks. It would be the intent of the department to utilize retirees to supplement NDOC custody and nursing staff as needed while continuing to recruit for full time permanent replacements.

Statutory Authority:

NRS 286.510 - 286.523

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

Steve Sisolak
Governor

W. A. "Bill" Gittere
Acting Director



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

MEMORANDUM

Date: October 10, 2022

To: Amy Stephensen, Clerk of the Board, Governor's Finance Office

Subject: Critical Labor Designation Continuation Request

Over the past several biennia, the Critical Rehire Program has been instrumental in bring back a small but significant cohort of skilled and experienced retired Officers to the Department of Corrections. Until now, that program was authorized only in the most rural areas where vacancies were traditionally high and qualified personnel were difficult to recruit given the small number of qualified applicants and correspondingly high wage competition in those rural areas.

Post-pandemic vacancies across the state and wage competition are higher than ever before, not just in the rural areas. Currently, the Department is understaffed by 872 total personnel: 582 custody and 290 support personnel to include a critical shortage in Correctional Nurses.

Presently, the Department is authorized to utilize the program for 110 identified rural Officer positions; 14 of which are filled with retirees on the program working under four different budget codes. That may represent only 12.7% of authorized, but those 14 Officers are some of the most skilled, trained, and experienced in the Department and we are in dire need of them.

The Department urgently requests the Critical Rehire Program be expanded to include all Officer positions and critically needed Correctional Nursing positions at all institutions. That includes 578 total Officer positions and 33 Correctional Nursing positions. If 12.7% is any estimation of the response the Department may realize from this expanded program, it could mean filling as many as 59 vacant Officer positions and 4 Correctional Nursing positions with experienced and skilled retirees. Those numbers may sound insignificant in comparison to the total number of current vacancies, but they would be priceless to our operations.

A handwritten signature in blue ink, appearing to read "W. A. Gittere".

W. A. "Bill" Gittere, Acting Director
Nevada Department of Corrections

SUMMARY PAGE

VACANCY RATE FOR SFY23

BUDGET ACCOUNT	CRITICAL FTE'S	VACANCY TOTALS	VACANCY RATE
3706 - MEDICAL	101	33	32.67%
3710 - DIRECTOR'S OFFICE	39	5	12.82%
3715 - SNCC (CLOSED)	0	0	0.00%
3716 - WARM SPRINGS	102	46	45.10%
3717 - NORTHERN NV CC	250	113	45.20%
3719 - PRISON INDUSTRY	9	5	55.56%
3722 - STEWART CAMP	13	4	30.77%
3723 - PIOCHE CAMP	15	6	40.00%
3724 - NORTHERN NV TH	7	0	0.00%
3725 - THREE LAKES VALLEY	23	2	8.70%
3738 - SOUTHERN DESERT CC	225	47	20.89%
3739 - WELLS CAMP	12	2	16.67%
3741 - HUMBOLDT CAMP	12	3	25.00%
3747 - ELY CAMP	12	10	83.33%
3748 - JEAN CAMP	13	7	53.85%
3751 - ELY STATE PRISON	234	94	40.17%
3752 - CARLIN CAMP	12	5	41.67%
3754 - TONOPAH CAMP	12	6	50.00%
3759 - LOVELOCK CC	226	111	49.12%
3760 - CASA GRANDE TH	21	1	4.76%
3761 - FLORENCE MCCLURE WOMENS CC	148	19	12.84%
3762 - HIGH DESERT STATE PRISON	487	92	18.89%
TOTALS:	1973	611	31.27%

REVIEWED AND APPROVED BY: _____

DATE: _____

Steve Sisolak
Governor

W.A. "Bill" Gittere
Acting Director

Kimberly D. Smith
Chief Human Resources Officer



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Las Vegas, NV 89118
(725) 216-6000

STATE OF NEVADA
Department of Corrections

MEMORANDUM

Date: October 10, 2022

To: Michelle Ashcraft, Chief of Fiscal Services

Subject: Request for Critical Labor Designation
Nevada Department of Corrections

The Nevada Department of Corrections (NDOC) respectfully requests the Board of Examiners' review and approval of the critical needs designation for positions that have been occupied by retirees who have been reemployed under the critical labor designation in addition to other positions that have been vacant for quite some time as a result of all recruitment efforts being exhausted.

The Department must continue to ensure a safety and security environment for all offenders, employees, and community through meeting all State and Federal standards, the agency has found success through the utilization of the critical labor designation. In order to meet this commitment; the Department must also sustain an appropriate overtime situation, as such, we are requesting approval for the continuation of this hiring practice. NDOC is requesting this designation for up to 611 positions that are currently vacant: This includes 33 of the 101 Correctional Nurse positions and 578 peace officers in twenty institutions and those included in our transportation and prison industry staff of the 1872 approved positions employed by the Department. The requested 611 positions consist of Correctional Nurse 2 and 3, Corrections Officer (C/O), Senior C/O, Sergeant, and Lieutenant positions.

Historically, NDOC has confronted varying degrees of difficulty in recruiting and retaining various peace officer positions. This holds especially true for Ely State Prison (ESP), Lovelock Correctional Center (LCC), Warm Springs Correctional Center (WSCC), and Northern Nevada Correctional Center (NNCC). Due to that continuing reality, NDOC asked the Board of Examiners for a Critical Labor Shortage Designation for all of NDOC's facilities. This measure was taken in hopes of mitigating those challenges.

In 2016, the Nevada Board of Examiners originally approved the Department of Corrections' rural area camps and institutions for the requested Critical Labor Shortage designation for a two-year period. The continuation for this program was approved again in May 2020 for an

additional two-years, which expired in March 2022. This has allowed the Department to continue to rehire retired State employees on a temporary basis while still actively seeking full time applicants to fill the vacancies.

The extension is requested for the following positions:

Correctional Lieutenant (3759) 0006

(3762) 0049

(3710) 0497

(3748) 0060

Correctional Sergeant (3738) 0012

(3710) 1022

(3762) 1209

Sr. Correctional Officer (3716) 0089, 0702

(3717) 0178, 0206

(3722) 0063

(3723) 0011

(3738) 0024, 0073, 0086, 0112, 0253, 0783

(3739) 0063

(3747) 0061

(3751) 0230, 0232, 0239, 0257, 0258, 0269, 0568, 0569, 0571, 0572

(3759) 0038, 0046, 0052, 0054, 0074, 0411, 0418

(3762) 0070, 0230, 0405, 0410, 0416, 0418, 0421, 0588, 0705, 0714, 0800, 0916, 1248, 1249

Correctional Officer (3710) 0497, 0736, 0760, 1130

(3716) 0005, 0011, 0012, 0016, 0097, 0173, 0219, 0506, 0511, 0512, 0513, 0530, 0547, 0548, 0549, 0550, 0551, 0552, 0553, 0555, 0557, 0560, 0561, 0562, 0563, 0566, 0568, 0577, 0592, 0593, 0595, 0596, 0597, 0598, 0601, 0602, 0603, 0606, 0607, 0608, 0610, 0707, 0730, 0734

(3717) 0060, 0066, 0068, 0069, 0070, 0074, 0076, 0077, 079, 0104, 0106, 0107, 0112, 0113, 0117, 0130, 0134, 0136, 0145, 0155, 0161, 0165, 0181, 0203, 0212, 0217, 0220, 0233, 0321, 0338, 0380, 0381, 0383, 0384, 0385, 0386, 0388, 0389, 0403, 0404, 0405, 0406, 0407, 0419, 0421, 0430, 0433, 0436, 0437, 0447, 0516, 0517, 0528, 0529, 0538, 0540, 0544, 0545, 0563, 0564, 0565, 0604, 0606, 0607, 0611, 0638, 0639, 0640, 0659, 0661, 0708, 0718, 0740, 0742, 0743, 0746, 0747, 0749, 0751, 0755, 0758, 0759, 0761, 0762, 0765, 0766, 0768, 0773, 0774, 0775, 0778, 0780, 0781, 0783, 0784, 0785, 0786, 0788, 0790, 0791, 0793, 0794, 0795, 0797, 0798, 0799, 0801, 0817, 0818, 0819, 0820

(3719) 0307, 0354, 0360, 0361, 0362

(3722) 0035, 0061, 0064

(3723) 0014, 0040, 0043, 0061, 0065

(3725) 0017, 0634

(3738) 0012, 0041, 0045, 0050, 0052, 0055, 0061, 0065, 0071, 0076, 0084, 0087, 0107, 0110, 0161, 0166, 0170, 0175, 0178, 0180, 0190, 0197, 0210, 0213, 0240, 0255, 0256, 0265, 0266, 0284, 0594, 0595, 0598, 0604, 0624, 0743, 0747, 0760, 0774, 0775, 0777

(3739) 0054

(3741) 0062, 0067, 0070

(3747) 0021, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0029

(3748) 0061, 0062, 0064, 0065, 0073, 0078

(3751) 0244, 0246, 0248, 0253, 0254, 0255, 0263, 0264, 0303, 0305, 0306, 0319, 0321, 0322, 0328, 0330, 0332, 0337, 0339, 0341, 0348, 0349, 0350, 0360, 0362, 0364, 0371, 0379, 0380, 0387, 0388, 0391, 0392, 0396, 0399, 0401, 0405, 0407, 0409, 0414, 0416, 0417, 0419, 0421, 0422, 0424, 0430, 0437, 0438, 0439, 0443, 0445, 0450, 0467, 0470, 0478, 0479, 0480, 0483, 0484, 0488, 0489, 0494, 0495, 0496, 0497, 0499, 0503, 0506, 0507, 0508, 0509, 0510, 0515, 0517, 0541, 0542, 0551, 0552, 0553, 0554, 0555, 0557, 0558

(3752) 0004, 0005, 0006, 0010, 0011

(3754) 0003, 0005, 0006, 0011, 0012, 0014

(3759) 0050, 0056, 0076, 0082, 0084, 0086, 0094, 0100, 0102, 0106, 0110, 0112, 0116, 0120, 0122, 0126, 0138, 0144, 0152, 0158, 0160, 0164, 0166, 0180, 0188, 0194, 0208, 0220, 0222, 0224, 0228, 0230, 0232, 0234, 0240, 0242, 0246, 0250, 0254, 0256, 0258, 0262, 0264, 0266, 0270, 0272, 0276, 0278, 0290, 0292, 0294, 0296, 0300, 0304, 0410, 0412, 0413, 0415, 0416, 0417, 0419, 0421, 0423, 0424, 0425, 0426, 0428, 0429, 0431, 0433, 0434, 0435, 0436, 0437, 0438, 0439, 0440, 0444, 0446, 0447, 0448, 0449, 0450, 0451, 0452, 0453, 0454, 0455, 0458, 0459, 0467, 0469, 0470, 0471, 0709, 0710, 0711, 0712, 0713, 0714, 0715, 0716, 0719

(3760) 0116, 0118

(3761) 0017, 0019, 0037, 0046, 0056, 0074, 0076, 0083, 0108, 0109, 0132, 0742, 0743, 0747, 0760, 0775, 0780, 0782, 0800

(3762) 0075, 0080, 0081, 0096, 0099, 0104, 0105, 0106, 0111, 0114, 0120, 0133, 0139, 0231, 0237, 0449, 0450, 0454, 0456, 0459, 0467, 0469, 0471, 0479, 0480, 0483, 0484, 0491, 0492, 0496, 0498, 0507, 0512, 0514, 0521, 0525, 0534, 0537, 0551, 0562, 0568, 0576, 0578, 0582, 0585, 0601, 0713, 0802, 0808, 0816, 0919, 0922, 0930, 0932, 0935, 0967, 0972, 0975, 1167, 1169, 1176, 1178, 1183, 1191, 1197, 1202, 1204, 1206, 1207, 1217, 1218, 1234, 1254, 1260, 1262, 1268

Correctional Nurse 2 (3706) 0008, 0025, 0027, 0031, 0055, 0056, 0057, 0058, 0059, 0060, 0089, 1000, 1002, 1010, 1376, C614, E611, H611, H612, H613, H614, H615, H616, H617, J615, J813, K611, T611

Correctional Nurse 3 (3706) 0045, E618, F612, F620, J814

After a review of NRS 286.523 (5) (a,b,c), it is clear that the Department is in a staffing deficiency and these recruitment and staffing constraints have been communicated and reported to the Governor at numerous Board of Prison Commission Meetings. We reported that in efforts to maintain best practices for NDOC's Employee Recruitment and Retention endeavors, it was noted that we were growing and mentoring from within both in-house and through professionally accredited programming for professional development opportunities to reach, attract and retain the very best service from our current employee pool. Moreover, it was indicated that we would revisit the Critical Hire /Rehire/Labor Shortage Program, and by reaching out to the Retired Police Officers Association, and pulling an internal Department report of upcoming retirees, in addition to looking to contracting staff as initiatives to grow and stabilize staffing within the Department. With more than 600 vacant peace officer and nursing positions, our remaining staff have stepped up to take on thousands of hours per week of duties and a workload that those positions would normally cover.

NRS 286.523 Employment of retired employee: Exception for reemployment of certain retired employees to fill positions for which critical labor shortage exists; determination and designation of such positions; limitation on length of designation of position.

1. It is the policy of this State to ensure that the reemployment of a retired public employee pursuant to this section is limited to positions of extreme need. An employer who desires to employ such a retired public employee to fill a position for which there is a critical labor shortage must make the determination of reemployment based upon the appropriate and necessary delivery of services to the public.

2. The provisions of subsections 1 and 2 of [NRS 286.520](#) do not apply to a retired employee who accepts employment or an independent contract with a public employer under the System if:

(a) The retired employee fills a position for which there is a critical labor shortage; and

(b) At the time of the retired employee's reemployment, the retired employee is receiving:

(1) A benefit that is not actuarially reduced pursuant to subsection 6 of [NRS 286.510](#); or

(2) A benefit actuarially reduced pursuant to subsection 6 of [NRS 286.510](#) and has reached the required age at which the retired employee could have retired with a benefit that was not actuarially reduced pursuant to subsection 6 of [NRS 286.510](#).

3. A retired employee who is reemployed under the circumstances set forth in subsection 2 may reenroll in the System as provided in [NRS 286.525](#).

4. Positions for which there are critical labor shortages must be determined in an open public meeting held by the designating authority as follows:

(a) Except as otherwise provided in this subsection, the State Board of Examiners shall designate positions in State Government for which there are critical labor shortages.

(b) The Supreme Court shall designate positions in the Judicial Branch of State Government for which there are critical labor shortages.

- (c) The Board of Regents shall designate positions in the Nevada System of Higher Education for which there are critical labor shortages.
- (d) The board of trustees of each school district shall designate positions within the school district for which there are critical labor shortages.
- (e) The governing body of a charter school shall designate positions within the charter school for which there are critical labor shortages.
- (f) The governing body of a local government shall designate positions with the local government for which there are critical labor shortages.
- (g) The Board shall designate positions within the System for which there are critical labor shortages.

5. In determining whether a position is a position for which there is a critical labor shortage, the designating authority shall make findings based upon the criteria set forth in this subsection that support the designation. Before making a designation, the designating authority shall consider all efforts made by the applicable employer to fill the position through other means. The written findings made by the designating authority must include:

- (a) The history of the rate of turnover for the position;
- (b) The number of openings for the position and the number of qualified candidates for those openings after all other efforts of recruitment have been exhausted;
- (c) The length of time the position has been vacant;
- (d) The difficulty in filling the position due to special circumstances, including, without limitation, special educational or experience requirements for the position; and
- (e) The history and success of the efforts to recruit for the position, including, without limitation, advertising, recruitment outside of this State and all other efforts made.

6. A designating authority that designates a position as a critical need position shall submit to the System its written findings which support that designation made pursuant to subsection 5 on a form prescribed by the System. The System shall compile the forms received from each designating authority and provide a biennial report on the compilation to the Interim Retirement and Benefits Committee of the Legislature.

7. A designating authority shall not designate a position pursuant to subsection 4 as a position for which there is a critical labor shortage for a period longer than 2 years. To be redesignated as such a position, the designating authority must consider and make new findings in an open public meeting as to whether the position continues to meet the criteria set forth in subsection 5.

(Added to NRS by [2001, 2400](#); A [2003, 2062](#); [2005, 1077](#); [2009, 1549](#); R [2009, 1550](#); A [2011, 90](#); [2015, 2739, 2740](#))

Attached, please find the Critical Labor Shortage spreadsheet that indicates those positions that would fall under the requirements as noted in NRS 286.523. The spreadsheet has all pertinent work locations, duty locations, PCN numbers, vacancy status, description, grade and the full-time status of the position. Please contact the Department if you should have any further questions or concerns. We appreciate your consideration with this request.

Attachments (or Enclosures)

cc: Kimberly Smith, Chief Human Resources Officer
Michelle Ashcraft, Chief of Fiscal Services

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: November 4, 2022
To: Amy Stephenson, Clerk of the Board
Governor's Finance Office
From: Jennifer Hamilton, Executive Branch Budget Officer
Governor's Finance Office, Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

OFFICE OF THE ATTORNEY GENERAL

Agenda Item Write-up:

Pursuant to NRS 353.264, the Office of the Attorney General requests the Board of Examiners to approve a payment from the Statutory Contingency Account in the amount of \$10,000,000 representing the first installment of the State's portion of a settlement with Donald Walden, Jr., et al.

Additional Information:

The claimants in this matter assert that the State failed to pay amounts owed to Department of Corrections employees for wages of all hours worked, eligible overtime, minimum wages, resulting in alleged violation of the Fair Labor Standards Act and the Nevada Constitution.

The Attorney General's Office has determined this settlement is in the best interest of the State and settles all future claims in this matter.

Settlement Agreement is attached.

Statutory Authority:

BOE approval is required pursuant to NRS 353.264

REVIEWED: _____

ACTION ITEM: _____

A handwritten signature in blue ink, appearing to be "JAS", is written over the lines for the REVIEWED and ACTION ITEM fields.

AARON D. FORD
Attorney General

KYLE E.N. GEORGE
First Assistant Attorney General

CHRISTINE JONES BRADY
Second Assistant Attorney General



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

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Carson City, Nevada 89701

JESSICA L. ADAIR
Chief of Staff

LESLIE NINO PIRO
General Counsel

HEIDI PARRY STERN
Solicitor General

MEMORANDUM

To: Amy Stephenson, Director, Governor's Finance Office

From: Jessica Hoban, (775) 684-1116, jhoban@ag.nv.gov

Subject: Payment for the Walden Settlement

Date: October 3, 2022

Please place the following item on the November 15, 2022, Board of Examiners agenda for approval. Upon required approvals of the Board of Examiners and Interim Finance Committee, the state's portion of the first installment will be paid from the Statutory Contingency Account.

Claimant: Donald Walden, Jr., et al., etc.

Settlement Amount: \$55 million – deposited to an account established by the Claims Administrator

First Installment \$25 million

\$15 million – AIG Insurance

\$10 million – Statutory Contingency Account

\$5 million – Statutory Contingency

\$5 million – IFC Contingency

Second Installment of \$30 million contingent upon legislative approval

Recipients of \$55 million to be paid as follows:

\$140,000 to 7 Class Representatives

\$50,000 to Claims Administrator

\$36,276,667 to individual Claimants

\$18,533,333 for Attorneys' Fees and Costs

CLAIM RECOMMENDATION

DATE: November 3, 2022

CLAIMANT: Donald Walden, Jr., et al., etc.,

DATE OF LOSS: beginning May 12, 2011

AGENCY: State of Nevada, Department of Corrections

DISCUSSION

Claimants in this action assert the State failed to pay amounts owed to Department of Corrections employees for wages of all hours worked, eligible overtime, minimum wages, resulting in alleged violation of the Fair Labor Standards Act and the Nevada Constitution.

The parties have been in litigation related to this Action for more than eight years. During this time, two previous attempts at mediation failed. The current mediation resulted in an agreed settlement in the amount of \$55 million, which includes all attorneys' fees and costs of litigation to resolve this matter.

This settlement represents payment from the insurer for the State of Nevada for \$15 million towards the settlement, with the State to pay the balance of \$40 million through two installments, the first set for approval here and the second set for consideration and approval by the 2023 Legislature.

RECOMMENDATION

Based on investigation of the claims, consideration of costs of litigation and possible adverse outcome, it is determined this settlement is in the best interest of the State of Nevada at this time.

RECOMMENDATION: PAY

Approved:



November 3, 2022

LESLIE NINO PIRO, GENERAL COUNSEL

DATE

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*Attorneys for Defendant The State of Nevada,
ex rel. its Department of Corrections*

19 **UNITED STATES DISTRICT COURT**

20 **DISTRICT OF NEVADA**

21 DONALD WALDEN, JR., et al., etc.,

22 Plaintiffs,

23 v.

24 THE STATE OF NEVADA, EX REL. NEVADA
25 DEPARTMENT OF CORRECTIONS, and
DOES 1-50,

26 Defendants.

Case No.: 3:14-cv-00320-MMD-CSD

**JOINT STIPULATION OF COLLECTIVE
AND CLASS ACTION SETTLEMENT
AND RELEASE BETWEEN PLAINTIFFS
AND DEFENDANT**

1 This Joint Stipulation of Collective and Class Action Settlement and Release (the
2 "Settlement") is made and entered into by and between Plaintiffs DONALD WALDEN JR.,
3 NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY
4 RIDENOUR, and DANIEL TRACY on behalf of themselves and all other similarly situated
5 individuals ("Plaintiffs"), and Defendant STATE OF NEVADA, *EX REL.* ITS DEPARTMENT
6 OF CORRECTIONS ("Defendant" or "NDOC") (collectively referred to as "the Parties").

7 THE PARTIES STIPULATE AND AGREE as follows:

8 1. The following terms shall have the meanings ascribed to them below:

9 a. "Action" means the lawsuit captioned as DONALD WALDEN, JR., ET AL.
10 *v. THE STATE OF NEVADA, EX REL. NEVADA DEPARTMENT OF CORRECTIONS*, originally
11 filed on May 12, 2014, in the First Judicial District Court of Nevada, Carson City, Case No.
12 140C000891B, Dept. 2, and removed on June 17, 2014, to the United States District Court for the
13 District of Nevada, Case No. 3:14-cv-00320-MMD-CSD.

14 b. "Claims Administrator" means Phoenix Class Action Administration
15 Solutions, or such other claims administrator as may be mutually agreeable to the Parties.

16 c. "Class Counsel" means Thierman Buck, LLP of Reno, Nevada, and Gabroy
17 Messer of Henderson, Nevada.

18 d. "Class Counsel Payment" shall have the meaning ascribed to it in Paragraph
19 13 below.

20 e. "Class Members" means those individuals that are within the Settlement
21 Class, each of whom is a "Class Member."

22 f. "Class Period" means May 12, 2011, through the date of preliminary
23 approval of this Settlement.

24 g. "Class Representatives" mean Plaintiffs DONALD WALDEN JR.,
25 NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY
26 RIDENOUR, and DANIEL TRACY.

27 h. "Complaint" means the operative First Amended Class Action Complaint on
28 file in the Action that was filed on April 19, 2017.

i. "Court" means the United States District Court for the District of Nevada.

- 1 j. “Effective Date” shall have the meaning ascribed to it in Paragraph 11(b)
2 below.
- 3 k. “Final Order and Judgment” means the Final Order Approving Class Action
4 Settlement and Judgment, as more fully described in Paragraph 26 below, in substantially the form
5 attached hereto as Exhibit C, and as approved by the Court.
- 6 l. “Maximum Settlement Amount” shall be as defined in Paragraph 11(c)
7 below.
- 8 m. “Net Settlement Amount” shall be as defined in Paragraph 11(d) below.
- 9 n. “Notice” means the Notice of Collective and Class Action Settlement in
10 substantially the form attached hereto as Exhibit A, and as approved by the Court.
- 11 o. “Objection Deadline” means the date that is thirty (30) calendar days
12 following the initial mailing of the Notice by the Claims Administrator to Class Members.
- 13 p. “Opt-In Plaintiffs” means all persons who filed consents to join in the FLSA
14 portion of this Action as of May 23, 2022, a list of whom is attached hereto as Exhibit D.
- 15 q. “Participating Class Members” means all Class Members who do not file a
16 request to be excluded from the Settlement.
- 17 r. “Parties” means collectively the Plaintiffs and Defendant, each of whom is a
18 “Party.”
- 19 s. “Preliminary Approval Order” means the preliminary order approving the
20 Settlement, as more fully described in Paragraph 22 below, and in substantially the form attached
21 hereto as Exhibit B, and approved by the Court.
- 22 t. “Released Claims” means the claims to be released by the Settlement Class
23 as fully set forth in Paragraph 20 of this Agreement.
- 24 u. “Released Parties” means Defendant THE STATE OF NEVADA, EX REL.
25 NEVADA DEPARTMENT OF CORRECTIONS, its present and former officers, political
26 subdivisions, employees, agents, attorneys, experts, affiliates, successors and/or assigns, insurers or
27 reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents,
28 representatives, insurers and reinsurers of such plans), and any individual or entity that could be
jointly liable with any of them

1 v. "Service Award" means, subject to approval by the Court, a maximum
2 payment of \$20,000.00 to each Class Representative from the "Maximum Settlement Amount"
3 (defined below), which is in addition to the Class Representative's individual "Settlement Award"
4 (defined below) pursuant to this Settlement.

5 w. "Settlement" or "Agreement" means this Collective and Class Action
6 Settlement and Release between Plaintiffs and Defendant.

7 x. "Settlement Awards" means Settlement amounts to be paid to eligible Class
8 Members according to a specified formula as further described herein.

9 y. "Settlement Class" means "All current and former non-exempt hourly paid
10 employees, including sergeants and lieutenants, who have been employed by Defendant as
11 correctional officers at any time during the Class Period."

12 2. Plaintiffs initiated this Action on May 12, 2014. (ECF No. 1.) Plaintiff filed the
13 operative First Amended Complaint on April 19, 2017, asserting that Defendants failed to (1) pay
14 wages for all hours worked in violation of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201,
15 et seq.; (2) pay overtime in violation of 29 U.S.C. § 207; (3) pay minimum wages in violation of the
16 Nevada Constitution; (4) pay overtime in violation of NRS 284.180; and (5) comply with the terms
17 of its contract with Plaintiffs to pay an agreed upon hourly wage for all hours worked. (ECF No.
18 95.) Defendant filed its operative Answer on April 19, 2018. (ECF No. 175.)

19 3. The Parties have heavily litigated this Action for more than eight (8) years with
20 intense discovery, two separate appellate proceedings (including a writ petition to the United States
21 Supreme Court), and numerous dispositive motions. The Parties had previously engaged in two (2)
22 failed prior private mediation sessions and were only able to finally resolve this Action after an all-
23 day mandatory settlement conference with the Honorable Magistrate Judge Craig S. Denney.

24 4. The Parties now enter into this Settlement for preliminary and final Court approval.

25 5. This Action has already been conditionally certified pursuant to the FLSA on behalf
26 of the following collective group: "[A]ll current and former non-exempt hourly paid employees,
27 including sergeants and lieutenants, who were employed by NDOC as correctional officers at any
28 time from May 12, 2011, to the present." (ECF No. 45.) Seven hundred and forty-eight (748)
individuals have affirmatively opted-in to this Action as of the date of the Court's May 23, 2022,

1 Order. (ECF No. 407.) For the purposes of this Settlement only, the Parties stipulate and agree to
2 class certification pursuant to Rule 23 of the Federal Rules of Civil Procedure (FRCP) for the same
3 group of persons: All current and former non-exempt hourly paid employees, including sergeants
4 and lieutenants, who were employed by NDOC as correctional officers during the Class Period.
5 Excluded from the Class are all persons who elect to exclude themselves timely and properly per
6 the provisions of this Agreement. If for any reason the Court does not approve this Settlement, or
7 does not enter a Final Order and Judgment, or if this Settlement is terminated pursuant to the terms
8 this agreement, the class certification shall become null and void, and the fact of certification shall
9 not be used, cited to or admissible in any other proceeding.

10 6. Nothing related to this Agreement, or any communications, papers or orders related
11 to the Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by
12 Defendant or Released Parties of any liability, culpability, negligence, or wrongdoing toward
13 Plaintiffs, the Class Members, or any other person, or that class or collective action certification is
14 appropriate in this matter. Furthermore, nothing in this Agreement shall be cited to as, construed to
15 be admissible as, or considered any form of waiver of any exhaustion of administrative remedies
16 requirement and/or argument under Nevada law, including any argument that NRS chapter 284
does not contain a private right of action.

17 7. It is the desire of the Parties to fully, finally and forever settle, compromise, and
18 discharge all Released Claims. To achieve a full and complete release of all Released Claims in
19 favor of Defendant, each Class Member acknowledges that this Settlement is intended to include in
20 its effect all claims reasonably arising out of the allegations made in the Action and all Released
21 Claims against Defendant as of the date of the Court's Final Order and Judgment.

22 8. It is the intention of the Parties that this Settlement shall constitute a full, final, and
23 complete settlement and release of Defendant and the Released Parties with respect to all Released
24 Claims.

25 9. Class Counsel has conducted a thorough investigation into the facts of the Action,
26 including a review of relevant documents and data, and have diligently pursued an investigation of
27 Class Members' claims against Defendant. Based on their independent investigation and evaluation,
28 Class Counsel are of the opinion that the Settlement is fair, reasonable and adequate and is in the

1 best interest of the Settlement Class in light of all known facts and circumstances. Defendant and
2 Defendant's counsel also agree that the Settlement is fair and in the best interest of the Settlement
3 Class.

4 10. The Parties agree to cooperate and take all steps necessary and appropriate to
5 consummate this Settlement and to have a final order entered and judgment issued after all
6 Settlement sums have been paid out in accordance with this Settlement.

7 TERMS OF SETTLEMENT

8 11. NOW THEREFORE, in consideration of the mutual covenants, promises and
9 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

10 a. Settlement All-Inclusive: It is agreed by and among Plaintiffs and Defendant
11 that the Action and all Released Claims, damages or causes of action of any kind arising out of the
12 disputes that reasonably arise or could have arisen out of the facts alleged in the Action, be settled
13 and compromised as between the Settlement Class on the one hand and Defendant on the other
14 hand, subject to the terms and conditions set forth in this Settlement and the approval of the Court.
15 This Settlement shall bind the Class Members, Defendant, and their respective counsel, subject to
16 the terms and conditions hereof and the Court's approval.

17 b. Effective Date: The Settlement embodied in this Settlement shall become
18 effective when all of the following events have occurred ("Effective Date"): (i) this Settlement has
19 been executed by all Parties, Class Counsel and Defendant's counsel; (ii) the Maximum Settlement
20 Amount (defined below) required under this Settlement has been approved by the Board of
21 Examiners ("BOE") and the Interim Finance Committee ("IFC"); (iii) the Court has given
22 preliminary approval to the Settlement; (iv) the Notice has been sent to the Settlement Class,
23 providing them with an opportunity to opt out of the Settlement, or to object to the Settlement; (v)
24 the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment
25 Dismissing this Action; and (iv) in the event there are written objections filed prior to the formal
26 fairness hearing which are not later withdrawn, the later of the following events: (A) when the
27 period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed
28 without any appeal, writ or other appellate proceeding having been filed; (B) when any appeal, writ
or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively

1 with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate
2 proceeding has upheld the Court's Final Order and Judgment with no right to pursue further
3 remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not
4 become effective until the Court's Final Order and Judgment is completely final, and there is no
5 further recourse by any appellant or objector who seeks to contest the Settlement.

6 c. Maximum Settlement Amount: Defendant agrees to pay a maximum
7 settlement amount of Fifty-Five Million Dollars and Zero Cents (\$55,000,000.00) ("Maximum
8 Settlement Amount"), which includes all Settlement Awards to Class Members, the Service Awards
9 to the Class Representatives, the attorneys' fees and costs to Class Counsel, the claims
10 administration costs and expenses, and the employer share of employment taxes. Under no scenario
11 shall Defendant be required to pay any monies in excess of this Maximum Settlement Amount.

12 d. Net Settlement Amount: The net settlement amount ("Net Settlement
13 Amount") for distribution to Class Members pursuant to the distribution formula set for in
14 Paragraph 11(e) will be calculated by deducting from the Maximum Settlement Amount the
15 following: (a) Service Awards to the Class Representatives approved by the Court; (b) Class
16 Counsel Payment (for Class Counsel's attorneys' fees and expenses) approved by the Court; (c)
17 Claims Administrator's reasonable fees and expenses approved by the Court; and (d) Defendant's
18 share of employer taxes. If any portion of the Net Settlement Amount remains unpaid and/or
19 unused after the expiration of the check cashing period set forth in Paragraph 19 of this Agreement,
20 the Claims Administrator shall submit the uncashed funds to the State of Nevada's unclaimed
property fund.

21 e. Settlement Awards to Class Members: Subject to the terms and conditions of this
22 Settlement, the Claims Administrator will distribute a payment from the Net Settlement Amount to
23 each Class Member, according to a calculation of Settlement Awards to Class Members. Settlement
24 Awards to Class Members will be determined by the Claims Administrator based upon a pro rata
25 share of the number of workweeks worked by each Class Member in comparison to the total
26 number of workweeks worked by all Class Members. The number of workweeks worked by Class
27 Members during the Class Period will be determined by reference to Defendants' records, which
28 will be presumed to be correct unless credible written evidence to the contrary is timely submitted

1 to the Claims Administrator. Defendants will provide the Claims Administrator with an excel
2 spreadsheet calculation of the total number of workweeks worked. The Claims Administrator shall
3 assign to each Class Member a "Settlement Ratio," which shall be a percentage of the total amount
4 owed to all Class Members and the total amount to be recovered by each individual Class Member
5 based upon the number of workweeks worked. The Claims Administrator shall then assign to each
6 Class Member a "Settlement Award" which shall be calculated by multiplying that Class Member's
7 Settlement Ratio by the Net Settlement Amount, adjusted as follows:

8 **Opt-In Class Members:** Settlement Awards for Class Members who had opted-in
9 to this Action as of May 23, 2022. These Class Members will receive two (2) times
10 as much on a per-class member basis than Non Opt-In Class Members.

11 **Non Opt-In Class Members:** Settlement Awards for Class Members who had not
12 opted-in to this Action as of May 23, 2022. These Class Members will receive half
13 (1/2) as much on a per-class member basis than Opt-In Class Members.

14 The Claims Administrator will distribute a payment of a Settlement Award to each Class Member
15 who does not file a timely request to be excluded from the Settlement. The Claims Administrator
16 will include language on the back of each Settlement Award check, to be mutually agreed upon by
17 the Parties, which states that that by cashing the check the Class Member agrees to opt-in to the
18 Action and to be bound by the FLSA settlement and release of claims stated herein.

19 f. **Taxes, Withholdings, and Allocation:** Settlement Awards for each Class Member
20 will be allocated from the Net Settlement Amount and paid as follows: one-half (1/2) to alleged
21 unpaid wages for which IRS Forms W-2 will issue; and one-half (1/2) will be allocated to alleged
22 unpaid interest and penalties for which IRS Forms 1099-MISC will issue. The Claims
23 Administrator will calculate, withhold, remit and report each Class Member's share of applicable
24 payroll taxes (including, without limitation, federal income tax withholding, FICA, Medicare and
25 any local taxes) based on the wage portions of each person's Settlement Award. Payments treated
26 as unpaid wages shall be made net of all applicable employment taxes, and shall be reported to the
27 IRS and the payee under the payee's name and social security number on an IRS Form W-2.
28 Defendant shall cooperate with the Claims Administrator to timely arrive at an amount equal to the

1 employer's share of the FICA tax and any federal and/or state unemployment tax due by employers,
2 with respect to the amounts treated as wages, which amounts shall be paid from the Maximum
3 Settlement Amount. The Claims Administrator shall be responsible for making all reporting,
4 deposits, and withholdings with respect to all amounts payable to Class Members. In the event any
5 taxing agency or authority takes the position that some or all of the monies paid are taxable or
6 taxable in a different manner than set forth in this Agreement, Class Members shall be solely
7 responsible for any and all tax obligations that arise and this Agreement shall remain in full force
8 and effect. Class Members agree to indemnify, secure, and hold Defendant and Released Parties
9 harmless from any costs, penalties, damages, or any other sums arising from any tax obligations
10 imposed by any taxing authority as a result of the monies paid pursuant to this Agreement.

11 g. Settlement Awards Do Not Trigger Additional Benefits: It is expressly
12 understood and agreed that the receipt of a Settlement Award will not entitle any Class Member to
13 additional compensation or benefits under any company bonus, contest or other compensation or
14 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
15 any Class Member to any increased retirement benefits or matching benefits, or deferred
16 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in
17 this Agreement are the sole payments to be made by Defendant to the Class Members in connection
18 with this Settlement, and that the Class Members are not entitled to any new or additional
19 compensation or benefits as a result of having received the Settlement Awards (notwithstanding any
20 contrary language or agreement in any benefit or compensation plan document that might have been
21 in effect during the period covered by this Settlement).

22 h. Class Representatives: Subject to Court approval, lead Named-Plaintiffs will
23 receive Class Representative Service Awards of \$20,000.00 each (\$140,000.00, total) for their
24 dedication and service as lead Named-Plaintiffs and Class Representatives on behalf of Class
25 Members. The Service Awards shall be part of the Maximum Settlement Amount. Plaintiffs will
26 file a motion for approval of the Class Representative Service Awards no later than twenty-one (21)
27 days following the Court's order granting preliminary approval of this Settlement, to which
28 Defendant will not object. The outcome of the Court's ruling on the application for a Service

1 Award shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for
2 Final Order and Judgment. It is understood the Service Awards are in addition to any claimed
3 individual Settlement Award to which Plaintiffs are entitled along with other claiming Class
4 Members. The Claims Administrator will issue to Class Representatives an IRS Form 1099 for the
5 Service Awards, and the Class Representatives will be solely responsible for correctly
6 characterizing the Service Awards for tax purposes and for paying any taxes on the amounts
7 received, if any. The Service Awards approved by the Court shall be distributed to Class
8 Representatives by the Claims Administrator within ten (10) calendar days of receipt of all
9 settlement amounts in the Settlement Account pursuant to Paragraph 11(i).

10 i. Establishment of Settlement Account: The Claims Administrator shall
11 establish a settlement account for the purpose of safeguarding the Maximum Settlement Amount
12 and paying all payment amounts identified by this Settlement and approved by the Court
13 ("Settlement Account"). The Maximum Settlement Amount will be paid in two installments, the
14 first being a good faith deposit following preliminary Court approval and the second being the
15 remaining settlement funds following final Court approval. For the first payment, the good faith
16 deposit, Defendant shall deposit a total of Twenty-Five Million Dollars (\$25,000,000.00) in the
17 Settlement Account, by wire or check. Defendant shall deposit its portion of the \$25,000,000.00 no
18 later than ~~twenty-three (23)~~ twenty-one (21) days from the later of (i) the date that preliminary approval is
19 entered, or (ii) the date that the Maximum Settlement Amount is approved by the BOE and IFC.
20 Defendant's insurer, AIG, shall deposit its portion of the \$25,000,000.00 no later than forty-five
21 (45) days from the date that preliminary approval is entered. For the second payment, the
22 remaining settlement funds deposit, Defendant shall deposit a total of Thirty Million Dollars
23 (\$30,000,000.00) in the Settlement Account, by wire or check, no later than ninety (90) days from
24 the Effective Date of the Settlement, as set forth in Paragraph 11(b).

24 CLAIMS ADMINISTRATION

25 12. The Claims Administrator will send out to the Class Members the Notice by first
26 class United States mail. The Claims Administrator will calculate the Settlement Awards to Class
27 Members in accordance with this Settlement. The Claims Administrator shall report in writing the
28 substance of its findings to the Parties. The Claims Administrator shall be granted reasonable access

1 to Defendant's records to perform its duties. The Claims Administrator shall issue and mail the
2 Settlement Award checks to the Class Members within ten (10) calendar days of receipt of all
3 settlement amounts in the Settlement Account pursuant to Paragraph 11(i). Tax treatment of the
4 Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws;
5 provided, however, Plaintiffs and other Class Members herein acknowledge that neither the
6 Released Parties nor Defendant's counsel has or is providing any tax advice. The Claims
7 Administrator shall provide periodic reports to counsel for the Parties with respect to the numbers
8 of individuals submitting Requests for Exclusion and Objections, and will respond to reasonable
9 requests for information concerning the status of the administration of the Settlement. All disputes
10 relating to the Claims Administrator's performance of its duties shall be referred to the Court, if
11 necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement
12 until all payments and obligations contemplated by this Settlement have been fully carried out.

13 ATTORNEYS' FEES AND COSTS

14 13. Subject to approval of the Court, Class Counsel will receive a payment of up to 1/3
15 of the Maximum Settlement Amount for all current and future attorneys' fees and for up to
16 \$200,000.00 in actual costs incurred in litigating this Action, defined as the "Class Counsel
17 Payment." The Class Counsel Payment will cover all work performed and all fees and costs
18 incurred prior to the enactment of this Settlement, and all work to be performed and all fees and
19 costs to be incurred in connection with the approval by the Court of this Settlement, administration
20 of the Settlement, obtaining judgment in the Action, and any challenges, writs or appeals to the
21 Settlement. Should Class Counsel request a lesser amount, or the Court approve a lesser amount for
22 the Class Counsel Payment, the difference between the lesser amount and the requested amount set
23 forth above shall be added to the Net Settlement Amount. The Class Counsel Payment approved by
24 the Court shall be distributed to Class Counsel by the Claims Administrator within ten (10) calendar
25 days of receipt of all settlement amounts in the Settlement Account pursuant to Paragraph 11(i).

26 14. Class Counsel shall file a motion for approval of the Class Counsel Payment no later
27 than twenty-one (21) days following the Court's order granting preliminary approval of this
28 Settlement.

NOTICE TO THE SETTLEMENT CLASS

1 15. Notice of this Settlement shall be sent via U.S. Mail. The Notice shall be sent by the
2 Claims Administrator to the Class Members by first class mail based on the following procedure.
3 Any returned envelopes from this mailing with forwarding addresses will be used by the Claims
4 Administrator to forward the Notice to Class Members.

5 a. Within seven (7) calendar days of preliminary approval of this Settlement by
6 the Court, Defendant shall provide to the Claims Administrator a spreadsheet, which will list for
7 each Class Member the Class Member's name, last-known address, social security number, and
8 number of qualifying hours worked during the Class Period. The spreadsheet shall be based on
9 payroll records and/or personnel records provided by Defendant and in a format reasonably
10 acceptable to the Claims Administrator.

11 b. The Claims Administrator will run a check of the Class Members' last-
12 known addresses against those on file with the U.S. Postal Service's National Change of Address
13 List. Within fourteen (14) calendar days of preliminary approval of this Settlement by the Court, the
14 Claims Administrator will mail the Notice to the Class Members. The Class Members will have
15 thirty (30) calendar days from the date of the Claims Administrator's initial mailing of the Notice in
16 which to postmark requests for exclusion, or to file objections to the Settlement.

17 c. Notices returned to the Claims Administrator as non-delivered shall be resent
18 to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the
19 Claims Administrator will do a computer search for a new address using the Class Member's social
20 security number. Said search will be performed by the Claims Administrator one time per Class
21 Member for each Notice returned without a forwarding address. Upon completion of these steps by
22 the Claims Administrator, Defendant, Class Counsel, and the Claims Administrator shall be deemed
23 to have satisfied their obligations to provide the Notice to the affected Class Member and,
24 regardless of whether the affected Class Member actually receives the Notice, the affected Class
25 Member shall remain a member of the Settlement Class and shall be bound by all the terms of the
26 Settlement and the Court's Final Order and Judgment.

27 d. Class Counsel shall provide to the Court, at least seven (7) calendar days
28 before the final fairness hearing, a declaration by the Claims Administrator of due diligence and
proof of mailing with regarding to the mailing of the Notice.

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1 Exclusion is ambiguous, and may mutually agree to accept such Request for Exclusion for good
2 cause shown; ambiguous does not mean untimely Requests for Exclusion.

3 18. Defendant has the right in its sole and exclusive discretion to terminate and withdraw
4 from the Settlement at any time prior to a Final Order and Judgment of the Court if ten percent
5 (10%) or more of all Class Members timely and validly opt out of the Settlement.

6 OBJECTION PROCESS

7 19. A Class Member may object to this Settlement. For a Class Member to object to the
8 Settlement, a Class Member must file with the Court no later than the Objection Deadline a notice
9 of objection, signed by the Class Member or his or her counsel, stating the Class Member's: (i)
10 name; (ii) current address; (iii) telephone number; (iv) last 4-digits of his or her social security
11 number; and (v) basis of the objection. The Objection Deadline applies notwithstanding any
12 argument regarding non-receipt of the Notice. The Class Member objecting to the settlement must
13 also serve a copy of his or her notice of objection on counsel for the Parties and the Claims
14 Administrator by the Objection Deadline. The postmark date of the filing and service shall be
15 deemed the exclusive means for determining that the notice of objection is timely. The Claims
16 Administrator will not send any reminder notices to Class Members about the objection process.
17 Class Members who fail to make objections in the manner specified above shall be deemed to have
18 waived any objections, and shall be foreclosed from making any objections (whether by appeal or
19 otherwise) to the Settlement. Class Members who file and serve timely notices of objection will
20 have a right to appear at the Court's hearing to provide final approval of the Settlement in order to
21 have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to
22 solicit or otherwise encourage Class Members to submit written objections to the Settlement or
23 appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class
24 Members with respect to any such objections to this Settlement. If the Court rejects the Class
25 Member's objection, the Class Member will still be bound by the terms of this Agreement.

26 RELEASE OF CLAIMS

27 20. Upon final approval by the Court of this Settlement, and except as to such rights or
28 claims as may be created by this Settlement, each Class Member who has not submitted a timely
and valid Request for Exclusion and without the need to manually sign a release document, in

1 exchange for the consideration recited in this Agreement, on behalf of himself/herself and on behalf
2 of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns,
3 shall and does hereby fully and finally release the Defendant and Released Parties from any and all
4 state, federal and local claims arising from his/her employment including statutory claims, whether
5 known or unknown, in law or in equity, including but not limited to claims under any legal theory
6 for failure to pay minimum wage, failure to pay overtime compensation, failure to properly
7 calculate overtime compensation, failure to pay for all hours worked, failure to provide meals and
8 rest periods, failure to timely pay wages or compensation or final wages or compensation, failure to
9 reimburse for business expenses, making illegal deductions from wages or compensation, failure to
10 furnish accurate wage statements or other notices, failure to keep accurate records, and any and all
11 claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest and/or
12 penalties of any kind whatsoever, whether known or unknown, whether based on common law,
13 regulations, statute, or a constitutional provision, under state, federal or local law, arising out of the
14 allegations made in the Action and that reasonably arise or could have arisen out of the facts alleged
15 in the Action. Notwithstanding the foregoing, nothing in this Agreement releases any claims that
16 cannot be released as a matter of law. The Notice mailed to the Settlement Class will specifically
set forth the claims being released.

17 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

18 21. Defendant shall promptly seek approval from the BOE and the IFC for approval of
19 this Settlement. Defendant shall present this Settlement to the BOE for approval on or before the
20 November 15, 2022, meeting. Defendant shall present this Settlement to the IFC at the earliest IFC
21 meeting following BOE approval. Defendant shall promptly notify Class Counsel of all
22 developments from the BOE and IFC meetings.

23 22. On or before November 11, 2022, Plaintiff's Counsel shall file a Motion for
24 Preliminary Approval of Collective and Class Action Settlement, submit this Settlement, and
25 request a determination by the Court as to the Settlement's fairness, adequacy, and reasonableness.
26 In so doing, Class Counsel shall apply to the Court for the entry of the Preliminary Approval Order
27 substantially in the following form and as attached hereto as Exhibit B:
28

1 a. Scheduling a fairness hearing on the question of whether the proposed
2 Settlement, including payment of attorneys' fees and costs, costs of administration, and the Service
3 Awards, should be finally approved as fair, reasonable, and adequate as to the members of the
4 Settlement Class;

5 b. Certifying the Settlement Class under Rule 23 of the FRCP, affirming
6 Named-Plaintiffs as Class Representatives, and affirming Thierman Buck, LLP and Gabroy Messer
7 Law Offices as Class Counsel;

8 c. Approving as to form and content the proposed Notice attached hereto as
9 Exhibit A;

10 d. Directing the mailing of the Notice by first class mail to the Class Members;

11 e. Preliminarily approving the Settlement subject only to the objections of Class
12 Members and final review by the Court; and

13 23. To effectuate the Settlement, the Parties agree that all Court deadlines be continued
14 pending approval of the Settlement.

15 24. If for any reason the Settlement is not approved by the governmental bodies as set
16 forth in Paragraph 21 or the Court as set forth in Paragraph 22, or if Defendant terminates and
17 withdraws from the Settlement pursuant to this Paragraph 18, this Settlement Agreement and any
18 related settlement documents shall be null and void. In such an event, neither the Settlement
19 Agreement, nor the settlement documents, nor the negotiations leading to the Settlement may be
20 used as evidence for any purpose. The Parties will promptly notify the Court in the event that the
21 Settlement is not approved or is terminated and will seek to reinstate all pending case deadlines.

22 DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

23 25. Following final approval by the Court of the Settlement provided for in this
24 Settlement, Class Counsel will submit a proposed Court's Final Order and Judgment in
25 substantially the form attached hereto as Exhibit C:

26 a. Approving the Settlement, adjusting the terms thereof to be fair, reasonable
27 and adequate, and directing consummation of its terms and provisions;

- 1 b. Approving the Class Counsel Payment, not to exceed the maximum amount
2 set forth herein;
- 3 c. Approving the Service Award to the Class Representative, not to exceed the
4 maximum amount set forth herein;
- 5 d. Approving the Claims Administration fees and costs; and
- 6 e. Entering a final order of the Action, and permanently barring and enjoining
7 all members of the Settlement Class from prosecuting against the Released Parties any individual or
8 class or collective claims released herein, upon satisfaction of all payments and obligations
9 hereunder.

10 PARTIES' AUTHORITY

11 26. The signatories hereto hereby represent that they are fully authorized to enter into
12 this Settlement and bind the Parties hereto to the terms and conditions thereof.

13 MUTUAL FULL COOPERATION

14 27. The Parties agree to fully cooperate with each other to accomplish the terms of this
15 Settlement, including but not limited to, execution of such documents and taking such other action
16 as reasonably may be necessary to implement the terms of this Settlement. The Parties to this
17 Settlement shall use their reasonable best efforts, including all efforts contemplated by this
18 Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to
19 effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of
20 this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its
21 counsel, take all necessary steps to secure the Court's final approval of this Settlement.

22 NO PRIOR ASSIGNMENTS

23 28. The Parties and their respective counsel represent, covenant and warrant that they
24 have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
25 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
26 or right herein released and discharged.

27 NO ADMISSION

28 29. Nothing contained herein, nor the consummation of this Settlement, is to be
construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of

1 any Defendant. Each of the Parties hereto has entered into this Settlement solely with the intention
2 to avoid further disputes and litigation with the attendant inconvenience and expenses.

3 ENFORCEMENT ACTIONS

4 30. In the event one or more of the Parties to this Settlement institutes any legal action or
5 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
6 declare rights or obligations under this Settlement, the successful Party or Parties shall be entitled to
7 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
8 witness fees incurred in connection with any enforcement actions.

9 NOTICES

10 31. Unless otherwise specifically provided herein, all notices, demands or other
11 communications given hereunder shall be in writing and shall be deemed to have been duly given as
12 of the first business day after mailing by overnight courier with confirmed delivery, addressed as
13 follows:

14 To Plaintiff and the Settlement Class:

15 Mark R. Thierman, Esq.
mark@thiermanbuck.com
16 Joshua D. Buck, Esq.
josh@thiermanbuck.com
17 Leah L. Jones, Esq.
leah@thiermanbuck.com
18 Joshua R. Hendrickson, Esq.
joshh@thiermanbuck.com
19 THIERMAN BUCK LLP
20 7287 Lakeside Drive
Reno, Nevada 89511

21 To Defendant:

22 Sheri M. Thome, Esq.
23 Sheri.Thome@wilsonelser.com
24 WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP
25 6689 Las Vegas Blvd. South, Suite 200
Las Vegas, NV 89119

26 CONSTRUCTION

1 32. The Parties agree that the terms and conditions of this Settlement are the result of
2 lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be
3 construed in favor of or against any Party by reason of the extent to which any Party or his, her or
4 its counsel participated in the drafting of this Settlement.

5 CAPTIONS AND INTERPRETATIONS

6 33. Paragraph titles or captions contained herein are inserted as a matter of convenience
7 and for reference, and in no way define, limit, extend or describe the scope of this Settlement or any
8 provision of it. Each term of this Settlement is contractual and not merely a recital.

9 MODIFICATION

10 34. This Settlement may not be changed, altered, or modified, except in writing and
11 signed by the Parties hereto and approved by the Court. This Settlement may not be discharged
12 except by performance in accordance with its terms or by a writing signed by the Parties.

13 INTEGRATION CLAUSE

14 35. This Settlement contains the entire agreement between the Parties relating to the
15 settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
16 understandings, representations and statements, whether oral or written and whether by a Party or
17 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
18 writing.

19 BINDING ON ASSIGNS

20 36. This Settlement shall be binding upon and inure to the benefit of the Parties and their
21 respective heirs, trustees, executors, administrators, successors, and assigns; provided, however,
22 that a Party's rights and obligations hereunder may not be assigned or delegated without the express
23 prior written consent of the other Parties.

24 CLASS MEMBER SIGNATORIES

25 37. It is agreed that because the Class Members are so numerous, it is impossible or
26 impractical to have each Class Member execute this Settlement. The Notice will advise all Class
27 Members of the binding nature of the release, and the release shall have the same force and effect as
28 if this Settlement were executed by each Class Member.

COUNTERPARTS

38. This Settlement may be executed in counterparts and by facsimile and digital signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including email and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement binding upon and effective as to all Parties.

NO ADVERSE OR RETALIATORY ACTION

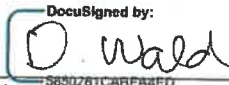
39. Defendant will not take any adverse or retaliatory action against the Class Representative.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement as of the date(s) set forth below:

Plaintiff and Class Representative

DATED: 10/14/2022

PLAINTIFF DONALD WALDEN JR.

By: 
Donald Walden, Jr.


DATED: 10/16/2022

PLAINTIFF NATHAN ECHEVERRIA

By: 
Nathan Echeverria

DATED: 10/13/2022

PLAINTIFF AARON DICUS

By: 
Aaron Dicus

DATED: 10/15/2022

PLAINTIFF BRENT EVERIST

By: 
Brent Everist

DATED: 10/14/2022

PLAINTIFF TRAVIS ZUFELT

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DATED: 10/14/2022

DATED: 10/17/2022

Class Counsel

DATED: 10/13/2022

DATED: 10/13/2022

Defendant

DATED: 10.17.2022

DocuSigned by:
By: 
Travis Zufelt


PLAINTIFF TIMOTHY RIDENOUR

DocuSigned by:
By: 
Timothy Ridenour

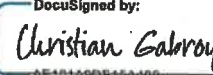
PLAINTIFF DANIEL TRACY

DocuSigned by:
By: **Daniel Tracy**
Daniel Tracy


THIERMAN BUCK, LLP

DocuSigned by:
By: 
Mark R. Thierman
Joshua D. Buck
Leah L. Jones
Joshua R. Hendrickson

GABROY MESSER

DocuSigned by:
By: 
Christian Gabroy
Kaine Messer

THE STATE OF NEVADA, EX REL. NEVADA
DEPARTMENT OF CORRECTIONS

By: 
Print: W. A. "Bill" Gittere
Title: Acting Director

Defendant's Counsel

DATED: 10/14/2022

STATE OF NEVADA,
OFFICE OF THE ATTORNEY GENERAL

By: 
Steve Shevorski

DATED: 10/13/2022

WILSON ELSEER MOSKOWITZ EDELMAN
& DICKER LLP

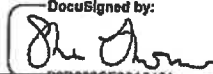
By: 
Sheri Thome

EXHIBIT A

Class Notice

EXHIBIT A

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 DONALD WALDEN, JR., et al., etc.,

Case No.: 3:14-cv-00320-MMD-CSD

4 Plaintiffs,

5 v.

6 THE STATE OF NEVADA, EX REL. NEVADA
7 DEPARTMENT OF CORRECTIONS, and DOES
8 1-50,

9 Defendants.

10
11 NOTICE OF PENDENCY OF COLLECTIVE AND CLASS ACTION SETTLEMENT
12 AND FINAL HEARING DATE

13 YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
14 PLEASE READ THIS NOTICE CAREFULLY.

15 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

16 Do Nothing and
17 Remain Eligible to
18 Receive a Payment

To be eligible to receive a cash payment from the Settlement, you do not have to do anything.

19 Your potential Settlement Share is based upon the number of workweeks that you worked for as a correctional officer with Defendant the State of Nevada, ex rel. Nevada Department of Corrections, from May 12, 2011 to [insert date of preliminary approval].

20 Your estimated Settlement Share is [insert Settlement Share].

21 In exchange for participating in the Settlement, you will release your claims against the Defendant, as detailed below.

22 Exclude Yourself

23 If you wish to exclude yourself from the Settlement and *not* release your claims, you must send a written request for exclusion to the Settlement Administrator, as provided below. If you request exclusion, you will not be eligible to receive any cash payment from the Settlement, but you will retain all your legal claims.

24 If you have previously filed a consent to join in this action and decide to exclude yourself from this action, you will be required to retain your own legal counsel or proceed on your own behalf.

25 Object

26 You may write to the Court about why you do not like the Settlement.

1 **I. WHY DID I GET THIS NOTICE?**

2 A proposed collective and class action settlement (the "Settlement") of this lawsuit pending in the United
3 States District Court, District of Nevada (the "Court"), has been reached between Plaintiffs Donald Walden
4 Jr., Nathan Echeverria, Aaron Dicus, Brent Everist, Travis Zufelt, Timothy Ridenour, and Daniel Tracy
("Plaintiffs") and Defendant the State of Nevada, Ex. Rel. Department of Nevada Corrections
("Defendant" or "NDOC"). The Court granted preliminary approval of this Settlement on [insert date].

5 **You have received this Class Notice because you have been identified as a member of the Class,**
6 **which is defined as:**

7 All current and former non-exempt hourly paid employees, including
8 sergeants and lieutenants, who have been employed by Defendant as
9 correctional officers at any time from May 12, 2011 to [insert date of
preliminary approval] ("Class Period").

10 This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read
11 this Notice carefully as your rights may be affected by the Settlement.

12 **II. WHAT IS THIS COLLECTIVE AND CLASS ACTION LAWSUIT ABOUT?**

13 On May 12, 2014, a collective and class action lawsuit was filed by Plaintiffs, on behalf of themselves and
14 all other similarly situated employees, for the recovery of unpaid wages under federal and state law (the
15 "Action"). The Action alleged that Defendant violated federal and state wage-hour laws by failing to
16 compensate correctional officers (COs) for time spent performing pre and post shift work activities. The
17 Action asserted five (5) separate causes of action: (1) Failure to pay wages for all hours worked in violation
of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq.; (2) Failure to pay overtime in violation
of the FLSA, 29 U.S.C. § 207; (3) Failure to pay minimum wages in violation of the Nevada Constitution;
(4) Failure to pay overtime in violation of NRS 284.180; and (5) Failure to comply with the terms of its
contract with Plaintiffs to pay an agreed upon hourly wage for all hours worked.

18 The Court granted conditional certification in this Action under the FLSA and seven hundred and forty-
19 eight (748) of you previously filed consents to join with the Court on or before May 23, 2022. The Court
20 granted Plaintiffs' motion for summary judgment on the compensability of the pre and post shift work
21 activities at issue in this case under the FLSA but did not rule how much, if any, damages could be
22 recovered. Plaintiffs sought to re-assert the previously alleged state law claims that had previously been
dismissed by the Court. Defendant continues to dispute the allegations asserted in the Action, both under
the FLSA and under state law, and disputes that amount of potential damages that could be recovered, if
at all.

23 **III. WHAT DOES THE SETTLEMENT PROVIDE?**

24 A. **Maximum Settlement Amount.** The total amount of the Settlement is \$55,000,000.00
25 ("Maximum Settlement Amount"). The Maximum Settlement Amount includes the payment of
26 all Settlement Shares to Participating Class Members, the Class Representative Service Payments
to the Plaintiffs, Class Counsels' attorneys' fees and costs, the expenses of the Settlement
Administrator, and the employer's share of employment taxes.

27 B. **Net Settlement Amount.** The net amount of the Settlement is the amount to be paid out to
28 Participating Class Members after deducting the court approved payments of the Service Awards
to the Class Representatives, Class Counsels' attorneys' fees and costs, the expenses of the

1 Settlement Administrator, and the employer's share of employment taxes ("Net Settlement
2 Amount"). The Net Settlement Amount shall be distributed to class members who do not request
3 exclusion ("Participating Class Members").

4 C. **Settlement Share Calculations.** The Settlement Share for each Participating Class Member will
5 be calculated on a pro rata basis depending on the total number of workweeks worked by each
6 Participating Class Member in comparison with the hours worked by all Participating Class
7 Members. The Settlement Share ratio for each Participating Class Member will then be adjusted
8 depending on whether the Participating Class Member had previously filed a consent to join in
9 this action on or before May 23, 2022, as follows:

10 i. **Opt-In Class Members:** Settlement Awards for Class Members who had opted-in to this
11 Action as of May 23, 2022. These Class Members will receive two (2) times as much on
12 a per-class member basis than Non Opt-In Class Members.

13 ii. **Non Opt-In Class Members:** Settlement Awards for Class Members who had not opted-
14 in to this Action as of May 23, 2022. These Class Members will receive half (1/2) as
15 much on a per-class member basis than Opt-In Class Members.

16 C. **Class Representative Service Payment.** A Service Award to the Class Representatives of up to
17 \$20,000 to each Named-Plaintiff, or such lesser amount as may be approved by the Court, to
18 compensate them for services on behalf of the Class in initiating and prosecuting the Action, and
19 for the risks they undertook, subject to Court approval.

20 D. **Attorneys' Fees and Costs.** Payment to Class Counsel of no more than \$18,333,333.33 (1/3 of
21 the Maximum Settlement Amount) for all past and future legal fees, and up to \$200,000 for all
22 litigation expenses incurred, both subject to Court approval. Class Counsel has been prosecuting
23 the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being
24 paid any money to date) and has been paying all litigation costs and expenses out of pocket. Class
25 Counsel's attorney-client agreement with Plaintiffs provides for Class Counsel to recover up to
26 35% of any potential recovery.

27 E. **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not
28 to exceed \$50,000, for expenses, including expenses of establishing a settlement account,
preparing and sending out this Class Notice, processing opt-outs, and distributing settlement
payments.

F. **Tax Matters.** Neither Class Counsel nor Defendant's counsel intend anything contained in this
Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor
concerning the tax consequences of the payments received under the Settlement.

G. **Court Approval Required.** This Settlement is conditioned upon the Court entering an order
granting final approval of the Settlement and entering judgment.

I. **Detailed Terms of Settlement.** This notice summarizes the Settlement. For the precise terms and
conditions of the Settlement, please see the settlement agreement available at <Settlement
Administrator's website>, by contacting class counsel at info@thiermanbuck.com or (775) 284-
1500, by accessing the Court docket in this case, through the Court's online records at [insert
PACER] or by visiting the office of the Clerk of the Court for the United States District Court,
District of Nevada, located at 400 S. Virginia St., Reno, NV 89501, between 9:00 a.m. and 4:00
p.m., Monday through Friday, excluding Court holidays. **PLEASE DO NOT TELEPHONE**

1 **THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS**
2 **SETTLEMENT.**

3 **IV. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT?**

4 By participating in the Action and accepting the settlement payment, you will not be able to make a claim
5 or file a lawsuit for the claims that were alleged in this Action—i.e., that Defendant owes you any unpaid
6 wages for not compensating you for the unpaid pre and post shift activities that you performed during the
7 Class Period. Specifically, the "Release of Claims" set forth in the Settlement states as follows:

8 Upon final approval by the Court of this Settlement, and except as to such
9 rights or claims as may be created by this Settlement, each Class Member
10 who has not submitted a timely and valid Request for Exclusion and
11 without the need to manually sign a release document, in exchange for
12 the consideration recited in this Agreement, on behalf of himself/herself
13 and on behalf of his/her current, former, and future heirs, executors,
14 administrators, attorneys, agents, and assigns, shall and does hereby fully
15 and finally release the Defendant and Released Parties from any and all
16 state, federal and local claims arising from his/her employment including
17 statutory claims, whether known or unknown, in law or in equity,
18 including but not limited to claims under any legal theory for failure to
19 pay minimum wage, failure to pay overtime compensation, failure to
20 properly calculate overtime compensation, failure to pay for all hours
21 worked, failure to provide meals and rest periods, failure to timely pay
22 wages or compensation or final wages or compensation, failure to
23 reimburse for business expenses, making illegal deductions from wages
24 or compensation, failure to furnish accurate wage statements or other
25 notices, failure to keep accurate records, and any and all claims for
26 recovery of compensation, overtime pay, minimum wage, premium pay,
27 interest and/or penalties of any kind whatsoever, whether known or
28 unknown, whether based on common law, regulations, statute, or a
 constitutional provision, under state, federal or local law, arising out of
 the allegations made in the Action and that reasonably arise or could have
 arisen out of the facts alleged in the Action. Notwithstanding the
 foregoing, nothing in this Agreement releases any claims that cannot be
 released as a matter of law.

21 **V. HOW MUCH WILL MY PAYMENT BE?**

22 Your Settlement Share will be based on the number of workweeks that you worked as a non-exempt hourly
23 paid CO during the Class Period and whether you previously opted-in to the federal portion of the Action.

24 Defendant's records reflect that you worked [insert number] of workweeks during the Class Period. You
25 [did/did not] file a consent to join in the federal portion of this action on or before May 23, 2022.

26 Your estimated Settlement Share is [insert Settlement Share]

27 If you wish to challenge the information set forth above, then you must submit a written, signed dispute
28 challenging the information along with supporting documents, to the Settlement Administrator at the
 address provided in this Class Notice no later than <date 30 days after mailing of class notice>.

1 **VI. HOW CAN I BE ELIGIBLE TO RECEIVE A PAYMENT?**

2 **To be eligible to receive money from the Settlement, you do not have to do anything.** A check for
3 your settlement payment will be mailed automatically to the same address as this Class Notice. If your
4 address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement
5 Administrator is: [insert Settlement Administrator information]

6 **VII. WHAT IF I DON'T WANT TO BE A PART OF THE SETTLEMENT?**

7 If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt
8 out." **If you opt out, you will not be eligible to receive any money from the Settlement, but you will
9 not be bound by its terms. If you previously filed a consent to join in the federal portion of this
10 Action but wish to opt-out, you will be required to retain your own legal counsel or proceed on your
11 own behalf.**

12 To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and
13 dated request for exclusion postmarked no later than <30 days after mailing of class notice>. The address
14 for the Settlement Administrator is *Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of
15 Corrections, c/o [insert Settlement Administrator name and information]*. The request for exclusion must
16 state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of
17 the case *Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of Corrections*, Case No.: 3:14-
18 cv-00320-MMD-CSD." The request for exclusion must contain your name, address, signature and the last
19 four digits of your Social Security Number for verification purposes. The request for exclusion must be
20 signed by you. No other person may opt out for a member of the Class.

21 **VIII. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?**

22 Any Class Member, who has not opted out and believes that the Settlement should not be finally approved
23 by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and
24 state the Class Member's name, current address, telephone number, and describe why you believe the
25 Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other
26 correspondence must also state the name and number of the case, which is *Walden, et. al. v. State of
27 Nevada, Ex. Rel. Nevada Department of Corrections*, Case No.: 3:14-cv-00320-MMD-CSD.

28 To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound
by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member
who does not object in the manner provided in this Class Notice shall have waived any objection to the
Settlement, whether by appeal or otherwise.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval
Hearing, either in person or through your own attorney. If you appear through your own attorney, you are
responsible for hiring and paying that attorney. All written objections and supporting papers must (a)
clearly identify the case name and number (*Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department
of Corrections*, Case No.: 3:14-cv-00320-MMD-CSD), (b) be submitted to the Court either by mailing
them or by filing them in person with the Clerk of the Court for the Clerk of the Court for the United States
District Court, District of Nevada, located at 400 S. Virginia St., Reno, NV 89501, and (c) be filed or
postmarked on or before <30 days following mailing of the Class Notice>.

The addresses for the Parties' Counsel are as follows:

Class Counsel:

Mark R. Thierman
mark@thiermanbuck.com
Joshua D. Buck
josh@thiermanbuck.com
Leah L. Jones
leah@thiermanbuck.com
Joshua R. Hendrickson
joshh@thiermanbuck.com
THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, Nevada 89511

Counsel for Defendant:

Sheri M. Thome, Esq.
Sheri.Thome@wilsonelser.com
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EDELMAN & DICKER LLP
6689 Las Vegas Blvd. South,
Suite 200
Las Vegas, NV 89119

Christian Gabroy

christian@gabroy.com

Kaine Messer

kmesser@gabroy.com

GABROY MESSER

170 S. Green Valley Pkwy., Suite 280
Henderson, Nevada 89012

IX. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at <time> a.m. on <date>, in Courtroom <#> before Chief Judge Miranda Du at the United States District Court, District of Nevada, located at 400 S. Virginia St., Reno, NV 89501. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. You may check the settlement website identified in Section III above to confirm that the date has not been changed. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

X. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

You may call the Settlement Administrator at <phone> or write to *Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of Corrections*, Settlement Administrator, c/o [insert Settlement Administrator name and information]; or contact Class Counsel at 775-284-1500 or email at info@thiermanbuck.com

This notice summarizes the Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Class Counsel, or by going to the Settlement Administrator's website at <website>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

EXHIBIT B

Order Granting Preliminary Approval of Class Action Settlement

EXHIBIT B

1 Mark R. Thierman, Nev. Bar No. 8285
2 mark@thiermanbuck.com
3 Joshua D. Buck, Nev. Bar No. 12187
4 josh@thiermanbuck.com
5 Leah L. Jones, Nev. Bar No. 13161
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7 Joshua R. Hendrickson, Nev. Bar No. 12225
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9 GABROY LAW OFFICES
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11 Kaine Messer (#14240)
12 The District at Green Valley Ranch
13 170 South Green Valley Parkway, Suite 280
14 Henderson, Nevada 89012
15 Tel (702) 259-7777
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17 christian@gabroy.com
18 kmesser@gabroy.com

15 *Attorneys for Plaintiffs*

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*Attorneys for Defendant The State of Nevada,
ex rel. its Department of Corrections*

19 UNITED STATES DISTRICT COURT
20 DISTRICT OF NEVADA

21 DONALD WALDEN, JR., et al., etc.,

22 Plaintiffs,

23 v.

24 THE STATE OF NEVADA, EX REL. NEVADA
25 DEPARTMENT OF CORRECTIONS, and
DOES 1-50,

26 Defendants.

Case No.: 3:14-cv-00320-MMD-WGC

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 Plaintiffs' Motion for Preliminary Approval of Collective and Class Action Settlement came
3 before this Court, the Honorable Chief Judge Miranda M. Du presiding, on December 1, 2022, at
4 2:30 p.m.. This Court, having considered the papers submitted in support of the Motion, HEREBY
5 ORDERS THE FOLLOWING:

6 1. This Court grants preliminary approval of the Settlement and the Settlement Classes
7 based upon the terms set forth in the Collective and Class Action Settlement and Release between
8 Plaintiffs Donald Walden, Jr., et. al. and Defendant the State of Nevada, Ex. Rel. Nevada
9 Department of Corrections ("Settlement"). The Settlement preliminarily appears to be fair,
10 adequate, and reasonable to the Class. The Joint Motion for Preliminary Approval is GRANTED.

11 2. The Settlement falls within the range of reasonableness and appears to be
12 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
13 and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement should
15 be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
16 accordance with the Implementation Schedule set forth below.

17 4. This Court approves, as to form and content, the Notice of Pendency of Collective
18 and Class Action Settlement and Final Hearing Date ("Class Notice of Settlement"), in substantially
19 the form attached to the Settlement as Exhibit A. This Court approves the procedure for Class
20 Members to (i) participate (i.e., do nothing), (ii) opt out, or (iii) object, to the Settlement as set forth
21 in the Class Notice of Settlement.

22 5. The Court directs the mailing of Class Notice of Settlement by first class mail to the
23 Class Members in accordance with the Implementation Schedule set forth below. This Court finds
24 the dates selected for the mailing and distribution of the Class Notice of Settlement, as set forth in
25 the Implementation Schedule, meet the requirements of due process and provide the best notice
26 practicable under the circumstances and shall constitute due and sufficient notice to all persons
27 entitled thereto.

28 6. This Court has already conditionally certified the opt-in collective group pursuant to
the Fair Labor Standards Act (FLSA) and that decision is not disturbed. It is further ordered that a

1 Settlement Class, as defined in the Settlement, is preliminarily certified pursuant to Rule 23 of the
2 Federal Rules of Civil Procedure for settlement purposes only.

3 7. This Court re-affirms Plaintiffs DONALD WALDEN JR., NATHAN ECHEVERRIA,
4 AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY RIDENOUR, and DANIEL TRACY
5 as Class Representatives.

6 8. This Court re-affirms Mark Thierman, Esq., Joshua Buck, Esq., Leah Jones, Esq.,
7 and Joshua R. Hendrickson, Esq. of Thierman Buck, LLP of Reno, Nevada and Christian Gabroy,
8 Esq. and Kaine Messer, Esq. of Gabroy Messer of Henderson, Nevada as Class Counsel.

9 9. This Court confirms [insert Settlement Administrator] as the Settlement
10 Administrator.

11 10. This Court orders the following Implementation Schedule for further proceedings:

12 a.	Deadline for Defendant to Submit Class Member Information to Claims Administrator	_____, 2022 [7 calendar days after Order granting Preliminary Approval]
13 b.	Deadline for Claims Administrator to Mail the Notice to Class Members	_____, 2022 [14 calendar days after Order granting Preliminary Approval]
14 c.	Deadline for Defendant to Make Good Faith Deposit To Settlement Account maintained by Claims Administrator	_____, 202____ [21 calendar days after Order granting Preliminary Approval or 30 calendar days from date of approval by the BOE and IFC, whichever is later]
15 d.	Deadline for Defendant's Insurer to Make Good Faith Deposit To Settlement Account maintained by Claims Administrator	_____, 2023 [45 calendar days after Order granting Preliminary Approval]
16 e.	Deadline for Class Counsel to File Motion for Final Approval of Fees, Costs, and Service Awards	_____, 2022 [21 calendar days after Order granting Preliminary Approval]
17 f.	Deadline for Class Members to Postmark Requests for Exclusions	_____, 2023 [30 calendar days after initial mailing of the Notice to Class Members]

g.	Deadline for Receipt by Court and Counsel of any Objections to Settlement	_____, 2023 [30 calendar days after initial mailing of the Notice to Class Members]
h.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorneys' Fees, Costs, and Enhancement Award	_____, 2023 [7 calendar days prior to Final Approval Hearing]
i.	Deadline for Class Counsel to File Declaration from Claims Administrator of Due Diligence and Proof of Mailing	_____, 2023 [7 calendar days prior to Final Approval Hearing]
j.	Final Fairness Hearing and Final Approval	_____, 2023
k.	Deadline for Defendant to Deposit Remaining Settlement Fund To Settlement Account maintained by Claims Administrator	_____, 2023 [90 days after Effective Date]
l.	Deadline for Claims Administrator to wire transfer the Attorneys' Fees and Costs to Class Counsel (if Settlement is Effective)	_____, 2023 [10 days after receipt of Settlement Funds]
m.	Deadline for Claims Administrator to mail the Settlement Awards to Class Members and the Enhancement Awards to Class Representatives (if Settlement is Effective)	_____, 2023 [10 days after receipt of Settlement Funds]
n.	Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	_____, 2023 [180 days after Settlement Awards being issued]
o.	Uncashed Checks to be Voided and Monies Remitted	_____, 2023 [180 days after Settlement Awards being

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	To State of Nevada Unclaimed Property Fund	issued]
p.	Unclaimed Settlement Monies Revert to the State of Nevada	_____, 2024 [1 year following Settlement Awards being remitted to State of Nevada unclaimed property fund]

IT IS SO ORDERED.

Dated: _____
DISTRICT COURT JUDGE _____

EXHIBIT C

**[Proposed] Order Granting Final
Approval of Class Action Settlement**

EXHIBIT C

1 Mark R. Thierman, Nev. Bar No. 8285
2 mark@thiermanbuck.com
3 Joshua D. Buck, Nev. Bar No. 12187
4 josh@thiermanbuck.com
5 Leah L. Jones, Nev. Bar No. 13161
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*Attorneys for Defendant The State of Nevada,
ex rel. its Department of Corrections*

19 UNITED STATES DISTRICT COURT
20 DISTRICT OF NEVADA

21 DONALD WALDEN, JR., et al., etc.,

22 Plaintiffs,

23 v.

24 THE STATE OF NEVADA, EX REL. NEVADA
25 DEPARTMENT OF CORRECTIONS, and
DOES 1-50,

26 Defendants.

Case No.: 3:14-cv-00320-MMD-WGC

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The above-referenced putative class action ("Action") having come before the Court on
3 _____, for a hearing and this Final Order Approving Class Action Settlement and
4 Judgment ("Court's Final Order and Judgment"), consistent with the Court's Preliminary Approval
5 Order ("Preliminary Approval Order"), filed and entered _____, and as set forth in the
6 Joint Stipulation of Collective and Class Action Settlement and Release between Plaintiffs and
7 Defendant ("Settlement") in the Action, and due and adequate notice having been given to all Class
8 Members as required in the Preliminary Approval Order, and the Court having considered all
9 papers filed and proceedings had herein and otherwise being fully informed and good cause
10 appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 unless an alternate meaning is specifically given within this Order. Consistent with the definitions
13 provided in the Settlement,

14 a. the term "Class Member" means those individuals that are within the
15 Settlement Class which includes all current and former non-exempt hourly paid employees,
16 including sergeants and lieutenants, who have been employed by Defendant as correctional officers
17 at any time during the Class Period;

18 b. the term "Class Period" means May 12, 2011, through [insert date of
19 preliminary approval of this Settlement];

20 c. the term "Released Claims" collectively means those claims to be released by
21 the Settlement Class identified in Paragraph 20 of the Settlement;

22 d. the term "Class Representatives" shall mean Plaintiffs DONALD WALDEN
23 JR., NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT,
24 TIMOTHY RIDENOUR, and DANIEL TRACY.

25 e. the term "Class Counsel" shall mean Mark R. Thierman, Esq., Joshua D.
26 Buck, Esq., Leah L. Jones, Esq., and Joshua R. Hendrickson, Esq. of Thierman Buck LLP of Reno,
27 Nevada and Christian Gabroy, Esq. and Kaine Messer, Esq. of Gabroy Messer of Henderson,
28 Nevada.

1 2. This Court has jurisdiction over the subject matter of this Action and over all Parties
2 to this Action, including all Class Members.

3 3. Distribution of the Notice directed to the Class Members as set forth in the
4 Settlement and the other matters set forth therein have been completed in conformity with the
5 Preliminary Approval Order, including individual notice to all Class Members who could be
6 identified through reasonable effort, and as otherwise set forth in the Settlement. The Notice
7 provided due and adequate notice of the proceedings and of the matters set forth therein, including
8 the proposed Settlement set forth in the Settlement, to all persons entitled to such Notice, and the
9 Notice fully satisfied the requirements of due process. All Class Members and all Released Claims
10 are covered by and included within the Settlement and the Court's Final Order and Judgment.

11 4. The Court hereby finds the Settlement was entered into in good faith. The Court
12 further finds that Plaintiff has satisfied the standards and applicable requirements for final approval
13 of this class action settlement.

14 5. The Court hereby approves the Settlement set forth in the Settlement and finds the
15 Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the
16 Settlement according to its terms. The Court finds that the Settlement has been reached as a result
17 of intensive, serious and non-collusive, arm's-length negotiations. The Court further finds the
18 Parties have conducted extensive and costly investigation and research, and counsel for the Parties
19 are able to reasonably evaluate their respective positions. The Court also finds the Settlement at
20 this time will avoid additional substantial costs, as well as avoid the delay and risks that would be
21 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
22 being granted as part of the Settlement and recognizes the significant value to the Class Members.
23 The Court also finds the Class is properly certified as a settlement class. The Court also hereby
24 finds there were no objections to the Settlement filed prior to or raised by any person on the record
25 at the Final Approval Hearing that change the Court's decision to approve the Settlement; there
26 were only [insert] of persons who opted-out of the settlement.

27 6. As of the date of the Court's Final Order and Judgment, each and every Class
28 Member is and shall be deemed to have conclusively released the Released Claims as against the
Defendant and Released Parties. In addition, as of the date of the Court's Final Order and

1 Judgment, each Class Member who has not submitted a valid Request for Exclusion is forever
2 barred and enjoined from instituting or accepting damages or obtaining relief against the Defendant
3 and Released Parties relating to the Released Claims.

4 7. The Court hereby finds the Maximum Settlement Amount of \$55,000,000.00
5 provided for under the Settlement to be fair and reasonable in light of all the circumstances.
6 Defendant made a good faith deposit in the amount of \$25,000,000.00 to the settlement account
7 safeguarded and maintained by the Settlement Administrator ("Settlement Account"). The Court
8 hereby orders Defendant to make the remaining settlement fund deposit in the amount of
9 \$30,000,000.00 to the Settlement Account, as set forth in the Settlement. The Court further orders
10 the calculations and the payments of the Net Settlement Amount (Maximum Settlement Amount
11 minus attorneys fees, costs, enhancement payment, and third party administrator fees) to be made
12 and administered to Class Members under the Settlement in accordance with the pro rata
13 distribution as set forth in the Settlement.

14 8. The Court hereby re-affirms Mark R. Thierman, Esq., Joshua D. Buck, Esq., Leah L.
15 Jones, Esq., and Joshua R. Hendrickson, Esq. of Thierman Buck, LLP and Christian Gabroy, Esq.
16 and Kaine Messer, Esq. of Gabroy Messer Law Offices as Class Counsel. Pursuant to the terms of
17 the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court
18 hereby awards Class Counsel attorneys' fees in the amount of \$18,333,333.33, and the attorney
19 costs in the amount of \$200,000.00, to be deducted and paid from the Maximum Settlement
20 Amount, as final payment for and complete satisfaction of any and all attorneys' fees and costs
21 incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The
22 Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
23 administered pursuant to the terms of the Settlement, and transferred and/or made payable to Class
24 Counsel in the Action.

25 9. The Court hereby re-affirms Plaintiffs DONALD WALDEN JR., NATHAN
26 ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY
27 RIDENOUR, and DANIEL TRACY as Class Representatives of the Settlement Class and approves
28 and orders a Service Award to each Class Representative in the amount of \$20,000.00 to be paid
from the Maximum Settlement Amount as set forth in the Settlement.

1 10. The Court hereby re-affirms [insert Settlement Administrator] as the Claims
2 Administrator and approves and orders payment for actual claims administration expenses incurred
3 by the Claims Administrator in the amount of \$50,000.00 to be paid from the Maximum Settlement
4 Amount as set forth in the Settlement.

5 11. The Court finally finds and orders that the Settlement is and constitutes a fair,
6 reasonable, and adequate compromise of the Released Claims against the Released Party.

7 12. The Court hereby enters judgment in the Action, as of the date of entry of the
8 Court's Final Order and Judgment, pursuant to the terms set forth in the Settlement.

9 13. Should the Settlement Account not be fully funded by Defendant for whatever
10 reason pursuant to the terms of the Settlement, post-judgment interest shall accrue as of the date of
11 this Order until the Settlement Account is fully funded, pursuant to 28 U.S.C. § 1961.

12 14. Without affecting the finality of the Court's Final Order and Judgment in any way,
13 the Court hereby retains continuing jurisdiction over the interpretation, implementation, and
14 enforcement of the Settlement, and all orders entered in connection therewith.

15 15. Finally, the Court hereby orders that the Parties file a "Settlement Status Report"
16 with respect to the status of Settlement payments not later than 180-days following this Order.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

DISTRICT COURT JUDGE

EXHIBIT D

List of Opt-in Plaintiffs

EXHIBIT D

List of Opt-in Plaintiffs to be provided at a later date.

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

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

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

Date: November 7, 2022

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Jennifer Hamilton, 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.

OFFICE OF THE ATTORNEY GENERAL

Agenda Item Write-up:

Pursuant to NRS 353.268, the Division requests the Board's recommendation to the Interim Finance Committee for an allocation of \$5,000,000 from the Interim Finance Committee Contingency Account to cover costs associated with the first installment of the State's portion of a settlement with Donald Walden, Jr., et al.

Additional Information:

The claimants in this matter assert that the State failed to pay amounts owed to Department of Corrections employees for wages of all hours worked, eligible overtime, minimum wages, resulting in alleged violation of the Fair Labor Standards Act and the Nevada Constitution.

The Attorney General's Office has determined this settlement is in the best interest of the State and settles all future claims in this matter.

Settlement Agreement is attached.

Statutory Authority:

BOE approval required pursuant to NRS 353.268.

REVIEWED:
ACTION ITEM:

AARON D. FORD
Attorney General

KYLE E.N. GEORGE
First Assistant Attorney General

CHRISTINE JONES BRADY
Second Assistant Attorney General



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701

JESSICA L. ADAIR
Chief of Staff

LESLIE NINO PIRO
General Counsel

HEIDI PARRY STERN
Solicitor General

MEMORANDUM

To: Amy Stephenson, Director, Governor's Finance Office

From: Jessica Hoban, (775) 684-1116, jhoban@ag.nv.gov

Subject: Payment for the Walden Settlement

Date: November 7, 2022

Please request the following item for the next available Interim Finance Committee agenda for consideration/approval. Upon required approvals of the Board of Examiners and Interim Finance Committee, the state's portion of the first installment will be paid from the Statutory Contingency Account.

Claimant: Donald Walden, Jr., et al., etc.

Settlement Amount: \$55 million – deposited to an account established by the Claims Administrator

First Installment \$25 million

\$15 million – AIG Insurance

\$10 million – Statutory Contingency Account

\$5 million – Statutory Contingency

\$5 million – IFC Contingency

Second Installment of \$30 million contingent upon legislative approval

Recipients of \$55 million to be paid as follows:

\$140,000 to 7 Class Representatives

\$50,000 to Claims Administrator

\$36,276,667 to individual Claimants

\$18,533,333 for Attorneys' Fees and Costs

CLAIM RECOMMENDATION

DATE: November 3, 2022

CLAIMANT: Donald Walden, Jr., et al., etc.,

DATE OF LOSS: beginning May 12, 2011

AGENCY: State of Nevada, Department of Corrections

DISCUSSION

Claimants in this action assert the State failed to pay amounts owed to Department of Corrections employees for wages of all hours worked, eligible overtime, minimum wages, resulting in alleged violation of the Fair Labor Standards Act and the Nevada Constitution.

The parties have been in litigation related to this Action for more than eight years. During this time, two previous attempts at mediation failed. The current mediation resulted in an agreed settlement in the amount of \$55 million, which includes all attorneys' fees and costs of litigation to resolve this matter.

This settlement represents payment from the insurer for the State of Nevada for \$15 million towards the settlement, with the State to pay the balance of \$40 million through two installments, the first set for approval here and the second set for consideration and approval by the 2023 Legislature.

RECOMMENDATION

Based on investigation of the claims, consideration of costs of litigation and possible adverse outcome, it is determined this settlement is in the best interest of the State of Nevada at this time.

RECOMMENDATION: PAY

Approved:



November 3, 2022

LESLIE NINO PIRO, GENERAL COUNSEL

DATE

1 Mark R. Thierman, Nev. Bar No. 8285
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2 Joshua D. Buck, Nev. Bar No. 12187
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8 Fax. (775) 703-5027

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*Attorneys for Defendant The State of Nevada,
ex rel. its Department of Corrections*

19 **UNITED STATES DISTRICT COURT**

20 **DISTRICT OF NEVADA**

21 DONALD WALDEN, JR., et al., etc.,

22 Plaintiffs,

23 v.

24 THE STATE OF NEVADA, EX REL. NEVADA
25 DEPARTMENT OF CORRECTIONS, and
DOES 1-50,

26 Defendants.

Case No.: 3:14-cv-00320-MMD-CSD

**JOINT STIPULATION OF COLLECTIVE
AND CLASS ACTION SETTLEMENT
AND RELEASE BETWEEN PLAINTIFFS
AND DEFENDANT**

1 This Joint Stipulation of Collective and Class Action Settlement and Release (the
2 "Settlement") is made and entered into by and between Plaintiffs DONALD WALDEN JR.,
3 NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY
4 RIDENOUR, and DANIEL TRACY on behalf of themselves and all other similarly situated
5 individuals ("Plaintiffs"), and Defendant STATE OF NEVADA, *EX. REL.* ITS DEPARTMENT
6 OF CORRECTIONS ("Defendant" or "NDOC") (collectively referred to as "the Parties").

7 THE PARTIES STIPULATE AND AGREE as follows:

8 I. The following terms shall have the meanings ascribed to them below:

9 a. "Action" means the lawsuit captioned as DONALD WALDEN, JR., ET AL.
10 *v. THE STATE OF NEVADA, EX REL. NEVADA DEPARTMENT OF CORRECTIONS*, originally
11 filed on May 12, 2014, in the First Judicial District Court of Nevada, Carson City, Case No.
12 140C000891B, Dept. 2, and removed on June 17, 2014, to the United States District Court for the
13 District of Nevada, Case No. 3:14-cv-00320-MMD-CSD.

14 b. "Claims Administrator" means Phoenix Class Action Administration
15 Solutions, or such other claims administrator as may be mutually agreeable to the Parties.

16 c. "Class Counsel" means Thierman Buck, LLP of Reno, Nevada, and Gabroy
17 Messer of Henderson, Nevada.

18 d. "Class Counsel Payment" shall have the meaning ascribed to it in Paragraph
19 13 below.

20 e. "Class Members" means those individuals that are within the Settlement
21 Class, each of whom is a "Class Member."

22 f. "Class Period" means May 12, 2011, through the date of preliminary
23 approval of this Settlement.

24 g. "Class Representatives" mean Plaintiffs DONALD WALDEN JR.,
25 NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY
26 RIDENOUR, and DANIEL TRACY.

27 h. "Complaint" means the operative First Amended Class Action Complaint on
28 file in the Action that was filed on April 19, 2017.

i. "Court" means the United States District Court for the District of Nevada.

1 j. "Effective Date" shall have the meaning ascribed to it in Paragraph 11(b)
2 below.

3 k. "Final Order and Judgment" means the Final Order Approving Class Action
4 Settlement and Judgment, as more fully described in Paragraph 26 below, in substantially the form
5 attached hereto as Exhibit C, and as approved by the Court.

6 l. "Maximum Settlement Amount" shall be as defined in Paragraph 11(c)
7 below.

8 m. "Net Settlement Amount" shall be as defined in Paragraph 11(d) below.

9 n. "Notice" means the Notice of Collective and Class Action Settlement in
10 substantially the form attached hereto as Exhibit A, and as approved by the Court.

11 o. "Objection Deadline" means the date that is thirty (30) calendar days
12 following the initial mailing of the Notice by the Claims Administrator to Class Members.

13 p. "Opt-In Plaintiffs" means all persons who filed consents to join in the FLSA
14 portion of this Action as of May 23, 2022, a list of whom is attached hereto as Exhibit D.

15 q. "Participating Class Members" means all Class Members who do not file a
16 request to be excluded from the Settlement.

17 r. "Parties" means collectively the Plaintiffs and Defendant, each of whom is a
18 "Party."

19 s. "Preliminary Approval Order" means the preliminary order approving the
20 Settlement, as more fully described in Paragraph 22 below, and in substantially the form attached
21 hereto as Exhibit B, and approved by the Court.

22 t. "Released Claims" means the claims to be released by the Settlement Class
23 as fully set forth in Paragraph 20 of this Agreement.

24 u. "Released Parties" means Defendant THE STATE OF NEVADA, EX REL.
25 NEVADA DEPARTMENT OF CORRECTIONS, its present and former officers, political
26 subdivisions, employees, agents, attorneys, experts, affiliates, successors and/or assigns, insurers or
27 reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents,
28 representatives, insurers and reinsurers of such plans), and any individual or entity that could be
jointly liable with any of them

1 v. "Service Award" means, subject to approval by the Court, a maximum
2 payment of \$20,000.00 to each Class Representative from the "Maximum Settlement Amount"
3 (defined below), which is in addition to the Class Representative's individual "Settlement Award"
4 (defined below) pursuant to this Settlement.

5 w. "Settlement" or "Agreement" means this Collective and Class Action
6 Settlement and Release between Plaintiffs and Defendant.

7 x. "Settlement Awards" means Settlement amounts to be paid to eligible Class
8 Members according to a specified formula as further described herein.

9 y. "Settlement Class" means "All current and former non-exempt hourly paid
10 employees, including sergeants and lieutenants, who have been employed by Defendant as
11 correctional officers at any time during the Class Period."

12 2. Plaintiffs initiated this Action on May 12, 2014. (ECF No. 1.) Plaintiff filed the
13 operative First Amended Complaint on April 19, 2017, asserting that Defendants failed to (1) pay
14 wages for all hours worked in violation of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201,
15 et seq.; (2) pay overtime in violation of 29 U.S.C. § 207; (3) pay minimum wages in violation of the
16 Nevada Constitution; (4) pay overtime in violation of NRS 284.180; and (5) comply with the terms
17 of its contract with Plaintiffs to pay an agreed upon hourly wage for all hours worked. (ECF No.
18 95.) Defendant filed its operative Answer on April 19, 2018. (ECF No. 175.)

19 3. The Parties have heavily litigated this Action for more than eight (8) years with
20 intense discovery, two separate appellate proceedings (including a writ petition to the United States
21 Supreme Court), and numerous dispositive motions. The Parties had previously engaged in two (2)
22 failed prior private mediation sessions and were only able to finally resolve this Action after an all-
23 day mandatory settlement conference with the Honorable Magistrate Judge Craig S. Denney.

24 4. The Parties now enter into this Settlement for preliminary and final Court approval.

25 5. This Action has already been conditionally certified pursuant to the FLSA on behalf
26 of the following collective group: "[A]ll current and former non-exempt hourly paid employees,
27 including sergeants and lieutenants, who were employed by NDOC as correctional officers at any
28 time from May 12, 2011, to the present." (ECF No. 45.) Seven hundred and forty-eight (748)
individuals have affirmatively opted-in to this Action as of the date of the Court's May 23, 2022,

1 Order. (ECF No. 407.) For the purposes of this Settlement only, the Parties stipulate and agree to
2 class certification pursuant to Rule 23 of the Federal Rules of Civil Procedure (FRCP) for the same
3 group of persons: All current and former non-exempt hourly paid employees, including sergeants
4 and lieutenants, who were employed by NDOC as correctional officers during the Class Period.
5 Excluded from the Class are all persons who elect to exclude themselves timely and properly per
6 the provisions of this Agreement. If for any reason the Court does not approve this Settlement, or
7 does not enter a Final Order and Judgment, or if this Settlement is terminated pursuant to the terms
8 this agreement, the class certification shall become null and void, and the fact of certification shall
9 not be used, cited to or admissible in any other proceeding.

10 6. Nothing related to this Agreement, or any communications, papers or orders related
11 to the Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by
12 Defendant or Released Parties of any liability, culpability, negligence, or wrongdoing toward
13 Plaintiffs, the Class Members, or any other person, or that class or collective action certification is
14 appropriate in this matter. Furthermore, nothing in this Agreement shall be cited to as, construed to
15 be admissible as, or considered any form of waiver of any exhaustion of administrative remedies
16 requirement and/or argument under Nevada law, including any argument that NRS chapter 284
does not contain a private right of action.

17 7. It is the desire of the Parties to fully, finally and forever settle, compromise, and
18 discharge all Released Claims. To achieve a full and complete release of all Released Claims in
19 favor of Defendant, each Class Member acknowledges that this Settlement is intended to include in
20 its effect all claims reasonably arising out of the allegations made in the Action and all Released
21 Claims against Defendant as of the date of the Court's Final Order and Judgment.

22 8. It is the intention of the Parties that this Settlement shall constitute a full, final, and
23 complete settlement and release of Defendant and the Released Parties with respect to all Released
24 Claims.

25 9. Class Counsel has conducted a thorough investigation into the facts of the Action,
26 including a review of relevant documents and data, and have diligently pursued an investigation of
27 Class Members' claims against Defendant. Based on their independent investigation and evaluation,
28 Class Counsel are of the opinion that the Settlement is fair, reasonable and adequate and is in the

1 best interest of the Settlement Class in light of all known facts and circumstances. Defendant and
2 Defendant's counsel also agree that the Settlement is fair and in the best interest of the Settlement
3 Class.

4 10. The Parties agree to cooperate and take all steps necessary and appropriate to
5 consummate this Settlement and to have a final order entered and judgment issued after all
6 Settlement sums have been paid out in accordance with this Settlement.

7 TERMS OF SETTLEMENT

8 11. NOW THEREFORE, in consideration of the mutual covenants, promises and
9 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

10 a. Settlement All-Inclusive: It is agreed by and among Plaintiffs and Defendant
11 that the Action and all Released Claims, damages or causes of action of any kind arising out of the
12 disputes that reasonably arise or could have arisen out of the facts alleged in the Action, be settled
13 and compromised as between the Settlement Class on the one hand and Defendant on the other
14 hand, subject to the terms and conditions set forth in this Settlement and the approval of the Court.
15 This Settlement shall bind the Class Members, Defendant, and their respective counsel, subject to
16 the terms and conditions hereof and the Court's approval.

17 b. Effective Date: The Settlement embodied in this Settlement shall become
18 effective when all of the following events have occurred ("Effective Date"): (i) this Settlement has
19 been executed by all Parties, Class Counsel and Defendant's counsel; (ii) the Maximum Settlement
20 Amount (defined below) required under this Settlement has been approved by the Board of
21 Examiners ("BOE") and the Interim Finance Committee ("IFC"); (iii) the Court has given
22 preliminary approval to the Settlement; (iv) the Notice has been sent to the Settlement Class,
23 providing them with an opportunity to opt out of the Settlement, or to object to the Settlement; (v)
24 the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment
25 Dismissing this Action; and (iv) in the event there are written objections filed prior to the formal
26 fairness hearing which are not later withdrawn, the later of the following events: (A) when the
27 period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed
28 without any appeal, writ or other appellate proceeding having been filed; (B) when any appeal, writ
or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively

1 with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate
2 proceeding has upheld the Court's Final Order and Judgment with no right to pursue further
3 remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not
4 become effective until the Court's Final Order and Judgment is completely final, and there is no
5 further recourse by any appellant or objector who seeks to contest the Settlement.

6 c. Maximum Settlement Amount: Defendant agrees to pay a maximum
7 settlement amount of Fifty-Five Million Dollars and Zero Cents (\$55,000,000.00) ("Maximum
8 Settlement Amount"), which includes all Settlement Awards to Class Members, the Service Awards
9 to the Class Representatives, the attorneys' fees and costs to Class Counsel, the claims
10 administration costs and expenses, and the employer share of employment taxes. Under no scenario
11 shall Defendant be required to pay any monies in excess of this Maximum Settlement Amount.

12 d. Net Settlement Amount: The net settlement amount ("Net Settlement
13 Amount") for distribution to Class Members pursuant to the distribution formula set for in
14 Paragraph 11(e) will be calculated by deducting from the Maximum Settlement Amount the
15 following: (a) Service Awards to the Class Representatives approved by the Court; (b) Class
16 Counsel Payment (for Class Counsel's attorneys' fees and expenses) approved by the Court; (c)
17 Claims Administrator's reasonable fees and expenses approved by the Court; and (d) Defendant's
18 share of employer taxes. If any portion of the Net Settlement Amount remains unpaid and/or
19 unused after the expiration of the check cashing period set forth in Paragraph 19 of this Agreement,
20 the Claims Administrator shall submit the uncashed funds to the State of Nevada's unclaimed
property fund.

21 e. Settlement Awards to Class Members: Subject to the terms and conditions of this
22 Settlement, the Claims Administrator will distribute a payment from the Net Settlement Amount to
23 each Class Member, according to a calculation of Settlement Awards to Class Members. Settlement
24 Awards to Class Members will be determined by the Claims Administrator based upon a pro rata
25 share of the number of workweeks worked by each Class Member in comparison to the total
26 number of workweeks worked by all Class Members. The number of workweeks worked by Class
27 Members during the Class Period will be determined by reference to Defendants' records, which
28 will be presumed to be correct unless credible written evidence to the contrary is timely submitted

1 to the Claims Administrator. Defendants will provide the Claims Administrator with an excel
2 spreadsheet calculation of the total number of workweeks worked. The Claims Administrator shall
3 assign to each Class Member a "Settlement Ratio," which shall be a percentage of the total amount
4 owed to all Class Members and the total amount to be recovered by each individual Class Member
5 based upon the number of workweeks worked. The Claims Administrator shall then assign to each
6 Class Member a "Settlement Award" which shall be calculated by multiplying that Class Member's
7 Settlement Ratio by the Net Settlement Amount, adjusted as follows:

8 **Opt-In Class Members:** Settlement Awards for Class Members who had opted-in
9 to this Action as of May 23, 2022. These Class Members will receive two (2) times
10 as much on a per-class member basis than Non Opt-In Class Members.

11 **Non Opt-In Class Members:** Settlement Awards for Class Members who had not
12 opted-in to this Action as of May 23, 2022. These Class Members will receive half
13 (1/2) as much on a per-class member basis than Opt-In Class Members.

14 The Claims Administrator will distribute a payment of a Settlement Award to each Class Member
15 who does not file a timely request to be excluded from the Settlement. The Claims Administrator
16 will include language on the back of each Settlement Award check, to be mutually agreed upon by
17 the Parties, which states that that by cashing the check the Class Member agrees to opt-in to the
18 Action and to be bound by the FLSA settlement and release of claims stated herein.

19 f. **Taxes, Withholdings, and Allocation:** Settlement Awards for each Class Member
20 will be allocated from the Net Settlement Amount and paid as follows: one-half (1/2) to alleged
21 unpaid wages for which IRS Forms W-2 will issue; and one-half (1/2) will be allocated to alleged
22 unpaid interest and penalties for which IRS Forms 1099-MISC will issue. The Claims
23 Administrator will calculate, withhold, remit and report each Class Member's share of applicable
24 payroll taxes (including, without limitation, federal income tax withholding, FICA, Medicare and
25 any local taxes) based on the wage portions of each person's Settlement Award. Payments treated
26 as unpaid wages shall be made net of all applicable employment taxes, and shall be reported to the
27 IRS and the payee under the payee's name and social security number on an IRS Form W-2.
28 Defendant shall cooperate with the Claims Administrator to timely arrive at an amount equal to the

1 employer's share of the FICA tax and any federal and/or state unemployment tax due by employers,
2 with respect to the amounts treated as wages, which amounts shall be paid from the Maximum
3 Settlement Amount. The Claims Administrator shall be responsible for making all reporting,
4 deposits, and withholdings with respect to all amounts payable to Class Members. In the event any
5 taxing agency or authority takes the position that some or all of the monies paid are taxable or
6 taxable in a different manner than set forth in this Agreement, Class Members shall be solely
7 responsible for any and all tax obligations that arise and this Agreement shall remain in full force
8 and effect. Class Members agree to indemnify, secure, and hold Defendant and Released Parties
9 harmless from any costs, penalties, damages, or any other sums arising from any tax obligations
10 imposed by any taxing authority as a result of the monies paid pursuant to this Agreement.

11 g. Settlement Awards Do Not Trigger Additional Benefits: It is expressly
12 understood and agreed that the receipt of a Settlement Award will not entitle any Class Member to
13 additional compensation or benefits under any company bonus, contest or other compensation or
14 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
15 any Class Member to any increased retirement benefits or matching benefits, or deferred
16 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in
17 this Agreement are the sole payments to be made by Defendant to the Class Members in connection
18 with this Settlement, and that the Class Members are not entitled to any new or additional
19 compensation or benefits as a result of having received the Settlement Awards (notwithstanding any
20 contrary language or agreement in any benefit or compensation plan document that might have been
in effect during the period covered by this Settlement).

21 h. Class Representatives: Subject to Court approval, lead Named-Plaintiffs will
22 receive Class Representative Service Awards of \$20,000.00 each (\$140,000.00, total) for their
23 dedication and service as lead Named-Plaintiffs and Class Representatives on behalf of Class
24 Members. The Service Awards shall be part of the Maximum Settlement Amount. Plaintiffs will
25 file a motion for approval of the Class Representative Service Awards no later than twenty-one (21)
26 days following the Court's order granting preliminary approval of this Settlement, to which
27 Defendant will not object. The outcome of the Court's ruling on the application for a Service
28

1 Award shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for
2 Final Order and Judgment. It is understood the Service Awards are in addition to any claimed
3 individual Settlement Award to which Plaintiffs are entitled along with other claiming Class
4 Members. The Claims Administrator will issue to Class Representatives an IRS Form 1099 for the
5 Service Awards, and the Class Representatives will be solely responsible for correctly
6 characterizing the Service Awards for tax purposes and for paying any taxes on the amounts
7 received, if any. The Service Awards approved by the Court shall be distributed to Class
8 Representatives by the Claims Administrator within ten (10) calendar days of receipt of all
9 settlement amounts in the Settlement Account pursuant to Paragraph 11(i).

10 i. Establishment of Settlement Account: The Claims Administrator shall
11 establish a settlement account for the purpose of safeguarding the Maximum Settlement Amount
12 and paying all payment amounts identified by this Settlement and approved by the Court
13 ("Settlement Account"). The Maximum Settlement Amount will be paid in two installments, the
14 first being a good faith deposit following preliminary Court approval and the second being the
15 remaining settlement funds following final Court approval. For the first payment, the good faith
16 deposit, Defendant shall deposit a total of Twenty-Five Million Dollars (\$25,000,000.00) in the
17 Settlement Account, by wire or check. Defendant shall deposit its portion of the \$25,000,000.00 no
18 later than ~~twenty-three (23)~~ twenty-one (21) days from the later of (i) the date that preliminary approval is
19 entered, or (ii) the date that the Maximum Settlement Amount is approved by the BOE and IFC.
20 Defendant's insurer, AIG, shall deposit its portion of the \$25,000,000.00 no later than forty-five
21 (45) days from the date that preliminary approval is entered. For the second payment, the
22 remaining settlement funds deposit, Defendant shall deposit a total of Thirty Million Dollars
23 (\$30,000,000.00) in the Settlement Account, by wire or check, no later than ninety (90) days from
24 the Effective Date of the Settlement, as set forth in Paragraph 11(b).

24 CLAIMS ADMINISTRATION

25 12. The Claims Administrator will send out to the Class Members the Notice by first
26 class United States mail. The Claims Administrator will calculate the Settlement Awards to Class
27 Members in accordance with this Settlement. The Claims Administrator shall report in writing the
28 substance of its findings to the Parties. The Claims Administrator shall be granted reasonable access

1 to Defendant's records to perform its duties. The Claims Administrator shall issue and mail the
2 Settlement Award checks to the Class Members within ten (10) calendar days of receipt of all
3 settlement amounts in the Settlement Account pursuant to Paragraph 11(i). Tax treatment of the
4 Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws;
5 provided, however, Plaintiffs and other Class Members herein acknowledge that neither the
6 Released Parties nor Defendant's counsel has or is providing any tax advice. The Claims
7 Administrator shall provide periodic reports to counsel for the Parties with respect to the numbers
8 of individuals submitting Requests for Exclusion and Objections, and will respond to reasonable
9 requests for information concerning the status of the administration of the Settlement. All disputes
10 relating to the Claims Administrator's performance of its duties shall be referred to the Court, if
11 necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement
12 until all payments and obligations contemplated by this Settlement have been fully carried out.

13 ATTORNEYS' FEES AND COSTS

14 13. Subject to approval of the Court, Class Counsel will receive a payment of up to 1/3
15 of the Maximum Settlement Amount for all current and future attorneys' fees and for up to
16 \$200,000.00 in actual costs incurred in litigating this Action, defined as the "Class Counsel
17 Payment." The Class Counsel Payment will cover all work performed and all fees and costs
18 incurred prior to the enactment of this Settlement, and all work to be performed and all fees and
19 costs to be incurred in connection with the approval by the Court of this Settlement, administration
20 of the Settlement, obtaining judgment in the Action, and any challenges, writs or appeals to the
21 Settlement. Should Class Counsel request a lesser amount, or the Court approve a lesser amount for
22 the Class Counsel Payment, the difference between the lesser amount and the requested amount set
23 forth above shall be added to the Net Settlement Amount. The Class Counsel Payment approved by
24 the Court shall be distributed to Class Counsel by the Claims Administrator within ten (10) calendar
25 days of receipt of all settlement amounts in the Settlement Account pursuant to Paragraph 11(i).

26 14. Class Counsel shall file a motion for approval of the Class Counsel Payment no later
27 than twenty-one (21) days following the Court's order granting preliminary approval of this
28 Settlement.

NOTICE TO THE SETTLEMENT CLASS

1 15. Notice of this Settlement shall be sent via U.S. Mail. The Notice shall be sent by the
2 Claims Administrator to the Class Members by first class mail based on the following procedure.
3 Any returned envelopes from this mailing with forwarding addresses will be used by the Claims
4 Administrator to forward the Notice to Class Members.

5 a. Within seven (7) calendar days of preliminary approval of this Settlement by
6 the Court, Defendant shall provide to the Claims Administrator a spreadsheet, which will list for
7 each Class Member the Class Member's name, last-known address, social security number, and
8 number of qualifying hours worked during the Class Period. The spreadsheet shall be based on
9 payroll records and/or personnel records provided by Defendant and in a format reasonably
10 acceptable to the Claims Administrator.

11 b. The Claims Administrator will run a check of the Class Members' last-
12 known addresses against those on file with the U.S. Postal Service's National Change of Address
13 List. Within fourteen (14) calendar days of preliminary approval of this Settlement by the Court, the
14 Claims Administrator will mail the Notice to the Class Members. The Class Members will have
15 thirty (30) calendar days from the date of the Claims Administrator's initial mailing of the Notice in
16 which to postmark requests for exclusion, or to file objections to the Settlement.

17 c. Notices returned to the Claims Administrator as non-delivered shall be resent
18 to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the
19 Claims Administrator will do a computer search for a new address using the Class Member's social
20 security number. Said search will be performed by the Claims Administrator one time per Class
21 Member for each Notice returned without a forwarding address. Upon completion of these steps by
22 the Claims Administrator, Defendant, Class Counsel, and the Claims Administrator shall be deemed
23 to have satisfied their obligations to provide the Notice to the affected Class Member and,
24 regardless of whether the affected Class Member actually receives the Notice, the affected Class
25 Member shall remain a member of the Settlement Class and shall be bound by all the terms of the
26 Settlement and the Court's Final Order and Judgment.

27 d. Class Counsel shall provide to the Court, at least seven (7) calendar days
28 before the final fairness hearing, a declaration by the Claims Administrator of due diligence and
proof of mailing with regarding to the mailing of the Notice.

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1 Exclusion is ambiguous, and may mutually agree to accept such Request for Exclusion for good
2 cause shown; ambiguous does not mean untimely Requests for Exclusion.

3 18. Defendant has the right in its sole and exclusive discretion to terminate and withdraw
4 from the Settlement at any time prior to a Final Order and Judgment of the Court if ten percent
5 (10%) or more of all Class Members timely and validly opt out of the Settlement.

6 OBJECTION PROCESS

7 19. A Class Member may object to this Settlement. For a Class Member to object to the
8 Settlement, a Class Member must file with the Court no later than the Objection Deadline a notice
9 of objection, signed by the Class Member or his or her counsel, stating the Class Member's: (i)
10 name; (ii) current address; (iii) telephone number; (iv) last 4-digits of his or her social security
11 number; and (v) basis of the objection. The Objection Deadline applies notwithstanding any
12 argument regarding non-receipt of the Notice. The Class Member objecting to the settlement must
13 also serve a copy of his or her notice of objection on counsel for the Parties and the Claims
14 Administrator by the Objection Deadline. The postmark date of the filing and service shall be
15 deemed the exclusive means for determining that the notice of objection is timely. The Claims
16 Administrator will not send any reminder notices to Class Members about the objection process.
17 Class Members who fail to make objections in the manner specified above shall be deemed to have
18 waived any objections, and shall be foreclosed from making any objections (whether by appeal or
19 otherwise) to the Settlement. Class Members who file and serve timely notices of objection will
20 have a right to appear at the Court's hearing to provide final approval of the Settlement in order to
21 have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to
22 solicit or otherwise encourage Class Members to submit written objections to the Settlement or
23 appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class
24 Members with respect to any such objections to this Settlement. If the Court rejects the Class
25 Member's objection, the Class Member will still be bound by the terms of this Agreement.

26 RELEASE OF CLAIMS

27 20. Upon final approval by the Court of this Settlement, and except as to such rights or
28 claims as may be created by this Settlement, each Class Member who has not submitted a timely
and valid Request for Exclusion and without the need to manually sign a release document, in

1 exchange for the consideration recited in this Agreement, on behalf of himself/herself and on behalf
2 of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns,
3 shall and does hereby fully and finally release the Defendant and Released Parties from any and all
4 state, federal and local claims arising from his/her employment including statutory claims, whether
5 known or unknown, in law or in equity, including but not limited to claims under any legal theory
6 for failure to pay minimum wage, failure to pay overtime compensation, failure to properly
7 calculate overtime compensation, failure to pay for all hours worked, failure to provide meals and
8 rest periods, failure to timely pay wages or compensation or final wages or compensation, failure to
9 reimburse for business expenses, making illegal deductions from wages or compensation, failure to
10 furnish accurate wage statements or other notices, failure to keep accurate records, and any and all
11 claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest and/or
12 penalties of any kind whatsoever, whether known or unknown, whether based on common law,
13 regulations, statute, or a constitutional provision, under state, federal or local law, arising out of the
14 allegations made in the Action and that reasonably arise or could have arisen out of the facts alleged
15 in the Action. Notwithstanding the foregoing, nothing in this Agreement releases any claims that
16 cannot be released as a matter of law. The Notice mailed to the Settlement Class will specifically
set forth the claims being released.

17 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

18 21. Defendant shall promptly seek approval from the BOE and the IFC for approval of
19 this Settlement. Defendant shall present this Settlement to the BOE for approval on or before the
20 November 15, 2022, meeting. Defendant shall present this Settlement to the IFC at the earliest IFC
21 meeting following BOE approval. Defendant shall promptly notify Class Counsel of all
22 developments from the BOE and IFC meetings.

23 22. On or before November 11, 2022, Plaintiff's Counsel shall file a Motion for
24 Preliminary Approval of Collective and Class Action Settlement, submit this Settlement, and
25 request a determination by the Court as to the Settlement's fairness, adequacy, and reasonableness.
26 In so doing, Class Counsel shall apply to the Court for the entry of the Preliminary Approval Order
27 substantially in the following form and as attached hereto as Exhibit B:
28

1 a. Scheduling a fairness hearing on the question of whether the proposed
2 Settlement, including payment of attorneys' fees and costs, costs of administration, and the Service
3 Awards, should be finally approved as fair, reasonable, and adequate as to the members of the
4 Settlement Class;

5 b. Certifying the Settlement Class under Rule 23 of the FRCP, affirming
6 Named-Plaintiffs as Class Representatives, and affirming Thierman Buck, LLP and Gabroy Messer
7 Law Offices as Class Counsel;

8 c. Approving as to form and content the proposed Notice attached hereto as
9 Exhibit A;

10 d. Directing the mailing of the Notice by first class mail to the Class Members;

11 e. Preliminarily approving the Settlement subject only to the objections of Class
12 Members and final review by the Court; and

13 23. To effectuate the Settlement, the Parties agree that all Court deadlines be continued
14 pending approval of the Settlement.

15 24. If for any reason the Settlement is not approved by the governmental bodies as set
16 forth in Paragraph 21 or the Court as set forth in Paragraph 22, or if Defendant terminates and
17 withdraws from the Settlement pursuant to this Paragraph 18, this Settlement Agreement and any
18 related settlement documents shall be null and void. In such an event, neither the Settlement
19 Agreement, nor the settlement documents, nor the negotiations leading to the Settlement may be
20 used as evidence for any purpose. The Parties will promptly notify the Court in the event that the
21 Settlement is not approved or is terminated and will seek to reinstate all pending case deadlines.

22 DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

23 25. Following final approval by the Court of the Settlement provided for in this
24 Settlement, Class Counsel will submit a proposed Court's Final Order and Judgment in
25 substantially the form attached hereto as Exhibit C:

26 a. Approving the Settlement, adjusting the terms thereof to be fair, reasonable
27 and adequate, and directing consummation of its terms and provisions;

1 b. Approving the Class Counsel Payment, not to exceed the maximum amount
2 set forth herein;

3 c. Approving the Service Award to the Class Representative, not to exceed the
4 maximum amount set forth herein;

5 d. Approving the Claims Administration fees and costs; and

6 e. Entering a final order of the Action, and permanently barring and enjoining
7 all members of the Settlement Class from prosecuting against the Released Parties any individual or
8 class or collective claims released herein, upon satisfaction of all payments and obligations
9 hereunder.

10 PARTIES' AUTHORITY

11 26. The signatories hereto hereby represent that they are fully authorized to enter into
12 this Settlement and bind the Parties hereto to the terms and conditions thereof.

13 MUTUAL FULL COOPERATION

14 27. The Parties agree to fully cooperate with each other to accomplish the terms of this
15 Settlement, including but not limited to, execution of such documents and taking such other action
16 as reasonably may be necessary to implement the terms of this Settlement. The Parties to this
17 Settlement shall use their reasonable best efforts, including all efforts contemplated by this
18 Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to
19 effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of
20 this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its
21 counsel, take all necessary steps to secure the Court's final approval of this Settlement.

22 NO PRIOR ASSIGNMENTS

23 28. The Parties and their respective counsel represent, covenant and warrant that they
24 have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
25 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
26 or right herein released and discharged.

27 NO ADMISSION

28 29. Nothing contained herein, nor the consummation of this Settlement, is to be
construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of

1 any Defendant. Each of the Parties hereto has entered into this Settlement solely with the intention
2 to avoid further disputes and litigation with the attendant inconvenience and expenses.

3 ENFORCEMENT ACTIONS

4 30. In the event one or more of the Parties to this Settlement institutes any legal action or
5 other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
6 declare rights or obligations under this Settlement, the successful Party or Parties shall be entitled to
7 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
8 witness fees incurred in connection with any enforcement actions.

9 NOTICES

10 31. Unless otherwise specifically provided herein, all notices, demands or other
11 communications given hereunder shall be in writing and shall be deemed to have been duly given as
12 of the first business day after mailing by overnight courier with confirmed delivery, addressed as
13 follows:

14 To Plaintiff and the Settlement Class:

15 Mark R. Thierman, Esq.
16 mark@thiermanbuck.com
17 Joshua D. Buck, Esq.
18 josh@thiermanbuck.com
19 Leah L. Jones, Esq.
20 leah@thiermanbuck.com
21 Joshua R. Hendrickson, Esq.
22 joshh@thiermanbuck.com
23 THIERMAN BUCK LLP
24 7287 Lakeside Drive
25 Reno, Nevada 89511

26 To Defendant:

27 Sheri M. Thome, Esq.
28 Sheri.Thome@wilsonelser.com
WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP
6689 Las Vegas Blvd. South, Suite 200
Las Vegas, NV 89119

CONSTRUCTION

1 32. The Parties agree that the terms and conditions of this Settlement are the result of
2 lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be
3 construed in favor of or against any Party by reason of the extent to which any Party or his, her or
4 its counsel participated in the drafting of this Settlement.

5 CAPTIONS AND INTERPRETATIONS

6 33. Paragraph titles or captions contained herein are inserted as a matter of convenience
7 and for reference, and in no way define, limit, extend or describe the scope of this Settlement or any
8 provision of it. Each term of this Settlement is contractual and not merely a recital.

9 MODIFICATION

10 34. This Settlement may not be changed, altered, or modified, except in writing and
11 signed by the Parties hereto and approved by the Court. This Settlement may not be discharged
12 except by performance in accordance with its terms or by a writing signed by the Parties.

13 INTEGRATION CLAUSE

14 35. This Settlement contains the entire agreement between the Parties relating to the
15 settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
16 understandings, representations and statements, whether oral or written and whether by a Party or
17 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
18 writing.

19 BINDING ON ASSIGNS

20 36. This Settlement shall be binding upon and inure to the benefit of the Parties and their
21 respective heirs, trustees, executors, administrators, successors, and assigns; provided, however,
22 that a Party's rights and obligations hereunder may not be assigned or delegated without the express
23 prior written consent of the other Parties.

24 CLASS MEMBER SIGNATORIES

25 37. It is agreed that because the Class Members are so numerous, it is impossible or
26 impractical to have each Class Member execute this Settlement. The Notice will advise all Class
27 Members of the binding nature of the release, and the release shall have the same force and effect as
28 if this Settlement were executed by each Class Member.

COUNTERPARTS

38. This Settlement may be executed in counterparts and by facsimile and digital signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including email and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement binding upon and effective as to all Parties.

NO ADVERSE OR RETALIATORY ACTION

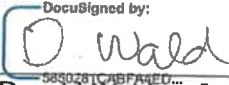
39. Defendant will not take any adverse or retaliatory action against the Class Representative.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement as of the date(s) set forth below:

Plaintiff and Class Representative

DATED: 10/14/2022

PLAINTIFF DONALD WALDEN JR.

By: 
Donald Walden, Jr.


DATED: 10/16/2022

PLAINTIFF NATHAN ECHEVERRIA

By: 
Nathan Echeverria

DATED: 10/13/2022

PLAINTIFF AARON DICUS

By: 
Aaron Dicus

DATED: 10/15/2022

PLAINTIFF BRENT EVERIST


By: 
Brent Everist

DATED: 10/14/2022

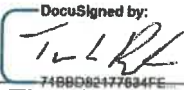
PLAINTIFF TRAVIS ZUFELT

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DATED: 10/14/2022

DocuSigned by:
By: 
Travis Zufelt

PLAINTIFF TIMOTHY RIDENOUR

DocuSigned by:
By: 
Timothy Ridenour

DATED: 10/17/2022


PLAINTIFF DANIEL TRACY

DocuSigned by:
By: Daniel Tracy
Daniel Tracy

Class Counsel


DATED: 10/13/2022

THIERMAN BUCK, LLP

DocuSigned by:
By: 
Mark R. Thierman
Joshua D. Buck
Leah L. Jones
Joshua R. Hendrickson

DATED: 10/13/2022


GABROY MESSER

DocuSigned by:
By: 
Christian Gabroy
Kaine Messer

Defendant

DATED: 10.17.2022

THE STATE OF NEVADA, EX REL. NEVADA
DEPARTMENT OF CORRECTIONS

By: 
Print: W. A. "Bill" Gittere
Title: Acting Director

Defendant's Counsel

DATED: 10/14/2022

STATE OF NEVADA,
OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
By: Steve Shevorski
3818231769C77450
Steve Shevorski

DATED: 10/13/2022

WILSON ELSE MOSKOWITZ EDELMAN
& DICKER LLP

DocuSigned by:
By: Sheri Thome
83D880CE36A04A...
Sheri Thome

EXHIBIT A

Class Notice

EXHIBIT A

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF NEVADA

3 DONALD WALDEN, JR., et al., etc.,

Case No.: 3:14-cv-00320-MMD-CSD

4 Plaintiffs,

5 v.

6 THE STATE OF NEVADA, EX REL. NEVADA
7 DEPARTMENT OF CORRECTIONS, and DOES
8 1-50,

9 Defendants.

10
11 NOTICE OF PENDENCY OF COLLECTIVE AND CLASS ACTION SETTLEMENT
12 AND FINAL HEARING DATE

13 YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
14 PLEASE READ THIS NOTICE CAREFULLY.

15 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

16 Do Nothing and
17 Remain Eligible to
18 Receive a Payment

To be eligible to receive a cash payment from the Settlement, you do not have to do anything.

19 Your potential Settlement Share is based upon the number of workweeks that you worked for as a correctional officer with Defendant the State of Nevada, ex rel. Nevada Department of Corrections, from May 12, 2011 to [insert date of preliminary approval].

20 Your estimated Settlement Share is [insert Settlement Share].

21 In exchange for participating in the Settlement, you will release your claims
22 against the Defendant, as detailed below.

23 Exclude Yourself

24 If you wish to exclude yourself from the Settlement and *not* release your
25 claims, you must send a written request for exclusion to the Settlement
26 Administrator, as provided below. If you request exclusion, you will not be
27 eligible to receive any cash payment from the Settlement, but you will retain
28 all your legal claims.

If you have previously filed a consent to join in this action and decide to exclude yourself from this action, you will be required to retain your own legal counsel or proceed on your own behalf.

Object

You may write to the Court about why you do not like the Settlement.

1 **I. WHY DID I GET THIS NOTICE?**

2 A proposed collective and class action settlement (the "Settlement") of this lawsuit pending in the United
3 States District Court, District of Nevada (the "Court"), has been reached between Plaintiffs Donald Walden
4 Jr., Nathan Echeverria, Aaron Dicus, Brent Everist, Travis Zufelt, Timothy Ridenour, and Daniel Tracy
("Plaintiffs") and Defendant the State of Nevada, Ex. Rel. Department of Nevada Corrections
("Defendant" or "NDOC"). The Court granted preliminary approval of this Settlement on [insert date].

5 **You have received this Class Notice because you have been identified as a member of the Class,**
6 **which is defined as:**

7 All current and former non-exempt hourly paid employees, including
8 sergeants and lieutenants, who have been employed by Defendant as
9 correctional officers at any time from May 12, 2011 to [insert date of
preliminary approval] ("Class Period").

10 This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read
this Notice carefully as your rights may be affected by the Settlement.

11 **II. WHAT IS THIS COLLECTIVE AND CLASS ACTION LAWSUIT ABOUT?**

12 On May 12, 2014, a collective and class action lawsuit was filed by Plaintiffs, on behalf of themselves and
13 all other similarly situated employees, for the recovery of unpaid wages under federal and state law (the
14 "Action"). The Action alleged that Defendant violated federal and state wage-hour laws by failing to
compensate correctional officers (COs) for time spent performing pre and post shift work activities. The
15 Action asserted five (5) separate causes of action: (1) Failure to pay wages for all hours worked in violation
of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq.; (2) Failure to pay overtime in violation
16 of the FLSA, 29 U.S.C. § 207; (3) Failure to pay minimum wages in violation of the Nevada Constitution;
(4) Failure to pay overtime in violation of NRS 284.180; and (5) Failure to comply with the terms of its
17 contract with Plaintiffs to pay an agreed upon hourly wage for all hours worked.

18 The Court granted conditional certification in this Action under the FLSA and seven hundred and forty-
eight (748) of you previously filed consents to join with the Court on or before May 23, 2022. The Court
19 granted Plaintiffs' motion for summary judgment on the compensability of the pre and post shift work
activities at issue in this case under the FLSA but did not rule how much, if any, damages could be
20 recovered. Plaintiffs sought to re-assert the previously alleged state law claims that had previously been
dismissed by the Court. Defendant continues to dispute the allegations asserted in the Action, both under
21 the FLSA and under state law, and disputes that amount of potential damages that could be recovered, if
at all.

22
23 **III. WHAT DOES THE SETTLEMENT PROVIDE?**

24 A. **Maximum Settlement Amount.** The total amount of the Settlement is \$55,000,000.00
25 ("Maximum Settlement Amount"). The Maximum Settlement Amount includes the payment of
all Settlement Shares to Participating Class Members, the Class Representative Service Payments
26 to the Plaintiffs, Class Counsels' attorneys' fees and costs, the expenses of the Settlement
Administrator, and the employer's share of employment taxes.

27 B. **Net Settlement Amount.** The net amount of the Settlement is the amount to be paid out to
28 Participating Class Members after deducting the court approved payments of the Service Awards
to the Class Representatives, Class Counsels' attorneys' fees and costs, the expenses of the

1 Settlement Administrator, and the employer's share of employment taxes ("Net Settlement
2 Amount"). The Net Settlement Amount shall be distributed to class members who do not request
3 exclusion ("Participating Class Members").

4 C. **Settlement Share Calculations.** The Settlement Share for each Participating Class Member will
5 be calculated on a pro rata basis depending on the total number of workweeks worked by each
6 Participating Class Member in comparison with the hours worked by all Participating Class
7 Members. The Settlement Share ratio for each Participating Class Member will then be adjusted
8 depending on whether the Participating Class Member had previously filed a consent to join in
9 this action on or before May 23, 2022, as follows:

10 i. **Opt-In Class Members:** Settlement Awards for Class Members who had opted-in to this
11 Action as of May 23, 2022. These Class Members will receive two (2) times as much on
12 a per-class member basis than Non Opt-In Class Members.

13 ii. **Non Opt-In Class Members:** Settlement Awards for Class Members who had not opted-
14 in to this Action as of May 23, 2022. These Class Members will receive half (1/2) as
15 much on a per-class member basis than Opt-In Class Members.

16 C. **Class Representative Service Payment.** A Service Award to the Class Representatives of up to
17 \$20,000 to each Named-Plaintiff, or such lesser amount as may be approved by the Court, to
18 compensate them for services on behalf of the Class in initiating and prosecuting the Action, and
19 for the risks they undertook, subject to Court approval.

20 D. **Attorneys' Fees and Costs.** Payment to Class Counsel of no more than \$18,333,333.33 (1/3 of
21 the Maximum Settlement Amount) for all past and future legal fees, and up to \$200,000 for all
22 litigation expenses incurred, both subject to Court approval. Class Counsel has been prosecuting
23 the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being
24 paid any money to date) and has been paying all litigation costs and expenses out of pocket. Class
25 Counsel's attorney-client agreement with Plaintiffs provides for Class Counsel to recover up to
26 35% of any potential recovery.

27 E. **Settlement Administration Expenses.** Payment to the Settlement Administrator, estimated not
28 to exceed \$50,000, for expenses, including expenses of establishing a settlement account,
preparing and sending out this Class Notice, processing opt-outs, and distributing settlement
payments.

F. **Tax Matters.** Neither Class Counsel nor Defendant's counsel intend anything contained in this
Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor
concerning the tax consequences of the payments received under the Settlement.

G. **Court Approval Required.** This Settlement is conditioned upon the Court entering an order
granting final approval of the Settlement and entering judgment.

H. **Detailed Terms of Settlement.** This notice summarizes the Settlement. For the precise terms and
conditions of the Settlement, please see the settlement agreement available at [Settlement
Administrator's website](#), by contacting class counsel at info@thiermanbuck.com or (775) 284-
1500, by accessing the Court docket in this case, through the Court's online records at [insert
PACER](#) or by visiting the office of the Clerk of the Court for the United States District Court,
District of Nevada, located at 400 S. Virginia St., Reno, NV 89501, between 9:00 a.m. and 4:00
p.m., Monday through Friday, excluding Court holidays. **PLEASE DO NOT TELEPHONE**

1 **THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS**
2 **SETTLEMENT.**

3 **IV. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT?**

4 By participating in the Action and accepting the settlement payment, you will not be able to make a claim
5 or file a lawsuit for the claims that were alleged in this Action—i.e., that Defendant owes you any unpaid
6 wages for not compensating you for the unpaid pre and post shift activities that you performed during the
7 Class Period. Specifically, the “Release of Claims” set forth in the Settlement states as follows:

8 Upon final approval by the Court of this Settlement, and except as to such
9 rights or claims as may be created by this Settlement, each Class Member
10 who has not submitted a timely and valid Request for Exclusion and
11 without the need to manually sign a release document, in exchange for
12 the consideration recited in this Agreement, on behalf of himself/herself
13 and on behalf of his/her current, former, and future heirs, executors,
14 administrators, attorneys, agents, and assigns, shall and does hereby fully
15 and finally release the Defendant and Released Parties from any and all
16 state, federal and local claims arising from his/her employment including
17 statutory claims, whether known or unknown, in law or in equity,
18 including but not limited to claims under any legal theory for failure to
19 pay minimum wage, failure to pay overtime compensation, failure to
20 properly calculate overtime compensation, failure to pay for all hours
21 worked, failure to provide meals and rest periods, failure to timely pay
22 wages or compensation or final wages or compensation, failure to
23 reimburse for business expenses, making illegal deductions from wages
24 or compensation, failure to furnish accurate wage statements or other
25 notices, failure to keep accurate records, and any and all claims for
26 recovery of compensation, overtime pay, minimum wage, premium pay,
27 interest and/or penalties of any kind whatsoever, whether known or
28 unknown, whether based on common law, regulations, statute, or a
 constitutional provision, under state, federal or local law, arising out of
 the allegations made in the Action and that reasonably arise or could have
 arisen out of the facts alleged in the Action. Notwithstanding the
 foregoing, nothing in this Agreement releases any claims that cannot be
 released as a matter of law.

21 **V. HOW MUCH WILL MY PAYMENT BE?**

22 Your Settlement Share will be based on the number of workweeks that you worked as a non-exempt hourly
23 paid CO during the Class Period and whether you previously opted-in to the federal portion of the Action.

24 Defendant's records reflect that you worked [insert number] of workweeks during the Class Period. You
25 [did/did not] file a consent to join in the federal portion of this action on or before May 23, 2022.

26 Your estimated Settlement Share is [insert Settlement Share]

27 If you wish to challenge the information set forth above, then you must submit a written, signed dispute
28 challenging the information along with supporting documents, to the Settlement Administrator at the
 address provided in this Class Notice no later than <date 30 days after mailing of class notice>.

1 **VI. HOW CAN I BE ELIGIBLE TO RECEIVE A PAYMENT?**

2 To be eligible to receive money from the Settlement, you do not have to do anything. A check for
3 your settlement payment will be mailed automatically to the same address as this Class Notice. If your
4 address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement
5 Administrator is: [insert Settlement Administrator information]

6 **VII. WHAT IF I DON'T WANT TO BE A PART OF THE SETTLEMENT?**

7 If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt
8 out." If you opt out, you will not be eligible to receive any money from the Settlement, but you will
9 not be bound by its terms. If you previously filed a consent to join in the federal portion of this
10 Action but wish to opt-out, you will be required to retain your own legal counsel or proceed on your
11 own behalf.

12 To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and
13 dated request for exclusion postmarked no later than <30 days after mailing of class notice>. The address
14 for the Settlement Administrator is *Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of*
15 *Corrections, c/o [insert Settlement Administrator name and information]*. The request for exclusion must
16 state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of
17 the case *Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of Corrections*, Case No.: 3:14-
18 cv-00320-MMD-CSD." The request for exclusion must contain your name, address, signature and the last
19 four digits of your Social Security Number for verification purposes. The request for exclusion must be
20 signed by you. No other person may opt out for a member of the Class.

21 **VIII. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?**

22 Any Class Member, who has not opted out and believes that the Settlement should not be finally approved
23 by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and
24 state the Class Member's name, current address, telephone number, and describe why you believe the
25 Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other
26 correspondence must also state the name and number of the case, which is *Walden, et. al. v. State of*
27 *Nevada, Ex. Rel. Nevada Department of Corrections*, Case No.: 3:14-cv-00320-MMD-CSD.

28 To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound
by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member
who does not object in the manner provided in this Class Notice shall have waived any objection to the
Settlement, whether by appeal or otherwise.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval
Hearing, either in person or through your own attorney. If you appear through your own attorney, you are
responsible for hiring and paying that attorney. All written objections and supporting papers must (a)
clearly identify the case name and number (*Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department*
of Corrections, Case No.: 3:14-cv-00320-MMD-CSD), (b) be submitted to the Court either by mailing
them or by filing them in person with the Clerk of the Court for the Clerk of the Court for the United States
District Court, District of Nevada, located at 400 S. Virginia St., Reno, NV 89501, and (c) be filed or
postmarked on or before <30 days following mailing of the Class Notice>.

1 The addresses for the Parties' Counsel are as follows:

2 **Class Counsel:**

3 Mark R. Thierman
4 mark@thiermanbuck.com
5 Joshua D. Buck
6 josh@thiermanbuck.com
7 Leah L. Jones
8 leah@thiermanbuck.com
9 Joshua R. Hendrickson
10 joshh@thiermanbuck.com
11 THIERMAN BUCK LLP
12 7287 Lakeside Drive
13 Reno, Nevada 89511

Counsel for Defendant:

Sheri M. Thome, Esq.
Sheri.Thome@wilsonelser.com
WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP
6689 Las Vegas Blvd. South,
Suite 200
Las Vegas, NV 89119

9 Christian Gabroy

10 christian@gabroy.com

11 Kaine Messer

12 kmesser@gabroy.com

13 GABROY MESSER

14 170 S. Green Valley Pkwy., Suite 280

Henderson, Nevada 89012

15 **IX. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE**
16 **SETTLEMENT?**

17 The Court will hold a Final Approval Hearing at <time> a.m. on <date>, in Courtroom <#> before Chief
18 Judge Miranda Du at the United States District Court, District of Nevada, located at 400 S. Virginia St.,
19 Reno, NV 89501. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and
20 adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the
Settlement. If there are objections, the Court will consider them. The Court will listen to people who have
made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court
without further notice to you. You may check the settlement website identified in Section III above to
confirm that the date has not been changed. **You are not required to attend** the Final Approval Hearing,
although any Class Member is welcome to attend the hearing.

21 **X. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?**

22 You may call the Settlement Administrator at <phone> or write to *Walden, et. al. v. State of Nevada, Ex.*
23 *Rel. Nevada Department of Corrections*, Settlement Administrator, c/o [insert Settlement Administrator
name and information]; or contact Class Counsel at 775-284-1500 or email at info@thiermanbuck.com

24 This notice summarizes the Settlement. More details are in the Settlement Agreement. You may receive a
25 copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Class
Counsel, or by going to the Settlement Administrator's website at <website>.

26 **PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**
27
28

EXHIBIT B

Order Granting Preliminary Approval of Class Action Settlement

EXHIBIT B

1 Mark R. Thierman, Nev. Bar No. 8285
2 mark@thiermanbuck.com
3 Joshua D. Buck, Nev. Bar No. 12187
4 josh@thiermabuck.com
5 Leah L. Jones, Nev. Bar No. 13161
6 leah@thiermanbuck.com
7 Joshua R. Hendrickson, Nev. Bar No. 12225
8 joshh@thiermanbuck.com
9 THIERMAN BUCK LLP
10 7287 Lakeside Drive
11 Reno, Nevada 89511
12 Tel. (775) 284-1500
13 Fax. (775) 703-5027

9 GABROY LAW OFFICES
10 Christian Gabroy (#8805)
11 Kaine Messer (#14240)
12 The District at Green Valley Ranch
13 170 South Green Valley Parkway, Suite 280
14 Henderson, Nevada 89012
15 Tel (702) 259-7777
16 Fax (702) 259-7704
17 christian@gabroy.com
18 kmesser@gabroy.com

19 *Attorneys for Plaintiffs*

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sshevorski@ag.nv.gov
kireland@ag.nv.gov

*Attorneys for Defendant The State of Nevada,
ex rel. its Department of Corrections*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DONALD WALDEN, JR., et al., etc.,

Plaintiffs,

v.

THE STATE OF NEVADA, EX REL. NEVADA
DEPARTMENT OF CORRECTIONS, and
DOES 1-50,

Defendants.

Case No.: 3:14-cv-00320-MMD-WGC

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 Plaintiffs' Motion for Preliminary Approval of Collective and Class Action Settlement came
3 before this Court, the Honorable Chief Judge Miranda M. Du presiding, on December 1, 2022, at
4 2:30 p.m.. This Court, having considered the papers submitted in support of the Motion, HEREBY
5 ORDERS THE FOLLOWING:

6 1. This Court grants preliminary approval of the Settlement and the Settlement Classes
7 based upon the terms set forth in the Collective and Class Action Settlement and Release between
8 Plaintiffs Donald Walden, Jr., et. al. and Defendant the State of Nevada, Ex. Rel. Nevada
9 Department of Corrections ("Settlement"). The Settlement preliminarily appears to be fair,
10 adequate, and reasonable to the Class. The Joint Motion for Preliminary Approval is GRANTED.

11 2. The Settlement falls within the range of reasonableness and appears to be
12 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
13 and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement should
15 be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
16 accordance with the Implementation Schedule set forth below.

17 4. This Court approves, as to form and content, the Notice of Pendency of Collective
18 and Class Action Settlement and Final Hearing Date ("Class Notice of Settlement"), in substantially
19 the form attached to the Settlement as Exhibit A. This Court approves the procedure for Class
20 Members to (i) participate (i.e., do nothing), (ii) opt out, or (iii) object, to the Settlement as set forth
21 in the Class Notice of Settlement.

22 5. The Court directs the mailing of Class Notice of Settlement by first class mail to the
23 Class Members in accordance with the Implementation Schedule set forth below. This Court finds
24 the dates selected for the mailing and distribution of the Class Notice of Settlement, as set forth in
25 the Implementation Schedule, meet the requirements of due process and provide the best notice
26 practicable under the circumstances and shall constitute due and sufficient notice to all persons
27 entitled thereto.

28 6. This Court has already conditionally certified the opt-in collective group pursuant to
the Fair Labor Standards Act (FLSA) and that decision is not disturbed. It is further ordered that a

1 Settlement Class, as defined in the Settlement, is preliminarily certified pursuant to Rule 23 of the
2 Federal Rules of Civil Procedure for settlement purposes only.

3 7. This Court re-affirms Plaintiffs DONALD WALDEN JR., NATHAN ECHEVERRIA,
4 AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY RIDENOUR, and DANIEL TRACY
5 as Class Representatives.

6 8. This Court re-affirms Mark Thierman, Esq., Joshua Buck, Esq., Leah Jones, Esq.,
7 and Joshua R. Hendrickson, Esq. of Thierman Buck, LLP of Reno, Nevada and Christian Gabroy,
8 Esq. and Kaine Messer, Esq. of Gabroy Messer of Henderson, Nevada as Class Counsel.

9 9. This Court confirms [insert Settlement Administrator] as the Settlement
10 Administrator.

11 10. This Court orders the following Implementation Schedule for further proceedings:

12 a.	Deadline for Defendant to Submit Class Member Information to Claims Administrator	_____, 2022 [7 calendar days after Order granting Preliminary Approval]
13 b.	Deadline for Claims Administrator to Mail the Notice to Class Members	_____, 2022 [14 calendar days after Order granting Preliminary Approval]
14 c.	Deadline for Defendant to Make Good Faith Deposit To Settlement Account maintained by Claims Administrator	_____, 202____ [21 calendar days after Order granting Preliminary Approval or 30 calendar days from date of approval by the BOE and IFC, whichever is later]
15 d.	Deadline for Defendant's Insurer to Make Good Faith Deposit To Settlement Account maintained by Claims Administrator	_____, 2023 [45 calendar days after Order granting Preliminary Approval]
16 e.	Deadline for Class Counsel to File Motion for Final Approval of Fees, Costs, and Service Awards	_____, 2022 [21 calendar days after Order granting Preliminary Approval]
17 f.	Deadline for Class Members to Postmark Requests for Exclusions	_____, 2023 [30 calendar days after initial mailing of the Notice to Class Members]

g.	Deadline for Receipt by Court and Counsel of any Objections to Settlement	_____, 2023 [30 calendar days after initial mailing of the Notice to Class Members]
h.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorneys' Fees, Costs, and Enhancement Award	_____, 2023 [7 calendar days prior to Final Approval Hearing]
i.	Deadline for Class Counsel to File Declaration from Claims Administrator of Due Diligence and Proof of Mailing	_____, 2023 [7 calendar days prior to Final Approval Hearing]
j.	Final Fairness Hearing and Final Approval	_____, 2023
k.	Deadline for Defendant to Deposit Remaining Settlement Fund To Settlement Account maintained by Claims Administrator	_____, 2023 [90 days after Effective Date]
l.	Deadline for Claims Administrator to wire transfer the Attorneys' Fees and Costs to Class Counsel (if Settlement is Effective)	_____, 2023 [10 days after receipt of Settlement Funds]
m.	Deadline for Claims Administrator to mail the Settlement Awards to Class Members and the Enhancement Awards to Class Representatives (if Settlement is Effective)	_____, 2023 [10 days after receipt of Settlement Funds]
n.	Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	_____, 2023 [180 days after Settlement Awards being issued]
o.	Uncashed Checks to be Voided and Monies Remitted	_____, 2023 [180 days after Settlement Awards being

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	To State of Nevada Unclaimed Property Fund	issued]
p.	Unclaimed Settlement Monies Revert to the State of Nevada	_____, 2024 [1 year following Settlement Awards being remitted to State of Nevada unclaimed property fund]

IT IS SO ORDERED.

Dated: _____

DISTRICT COURT JUDGE

EXHIBIT C

**[Proposed] Order Granting Final
Approval of Class Action Settlement**

EXHIBIT C

1 Mark R. Thierman, Nev. Bar No. 8285
2 mark@thiermanbuck.com
3 Joshua D. Buck, Nev. Bar No. 12187
4 josh@thiermanbuck.com
5 Leah L. Jones, Nev. Bar No. 13161
6 leah@thiermanbuck.com
7 Joshua R. Hendrickson, Nev. Bar No. 12225
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9 THIERMAN BUCK LLP
10 7287 Lakeside Drive
11 Reno, Nevada 89511
12 Tel. (775) 284-1500
13 Fax. (775) 703-5027

9 GABROY LAW OFFICES
10 Christian Gabroy (#8805)
11 Kaine Messer (#14240)
12 The District at Green Valley Ranch
13 170 South Green Valley Parkway, Suite 280
14 Henderson, Nevada 89012
15 Tel (702) 259-7777
16 Fax (702) 259-7704
17 christian@gabroy.com
18 kmesser@gabroy.com

19 *Attorneys for Plaintiffs*

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sshevorski@ag.nv.gov
kireland@ag.nv.gov

*Attorneys for Defendant The State of Nevada,
ex rel. its Department of Corrections*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

DONALD WALDEN, JR., et al., etc.,

Plaintiffs,

v.

THE STATE OF NEVADA, EX REL. NEVADA
DEPARTMENT OF CORRECTIONS, and
DOES 1-50,

Defendants.

Case No.: 3:14-cv-00320-MMD-WGC

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The above-referenced putative class action ("Action") having come before the Court on
3 _____, for a hearing and this Final Order Approving Class Action Settlement and
4 Judgment ("Court's Final Order and Judgment"), consistent with the Court's Preliminary Approval
5 Order ("Preliminary Approval Order"), filed and entered _____, and as set forth in the
6 Joint Stipulation of Collective and Class Action Settlement and Release between Plaintiffs and
7 Defendant ("Settlement") in the Action, and due and adequate notice having been given to all Class
8 Members as required in the Preliminary Approval Order, and the Court having considered all
9 papers filed and proceedings had herein and otherwise being fully informed and good cause
10 appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 unless an alternate meaning is specifically given within this Order. Consistent with the definitions
13 provided in the Settlement,

14 a. the term "Class Member" means those individuals that are within the
15 Settlement Class which includes all current and former non-exempt hourly paid employees,
16 including sergeants and lieutenants, who have been employed by Defendant as correctional officers
17 at any time during the Class Period;

18 b. the term "Class Period" means May 12, 2011, through [insert date of
19 preliminary approval of this Settlement];

20 c. the term "Released Claims" collectively means those claims to be released by
21 the Settlement Class identified in Paragraph 20 of the Settlement;

22 d. the term "Class Representatives" shall mean Plaintiffs DONALD WALDEN
23 JR., NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT,
24 TIMOTHY RIDENOUR, and DANIEL TRACY.

25 e. the term "Class Counsel" shall mean Mark R. Thierman, Esq., Joshua D.
26 Buck, Esq., Leah L. Jones, Esq., and Joshua R. Hendrickson, Esq. of Thierman Buck LLP of Reno,
27 Nevada and Christian Gabroy, Esq. and Kaine Messer, Esq. of Gabroy Messer of Henderson,
28 Nevada.

1 2. This Court has jurisdiction over the subject matter of this Action and over all Parties
2 to this Action, including all Class Members.

3 3. Distribution of the Notice directed to the Class Members as set forth in the
4 Settlement and the other matters set forth therein have been completed in conformity with the
5 Preliminary Approval Order, including individual notice to all Class Members who could be
6 identified through reasonable effort, and as otherwise set forth in the Settlement. The Notice
7 provided due and adequate notice of the proceedings and of the matters set forth therein, including
8 the proposed Settlement set forth in the Settlement, to all persons entitled to such Notice, and the
9 Notice fully satisfied the requirements of due process. All Class Members and all Released Claims
10 are covered by and included within the Settlement and the Court's Final Order and Judgment.

11 4. The Court hereby finds the Settlement was entered into in good faith. The Court
12 further finds that Plaintiff has satisfied the standards and applicable requirements for final approval
13 of this class action settlement.

14 5. The Court hereby approves the Settlement set forth in the Settlement and finds the
15 Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the
16 Settlement according to its terms. The Court finds that the Settlement has been reached as a result
17 of intensive, serious and non-collusive, arm's-length negotiations. The Court further finds the
18 Parties have conducted extensive and costly investigation and research, and counsel for the Parties
19 are able to reasonably evaluate their respective positions. The Court also finds the Settlement at
20 this time will avoid additional substantial costs, as well as avoid the delay and risks that would be
21 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
22 being granted as part of the Settlement and recognizes the significant value to the Class Members.
23 The Court also finds the Class is properly certified as a settlement class. The Court also hereby
24 finds there were no objections to the Settlement filed prior to or raised by any person on the record
25 at the Final Approval Hearing that change the Court's decision to approve the Settlement; there
26 were only [insert] of persons who opted-out of the settlement.

27 6. As of the date of the Court's Final Order and Judgment, each and every Class
28 Member is and shall be deemed to have conclusively released the Released Claims as against the
Defendant and Released Parties. In addition, as of the date of the Court's Final Order and

1 Judgment, each Class Member who has not submitted a valid Request for Exclusion is forever
2 barred and enjoined from instituting or accepting damages or obtaining relief against the Defendant
3 and Released Parties relating to the Released Claims.

4 7. The Court hereby finds the Maximum Settlement Amount of \$55,000,000.00
5 provided for under the Settlement to be fair and reasonable in light of all the circumstances.
6 Defendant made a good faith deposit in the amount of \$25,000,000.00 to the settlement account
7 safeguarded and maintained by the Settlement Administrator ("Settlement Account"). The Court
8 hereby orders Defendant to make the remaining settlement fund deposit in the amount of
9 \$30,000,000.00 to the Settlement Account, as set forth in the Settlement. The Court further orders
10 the calculations and the payments of the Net Settlement Amount (Maximum Settlement Amount
11 minus attorneys fees, costs, enhancement payment, and third party administrator fees) to be made
12 and administered to Class Members under the Settlement in accordance with the pro rata
13 distribution as set forth in the Settlement.

14 8. The Court hereby re-affirms Mark R. Thierman, Esq., Joshua D. Buck, Esq., Leah L.
15 Jones, Esq., and Joshua R. Hendrickson, Esq. of Thierman Buck, LLP and Christian Gabroy, Esq.
16 and Kaine Messer, Esq. of Gabroy Messer Law Offices as Class Counsel. Pursuant to the terms of
17 the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court
18 hereby awards Class Counsel attorneys' fees in the amount of \$18,333,333.33, and the attorney
19 costs in the amount of \$200,000.00, to be deducted and paid from the Maximum Settlement
20 Amount, as final payment for and complete satisfaction of any and all attorneys' fees and costs
21 incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The
22 Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
23 administered pursuant to the terms of the Settlement, and transferred and/or made payable to Class
24 Counsel in the Action.

25 9. The Court hereby re-affirms Plaintiffs DONALD WALDEN JR., NATHAN
26 ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY
27 RIDENOUR, and DANIEL TRACY as Class Representatives of the Settlement Class and approves
28 and orders a Service Award to each Class Representative in the amount of \$20,000.00 to be paid
from the Maximum Settlement Amount as set forth in the Settlement.

1 10. The Court hereby re-affirms [insert Settlement Administrator] as the Claims
2 Administrator and approves and orders payment for actual claims administration expenses incurred
3 by the Claims Administrator in the amount of \$50,000.00 to be paid from the Maximum Settlement
4 Amount as set forth in the Settlement.

5 11. The Court finally finds and orders that the Settlement is and constitutes a fair,
6 reasonable, and adequate compromise of the Released Claims against the Released Party.

7 12. The Court hereby enters judgment in the Action, as of the date of entry of the
8 Court's Final Order and Judgment, pursuant to the terms set forth in the Settlement.

9 13. Should the Settlement Account not be fully funded by Defendant for whatever
10 reason pursuant to the terms of the Settlement, post-judgment interest shall accrue as of the date of
11 this Order until the Settlement Account is fully funded, pursuant to 28 U.S.C. § 1961.

12 14. Without affecting the finality of the Court's Final Order and Judgment in any way,
13 the Court hereby retains continuing jurisdiction over the interpretation, implementation, and
14 enforcement of the Settlement, and all orders entered in connection therewith.

15 15. Finally, the Court hereby orders that the Parties file a "Settlement Status Report"
16 with respect to the status of Settlement payments not later than 180-days following this Order.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

DISTRICT COURT JUDGE

EXHIBIT D

List of Opt-in Plaintiffs

EXHIBIT D

List of Opt-in Plaintiffs to be provided at a later date.

LEASES SUMMARY

BOE #	LESSEE		LESSOR	AMOUNT
1.	DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION		GLOBAL EXPERIENCE SPECIALISTS, INC.	\$1,069,834
	This is an extension of an existing lease.			
		Term of Lease:	01/01/2023 – 12/31/2024	Located in Las Vegas
2.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF HEALTH CARE FINANCE AND POLICY		VALLEY VIEW 4, LLC	\$1,693,867
	This is an extension of an existing lease.			
		Term of Lease:	12/01/2022 – 11/30/2027	Located in Las Vegas
3.	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH – RURAL CLINICS ENVIRONMENTAL HEALTH SERVICES		T.G. SHEPPARD 1995 FAMILY LIMITED PARTNERSHIP	\$279,430
	This is an extension of an existing lease.			
		Term of Lease:	11/01/2022 – 10/31/2027	Located in Winnemucca
4.	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS – DIVISION OF MUSEUMS AND HISTORY		CITY OF BOULDER CITY, A MUNICIPAL CORPORATION	\$0
	This is an extension of an existing lease.			
		Term of Lease:	11/15/2022 – 07/05/3021	Located in Boulder City

Please Note: Dates for commencement and BOE targets are initial estimates and may be subject to change in accordance with timeframes of returned documentation. 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:	LA 10/11/22
Reviewed by:	
Reviewed by:	

STATEWIDE SUBLEASE INFORMATION SECOND AMENDMENT

1. Agency:	Department of Administration State of Nevada Purchasing Division 515 E. Musser Street, Suite 300 Carson City, Nevada 89701 Judy Gates T: 775.684.0192 E: j.gates@admin.nv.gov						
Remarks:	This 2nd Sublease amendment extends the sublease an additional twelve (12) months with two (2) prenegotiated options to renew.						
Exceptions/Special notes:							
2. Name of Lessor:	Global Experience Specialists, Inc.						
3. Address of Lessor:	7150 S. Tenaya Way, Suite 100 Las Vegas, Nevada 89113						
4. Property contact:	Kris Truscott, Property Manager T: 702.416.2999 E: ktruscott@ges.com Jon Massimino Lease/Contract Manager E: jmassimino@viad.com						
5. Address of Lease property:	7050 Lindell Road, Building B Las Vegas, Nevada 89118						
a. Square Footage:	<input checked="" type="checkbox"/> Rentable <input type="checkbox"/> Usable 101,310						
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	improvement cost per square foot	Base Rent cost per square foot	Actual cost per square foot
	\$ 78,865.97	6	\$ 473,195.82	January 1, 2023 - June 30, 2023			\$0.78
	9% \$ 86,113.50	6	\$ 516,681.00	July 1, 2023 - December 31, 2023			\$0.85
c. Total Sublease Consideration:		12	\$ 989,876.82				
Two (2) Options to renew							
3.53%	\$ 89,152.80	6	\$ 534,916.80	January 1, 2024 - June 30, 2024			\$0.88
	\$ 89,152.80	6	\$ 534,916.80	July 1, 2024 - December 31, 2024			\$0.88
d. Total renewal Consideration:		12	\$ 1,069,833.60				
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Renewal terms: two (2) prenegotiated 6 month terms						
f. Holdover notice:	# of Days required 30 days Holdover terms: 25%/90						
g. Term:	Six (6) months						
h. Pass-thrus/CAM/Taxes	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant						
i. Utilities:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant						
j. Janitorial:	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see special notes)						
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:	\$1.88						
m. Specific termination clause in lease:	Breach/Default lack of funding						
n. Lease will be paid for by Agency Budget Account Number:	1358						
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

OCT 06 2022

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

We understand that the Agency will be assessed for the services of the Public Works Division / Leasing Services, through the life of the lease and I hereby agree to pay such assessment.

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

Kevin D. Doty

Kevin D. Doty (Oct 6, 2022 09:54 PDT)

Authorized Agency Signature

3-7

Oct 6, 2022

Date

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 type="checkbox"/> INC <input checked="" type="checkbox"/> CORP <input type="checkbox"/> LP <input type="checkbox"/>	
e.	Ownership Type (Domestic, Foreign, Government, etc.):	Domestic	
f.	Nevada Business ID Number:	NV19831009024	Exp: 7/31/2023
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 States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
i.	State of Nevada Vendor number:	T29038861	
j.	Is this an Arms Length Transaction (No Conflict of Interest)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	**If No, 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

David Dutra for

David Dutra for (Oct 6, 2022 14:06 PDT)

Authorized Signature

Public Works Division

bm

For Board of Examiners

☒ YES

☐ NO

Oct 6, 2022

Date

For Budget Division Use Only	
Reviewed by:	LA 10/17/22
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

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 T: 775.684.3727 E: ltuttle@dncfp.nv.gov																																																																																																																																																																						
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Exceptions/Special notes:																																																																																																																																																																							
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 Laramie Bracken T: 702.525.6217 E: laramie@gatskicommercial.com																																																																																																																																																																						
5. Address of Lease property:	1210 South Valley View, Suite 104 Las Vegas, Nevada 89102																																																																																																																																																																						
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b. Cost:	<table border="1"> <thead> <tr> <th></th> <th>cost per month</th> <th># of months in time frame</th> <th>cost per year</th> <th>time frame</th> <th>Improvement cost per square foot</th> <th>Base Rent cost per square foot</th> <th>Actual cost per square foot</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$ 27,564.60</td> <td>12</td> <td>\$ 330,775.20</td> <td>December 1, 2022 to November 30, 2023</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$2.10</td> </tr> <tr> <td>0%</td> <td>\$ 27,564.60</td> <td>12</td> <td>\$ 330,775.20</td> <td>December 1, 2023 to November 30, 2024</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$2.10</td> </tr> <tr> <td>3%</td> <td>\$ 28,391.53</td> <td>12</td> <td>\$ 340,698.36</td> <td>December 1, 2024 to November 30, 2025</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$2.16</td> </tr> <tr> <td>0%</td> <td>\$ 28,391.53</td> <td>12</td> <td>\$ 340,698.36</td> <td>December 1, 2025 to November 30, 2026</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$2.16</td> </tr> <tr> <td>3%</td> <td>\$ 29,243.28</td> <td>12</td> <td>\$ 350,919.36</td> <td>December 1, 2026 to November 30, 2027</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$2.23</td> </tr> <tr> <td>c. Total Lease Consideration:</td> <td></td> <td>60</td> <td>\$1,693,866.48</td> <td colspan="4"></td> </tr> <tr> <td>d. Total Improvement Cost:</td> <td colspan="4"></td> <td>\$0.00</td> <td colspan="2"></td> </tr> <tr> <td>e. Option to renew:</td> <td colspan="7"> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 365 Renewal terms: One (1) identical term </td> </tr> <tr> <td>f. Holdover notice:</td> <td colspan="7"> # of Days required 30 Holdover terms: 5%/90 </td> </tr> <tr> <td>g. Term:</td> <td colspan="7">Five (5) years</td> </tr> <tr> <td>h. Pass-thrus/CAM/Taxes</td> <td colspan="7"> <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant </td> </tr> <tr> <td>i. Utilities:</td> <td colspan="7"> <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant </td> </tr> <tr> <td>j. Janitorial:</td> <td colspan="7"> <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) </td> </tr> <tr> <td>k. Repairs:</td> <td colspan="7"> Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant </td> </tr> <tr> <td>l. Comparable Area Market Rate Average:</td> <td colspan="7">\$2.13</td> </tr> <tr> <td>m. Specific termination clause in lease:</td> <td colspan="7">Breach/Default lack of funding</td> </tr> <tr> <td>n. Lease will be paid for by Agency Budget Account Number:</td> <td colspan="7">3158</td> </tr> <tr> <td>6. This lease constitutes:</td> <td colspan="7"> <input 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 checked="" type="checkbox"/> Other </td> </tr> <tr> <td>a. Estimated Expenses:</td> <td colspan="2">Moving: \$0.00</td> <td colspan="2">Furnishings: \$0.00</td> <td colspan="3">Data/Phones: \$0.00</td> </tr> </tbody></table>								cost per month	# of months in time frame	cost per year	time frame	Improvement cost per square foot	Base Rent cost per square foot	Actual cost per square foot		\$ 27,564.60	12	\$ 330,775.20	December 1, 2022 to November 30, 2023	\$0.00	\$0.00	\$2.10	0%	\$ 27,564.60	12	\$ 330,775.20	December 1, 2023 to November 30, 2024	\$0.00	\$0.00	\$2.10	3%	\$ 28,391.53	12	\$ 340,698.36	December 1, 2024 to November 30, 2025	\$0.00	\$0.00	\$2.16	0%	\$ 28,391.53	12	\$ 340,698.36	December 1, 2025 to November 30, 2026	\$0.00	\$0.00	\$2.16	3%	\$ 29,243.28	12	\$ 350,919.36	December 1, 2026 to November 30, 2027	\$0.00	\$0.00	\$2.23	c. Total Lease Consideration:		60	\$1,693,866.48					d. Total Improvement Cost:					\$0.00			e. 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c. Total Lease Consideration:		60	\$1,693,866.48																																																																																																																																																																				
d. Total Improvement Cost:					\$0.00																																																																																																																																																																		
e. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 365 Renewal terms: One (1) identical term																																																																																																																																																																						
f. Holdover notice:	# of Days required 30 Holdover terms: 5%/90																																																																																																																																																																						
g. Term:	Five (5) years																																																																																																																																																																						
h. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant																																																																																																																																																																						
i. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant																																																																																																																																																																						
j. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input 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:	\$2.13																																																																																																																																																																						
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 (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 checked="" type="checkbox"/> Other																																																																																																																																																																						
a. Estimated Expenses:	Moving: \$0.00		Furnishings: \$0.00		Data/Phones: \$0.00																																																																																																																																																																		

RECEIVED

OCT 11 2022

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

STATEWIDE LEASE INFORMATION

We understand that the Agency will be assessed for the services of the Public Works Division / Leasing Services, through the life of the lease and I hereby agree to pay such assessment.

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 (Oct 11, 2022 08:46 PDT)
Authorized Agency Signature
79

10/11/2022

Date

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:	NV20141704703	Exp: 11/30/2022
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 States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
i. State of Nevada Vendor number:	T27029722	
j. Is this an Arms Length Transaction (No Conflict of Interest)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, 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

[Signature]
Authorized Signature
Public Works Division

10-11-22
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.
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:	HRP 9.30.22
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:

Department of Health and Human Services
Division of Public and Behavioral Health, Rural Clinics / Environmental Health Services
4126 Technology Way
Carson City, Nevada 89706
Irma Janssen
T: 775.684.4224 E: contractsunit@health.nv.gov

Remarks:

This is a renewal on an existing lease. This renewal includes additional common area square footage after being remeasured per BOMA standards. In the last 10 years, this lease has only gone up \$0.07. This lease is between two agencies under DPBH, budget account 3194 is paying a portion of \$350.00/month and budget account 3648 will cover the remaining amount.

Exceptions/Special notes:

2. Name of Lessor:

T.G. Sheppard 1995 Family Limited Partnership

3. Address of Lessor:

P.O. Box 69
Winnemucca, Nevada 89446

4. Property contact:

Mike Sheppard
T: 775.304.1483 E: michaelssheppard@gmail.com

5. Address of Lease property:

475 West Haskell Street, Unit 5
Winnemucca, Nevada 89445

a. Square Footage:

☒ Rentable 3,045 footprint + 234 common
☐ Usable 3,279

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
\$ 3,016.68	12	\$ 36,200.16	November 1, 2022 - October 31, 2023	\$0.00	\$0.00	\$0.92
63% \$ 4,918.61	12	\$ 59,023.32	November 1, 2023 - October 31, 2024	\$0.00	\$0.00	\$1.50
3% \$ 5,066.17	12	\$ 60,794.04	November 1, 2024 - October 31, 2025	\$0.00	\$0.00	\$1.55
0% \$ 5,066.17	12	\$ 60,794.04	November 1, 2025 - October 31, 2026	\$0.00	\$0.00	\$1.55
3% \$ 5,218.15	12	\$ 62,617.80	November 1, 2026 - October 31, 2027	\$0.00	\$0.00	\$1.59
	60	\$ 279,429.36				

c. Total Lease Consideration:

d. Total Improvement Cost:

e. Option to renew:

f. Holdover notice:

g. Term:

h. Pass-thrus/CAM/Taxes

i. Utilities:

j. Janitorial:

k. Repairs:

l. Comparable Area Market Rate Average:

m. Specific termination clause in lease:

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

63% \$ 4,918.61
3% \$ 5,066.17
0% \$ 5,066.17
3% \$ 5,218.15
60 \$ 279,429.36
\$0.00
☒ Yes ☐ No 365 Renewal terms: One (1) Identical term
of Days required 30 Holdover terms: 5%/90
Five (5) Years
☒ Landlord ☒ Tenant
☒ Landlord ☐ Tenant
☒ Landlord ☐ Tenant ☐ 3 day ☐ 5 day ☐ Rural 3 day ☒ Rural 5 day ☐ Other (see special notes)
Major: ☒ Landlord ☐ Tenant Minor: ☒ Landlord ☐ Tenant
\$1.73
Breach/Default lack of funding
3648/3194

6. This lease constitutes:

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

a. Estimated Expenses: Moving: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

RECEIVED
SEP 07 2022
CITY OF WYOMING

STATEWIDE LEASE INFORMATION

We understand that the Agency will be assessed for the services of the Public Works Division /Leasing Services, through the life of the lease and I hereby agree to pay such assessment.

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

Kelli P. Quintana
Authorized Agency Signature

9/6/2022
Date

7

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 type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LP <input checked="" type="checkbox"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	Domestic	
f. Nevada Business ID Number:	NV19951040409	Exp: 12/31/2022
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 States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
i. State of Nevada Vendor number:	T41772100	
j. Is this an Arms Length Transaction (No Conflict of Interest)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, 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

[Signature]
Authorized Signature
Public Works Division

9/7/22
Date

aa
For Board of Examiners ☒ YES ☐ NO

REAL PROPERTY LEASE SUMMARY
(FOR BOARDS - COMMISSIONS - STORAGE)

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 N/A

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


Authorized Agency Signature
staff count

10/14/2022
Date

7. State of Nevada Business License Information:

a. Is the Lessor a Nevada based business?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
b. Is the Lessor Exempt from obtaining a Business License?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*If Yes, explain.... <u>Lessor is the a Municipal Corporation (CITY). Lessee is a State Governmen</u>		
c. Does the Lessor have a current Nevada State Business License?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
**If No, explain.... <u>Lessor is the City of Boulder City.</u>		
d. The Lessor 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"/>	
e. Ownership Type (Domestic, Foreign, Government, etc.):	<u>Government</u>	Exp: <u> </u>
f. Nevada Business ID Number:	<u>N/A</u>	
g. Is the Lessor's Name the same as the Legal Entity Name?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain.... <u>N/A</u>		
h. Is this an Arms Length Transaction (No Conflict of Interest)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
**If No, explain.... <u> </u>		

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

For Board of Examiners ☒ YES ☐ NO

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	015	GOVERNOR'S OFFICE OF FINANCE - SMART 21	CARAHSOFT TECHNOLOGY CORP	GENERAL 81% HIGHWAY 19%	\$11,405,505	
	Contract Description:	This is a new Service Agreement under Statewide contract 99SWC-NV18-421 which provides Cloud Services. This service agreement is for the evaluation and implementation of the enterprise resource planning system.				
		Term of Contract:	Upon Approval - 09/15/2026	Contract # 26956		
2.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$817,537	
	Contract Description:	This is a new contract to provide ongoing janitorial services for the Department of Motor Vehicles building in Carson City.				
		Term of Contract:	12/01/2022 - 11/30/2026	Contract # 26835		
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$418,205	
	Contract Description:	This is a new contract to provide ongoing janitorial services for the Nevada State Library and Archives in Carson City.				
		Term of Contract:	12/01/2022 - 11/30/2026	Contract # 26836		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	XCEL MAINTENANCE SERVICES, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$373,120	
	Contract Description:	This is a new contract to provide ongoing janitorial services for the Belrose building in Las Vegas.				
		Term of Contract:	12/01/2022 - 11/30/2026	Contract # 26795		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	XCEL MAINTENANCE SERVICES, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$573,175	
	Contract Description:	This is a new contract to provide ongoing janitorial services for the Sahara Department of Motor Vehicles building in Las Vegas.				
		Term of Contract:	12/01/2022 - 11/30/2026	Contract # 26796		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS	LG ARCHITECTS, INC. DBA LGA	OTHER: AGENCY FUNDED CIP	\$343,392	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Advance Planning: Remodel Freight Barn (East Ely Railroad Museum) CIP project to include schematic design work, design development, construction cost estimates, drawings and documents: CIP Project No. 22-A007-02; SPWD Contract No. 115108.				
		Term of Contract:	Upon Approval - 06/30/2025	Contract # 26852		
7.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	NEVADA SYSTEM OF HIGHER EDUCATION - BOARD OF REGENTS OBO UNIVERSITY OF NEVADA, LAS VEGAS	OTHER: T-MOBILE SETTLEMENT	\$2,600,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing support services for placement of undergraduate and graduate students within high growth industries. This contract is contingent upon IFC approval of work program #C60305.				
		Term of Contract:	Upon Approval - 11/30/2025	Contract # 26867		
8.	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	NEVADA SYSTEM OF HIGHER EDUCATION - BOARD OF REGENTS OBO UNIVERSITY OF NEVADA, RENO	OTHER: T-MOBILE SETTLEMENT	\$1,400,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing support services for placement of undergraduate and graduate students within high growth industries. This contract is contingent upon IFC approval of work program #C60305.				
		Term of Contract:	Upon Approval - 11/30/2025	Contract # 26866		
9.	300	DEPARTMENT OF EDUCATION - EDUCATOR EFFECTIVENESS	OUTLOOK UNIVERSITY INDEPENDENT SCHOOL NETWORK EQUITY CENTER	FEDERAL	\$190,000	Sole Source
	Contract Description:	This is a new contract to provide support and resources to schools deemed in need of improvement in complying with the state's School Performance Plan.				
		Term of Contract:	Upon Approval - 12/30/2023	Contract # 26868		
10.	300	DEPARTMENT OF EDUCATION - EDUCATOR EFFECTIVENESS	WESTED	FEDERAL	\$169,500	Exempt
	Contract Description:	This is a new interlocal agreement to provide consultation and facilitation of a work group to review policies and provide recommendations on the initial licensure process for educators.				
		Term of Contract:	Upon Approval - 06/30/2023	Contract # 26782		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	300	DEPARTMENT OF EDUCATION - CAREER AND TECHNICAL EDUCATION	CAREER AND TECHNICAL EDUCATION CONSORTIUM OF STATES, INC.	FEDERAL	\$566,000	
	Contract Description:	This is a new contract to provide an online Career and Technical Education (CTE) employability and technical skills assessments for students who complete a CTE course sequence.				
		Term of Contract:	Upon Approval - 06/30/2024	Contract # 26834		
12.	300	DEPARTMENT OF EDUCATION - COVID-19 FUNDING	MIDAS EDUCATION, LLC	FEDERAL	\$1,050,000	Sole Source
	Contract Description:	This is a new contract to provide ongoing micro-credentialing and professional development services.				
		Term of Contract:	11/08/2022 - 11/07/2024	Contract # 26819		
13.	300	DEPARTMENT OF EDUCATION - STUDENT AND SCHOOL SUPPORT	NEVADA SYSTEM OF HIGHER EDUCATION - BOARD OF REGENTS OBO UNIVERSITY OF NEVADA, LAS VEGAS	FEDERAL	\$182,028	Exempt
	Contract Description:	This is a new interlocal agreement to provide professional development, technical assistance, event coordination, and organizational support for before and after school learning opportunities for students.				
		Term of Contract:	Upon Approval - 06/30/2024	Contract # 26842		
14.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT	SPECIAL EDUCATION LAW ASSOCIATES, LLC	FEDERAL	\$500,000	Professional Service
	Contract Description:	This is a new contract to provide assistance with the implementation and facilitation of the special education alternative dispute resolution systems.				
		Term of Contract:	01/01/2023 - 12/31/2024	Contract # 26844		
15.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - STATE LIBRARY	KEYSTONE SYSTEMS, INC.	FEDERAL	\$127,266	Sole Source
	Contract Description:	This is a new contract to provide ongoing operation, support, and maintenance services for the system that provides Talking Books to visually impaired citizens.				
		Term of Contract:	07/01/2022 - 06/30/2026	Contract # 26659		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	GLASS RATNER ADVISORY & CAPITAL GROUP, LLC DBA B. RILEY ADVISORY	GENERAL 25% FEDERAL 75%	\$295,100	
	Contract Description:	This is a new contract to provide ongoing services for a biennial information technology security risk assessment.				
		Term of Contract:	Upon Approval - 06/30/2026	Contract # 26829		
17.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - HEALTH CARE FINANCING AND POLICY ADMINISTRATION	MERCER HEALTH & BENEFITS, LLC	GENERAL 50% FEDERAL 50%	\$5,854,995	
	Contract Description:	This is the fourth amendment to the original contract which provides actuarial services. This amendment extends the termination date from December 31, 2023 to December 31, 2025 and increases the maximum amount from \$5,085,000 to \$10,939,995 due to the continued need for these services and an increase in ad hoc reporting services. This contract is contingent upon IFC approval of work program #WP23FRF31584.				
		Term of Contract:	01/01/2020 - 12/31/2025	Contract # 22237		
18.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	FIDELITY INFORMATION SERVICES, LLC	GENERAL 29% FEDERAL 71%	\$6,295,100	
	Contract Description:	This is the fourth amendment to the original contract which provides ongoing electronic benefit transfer services to clients of the Supplemental Nutrition Assistance and Temporary Assistance for Needy Families benefits programs. This amendment increases the maximum amount from \$8,880,000 to \$15,175,100 due to the increased need for these services.				
		Term of Contract:	07/01/2018 - 06/30/2026	Contract # 20068		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - TEMPORARY ASSISTANCE FOR NEEDY FAMILIES	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	GENERAL 3% FEDERAL 97%	\$1,860,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide ongoing bus passes to eligible clients of the Temporary Assistance for Needy Families program, Supplemental Nutrition Assistance Program, and employment and training participants who must participate in work activities as a condition of receiving benefits.				
		Term of Contract:	Upon Approval - 06/30/2026	Contract # 25907		
20.	655	DEPARTMENT OF PUBLIC SAFETY - CENTRAL REPOSITORY FOR NEVADA RECORDS OF CRIMINAL HISTORY	BEYOND 20/20	OTHER: ATTORNEY GENERAL SETTLEMENT FUNDS	\$131,250	Sole Source
	Contract Description:	This is the first amendment to the original contract which provides maintenance of the Nevada Incident-Based Reporting system. This amendment increases the maximum amount from \$192,000 to \$323,250 due to the addition of a Use of Force reporting module.				
		Term of Contract:	07/13/2021 - 06/30/2025	Contract # 24426		
21.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - MATERIALS MANAGEMENT AND CORRECTIVE ACTION	BROADBENT & ASSOCIATES, INC.	FEE: HAZARDOUS WASTE/PETROLEUM FUND 66% OTHER: INTERIM FLUID MANAGEMENT TRUST 20% FEDERAL 14%	\$7,000,000	
	Contract Description:	This is a new contract to provide ongoing environmental mitigation, assessment, and remediation services.				
		Term of Contract:	01/01/2023 - 12/31/2026	Contract # 26720		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - MATERIALS MANAGEMENT AND CORRECTIVE ACTION	MCGINLEY & ASSOCIATES, INC.	FEE: HAZARDOUS WASTE/PETROLEUM FUND 66% OTHER: INTERIM FLUID MANAGEMENT TRUST 20% FEDERAL 14%	\$7,000,000	
	Contract Description:	This is a new contract to provide ongoing environmental mitigation, assessment, and remediation services.				
		Term of Contract:	01/01/2023 - 12/31/2026	Contract # 26721		
23.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	LEWIS & ELLIS, INC.	FEDERAL	\$310,790	
	Contract Description:	This is a new contract to provide an analysis related to health insurance reform. This contract is contingent upon IFC approval of work program #C61685.				
		Term of Contract:	11/15/2022 - 09/13/2023	Contract # 26870		
24.	902	DEPARTMENT OF EMPLOYMENT TRAINING AND REHABILITATION - GOVERNOR'S OFFICE OF WORKFORCE INNOVATION	NCLAB	FEDERAL	\$70,000	
	Contract Description:	This is the first amendment to the original contract which provides tuition and fee support for the training of dislocated and underemployed workers, new job seekers, and/or limited English proficient adults. This amendment increases the maximum amount from \$70,000 to \$140,000 due to additional training cohorts.				
		Term of Contract:	01/01/2022 - 09/29/2023	Contract # 25456		
25.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	HELP OF SOUTHERN NEVADA	FEDERAL	\$249,280	
	Contract Description:	This is a new contract to provide out-of-school youth between the ages of 16 and 24 with financial wellness training and employment and training in high demand occupations.				
		Term of Contract:	Upon Approval - 11/07/2024	Contract # 26832		

CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	903	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - EQUAL RIGHTS COMMISSION	EPATHUSA, INC.	FEDERAL	\$470,276	
	Contract Description:	This is a new contract to provide a case management system to streamline complaint processing.				
		Term of Contract:	Upon Approval - 10/31/2025	Contract # 26845		
27.	B008	LICENSING BOARDS AND COMMISSIONS - PROFESSIONAL ENGINEERS AND LAND SURVEYORS	ALLISON MACKENZIE, LTD.	FEE: LICENSURE	\$660,000	Professional Service
	Contract Description:	This is a new contract to provide ongoing legal services including representation in lawsuits, disciplinary actions, administrative hearings, legislative assistance, board meeting counsel, and legal advice.				
		Term of Contract:	01/01/2023 - 12/31/2026	Contract # 26792		
28.	B022	LICENSING BOARDS AND COMMISSIONS - PHARMACY	KANDT LAW, PLLC	FEE: LICENSURE	\$200,000	Professional Service, FORMER EMPLOYEE
	Contract Description:	This is a new contract to provide legal counsel and hearing officer services.				
		Term of Contract:	11/30/2022 - 11/29/2024	Contract # 26873		

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26956**Agency Name: **GOVERNOR'S FINANCE OFFICE**Agency Code: **015**Appropriation Unit: **1325-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CARAHSOFT TECHNOLOGY CORP**Contractor Name: **CARAHSOFT TECHNOLOGY CORP**Address: **11493 SUNSET HILLS RD STE 100**City/State/Zip: **RESTON, VA 20190**Contact/Phone: **703-871-8558**Vendor No.: **PUR0004357**NV Business ID: **NV20151127305**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

X	General Funds	81.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
X	Highway Funds	19.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/15/2026**Contract term: **3 years and 319 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **Evaluation ERP**

5. Purpose of contract:

This is a new Service Agreement under Statewide contract 99SWC-NV18-421 which provides Cloud Services. This service agreement is for the evaluation and implementation of the enterprise resource planning system.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,405,505.40****II. JUSTIFICATION**

7. What conditions require that this work be done?

This contract will evaluate and make suggestions on the current state of the SMART21 ERP project by assessing the project work products to date to understand efficiencies and gaps. A plan will then be developed to provide a solution to facilitate the modernization of processes across state functions, establish planned efficiencies and improve business processes.

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

Lack of Expertise9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

The State of Nevada has a Statewide contract with Carahsoft which allows agencies to utilize the services under contract number 99SWC-NV18-421.

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Brandy Cox, State Financial Lead Ph: 775-720-9806

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcarlo4	11/07/2022 09:41:20 AM
Division Approval	jkidd	11/07/2022 09:43:47 AM
Department Approval	ssands	11/07/2022 09:44:49 AM
Contract Manager Approval	ssands	11/07/2022 09:44:52 AM
Budget Analyst Approval	dlenzner	11/07/2022 15:34:23 PM
BOE Agenda Approval	dlenzner	11/07/2022 15:34:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26835**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: **ENTERPRISE JANITORIAL, INC.**Contractor Name: **ENTERPRISE JANITORIAL, INC.**Address: **PO BOX 19913**City/State/Zip: **RENO, NV 89511-2559**Contact/Phone: **Ana Arroyo 775/691-2939**Vendor No.: **T32003728A**NV Business ID: **NV20141642364**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Buildings and Grounds Rental Income**Agency Reference #: **08DOA-S2128 JS**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2022**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for the Department of Motor Vehicles building in Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$817,537.04**

Payment for services will be made at the rate of \$204,384.26 per Fiscal Year

Other basis for payment: FY23 \$204,384.26, FY24 \$204,384.26, FY25 \$204,384.26 FY26 \$204,384.26

II. JUSTIFICATION

7. What conditions require that this work be done?

These ongoing services are needed to provide a sanitary, healthy and clean environment.

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

Buildings and Grounds does not have the manpower to facilitate the needs of another property to ensure a clean, healthy, sanitized environment for the occupants.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):

Enterprise Janitorial Inc
McNeils Cleaning Service Inc

b. Solicitation Waiver: **Not Applicable**

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

This vendor will provide the services required at best cost.

d. Last bid date: 08/04/2022 Anticipated re-bid date: 08/04/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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 been contracted by the state since 2001. Satisfactory service.

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:

Cheryl Warren , Custodial Supervisor III Ph: 775-684-1809

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	09/22/2022 11:18:04 AM
Division Approval	jkidd	09/23/2022 11:58:39 AM
Department Approval	ssands	09/26/2022 13:59:40 PM
Contract Manager Approval	ssands	09/26/2022 13:59:44 PM
Budget Analyst Approval	nhovden	10/17/2022 11:10:58 AM
BOE Agenda Approval	nhovden	10/17/2022 11:11:01 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26836**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	ENTERPRISE JANITORIAL, INC.
Agency Code:	082	Contractor Name:	ENTERPRISE JANITORIAL, INC.
Appropriation Unit:	1349-12	Address:	PO BOX 19913
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89511-2559
If "No" please explain:	Not Applicable	Contact/Phone:	Ana Arroyo 775/691-2939
		Vendor No.:	T32003728A
		NV Business ID:	NV20141642364

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Buildings and Grounds Rental Income

Agency Reference #: 08DOA-S2140 JS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for the Nevada State Library and Archives in Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$418,204.88**

Payment for services will be made at the rate of \$104,551.22 per Fiscal Year

Other basis for payment: FY23 \$104,551.22, FY24 \$104,551.22, FY25 \$104,551.22, FY26 \$104,551.22

II. JUSTIFICATION

7. What conditions require that this work be done?

These ongoing services are needed to provide a sanitary, healthy and clean environment.

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

Buildings and Grounds does not have the manpower to facilitate the needs of another property to ensure a clean, healthy, sanitized environment for the occupants.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):

Enterprise Janitorial Inc
Qual-Econ USA Inc

b. Solicitation Waiver: **Not Applicable**

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

This vendor will provide the services required at best cost.

d. Last bid date: 09/13/2022 Anticipated re-bid date: 09/01/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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 contracted by the state since 2001. Satisfactory service.

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:

Cheryl Warren , Custodial Supervisor III Ph: 775-684-1809

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	09/22/2022 11:18:42 AM
Division Approval	jkidd	09/23/2022 11:56:34 AM
Department Approval	ssands	09/26/2022 13:59:17 PM
Contract Manager Approval	ssands	09/26/2022 13:59:21 PM
Budget Analyst Approval	nhovden	10/17/2022 11:05:45 AM
BOE Agenda Approval	nhovden	10/17/2022 11:05:50 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 CONTRACT1. Contract Number: **26795**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: **XCEL MAINTENANCE SERVICES, INC.**Contractor Name: **XCEL MAINTENANCE SERVICES, INC.**Address: **7260 W. Azure Drive # 140
PMB 108**City/State/Zip: **Las Vegas, NV 89130-7999**Contact/Phone: **Kathia Winchell 702-355-3895**Vendor No.: **T81103343**NV Business ID: **NV20021426879**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % BUILDINGS AND GROUNDS RENTAL INCOME

Agency Reference #: **08DOA-S2136 JS**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2022**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Contract**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for the Belrose building in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$373,120.00**

Other basis for payment: Year 1-12/01/2022-11/30/2023, \$89,062.50; Year 2-12/01/2023-11/30/2024, \$91,777.50; Year 3-12/01/2024-11/30/2025, \$94,607.50; Year 4-12/01/2025-11-30/2026, \$97,672.50.

II. JUSTIFICATION

7. What conditions require that this work be done?

Janitorial services are needed to provide a sanitary, and healthy environment as well as maintain the integrity of properties and the occupants that inhabit these facilities

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

Buildings and Grounds does not have the manpower needed to maintain the integrity of additional properties.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Commercial Cleaning Systems
Accurate Building Maintenance
Xcel Maintenance

b. Solicitation Waiver: **Not Applicable**

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

Best price

d. Last bid date: 05/01/2022 Anticipated re-bid date: 05/01/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

Shiyann Living, PO I Ph: 702-486-4300

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	09/27/2022 09:28:41 AM
Division Approval	jkidd	09/27/2022 12:06:40 PM
Department Approval	ssands	09/27/2022 13:02:38 PM
Contract Manager Approval	ssands	09/27/2022 13:02:41 PM
Budget Analyst Approval	nhovden	10/17/2022 11:22:17 AM
BOE Agenda Approval	nhovden	10/17/2022 11:22:20 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26796**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: **XCEL MAINTENANCE SERVICES, INC.**Contractor Name: **XCEL MAINTENANCE SERVICES, INC.**Address: **7260 W. Azure Drive #140
PMB 108**City/State/Zip: **LAS VEGAS, NV 89130**Contact/Phone: **Kathia Winchell 702-355-3895**Vendor No.: **T81103343**NV Business ID: **NV20021426879**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % BUILDINGS AND GROUNDS RENTAL INCOME

Agency Reference #: **08DOA-S2122 JS**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2022**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for the Sahara Department of Motor Vehicles building in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$573,175.00**

Other basis for payment: Year 1; 12/01/22-11/30/23 - \$136,092.50 2.2.2. Year 2 ; 12/01/23-11/30/24 - \$141,152.50 2.2.3. Year 3 ; 12/01/24-11/30/25 - \$145,622.50 Year 4 ; 12/01/25-11/30/26 - \$150,307.50

II. JUSTIFICATION

7. What conditions require that this work be done?

Janitorial services are needed to provide a sanitary, and healthy environment as well as maintain the integrity of properties and the occupants that inhabit these facilities

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

Buildings and Grounds does not have the manpower needed to maintain the integrity of additional properties.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):

Best Janitorial Services of Nevada
Xcel Maintenance
Premier Property Maintenance

b. Solicitation Waiver: **Not Applicable**

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

Best price

d. Last bid date: 08/01/2022 Anticipated re-bid date: 08/01/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

Shiyann Living, PO I Ph: 702-486-4300

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	09/27/2022 09:28:14 AM
Division Approval	jkidd	09/27/2022 12:04:13 PM
Department Approval	ssands	09/27/2022 13:03:44 PM
Contract Manager Approval	ssands	09/27/2022 13:03:48 PM
Budget Analyst Approval	nhovden	10/17/2022 11:24:51 AM
BOE Agenda Approval	nhovden	10/17/2022 11:24:55 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26852**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 2941, expenditure category 15, Construction Planning & Admin.

Legal Entity Name: **LG ARCHITECTS, INC. DBA LGA**Contractor Name: **LG ARCHITECTS, INC. DBA LGA**Address: **241 W. CHARLESTON BLVD STE 107**City/State/Zip: **LAS VEGAS, NV 89102-2592**Contact/Phone: **702-263-7111**Vendor No.: **T27041309**NV Business ID: **NV19861005290**To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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 % Agency Funded CIP

Agency Reference #: **115108**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2025**Contract term: **2 years and 273 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 Advance Planning: Remodel Freight Barn (East Ely Railroad Museum) CIP project to include schematic design work, design development, construction cost estimates, drawings and documents: CIP Project No. 22-A007-02; SPWD Contract No. 115108.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$343,392.00**

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 - Division of Museums & History

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

Capital Improvement Program (CIP) consultants are selected based on their ability to provide professional engineering design and architectural services to SPWD in support of the state engineering services provided to approved CIPs.

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. a. Does the contract contain any IT components? No
 b. Is the contract part of an IT investment project over \$50,000? 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. SPWD, and currently with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Nalley, Kirsten, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	09/27/2022 09:27:35 AM
Division Approval	nmann	09/27/2022 09:27:39 AM
Department Approval	nmann	09/27/2022 09:27:42 AM
Contract Manager Approval	lwildes	09/27/2022 09:31:39 AM
Budget Analyst Approval	nhovden	10/17/2022 11:15:25 AM
BOE Agenda Approval	nhovden	10/17/2022 11:15:29 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26867**Agency Name: **GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT**Agency Code: **102**Appropriation Unit: **1526-31**Is budget authority available?: **No**

If "No" please explain: This contract is contingent upon IFC approval of work program #C60305.

Legal Entity Name: **BOARD OF REGENTS, UNIVERSITY OF NEVADA, LAS VEGAS**Contractor Name: **BOARD OF REGENTS, UNIVERSITY OF NEVADA, LAS VEGAS**Address: **CONTROLLER-UNLV
4505 MARYLAND PKWY BOX 453004**City/State/Zip: **LAS VEGAS, NV 89154-3004**Contact/Phone: **Lori M. Clecone 702/895-3779**Vendor No.: **D35000813**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % T-mobile Settlement

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2025**Contract term: **3 years and 30 days**4. Type of contract: **Interlocal Agreement**Contract description: **Internship Program**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing support services for placement of undergraduate and graduate students within high growth industries in Nevada. This contract is contingent upon IFC approval of work program #C60305.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,600,000.00**

Other basis for payment: Payable as invoiced.

II. JUSTIFICATION

7. What conditions require that this work be done?

Startup and entrepreneurial communities have experienced a severe talent shortage jeopardizing the growth of early-stage companies. This internship program will spring a support structure for placement of Nevada students from UNR with high growth areas in Northern Nevada, leveraging growth and retention of the Northern Nevada technology and the start-up sector.

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

This work requires specialized skills and abilities the agency does not possess. By partnering with Nevada universities, this will connect students to quality technical internships with employers that meet the industry criteria.

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?

N/A

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	mlynn	09/30/2022 15:49:40 PM
Division Approval	mlynn	09/30/2022 15:49:43 PM
Department Approval	mlynn	09/30/2022 15:49:45 PM
Contract Manager Approval	mlynn	10/06/2022 13:04:36 PM
Budget Analyst Approval	hfield	10/17/2022 13:08:43 PM
BOE Agenda Approval	hfield	10/17/2022 13:08:45 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26866**Agency Name: **GOVERNOR'S OFFICE OF
ECONOMIC DEVELOPMENT**Agency Code: **102**Appropriation Unit: **1526-31**Is budget authority available?: **No**

If "No" please explain: This contract is contingent upon IFC approval of work program #C60305.

Legal Entity Name: **BOARD OF REGENTS-UNIVERSITY OF NEVADA, RENO**Contractor Name: **BOARD OF REGENTS-UNIVERSITY OF NEVADA, RENO**Address: **CONTROLLERS - COOP EXTENSION
MAIL STOP 124**City/State/Zip: **RENO, NV 89557**Contact/Phone: **Thomas Landis 775-784-4029**Vendor No.: **D35000816**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % T-mobile Settlement

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2025**Contract term: **3 years and 30 days**4. Type of contract: **Interlocal Agreement**Contract description: **Internship Program**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing support services for placement of undergraduate and graduate students within high growth industries in Nevada. This contract is contingent upon IFC approval of work program #C60305.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,400,000.00**

Other basis for payment: Payable as invoiced.

II. JUSTIFICATION

7. What conditions require that this work be done?

Startup and entrepreneurial communities have experienced a severe talent shortage jeopardizing the growth of early-stage companies. This internship program will spring a support structure for placement of Nevada students from UNR with high growth areas in Northern Nevada, leveraging growth and retention of the Northern Nevada technology and the start-up sector.

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

This work requires specialized skills and abilities the agency does not possess. By partnering with Nevada universities, this will connect students to quality technical internships with employers that meet the industry criteria.

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?

N/A

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

Karsten Heise, Sr. Program Manager Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mlynn	09/30/2022 15:50:21 PM
Division Approval	mlynn	09/30/2022 15:50:23 PM
Department Approval	mlynn	09/30/2022 15:50:25 PM
Contract Manager Approval	mlynn	10/03/2022 10:04:14 AM
Budget Analyst Approval	hfield	10/17/2022 13:07:49 PM
BOE Agenda Approval	hfield	10/17/2022 13:07:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26868**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2612-35**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Outlook University Independent School Network Equity Center

Contractor Name: **Outlook University Independent School Network Equity Center**Address: **709 Ratliff Ferry Rd.**City/State/Zip: **Canton, MS 39046**

Contact/Phone: Willie D. Killins Jr., PHD 702-985-1306

Vendor No.:

NV Business ID: NV20201757272

To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 12/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/30/2023**Contract term: **1 year and 29 days**4. Type of contract: **Contract**Contract description: **TSI/ASTI School Supp**

5. Purpose of contract:

This is a new contract to provide support and resources to schools deemed in need of improvement in complying with the state's School Performance Plan.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$190,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Every Student Succeeds Act (ESSA) Section 1111(d), requires that states provide school planning supports to those schools most in need of improvement. The Nevada Revised Statute 385A.650 requires the preparation and the annual review of school plans. To ensure continued progress to improve student academic achievement and to meet the US Dept. of Ed's August 2021 recommendations, the NDE requires the expertise of an entity versed in knowing the historical challenges experienced by underperforming schools in Nevada. As a former principal with deep roots in school improvement efforts, OUISN owner Dr. Willie Killins has the unique expertise that is needed to support TSI/ATSI schools. He has demonstrated the use of a strong conceptual model for school turnaround practice and exemplifies change and transformation through improvement gained in leading an historically failing high school. In addition, Dr. Killins offers a network of experts tied to Historically Black Colleges and Universities focused on improving the conditions for students of color; an area of particular need in subpopulation accountability data of students in Nevada's TSI/ATSI schools.

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 time or expertise to complete these tasks.

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 #: 220904

Approval Date: 08/30/2022

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

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components?

No

b. Is the contract part of an IT investment project over \$50,000?

No

III. OTHER INFORMATION

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

No

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

Not Applicable

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

No

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

No

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

No

If "Yes", please explain

Not Applicable

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

No

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

Not Applicable

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

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

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

Non-profit Corporation

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

Yes

17. Not Applicable

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

carnol1

10/12/2022 08:32:54 AM

Division Approval

carnol1

10/12/2022 08:32:57 AM

Department Approval

carnol1

10/12/2022 08:32:59 AM

Contract Manager Approval

strongc7

10/17/2022 11:59:27 AM

Budget Analyst Approval

dlenzner

10/17/2022 16:19:52 PM

BOE Agenda Approval

dlenzner

10/17/2022 16:19:54 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#:

#22090402

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	STATE AGENCY NAME REQUIRED: Nevada Department of Education (NDE)		
	Contact Name and Title	Phone Number	Email Address
	Gabby Lamarre, Director Office of Student and School Supports, Federal Liaison	702-668-4309	glamarre@doe.nv.gov

1b	Vendor Information:	
	Vendor Name:	Outlook University Independent School Network (OUISN) Equity Center
	Contact Name:	Willie D. Killins Jr., Ph.D.
	Complete Address: City, State, and Zip Code	709 Ratliff Ferry Road / Canton, MS 39046
	Telephone Number:	(702) 985-1306
	Email Address:	Drwill@ouisn.org

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract? Check One:	Yes:	X	No:
	If 'No' Enter Amendment Number:	#		
	Enter CETS Number:	#		

1e	Term:			
	One (1) Time Purchase? Check One:	Yes:	X	No:
	Contract:	Start Date:	Upon BOE approval	End Date: 12/30/2023

1f	Funding:	
	State Appropriated:	
	Federal Funds:	X

Rec'd 08/29/22 // auto ✓

Grant Funds:	
Other (Explain):	

<i>Purchasing Use Only:</i>
Approval #: #220904CS

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$ 190,000.00

	Provide a description of work/services to be performed or services with goods to be purchased:
2	<p>The work and services performed will be focused on meeting the requirements of the U.S. Department of Education's August 2021 Monitoring Report which details the need to provide technical assistance and support for Targeted Support and Improvement (TSI) and Additional Targeted Support and Improvement (ATSI) schools.</p> <ul style="list-style-type: none"> • Development of a "Contextual Equity Measurements Report" specific to analysis of the NDE CSI School Improvement Team CIP Redesign Interviews." • Planning and Development of an "Academy" concept for rural TSI districts and schools. Six schools are proposed for this investigation; however, programming can be accommodating to more districts or schools willing to commit. • Facilitation of a Summer Academy for selected schools. • Facilitation of a continuous Academy (Fall/Spring) for identified or selected schools. • Facilitation of a TSI Planning Team School Improvement Retreats (x's 4 half days). • Provide resources for school improvement seminars and courses based on the work done within the Academy, extending the scope of the CIP Redesign Interviews and Academy sessions. • Participatory Action Research – TSI Status Schools Continuous Improvement using the School Performance Plan as a "Living Document" and lever for increased student proficiency performance. • The leveraging of expert national and international practitioners.

	What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?
3	<p>The Every Student Succeeds Act (ESSA) Section 1111(d) requires that states provide school planning supports to those schools most in need of improvement. The Nevada Revised Statute 385A.650 requires the preparation and the annual review of school plans. To ensure continued progress to improve student academic achievement and to meet the USDE's recommendations,</p> <ul style="list-style-type: none"> • Expertise of an entity versed in knowing the historical challenges experienced by underperforming schools in Nevada. • Demonstrated use of a strong conceptual model for school turnaround practice and exemplifies "change and transformation" through improvement gained in prior leadership association. • Demonstrated ability to provide the distinct supports necessary, particularly in the area the of equity driven decision-making considerations for disenfranchised populations of students in TSI/ATSI schools. • Vetted to meet the criteria as an ESSA evidence level provider. • Established atheoretical platform for authenticated support. <p>The Founder and Facilitator of OUISN, Dr. Will Killins is uniquely qualified to deliver to TSI/ASTI designated schools the require supports around the state's School Performance Plan (SPP) using the newly redesigned Continuous Improvement Process (CIP) beta. Dr. Killins served as a former school improvement Education Programs Professional at the Nevada Department of Education within the Office of Student and School</p>

Supports where he oversaw supports for TSI/ATSI schools and has been supporting the team in this work for the past nine months. This contract with OUISN will provide NDE with additional resources needed for this work. Dr. Killins has the specific Nevada context and knowledge about Nevada TSI/ATSI schools that no one else or any other vendor would have.

Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

4

Based on discussions with subject matter experts/district and school level leaders in Nevada through a transformational video collection <https://bit.ly/NDE-SPP-Roadmap-Videos>, feedback indicates the need to continue to work with an entity that is established and experienced in the unique challenges experienced by TSI and ATSI designated schools. While basic services can possibly be met by other vendors it is clear that they would not be able to meet all the requirements as set for these services.

5

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.

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

The proposed scope and sequence of services for the NDE that offer real-time data points for internal State Education Agency (SEA) and Local Education Agency (LEA) programming, providing SEA-to-LEA collaboration opportunities toward continuous school improvement, equity services, and "School Improvement Plan" coaching for TSI and ATSI school environments require a system not available from other vendors as OUSIN has a proprietary system tailored to addressing the challenges of schools in Nevada.

Purchasing Use Only:	
Approval #:	#220904C

6	Has the agency purchased these services/services with goods in the past? Check One:				Yes	No
	<p><i>NOTE: To avoid delays or your request being rejected, if your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.</u></i></p>					X
	a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship with this vendor, or any other vendor</u> for these services/services with goods, the following information <u>must be provided along with the CETS contract number(s) associated with each:</u>					
	Term		Value	Short Description	Provide Type of Procurement RFP#, RFQ#, Waiver #	CETS #
	Start Date	End Date				
			\$			
			\$			
		\$				
		\$				
		\$				

7	What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?
	The potential consequence to the State if the waiver request is denied is the inability to provide a timely response to the U.S Department of Education's August 2021 corrective actions in its Monitoring Report. To meet the requirements of the U.S. Department of Education's August 2021 Monitoring Report regarding the need to provide technical assistance and support for Targeted Support and Improvement (TSI) and Additional Targeted Support and Improvement (ATSI) schools, the OUISN Equity Center is best positioned with a clear understanding of the historic challenges facing underperforming schools in Nevada.

8	What efforts were made or conducted to substantiate there is no competition for the services/services with goods and to ensure the price for this purchase is fair and reasonable?
	The examination and discussion of entities who have a history of working on school performance planning with School Improvement Grant schools in Nevada was explored. The closest alignment with services provided by WestEd for Comprehensive Support Improvement (CSI) schools, which also align in scope of services proposal provided by OUISN, was closely scrutinized and found to inadequate by the School Improvement team members at the NDE.

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
	<p><i>NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i></p>		X
	a. If yes, please provide details regarding future obligations or needs.		

Purchasing Use Only:	
Approval #:	#2209040

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. Signatures are required from the agency representatives indicated below. The same individual cannot provide approval signatures in both sections.

Solomone

Signature of Agency Representative Initiating Request

Gabrielle Lamarre, Director : Office of Student and School Supports
Print Name of Agency Representative Initiating Request

Aug 12, 2022
Date

Jonathan P. Moore
Signature of Agency Head Authorizing Request

Jonathan P. Moore, Deputy Superintendent: Office for Student Achievement
Print Name of Agency Head Authorizing Request

8/26/2022
Date

FOR PURCHASING USE ONLY – 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 Cindy Stoeffler at 775-684-0173 or email at cstoeffler@admin.nv.gov.

NOTE: If this box is checked, the agency must include the EITS TIN/CIN approval or approval update as an attachment in CETS.

Approved by:

Kevin D. Ostry
Administrator, Purchasing Division or Designee

8/30/22
Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26782**

Agency Name:	NDE - DEPARTMENT OF EDUCATION	Legal Entity Name:	WestEd
Agency Code:	300	Contractor Name:	WestEd
Appropriation Unit:	2612-32	Address:	4655 Lampson Avenue Suite A
Is budget authority available?:	Yes	City/State/Zip	Los Alamitos, CA 90720
If "No" please explain:	Not Applicable	Contact/Phone:	Heather Mattson 510-967-5107
		Vendor No.:	T81012500
		NV Business ID:	NV20111743662

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

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

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

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **241 days**4. Type of contract: **Interlocal Agreement**Contract description: **Competency Exam -ED**

5. Purpose of contract:

This is a new interlocal agreement to provide consultation and facilitation of a work group to review policies and provide recommendations on the initial licensure process for educators.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$169,500.00**

Other basis for payment: One time payment

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Assembly Bill 225 (2021) requires the Commission to consider including any alternative means of demonstrating competency for persons with a disability or health-related need that the Commission determines are necessary and appropriate when adopting such regulations. The Nevada Department of Education (NDE) is also considering exam options for initial licensure for all educators, as required in NRS 391.021 and in NAC 391.036

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

No state employees have the means or availability to perform this research.

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?

Governmental Entity

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

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	mbro28	10/17/2022 14:18:06 PM
Division Approval	carnol1	10/17/2022 16:07:29 PM
Department Approval	carnol1	10/17/2022 16:07:32 PM
Contract Manager Approval	strongc7	10/17/2022 16:07:52 PM
Budget Analyst Approval	dlenzner	10/17/2022 16:10:30 PM
BOE Agenda Approval	dlenzner	10/17/2022 16:10:33 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26834**

Agency Name:	NDE - DEPARTMENT OF EDUCATION	Legal Entity Name:	Career and Technical Education Consortium of States, Inc.
Agency Code:	300	Contractor Name:	Career and Technical Education Consortium of States, Inc.
Appropriation Unit:	2676-04	Address:	1866 Southern Lane
Is budget authority available?:	Yes	City/State/Zip	Decatur, GA 30033
If "No" please explain:	Not Applicable	Contact/Phone:	Timothy Withee 404-994-6535
		Vendor No.:	T27027121
		NV Business ID:	NV20131384237

To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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

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

Agency Reference #: RFP 30DOE-S2100

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2024**Contract term: **1 year and 242 days**4. Type of contract: **Contract**Contract description: **Skills Assessment**

5. Purpose of contract:

This is a new contract to provide an online Career and Technical Education (CTE) employability and technical skills assessments for students who complete a CTE course sequence.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$566,000.00**

Other basis for payment: Contractor will bill annually in May after actual number of students have been tested.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada must implement end-of-program assessments to bring Nevada students into compliance with Nevada Administrative Code (NAC 389.800). The end-of-program assessments are a requirement for a student to earn the career ready endorsement in order to achieve the College and Career Readiness Diploma. End-of-program assessments are also used to measure skill attainment for the purposes of program improvement

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 and maintain secure third-party online assessment systems.

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):

NOCTI
YouScience, LLC
Career and Technical Education Consortium of States
Worldwide Interactive Network, Inc.(WIN)
ACT, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #30DOE-S2100, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/16/2022 Anticipated re-bid date: 07/01/2024

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

8/13/13-6/30/22; 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	carnol1	10/12/2022 08:32:33 AM
Division Approval	carnol1	10/12/2022 08:32:36 AM
Department Approval	carnol1	10/12/2022 08:32:39 AM
Contract Manager Approval	strongc7	10/17/2022 12:04:30 PM
Budget Analyst Approval	dlenzner	10/17/2022 16:08:50 PM
BOE Agenda Approval	dlenzner	10/17/2022 16:08:52 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26819**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2710-20**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MIDAS EDUCATION, LLC**Contractor Name: **MIDAS EDUCATION, LLC**Address: **538 CENTRAL WAY, APT B209**City/State/Zip: **KIRKLAND, WA 98033-5689**Contact/Phone: **Megan Harney 414/687-7205**Vendor No.: **T32009480**NV Business ID: **NV20191666116**To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/08/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **Yes**

If "Yes", please explain

3. Termination Date: **11/07/2024**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Micro-Credentialing**

5. Purpose of contract:

This is a new contract to provide ongoing micro-credentialing and professional development services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,050,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

NDE staff responds to thousands of emails and phone calls annually regarding PD and reciprocal licensure; providing specific technical resources and guidance pulled from multiple sources. Current processes are untenable due to the significantly man-power intensive and highly inefficient nature of the work required. This challenge will continue to grow as more educators are licensed in Nevada. Currently, educators do not have access to high-quality professional development in addressing learning loss which may result in less effective educators and learning opportunities that may

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

NDE does not have the staff or resources to create, service and/or host a program with a level of functionality and connectivity, both internally and externally, that is needed to increase opportunities for educator effectiveness and success in the classroom through PD and microcredentialing.

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 #: 220810

Approval Date: 08/30/2022

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

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? Yes

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mbro28	10/05/2022 11:28:10 AM
Division Approval	carnol1	10/05/2022 12:22:21 PM
Department Approval	carnol1	10/05/2022 12:22:24 PM
Contract Manager Approval	mbro28	10/05/2022 12:23:00 PM
EITS Approval	ljea	10/05/2022 14:28:49 PM
Budget Analyst Approval	dlenzner	10/17/2022 15:37:50 PM
BOE Agenda Approval	dlenzner	10/17/2022 15:37:52 PM
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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Jeff Briske, Director, NDE
Matthew Brown, Budget Analyst 3, NDE
Glenn Meyer, IT Manager I, NDE

CC: Tim Galluzi, Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, TIN Administrator, EITS, DOA

SUBJECT: TIN Completion Memo – NDE – TIN 521 – *Educator PD Micro Credentialing* – BA 2710

DATE: June 6, 2022

We have completed our review for the Nevada Department of Education's (NDE) – *Educator PD Micro Credentialing* – TIN 521.

The submitted TIN, for an estimated value of \$550,000 in the FY22/FY23 biennium and \$500,000 in the FY24/FY25 biennium (100% Federal Grant), is to implement a professional development management system.

The proposed investment will include the following minimum functionality:

- Manage the creation, dissemination, registration, and tracking of professional development activities for all local educational agencies (LEA) in a single searchable library of learning resources and online registration.
- Support customized multi-level course creation approval process and state-led training programs including pre-registration and general processes.
- Include sophisticated credit-typing tools to support multiple credit types and reporting needs based on the State's requirements for educator licensing and certification.

- Comprehensive user transcript which is viewable and reportable by educators, LEAs, and state educational agency (SEA) administrators with SEA and LEA access to data and reports.
- All professional development activities managed by the system, including third-party content, can be aligned to the State's Effective Teaching Standards.
- Allows for integrations with third party content providers.
- Provides linkages between rubrics/competencies and Professional Development Activities Management and allows administrators to set up, add, and manage professional development activities in online catalogs.
- All learning activities and resources can be aligned to competency models so that users may find resources specifically aligned to their development needs.
- Allows administrators to set up virtual professional learning communities (PLCs) and provides standard professional development opportunity reporting.

Upon final selection of a vendor and finalization of a contract this TIN must be revised to reflect changes in scope and cost.

The agency considers the investment and final implementation to have an ongoing moderate security risk because the solution will transport, store, and/or process personal identification information and be accessed from the internet.

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

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

A copy of this memo has 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

Purchasing Use Only:	
Approval#:	220810 @

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	<u>ENTER STATE AGENCY NAME HERE:</u>		Department of Education
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Jeff Briske, Educator Licensure Director		702-668-4328
	Glenn Meyer, ITM1		775-687-9726
			jbriske@doe.nv.gov
			gmeyer@doe.nv.gov

1b	Vendor Information:	
	Vendor Name:	MIDAS Education LLC
	Contact Name:	Megan Harney
	<u>Complete Address:</u> City, State, and Zip Code	538 Central Way, Apt B209, Kirkland, WA 98033
	Telephone Number:	414-687-7205
	Email Address:	mharney@midaseducation.com

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	Contract Information:				
	Is this a new Contract? Check One:	Yes:	X	No:	
	<u>If 'No' Enter Amendment Number:</u>	#			
	<u>Enter CETS Number:</u>	#			

1e	Term:				
	One (1) Time Purchase? Check One:	Yes:	X	No:	
	Contract:	Start Date:	11/8/2022	End Date:	11/7/2024

1f	Funding:	
	State Appropriated:	
	Federal Funds:	American Rescue Plan, State set-aside Elementary and Secondary School Emergency Relief Funds, BA2710/20 (project approved by IFC)
	Grant Funds:	

Rec'd 08/23/22

Other (Explain):	
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Purchasing Use Only:	
Approval #:	220610 @

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$1,050,000

	Provide a description of work/services to be performed or commodity/good to be purchased:
	<p>Professional Development/Microcredentialing System Platform for educators to search and complete learning activities for professional growth and licensure renewal. This system shall include the components on the Technology Investment Notification Summary and:</p> <ol style="list-style-type: none"> 1. The provider must include—for NDE's use at no additional cost—at least 250 microcredentials authored and vetted by other State Education Agencies (SEAs) in a broad range of professional teaching topics that can be customized to Nevada's needs. At least 30 of these must include Computer Science Teacher Association-aligned resources. 2. The provider must be able to facilitate in-platform collaboration between NDE and subject-matter experts from at least two other SEAs that offer statewide microcredentials for professional learning and a proven ability to handle large volumes of at least 900,000 professional development events in a single implementation. The cross-SEA participation is critical because microcredentials, like degrees, are most valuable when they are transferable to other locations and roles. 3. The provider must offer a platform that includes microcredentials, professional development management, and robust data analytics fully integrated in the same platform.

2	<ul style="list-style-type: none"> ○ The microcredential platform should include support for creating, earning, and reviewing microcredentials and should support evidence-based demonstration of competency and evaluation using robust rubrics. The platform should also include; a collaborative creation studio for teams of educators to create microcredential opportunities that comply with rigorous minimum requirements; provide a mechanism for multi-level approval to offer credit that can be applied toward career ladder advancement and/or licensure renewal requirements; a searchable catalog; a prepayment system to provide educators grants for fees; intuitive learner space that enforces submission requirements; reviewer queue that routes submissions to the proper reviewer; flexible rubric set up; and allow multiple types of evidence upload. ○ The professional development platform should include the ability for instructors/providers to create course offerings and apply for approval for those offerings. It should allow: end user educators to search, register, pay, and obtain credit for offerings and print a transcript, allow an unlimited number of entities to publish professional development opportunities into the catalog, provide a mechanism for multi-level approval to offer credit for professional development opportunities that can be applied toward career ladder advancement and/or licensure renewal requirements, searchable by credit type and tag, provide a course evaluation survey tool, and be able to restrict registration based on district, school, position, and supervisor approval.
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	<ul style="list-style-type: none"> ○ Data analytics capability must include comprehensive analytics in the form of interactive dashboards that allow both SEA and LEA administrators to view information about course offerings and microcredentials (number taken, time spent, number of evidence submissions, number and type of interactions with reviewers, status of each learner's progress, etc.) that can be segmented by a variety of educator characteristics (school, position, years' experience, gender, race, subject area/grade level taught, etc.).
--	---

	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
3	<i>This provider has already established this platform and system in Wyoming and Utah. Nevada wishes to join these SEAs to be able to share educator professional learning and opportunities across States.</i>

	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
4	<i>There are no other companies that already have an established system with at least 250 microcredentials authored by SEAs in a broad range of professional learning topics and can facilitate in-platform collaboration between NDE and subject-matter experts from at least two other SEAs that offer microcredentials statewide for professional learning. There is not another provider that offers a platform that includes microcredentials, professional development management, and robust data analytics fully integrated in the same platform. If we are not able to partner with this provider, NDE will likely have to enter into multiple contracts at a higher cost and ensure cross-vendor capability of the products rather than having our needs met by an all-in-one system.</i>

	Were alternative services or commodities evaluated?	Check One:	
		Yes	No
		X	
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.		
5	<p><i>There are hundreds of Learning Management System (LMS) companies.</i></p> <ul style="list-style-type: none"> ● <i>Not educator focused</i> <ul style="list-style-type: none"> ○ <i>A small fraction of these are focused on managing professional learning opportunities for teachers. Most of them are focused on student learning opportunities.</i> ● <i>Do not provide a searchable catalog</i> <ul style="list-style-type: none"> ○ <i>Of these, many do not offer a searchable catalog but rather facilitate professional development delivery with significant demands for staff to manage enrolling individuals in courses as opposed to supporting self-registration.</i> ● <i>Do not integrate with a microcredential system</i> <ul style="list-style-type: none"> ○ <i>Most LMS do not also provide microcredentials, meaning that selecting any one of these systems would require the use of another separate microcredential system and all the difficulties associated with integrating two separate systems</i> 		

- Professional development and Microcredentials will not appear in the same catalog / one-stop-shop
- Earned professional development credits and Microcredentials will not appear on a single, unified transcript for educators to use throughout their career in Nevada and to transfer elsewhere if necessary
- **Examples of professional development (PD)-only LMS platforms that are educator-focused include:**
 - Alludo
 - Pre-authored content / missions only; doesn't provide a catalog
 - <https://www.alludolearning.com/>
 - Canvas Catalog
 - Hosts only Canvas courses, meaning PD providers across the state cannot add offerings to the catalog without first building Canvas courseware
 - <https://www.instructure.com/k12/products/canvas/canvas-catalog>
 - PowerSchool Unified Talent
 - <https://www.powerschool.com/solutions/unified-talent/>
 - This is a human resources system that requires housing recruiting, hiring, compensation, benefits, and evaluation materials, which are a district – rather than State – area of control in Nevada. Clients who want only PD do not get a PD-focused solution but are paying for these other functions they may not use (and that Nevada does not need).
 - Offers badging but not microcredentials
 - Modern Teacher
 - Primarily courseware development
 - <https://www.modernteacher.com/aligned-professional-learning>
- **Companies that used to provide these services have been acquired and no longer provide a PD platform**
 - Edgenuity (now Imagine Learning; sunset their PD offering in favor of student courseware)
 - True North Logic by Performance Matters (out of business)
 - My Learning Plan (OASYS) (acquired by Frontline Education, see below)

There are a handful of companies that focus solely on microcredentials.

- **These platforms do not integrate with a PD Management system**
 - Most microcredential systems do not also provide PD management, meaning that selecting any one of these systems would require the use of another separate PD management system and all the difficulties associated with integrating two separate systems
- **These include:**
 - Digital Promise

- *Non-profit entity focused on compatibility and portability of educational technology platforms; they also offer some microcredentials (455 total, but each organization recognizes only a few proprietary to their organization).*
- <https://microcredentials.digitalpromise.org/explore>
- *Credly (now PowerSchool)*
 - *Unclear how the offering will be impacted by the recent acquisition*
 - *Primarily “badges” without significant evidence requirements or currency, i.e. credit*
 - *More of a marketing tool than a learning tool*
 - <https://info.credly.com/acclaim>
- *Badgr*
 - *Primarily “badges” without significant evidence requirements or currency, i.e. credit*
- *BloomBoard*
 - *Primarily focused on degree pathways, i.e., master’s programs accredited through universities as opposed to short-form professional learning*
 - *Expensive*
 - *Cannot make your own microcredentials because you must use theirs*
 - <https://bloomboard.com/>

There are a few companies that offer both microcredentials and PD management, but these do not offer robust data analytics to understand the impact of these offerings.

● *These include:*

- *Frontline Education*
 - *Primarily human resources and compliance focused but does provide both PD and Microcredentials*
 - *No approval queues for PD or microcredentials*
 - *Does not have hundreds of SEA-developed and vetted microcredentials already included*
 - <https://www.frontlineeducation.com/solutions/professional-growth/>
- *Canvas Catalog w/ Badgr integration*
 - <https://www.instructure.com/k12/products/canvas/canvas-catalog>
 - *Canvas Catalog hosts only Canvas courses, meaning PD providers across the state cannot add offerings to the catalog without first building Canvas courseware*
 - *Primarily “badges” without significant evidence requirements or currency, i.e. credit*

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

Purchasing Use Only:	
Approval #:	220810 @

6	Has the agency purchased this service or commodity in the past? Check One:			Yes	No
	NOTE: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST</u> .				X
	a. If yes, starting with the most recent contract and working backward, for the <u>entire</u> relationship with this vendor, or any other vendor for this service or commodity, the following information <u>must</u> be provided:				
	Term		Value	Short Description	Type of Procurement ENTER RFP#, RFQ#, Waiver #
	Start Date	End Date			
			\$		
			\$		
			\$		
		\$			

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	Potential consequences to the State would be a less than robust system(s), as described above, that is cobbled together and deemed complicated, cumbersome, and of little use for both the educator and the State. In addition, the Nevada Department of Education will continue to expend staff time registering individual PD offerings and tracking them on our website; educators will not have a central place to search for and participate in PD offerings; and NDE will not be able to build an infrastructure for microcredentialing in the State, preventing the professional growth and advancement of our teacher workforce.

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?
	MIDAS provides an integrated system that has three pieces: Professional Development Management, Microcredential Ecosystem, and Data Analytics.
	The following statement assumes a Nevada educator population of approximately 30,000. MIDAS's solution comes to approximately \$16 per educator per year for all three solutions and provides a pathway to make the system self-sustaining by NDE accruing a percentage of each transaction. Additionally, this platform allows Nevada educators to access professional development and microcredentials from Utah and Wyoming at no additional cost.

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
---	---	-----	----

#220810④

<u>Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	X
a. <i>If yes, please provide details regarding future obligations or needs.</i>	
<i>Annual maintenance/licensure fees will apply as long as we continue to receive funding. We anticipate this platform to be self-sustaining and funded by the users of the platform as well as vendor fees charged in order to add their activities to the course catalog (which is like businesses paying job search platforms to host their job postings).</i>	

Purchasing Use Only:	
Approval #:	

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.

Jeffery J Briske

Digitally signed by Jeffery J Briske
Date: 2022.08.21 20:18:50 -07'00'

Signature of Agency Representative Initiating Request

Jeff Briske

8/21/22

Print Name of Agency Representative Initiating Request

Date

Jessica Todtman

Digitally signed by Jessica Todtman
Date: 2022.08.22 13:37:57 -07'00'

Signature of Agency Head Authorizing Request

Jessica Todtman

8/22/22

Print Name of Agency Head Authorizing Request

Date

FOR PURCHASING USE ONLY – 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

220810 @

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	<u>8/30/22</u> Date
--	------------------------

#220810 @

Steve Sisolak
Governor



Laura E. Freed
Director

Matthew Tuma
Deputy Director

Timothy Galluzi
Administrator

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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Jeff Briske, Director, NDE
Matthew Brown, Accounting Assistant 3, NDE
Glenn Meyer, IT Manager I, NDE

CC: Tim Galluzi, Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, TIN Administrator, EITS, DOA

SUBJECT: TIN Completion Memo – NDE – TIN 521 – *Educator PD Micro Credentialing* – BA 2710

DATE: June 6, 2022

We have completed our review for the Nevada Department of Education's (NDE) – *Educator PD Micro Credentialing* – TIN 521.

The submitted TIN, for an estimated value of \$550,000 in the FY22/FY23 biennium and \$500,000 in the FY24/FY25 biennium (100% Federal Grant), is to implement a professional development management system.

The proposed investment will include the following minimum functionality:

- Manage the creation, dissemination, registration, and tracking of professional development activities for all local educational agencies (LEA) in a single searchable library of learning resources and online registration.
- Support customized multi-level course creation approval process and state-led training programs including pre-registration and general processes.
- Include sophisticated credit-typing tools to support multiple credit types and reporting needs based on the State's requirements for educator licensing and certification.

- Comprehensive user transcript which is viewable and reportable by educators, LEAs, and state educational agency (SEA) administrators with SEA and LEA access to data and reports.
- All professional development activities managed by the system, including third-party content, can be aligned to the State's Effective Teaching Standards.
- Allows for integrations with third party content providers.
- Provides linkages between rubrics/competencies and Professional Development Activities Management and allows administrators to set up, add, and manage professional development activities in online catalogs.
- All learning activities and resources can be aligned to competency models so that users may find resources specifically aligned to their development needs.
- Allows administrators to set up virtual professional learning communities (PLCs) and provides standard professional development opportunity reporting.

Upon final selection of a vendor and finalization of a contract this TIN must be revised to reflect changes in scope and cost.

The agency considers the investment and final implementation to have an ongoing moderate security risk because the solution will transport, store, and/or process personal identification information and be accessed from the internet.

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

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

A copy of this memo has 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 CONTRACT1. Contract Number: **26842**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2712-65**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Board of Regents, NSHE on Behalf of UNLV - NAN

Contractor Name: **Board of Regents, NSHE on Behalf of UNLV - NAN**Address: **4700 S. Maryland Pkwy. #335**City/State/Zip: **Las Vegas, NV 89119**

Contact/Phone: Llori.ciccone@unlv.edu 702-8951040

Vendor No.: D35000813

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2024**Contract term: **1 year and 242 days**4. Type of contract: **Interlocal Agreement**Contract description: **Professional Develop**

5. Purpose of contract:

This is a new interlocal agreement to provide professional development, technical assistance, event coordination, and organizational support for before and after school learning opportunities for students.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$182,028.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

4202(c)(3)(B) of ESSA requires the state to provide capacity, training and technical assistance under this part.

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 resources to develop , provide training , or the technical expertise to perform these tasks.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

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

Governmental Entity - Interlocal

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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

10%

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	mbro28	10/05/2022 11:52:57 AM
Division Approval	carnol1	10/05/2022 12:22:06 PM
Department Approval	carnol1	10/05/2022 12:22:08 PM
Contract Manager Approval	mbro28	10/05/2022 12:23:07 PM
Budget Analyst Approval	dlenzner	10/16/2022 15:19:19 PM
BOE Agenda Approval	dlenzner	10/16/2022 15:19:21 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 CONTRACT1. Contract Number: **26844**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2715-17**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Special Education Law Associates, LLC

Contractor Name: **Special Education Law Associates, LLC**Address: **34522 N. Scottsdale Road Suite 120-232**City/State/Zip: **Scottsdale, AZ 85266**

Contact/Phone: Gail ImObersteg 480-471-1151

Vendor No.: T29041593

NV Business ID: NV20181925280

To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2023**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2024**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Dispute Resolution**

5. Purpose of contract:

This is a new contract to provide assistance with the implementation and facilitation of the special education alternative dispute resolution systems.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: \$175.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

What conditions require that the work be done? Federal and State law require that the State of Nevada to have a Special Education Alternative dispute resolution system in accordance with required procedures.

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

The scope of work and the qualifications require specialized expertise and a non-employee status that cannot be met within the agency or other State agency.

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

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

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

exempt per NAC333.150

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	mbro28	10/05/2022 12:01:07 PM
Division Approval	carnol1	10/05/2022 12:21:46 PM
Department Approval	carnol1	10/05/2022 12:21:49 PM
Contract Manager Approval	mbro28	10/05/2022 12:23:21 PM
Budget Analyst Approval	dlenzner	10/16/2022 14:43:04 PM
BOE Agenda Approval	dlenzner	10/16/2022 14:43:07 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26659**Agency Name: **ADMIN - NV ST LIBRARY,
ARCHIVES AND PUBLIC RECORDS**Agency Code: **332**Appropriation Unit: **2891-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **KEYSTONE SYSTEMS, INC.**Contractor Name: **KEYSTONE SYSTEMS, INC.**Address: **8016 GLENWOOD, AVE. STE. 200**City/State/Zip: **RALEIGH, NC 27612-1950**Contact/Phone: **James Burts 800/279711**Vendor No.: **PUR0004149**NV Business ID: **pending**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **Yes**

If "Yes", please explain

This contract is for services already in place and being used by the program. The request for this contract is past the start date as I was unaware of the new requirements. Future contract requests will be submitted in a timely manner.

3. Termination Date: **06/30/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Maintenance**

5. Purpose of contract:

This is a new contract to provide ongoing operation, support, and maintenance services for the system that provides Talking Books to visually impaired citizens.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$127,265.60**

Payment for services will be made at the rate of \$31,816.10 per annually

II. JUSTIFICATION

7. What conditions require that this work be done?

This is the system in place for the Talking Books Services that provides operational, support, and maintenance of all facets of this program; patron data, machine lending, and inventory, catalog of materials to lend, loading and updating of catalog records, and online catalog.

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

There is no comparable integrated library system to perform all of these functions. This is not just software. Additionally, KLAS integrates with the National Library Service regarding patron information, machines, and electronic audio recordings of titles.

9. Were quotes or proposals solicited?

No

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

Yes

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

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: null

Approval Date: 06/22/2022

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

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

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? 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:

Hope Williams, Librarian IV Ph: 775-684-3381

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jvictor	09/28/2022 11:28:40 AM
Division Approval	jkidd	10/06/2022 16:22:20 PM
Department Approval	ssands	10/06/2022 16:23:37 PM
Contract Manager Approval	ssands	10/06/2022 16:23:42 PM
EITS Approval	ljeon	10/10/2022 11:59:14 AM
Budget Analyst Approval	hfield	10/13/2022 14:51:30 PM
BOE Agenda Approval	hfield	10/17/2022 11:51:23 AM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Purchasing Use Only:

Approval#: 220703 @

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	STATE AGENCY NAME REQUIRED: <i>State Library, Archives and Public Records</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Hope Williams</i> <i>Librarian, Talking Book Services</i>	<i>775-684-3381</i>	<i>hwilliams@admin.nv.gov</i>

1b	Vendor Information:	
	Vendor Name:	<i>Keystone Systems, Inc (KLAS)</i>
	Contact Name:	<i>James Burts</i>
	Complete Address: City, State, and Zip Code	<i>8016 Glenwood Ave, Ste 200, Raleigh, NC 27612</i>
	Telephone Number:	<i>800-222-9711; 919-782-1143</i>
	Email Address:	<i>Ks7@klas.com; tracey@klas.com</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<i>X</i>
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract? Check One:	Yes:	<i>X</i>	No:
	If 'No' Enter Amendment Number:	#		
	Enter CETS Number:	#		

1e	Term:			
	One (1) Time Purchase? Check One:	Yes:		No: <i>X</i>
	Contract: 2 yrs. w/option to renew for 2 yrs.	Start Date:	<i>7/1/2022</i>	End Date: <i>6/30/26</i>

1f	Funding:	
	State Appropriated:	
	Federal Funds:	<i>X</i>

Grant Funds:	
Other (Explain):	

Purchasing Use Only:	
Approval #:	220703 @

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	Total not to exceed \$133,106.30

2	<p>Provide a description of work/services to be performed or services with goods to be purchased:</p> <p><i>Nevada Talking Book Services (NTBS) is a program of the Nevada State Library. It makes available audio books produced and provided by the National Library Service (NLS) of the Library of Congress to visually and physically handicapped Nevada citizens. Each state provides this program to their citizens. This contract will provide operation, support, and maintenance for the current integrated library system which is specifically designed to meet the needs of our program. This includes the software including maintenance, support and upgrades; forms and barcode software; database hosting service (data backup and storage of data); cataloging services (loading of title records, data files from NLS, subject and series coding of titles); and address validation service of patron addresses.</i></p>
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3	<p>What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?</p> <p><i>Keystone Library Automation System (KLAS), DBA Keystone Systems Inc., manages the circulation of our audio books to registered patrons by interfacing with the NLS Gutenberg system and magazine inventory control of patron subscriptions by interfacing with the NLS third party vendor who distributes these magazines. It also tracks patrons' requests and reserves; coordinates staff-assisted book selection based on patron likes and dislikes; provides options for automatic book selection; maintains machine inventory control and assignment of players; allows queries for retrieving specific data; permits custom design of system parameters, code fields, and menu options; offers unlimited free form notes; and maintains an accessible online catalog for use with screen readers and screen enlargers in compliance with Section 508 (29 U.S.C. 749d). KLAS is also able to customize some facets of patron and equipment modules unique to our needs. KLAS offers over 85 stock reports and provides staff with the option for defined queries and user-defined custom reports.</i></p>
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4	<p>Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p><i>There is no other comparable ILS designed for the specialized needs of an audio book library. KLAS is a proprietary system, and it is the only vendor able to provide services that will configure and maintain the system to Nevada's needs.</i></p>
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5	Were alternative services or commodities evaluated?	Check One:	
		Yes	No
			X
a. <i>If yes, what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.</i>			

#220703②

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

There is no other comparable ILS designed for the specialized needs of an audio book library. KLAS is a proprietary system, and it is the only vendor able to provide services that will configure and maintain the system to Nevada's needs.

Purchasing Use Only:

Approval #:

220703@

6	Has the agency purchased these services/services with goods in the past? Check One:				Yes	No
	<p>NOTE: To avoid delays or your request being rejected, if your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS</u> MUST ACCOMPANY THIS REQUEST.</p>				X	
	<p>a. <u>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for these services/services with goods, the following information must be provided along with the CETS contract number(s) associated with each:</u></p>					
	Term		Value	Short Description	Provide Type of Procurement RFP#, RFQ#, Waiver #	CETS #
	Start Date	End Date				
7/1/2016	6/30/22	\$26,645.52 FY17 \$27,444.84 FY18 \$28,269.19 FY19 \$29,116.24 FY20 \$29,898.73 FY21 \$30,889.42 FY22	KLAS software and support	FY17: PO# 97817 FY18: PO# 150984 FY19: Invoice # 16872 FY20: Invoice # 17249 FY21: Invoice #17618 FY22: Invoice # 17974	none	
7/1/2012	6/30/2016	\$103,447.92	KLAS software and support	Waiver # unavailable	13423	
2/12/2008	6/30/2012	\$133,316.00	KLAS software and support		CONV: 4986 Contract: 57968	

7	What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?
	<p><i>Without access to KLAS, we would not be able to offer our patrons a dedicated online catalog allowing patrons to search for titles and submit requests in one place. Also, the level and quality of service to our patrons would decrease, and our patrons would also experience delays in our operations of loaning books and machines as we transition. We would not have the staff support and training available from KLAS.</i></p>

8	What efforts were made or conducted to substantiate there is no competition for the services/services with goods and to ensure the price for this purchase is fair and reasonable?
---	--

2207030

The number of states who use the KLAS ILS indicates the majority of states use this proprietary software. I spoke with the librarian from Kentucky who uses Web Reads; she provided the comparison information. I reached out to another librarian and NLS for input on Web Reads, but they have not responded. I have a detailed budget and delivery document from the KLAS vendor to ensure fair pricing.

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
	<u>NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	X	
a. If yes, please provide details regarding future obligations or needs.			
Should agency have funding support, the agency fully intends to use this vendor to provide and support this system.			

Purchasing Use Only:
Approval #: _____

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. Signatures are required from the agency representatives indicated below. The same individual cannot provide approval signatures in both sections.

Hope Williams
Signature of Agency Representative Initiating Request

Hope Williams
Print Name of Agency Representative Initiating Request

6-23-22
Date

Michael Strawn
Signature of Agency Head Authorizing Request

Michael Strawn
Print Name of Agency Head Authorizing Request

6/24/2022
Date

FOR PURCHASING USE ONLY - 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

#220703②

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 Cindy Stoeffler at 775-684-0173 or email at cstoeffler@admin.nv.gov.

NOTE: If this box is checked, the agency must include the EITS TIN/CIN approval or approval update as an attachment in CETS.

X

Approved by:

Kevin D. Doty

Administrator, Purchasing Division or Designee

6/28/22

Date

Steve Sisolak
Governor



Laura E. Freed
Director
Matthew Tuma
Deputy Director
Timothy Galluzi
State CIO/Administrator

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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Mike Strom, Administrator, NSLAPR
Jason Benshoof, Chief IT Manager, AITS/EITS, DOA
Hope Williams, Librarian IV-Talking Book Services, NSLAPR
Jennifer Victor, Budget Analyst II, NSLAPR

CC: Tim Galluzi, State Chief Information Officer/Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, TIN Administrator, EITS, DOA

SUBJECT: TIN Completion Memo – NSLAPR – TIN 580 – *Keystone Systems, Inc.*
(*KLAS*) – BA 2891

DATE: July 19, 2022

We have completed our review for the Nevada State Library Archives and Public Records (NSLAPR) – *Keystone Systems, Inc. (KLAS)* – TIN 580.

The submitted TIN, for an estimated value of \$31,816.00 in the FY22/FY23 biennium and \$66,528.08 in the FY24/FY25 biennium (100% Federal Grant – Library Services Technology Fund), is to renew the existing *KLAS* Maintenance and Support contract.

Keystone Library Automation Systems is a mission critical, one-of-a-kind solution that supports the continued use of Talking Book Services. It has been in use since 2008 and is renewed at the beginning of each fiscal year.

The agency considers the investment and final implementation to have an ongoing low security risk, as it is a cloud-based service with no impact on State servers or infrastructure.

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

integration delays.

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

A copy of this memo has been attached to the TIN.

If I can be of further assistance, please feel free to contact me.

Steve Sisolak
Governor



Laura Freed
Director

Mike Strom
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Nevada State Library, Archives and Public Records
100 N. Stewart St. | Carson City, Nevada 89701
Phone: (775) 684-3313 | TDD: (775) 687-8338 | Fax: (775) 684-3311 | www.nsla.nv.gov

7-20-22

Re: Retroactive start date for Keystone Systems, Inc.

This contract is for services already in place and being used by the program.
The request for this contract is past the start date as I was unaware of the new requirements. Future contract requests will be submitted in a timely manner.

Hope Williams
Talking Book Service
Librarian/Manager

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26829**Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3158-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Glass Ratner Advisory & Capital Group, LLC

Contractor Name: **Glass Ratner Advisory & Capital Group, LLC DBA B. Riley Advisory**Address: **1300 17th Street N. Suite 1300**City/State/Zip: **Arlington, VA 22209**

Contact/Phone: Scott Corzine 917-930-5300

Vendor No.: T29046065

NV Business ID: NV20222538599

To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

X General Funds **25.00 %** Fees 0.00 %**X** Federal Funds **75.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: RFP # 40DHHS-S2086 (RV)

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **3 years and 242 days**4. Type of contract: **Contract**Contract description: **Risk Assessment**

5. Purpose of contract:

This is a new contract to provide ongoing services for a biennial information technology security risk assessment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$295,100.00**

Other basis for payment: FY23: \$143,950; FY25: \$151,150

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal regulations require this work to be done.

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

Regulations require that an unaffiliated third party perform the assessment in order to provide an unbiased assessment of risks and vulnerabilities.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):

JANUS Software
Glass Ratner Advisory & Capital Grp LLC dba B.Riley Advisory Grp
Securance LLC
AT&T
Bulletproof Solutions
InfoSight, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 40DHHS-S2086 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/14/2022 Anticipated re-bid date: 01/01/2026

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

No b. If "No", please explain:

DBA

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Jared Davies, IT Professional 3 Ph: null

Nate Topchi, IT Manager 1 Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroma2	10/03/2022 14:51:04 PM
Division Approval	ltuttl1	10/03/2022 15:46:48 PM
Department Approval	pburrel1	10/03/2022 15:57:42 PM
Contract Manager Approval	ltuttl1	10/03/2022 16:01:16 PM

Budget Analyst Approval
BOE Agenda Approval
BOE Final Approval

laaron
laaron
Pending

10/11/2022 19:24:04 PM
10/11/2022 19:24:06 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: **22237** Amendment Number: **4**

Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Mercer Health & Benefits, LLC**

Agency Code: **403** Contractor Name: **Mercer Health & Benefits, LLC**

Appropriation Unit: **3158-04** Address: **2325 E. Camelback Rd. Suite 600**

Is budget authority available?: **No** City/State/Zip: **Phoenix, AZ 85016**

If "No" please explain: **WP23FRF31584 - 3158/18/7063 Hospital Tax (Pending October 2022 IFC Approval)** Contact/Phone: **Frederick Gibison 602-522-6526**

Vendor No.: **T32007146**

NV Business ID: **NV20041250294**

To what State Fiscal Year(s) will the contract be charged? **2020-2026**

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

X	General Funds	50.00 %	Fees	0.00 %
X	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #40DHHs-S697**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2020**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2023**Contract term: **6 years and 1 day**4. Type of contract: **Contract**Contract description: **Actuarial Services**

5. Purpose of contract:

This is the fourth amendment to the original contract which provides actuarial services. This amendment extends the termination date from December 31, 2023 to December 31, 2025 and increases the maximum amount from \$5,085,000 to \$10,939,995 due to the continued need for these services and an increase in ad hoc reporting services. This contract is contingent upon IFC approval of work program #WP23FRF31584.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$5,085,000.00	\$5,085,000.00	\$5,085,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#4):	\$5,854,995.00	\$5,854,995.00	\$5,854,995.00	Yes - Action
3. New maximum contract amount:	\$10,939,995.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal mandates for sound actuarial services pursuant to 42 CFR 438.6 for Medicaid payments made to Managed Care Organizations (MCO), Prepaid Inpatient Health Plan(PIHP) or Prepaid Ambulatory Health Plan (PAH)P.

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

State employees lack the skills and expertise for the complexity required to set actuarially sound rates.

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):

Mercer Health & Benefits
Milliman
Optumace

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 40DHHs-S697 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/17/2019 Anticipated re-bid date: 01/01/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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 as of 1/1/20 to current. Satisfactory.

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aroma2	09/30/2022 15:14:16 PM
Division Approval	ltuttl1	09/30/2022 15:24:51 PM
Department Approval	pburrel1	10/03/2022 13:09:29 PM
Contract Manager Approval	ltuttl1	10/18/2022 11:43:13 AM
Budget Analyst Approval	laaron	10/18/2022 13:04:08 PM
BOE Agenda Approval	laaron	10/18/2022 13:04:12 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **20068**Amendment Number: **4**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Legal Entity Name: **FIDELITY INFORMATION SERVICES, LLC**Agency Code: **407**Contractor Name: **FIDELITY INFORMATION SERVICES, LLC**Appropriation Unit: **3228-12**Address: **11000 W. Lake Park Drive**Is budget authority available?: **Yes**City/State/Zip: **Milwaukee, WI 53224**

If "No" please explain: Not Applicable

Contact/Phone: **Tammi Mathews 414/357-9133**Vendor No.: **T27038949A**NV Business ID: **NV19981232693**To what State Fiscal Year(s) will the contract be charged? **2019-2026**

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

X	General Funds	29.00 %	Fees	0.00 %
X	Federal Funds	71.00 %	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 **07/01/2018**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2026**Contract term: **8 years and 1 day**4. Type of contract: **Contract**Contract description: **EBT Services**

5. Purpose of contract:

This is the fourth amendment to the original contract which provides ongoing electronic benefit transfer services to clients of the Supplemental Nutrition Assistance and Temporary Assistance for Needy Families benefits programs. This amendment increases the maximum amount from \$8,880,000 to \$15,175,100 due to the increased need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$8,880,000.00	\$8,880,000.00	\$8,880,000.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$0.00	\$0.00	\$0.00	No
c. Amendment 3:	\$0.00	\$0.00	\$0.00	No
2. Amount of current amendment (#4):	\$6,295,100.00	\$6,295,100.00	\$6,295,100.00	Yes - Action
3. New maximum contract amount:	\$15,175,100.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Supplemental Nutrition Assistance Program requires EBT services to Welfare clients who meet the requirements for assistance.

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 expertise to perform this type of work.

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):

Conduent Financial Information
Solutran Inc.
Fidelity Information Services

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

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

Pursuant to RFP 3292, and in accordance with NRS 333, the selected the vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

- d. Last bid date: 08/16/2017 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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 under contract with DWSS and DPBH and providing 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

Budget Account Approval

User

cbusay

Signature Date

09/13/2022 09:46:06 AM

Division Approval	cbuscay	09/13/2022 09:46:24 AM
Department Approval	rthomps1	10/03/2022 13:42:11 PM
Contract Manager Approval	mpomerle	10/04/2022 09:21:02 AM
Budget Analyst Approval	afrantz	10/11/2022 08:12:46 AM
BOE Agenda Approval	afrantz	10/11/2022 08:12:53 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **25907**

Agency Name:	DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name:	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
Agency Code:	407	Contractor Name:	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
Appropriation Unit:	3230-15	Address:	600 S GRAND CENTRAL PKWY #350
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89106
If "No" please explain:	Not Applicable	Contact/Phone:	DEBRA MARCH 702/676-1500
		Vendor No.:	PUR0002452B
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2022-2026**

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

X	General Funds	3.00 %	Fees	0.00 %
X	Federal Funds	97.00 %	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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2022

Retroactive? **Yes**

If "Yes", please explain

3. Termination Date: **06/30/2026**Contract term: **4 years and 30 days**4. Type of contract: **Interlocal Agreement**Contract description: **TANF/SNAP Transporta**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing bus passes to eligible clients of the Temporary Assistance for Needy Families program, Supplemental Nutrition Assistance Program, and employment and training participants who must participate in work activities as a condition of receiving benefits.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,860,000.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Providing bus passes to TANF eligible recipients assists them in fulfilling required job seeking activities. Some SNAP participants are required to complete job search activities. Transportation is provided to combat this as a potential barrier of job search activities.

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

Regional Transportation Commission is a public agency that provides public transit 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 any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and NRS 277.180(g) authorizes the joint use or operation of a system of public transportation.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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 under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Maria Wartman-Meshberger, Chief, Employment & Support Services Ph: 775-684-0506

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cbuscay	04/08/2022 07:28:39 AM
Division Approval	cbuscay	09/29/2022 14:14:39 PM
Department Approval	rthomps1	10/03/2022 13:39:34 PM
Contract Manager Approval	mpomerle	10/04/2022 09:24:03 AM
Budget Analyst Approval	afrantz	10/11/2022 07:32:58 AM
BOE Agenda Approval	afrantz	10/11/2022 07:33:01 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **24426** Amendment Number: **1**

Agency Name: **DPS-RECORDS, COMMUNICATIONS, AND COMPLIANCE** Legal Entity Name: **Beyond 20/20**

Agency Code: **655** Address: **42-635 Richmond Rd**

Appropriation Unit: **4709-26** City/State/Zip: **Ottawa ON Canada, CA K2A0G6**

Is budget authority available?: **Yes** Contact/Phone: **Del Khalife 888-879-2020**

If "No" please explain: **Not Applicable** Vendor No.: **F00000408**

NV Business ID: **NV20181152497**

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 %
Highway Funds	0.00 %	X Other funding	100.00 % Attorney General Settlement Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/13/2021**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2025**

Termination Date:

Contract term: **3 years and 353 days**4. Type of contract: **Contract**Contract description: **Software Maintenance**

5. Purpose of contract:

This is the first amendment to the original contract which provides maintenance of the Nevada Incident-Based Reporting system. This amendment increases the maximum amount from \$192,000 to \$323,250 due to the addition of a Use of Force reporting module.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$192,000.00	\$192,000.00	\$192,000.00	Yes - Action
2. Amount of current amendment (#1):	\$131,250.00	\$131,250.00	\$131,250.00	Yes - Action
3. New maximum contract amount:	\$323,250.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Incident based crime reporting is a Federal requirement and the proprietary software supports the Department of Public Safety in meeting those mandates.

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

Software is proprietary and State employees do not have the code to provide necessary maintenance.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 220901

Approval Date: 09/02/2022

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

Software is proprietary and State employees do not have the code to provide necessary maintenance.

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

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor has been providing satisfactory service for the Department of Public Safety - Records, Communications and Compliance Division since 2018.

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	jkolenut	09/09/2022 08:01:35 AM
Division Approval	cjackson	09/12/2022 14:34:03 PM
Department Approval	jdekoekk	09/12/2022 15:00:09 PM
Contract Manager Approval	jdekoekk	09/12/2022 15:00:28 PM
EITS Approval	ljean	09/13/2022 09:26:08 AM

Budget Analyst Approval
BOE Agenda Approval

laaron
laaron

10/10/2022 17:00:48 PM
10/10/2022 17:00:51 PM



**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION**

Purchasing Division

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

Purchasing Use Only:	
Approval#:	22090101

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	STATE AGENCY NAME REQUIRED:		<i>Department of Public Safety, Records, Communications and Compliance Division</i>
	Contact Name and Title	Phone Number	Email Address
	<i>Jason Kolenut, Administrative Services Officer</i>	<i>775-684-6203</i>	<i>jkolenut@dps.state.nv.us</i>

1b	Vendor Information:	
	Vendor Name:	<i>Beyond 20/20</i>
	Contact Name:	<i>Del Khalife</i>
	Complete Address: City, State, and Zip Code	<i>42-635 Richmond Road, Ottawa, ON Canada K2A0G6</i>
	Telephone Number:	<i>888-TRY-2020</i>
	Email Address:	<i>del@beyond2020.com</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	

1d	Contract Information:				
	Is this a new Contract? Check One:	Yes:		No:	<input checked="" type="checkbox"/>
	If 'No' Enter Amendment Number:	<i>#1</i>			
	Enter CETS Number:	<i>#24426</i>			

1e	Term:				
	One (1) Time Purchase? Check One:	Yes:		No:	<input checked="" type="checkbox"/>
	Contract:	Start Date:	<i>Upon approval</i>	End Date:	<i>6/30/2025</i>

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	

Revised 09/01/22

	Other (Explain):	<i>Fees collected by the Division</i>

Purchasing Use Only:

Approval #:

2209101 (2)

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	<i>\$131,250</i>

	Provide a description of work/services to be performed or services with goods to be purchased:
2	<p>Senate Bill (SB) 212 from the 2021 Nevada Legislature requires the Department of Public Safety – Records, Communications and Compliance Division (DPS-RCCD) to capture Use-of-Force data collected by Nevada law enforcement agencies and make the data available on our public website. The current solution (SOLUTION), Crime Insight (Beyond 20/20), has been in production collecting statutorily required Uniform Crime Reporting (UCR) data pursuant to NRS 179A.075. SB212 requires the addition of the Use-of-Force module to the existing SOLUTION.</p> <ol style="list-style-type: none"> 1. Add Use-of-Force module to existing platform 2. Capture the number of complaints against peace officers employed by the law enforcement agency relating to the use of force and the number of such complaints that were substantiated; 3. A compilation of statistics relating to incidents involving the use of force that, for each incident, includes, without limitation, all information collected by the National Use-of-Force Data Collection of the Federal Bureau of Investigation.

	What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?
3	<p>Beyond 20/20's software (Crime Insight) includes all data elements from the FBI's National Incident Based Reporting (NIBRS) guidelines as well as state specific requirements. Beyond 20/20's software is proprietary. The U.S. Department of Justice (DOJ) approved the noncompetitive procurement of the Beyond 20/20 system and State Purchasing deferred to the U.S. DOJ statement or procuring the Beyond 20/20 system (emails attached).</p>

	Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:
4	<p>The Beyond 20/20 software is proprietary.</p> <p>DPS entered into a contractual relationship with the vendor in February 2018 as a result of a Sole Source approved by the FBI in conjunction with an approved federal grant for the State of Nevada Central Repository for Nevada Records of Criminal History to transition from submitting crime statistics to the FBI via Summary Reporting System (SRS) to NIBRS, which had an implementation deadline of January 1, 2021. The transition to NIBRS was a federal mandate and is a requirement for the State to remain in compliance with both NRS 179A.075 and the FBI's Uniform Crime Reporting requirements.</p> <p>The system has been installed and implemented and is currently under contract maintenance, which expires June 30, 2025, necessitating the request for a Sole Source approval to make the necessary enhancements to add the Use-of-Force module required by SB212.</p>

220901 (2)

This Sole Source, if approved, would support an amendment(s) outlining specific details to address the required changes. As stated previously, reporting compliance is both a state and federal requirement.

This approval would apply to only this request and cannot be used as a blanket approval for future requests.

5	Were alternative services or commodities evaluated?	Check One:	
		Yes	No
			x
	a. <i>If yes</i> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.		
	b. <i>If not</i> , why were alternatives not evaluated?		
	The NIBRS system is already in use by the Division and the Beyond 20/20 software is proprietary. The U.S. Department of Justice approved a noncompetitive procurement for the system on November 3, 2017 (attached).		

Purchasing Use Only:

Approval #:

2209010

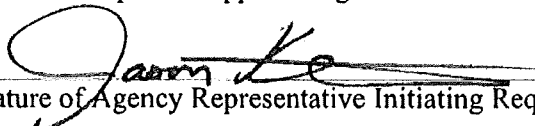
	Has the agency purchased these services/services with goods in the past? Check One:					Yes	No
	<p>NOTE: To avoid delays or your request being rejected, if your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.</u></p> <p>a. <u>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for these services/services with goods, the following information must be provided along with the CETS contract number(s) associated with each:</u></p>						x
6	Term		Value	Short Description	Provide Type of Procurement RFP#, RFQ#, Waiver #	CETS #	
	Start Date	End Date					
	07/13/21	06/30/25	\$192,000	Ongoing maintenance for Nevada Indicent Based Reporting System		24426	
			\$				
			\$				
			\$				
7	What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?						
	<p>The Beyond 20/20 software is used to meet state and federal crime reporting requirements mandated by multiple State of Nevada statutes, including NRS' 179A.075, 193.309 and the FBI. Being non-compliant in reporting Use-of-Force and crime statistics has an adverse effect not only for DPS, but also other state law enforcement agencies that are required to report this information (other law enforcement agencies report crime statistics to DPS as DPS is the primary responsible party for reporting this information to the FBI). Consequences can include, but not be limited to, penalties and being ineligible for federal funding opportunities that become available.</p>						
8	What efforts were made or conducted to substantiate there is no competition for the services/services with goods and to ensure the price for this purchase is fair and reasonable?						
	<p>The Beyond 20/20 software is proprietary.</p>						
9	Will this purchase obligate the State to this vendor for future purchases? Check One:					Yes	No

220901 @

<p><u>NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></p>	x	
<p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p>		
<p>Future obligations to this vendor would be based upon the State and Federal crime reporting requirements and any new potential legislation that may be signed into law, as well as other technological resources/solutions available at the time of contract expiration.</p>		

Purchasing Use Only:	
Approval #:	

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. Signatures are required from the agency representatives indicated below. The same individual cannot provide approval signatures in both sections.


Signature of Agency Representative Initiating Request

Jason Kolenut
Print Name of Agency Representative Initiating Request

8/31/22
Date

Curtis Palmer, ASO IV, MS, CPM Digitally signed by Curtis Palmer, ASO IV, MS, CPM
Date: 2022.08.31 08:16:39 -07'00'

Signature of Agency Head Authorizing Request

Curtis Palmer, ASOIV

08/31/2022

Print Name of Agency Head Authorizing Request

Date

FOR PURCHASING USE ONLY – 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).

220901@

If you have any questions or concerns, please contact Cindy Stoeffler at 775-684-0173 or email at cstoeffler@admin.nv.gov.

NOTE: If this box is checked, the agency must include the EITS TIN/CIN approval or approval update as an attachment in CETS.



Approved by:

Rein D. Doty

Administrator, Purchasing Division or Designee

9/2/22

Date

Steve Sisolak
Governor



#220901 @

Laura E. Freed
Director

Matthew Tuma
Deputy Director

Timothy Galluzi
State CIO/Administrator

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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Jason Kolenut, Administrative Services Officer III, DPS

CC: Tim Galluzi, State Chief Information Officer/Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, TIN Administrator, EITS, DOA

SUBJECT: TIN Completion Memo – DPS – TIN 579 – *Use of Force Module for Crime Insight* – Update A – BA 4709

DATE: September 1, 2022

We have completed our review for the Department of Public Safety's (DPS) – *Use of Force Module for Crime Insight* – TIN 579, Update A.

The submitted TIN, for an estimated value of \$107,250 in the FY22/FY23 biennium and \$24,000 in the FY24/FY25 biennium for a total increase of \$46,000 from the previous submission (100% Central Repository Fees), is to obtain and install a Use of Force (UoF) module pursuant to Senate Bill 212 of the 2021 Legislative Session.

Crime Insight's UoF module will provide the agency with precise state-wide data collection, validation, aggregation, and analysis by using the vendor's repository and reporting engine. The module includes the following components and abilities:

- Web Entry form to enter Use of Force Incidents and capture all FBI mandated data
- Ability to receive, process and validate JSON Use of Force files provided by the agencies' RMS systems
- Ability to track errors in Use of Force Submissions
- User Management to grant or deny users access to the Use of Force elements
- Three Use of Force modelled data cubes for ad-hoc reporting capability, for data analysis

#220901@

- Quality Control reporting
- A standard report (Fixed Format) to display the content of a single Use of Force incident
- Ability to extract data for bulk submission to the FBI in zipped JSON files.

Once the Use of Force module is live and collecting submissions, the State of Nevada will be able to leverage the collected data to create a theme on the TOPS website. Beyond 20/20 has built the Use of Force module precisely according to the FBI specification, and any state specific requirements will require scoping and will be subject to additional cost. This cloud-based SaaS solution has no impact on state infrastructure.

The agency considers the investment and final implementation to have an ongoing low security risk; however, the solution will transport, store, and/or process personal identification information and is subject to federal and/or other security standards. The Office of Information Security will be asked to conduct pre- and post-implementation security reviews as the investment directly impacts the public safety of Nevada's constituents.

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

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

A copy of this memo has 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 CONTRACT1. Contract Number: **26720**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3187-75**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BROADBENT & ASSOCIATES, INC.**Contractor Name: **BROADBENT & ASSOCIATES, INC.**Address: **5450 LOUIE LANE SUITE 101**City/State/Zip: **RENO, NV 89511**Contact/Phone: **Doug Guerrant 775-322-7969**Vendor No.: **T80989610B**NV Business ID: **NV19891031637**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

General Funds 0.00 % **X** Fees **66.00 % Hazardous Waste/Petroleum Fund****X** Federal Funds **14.00 %** Bonds 0.00 %Highway Funds 0.00 % **X** Other funding **20.00 % Interim Fluid Management Trust**Agency Reference #: **DEP23-004**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2023**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **EMAR ENV. Services**

5. Purpose of contract:

This is a new contract to provide ongoing environmental mitigation, assessment, and remediation services.

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?

In the event that public and or environmental welfare is compromised by environmental contamination, the State needs the ability to ensure timely action. This contract provides technical oversight assistance which is required to protect public welfare and/or restore natural resources when a responsible party is unable or unwilling to perform site characterization, and cleanup of identified environmental contamination.

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 available to perform these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 70CNR-S258, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee and was one of two selected vendors for this contract.

d. Last bid date: 07/05/2022 Anticipated re-bid date: 07/06/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

NDEP, Bureau of Corrective Actions is currently working with Broadbent on other contracts. The contractor continually provides timely and accurate work for the agency.

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:

Scott Smale, BCA Branch Supervisor Ph: 775-687-9384

Jeff Collins, BCA Bureau Chief Ph: 775-687-9381

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mhanke	09/12/2022 15:32:24 PM
Division Approval	jcollin5	09/13/2022 15:31:23 PM
Department Approval	jcollin5	09/13/2022 15:31:26 PM
Contract Manager Approval	kvalde1	09/14/2022 07:49:34 AM
Budget Analyst Approval	laaron	10/12/2022 15:31:15 PM
BOE Agenda Approval	laaron	10/12/2022 15:31:18 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26721**Agency Name: **DCNR - ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3187-75**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MCGINLEY & ASSOCIATES, INC.**Contractor Name: **MCGINLEY & ASSOCIATES, INC.**Address: **5410 LONGLEY LANE**City/State/Zip: **RENO, NV 89511**Contact/Phone: **Joseph McGinley 775-829-2245**Vendor No.: **T81202459**NV Business ID: **NV20021218343**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

General Funds 0.00 % **X** Fees **66.00 % Hazardous Waste/Petroleum Fund****X** Federal Funds **14.00 %** Bonds 0.00 %Highway Funds 0.00 % **X** Other funding **20.00 % Interim Fluid Management Trust**Agency Reference #: **DEP23-004**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2023**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **EMAR Env. Services**

5. Purpose of contract:

This is a new contract to provide ongoing environmental mitigation, assessment, and remediation services.

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?

In the event that public and or environmental welfare is compromised by environmental contamination, the State needs the ability to ensure timely action. This contract provides technical oversight assistance which is required to protect public welfare and/or restore natural resources when a responsible party is unable or unwilling to perform site characterization, and cleanup of identified environmental contamination.

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 available to perform these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP 70CNR-S258, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee and was one of two selected vendors for this contract.

d. Last bid date: 07/05/2022 Anticipated re-bid date: 07/06/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

NDEP, Bureau of Corrective Actions is currently working with McGinley on another contract. The contractor continually provides timely and accurate work for the agency.

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:

Jeff Collins, BCA Bureau Chief Ph: 775-687-9381

Scott Smale, BCA Branch Supervisor Ph: 775-687-9384

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mhanke	09/12/2022 15:44:10 PM
Division Approval	jcollin5	09/13/2022 15:32:04 PM
Department Approval	jcollin5	09/13/2022 15:32:06 PM
Contract Manager Approval	kvalde1	09/14/2022 07:47:55 AM
Budget Analyst Approval	laaron	10/12/2022 15:24:10 PM
BOE Agenda Approval	laaron	10/12/2022 15:24:13 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26870**Agency Name: **B&I - INSURANCE DIVISION**Agency Code: **741**Appropriation Unit: **3813-15**Is budget authority available?: **No**

If "No" please explain: The agency was awarded federal grant funds for this contract. These funds were set up last year when the grant was awarded. A companion work program has been submitted to set up the funding for this contract for the December IFC.

Legal Entity Name: **LEWIS & ELLIS, INC.**Contractor Name: **LEWIS & ELLIS, INC.**Address: **6600 CHASE OAKS BLVD STE 150**City/State/Zip: **PLANO, TX 75023**Contact/Phone: **972/850-0850**Vendor No.: **T27034630**NV Business ID: **NV20121509105**To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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

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

Agency Reference #: **RFP #74BAI-S2033**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/15/2022**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/13/2023**Contract term: **301 days**4. Type of contract: **Contract**Contract description: **Health Care Access**

5. Purpose of contract:

This is a new contract to provide an analysis related to health insurance reform. This contract is contingent upon IFC approval of work program #C61685.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$310,790.00**

Other basis for payment: \$122,720 for Project 1-Nevada's Health Insurance Market Scan; \$63,030 for Project 2: Essential Health Benefits Benchmark Plan; and, \$125,040 for Project 3: Mental Health Parity and Addiction Equity Act.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Insurance was recently awarded U.S Department of Health and Human Services, Centers for Medicare and Medicaid Services- The State Flexibility to Stabilize the Market Cycle II funds in order to carry out the proposed grant activities: 1) Investigate Healthcare Access Barriers that Exist for Nevadans; 2) Review the Appropriateness of Nevada's Current Essential Health Benefits Benchmark Plan, and 3) Develop Procedures and Tools to conduct Mental Health Parity and Equity Act (MHPAEA) compliance reviews. The goal of these grant-funded activities is to improve access to health care for Nevadans by building an action plan based on the identified barriers to minimize or remove access barriers wherever possible; selecting an Essential Health Benefits (EHB) Benchmark that will ensure the best coverage available as allowed by federal and state guidelines; and expand mental health access through better enhanced and focused enforcement of the Mental Health Parity and Equity Act (MHPAEA).

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

This is a specialized service.

9. Were quotes or proposals solicited? Yes

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

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

Wakely HMA
Tidal Basin Government Consulting
National Opinion Research Center

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #74BAI-S2033, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/07/2022 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

Jeremy Gladstone, Assistant Chief Examiner Ph: 775-687-0729

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhanse4	10/03/2022 14:28:55 PM
Division Approval	jhanse4	10/03/2022 14:28:59 PM

Department Approval	jhanse4	10/04/2022 11:20:21 AM
Contract Manager Approval	jhanse4	10/04/2022 11:20:24 AM
Budget Analyst Approval	hfield	10/17/2022 13:12:55 PM
BOE Agenda Approval	hfield	10/17/2022 13:13:00 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **25456**Amendment
Number: **1**Legal Entity
Name: **NCLAB**Agency Name: **DETR - EMPLOYMENT SECURITY**Contractor Name: **NCLAB**Agency Code: **902**Address: **450 SINCLAIR ST**Appropriation Unit: **1004-21**Is budget authority
available?: **Yes**City/State/Zip **RENO, NV 89501-2239**

If "No" please explain: Not Applicable

Contact/Phone: **LEONARD LAFRANCE 775/772-2567**Vendor No.: **PUR0005831**NV Business ID: **NV20111538218**To what State Fiscal Year(s) will the contract be charged? **2022-2024**

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

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3608-24-GOWINN**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **01/01/2022**
Examiner's approval?Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/23/2023**

Termination Date:

Contract term: **1 year and 270 days**4. Type of contract: **Contract**Contract description: **SANDI Tuition**

5. Purpose of contract:

This is the first amendment to the original contract which provides tuition and fee support for the training of dislocated and underemployed workers, new job seekers, and/or limited English proficient adults. This amendment increases the maximum amount from \$70,000 to \$140,000 due to additional training cohorts.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$70,000.00	\$70,000.00	\$70,000.00	Yes - Info
2. Amount of current amendment (#1):	\$70,000.00	\$70,000.00	\$140,000.00	Yes - Action
3. New maximum contract amount:	\$140,000.00			
and/or the termination date of the original contract has changed to:	09/29/2023			

II. JUSTIFICATION

7. What conditions require that this work be done?

**Track participant information
Provide tuition and/or fee support for dislocated and underemployed workers in in-demand careers.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 Vendor has the experience, expertise, equipment and facility to perform the work needed for this grant.
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?
 Selected vendor demonstrated in their proposal their ability and expertise to perform the work needed for this grant.
- d. Last bid date: 12/01/2021 Anticipated re-bid date:
10. a. Does the contract contain any IT components? No
 b. Is the contract part of an IT investment project over \$50,000? 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 | kwoodwar | 09/22/2022 08:21:02 AM |
| Division Approval | mseibert | 09/22/2022 14:12:26 PM |
| Department Approval | cedlefse | 09/23/2022 07:40:13 AM |
| Contract Manager Approval | llarki1 | 09/29/2022 08:34:31 AM |
| Budget Analyst Approval | dlenzner | 10/16/2022 15:54:04 PM |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26832**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **4770-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HELP of Southern Nevada**Contractor Name: **HELP of Southern Nevada**Address: **1640 E. Flamingo Road**City/State/Zip: **Las Vegas, NV 89119**Contact/Phone: **Denise Gee 702-334-1686**Vendor No.: **T80351170**NV Business ID: **Domestic Non Profit**To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **3671-25-ESD**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/07/2024**Contract term: **2 years and 7 days**4. Type of contract: **Contract**Contract description: **Out of School Youth**

5. Purpose of contract:

This is a new contract to provide out-of-school youth between the ages of 16 and 24 with financial wellness training and employment and training in high demand occupations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$249,280.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Workforce Innovative and Opportunity Act (WIOA) emphasize services to out-of-school and disconnected youth, high school dropout recovery and attainment of recognized postsecondary credentials.

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

The Department does not have employees who can provide the specialized assistance and support to assist the unemployed and at-risk youth.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):

**Amplify Education
New Horizons
HELP of Southern Nevada**

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #90DETR-S2103, and in accordance with NRS 333, the selected vendor was the sole proposer. The proposal was reviewed and deemed acceptable as determined by an independently appointed evaluation committee.

d. Last bid date: 07/22/2022 Anticipated re-bid date: 07/24/2024

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

DETR � Current Satisfactory

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

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

Not Applicable

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

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	kwoodwar	09/26/2022 15:10:13 PM
Division Approval	lparven	09/27/2022 07:13:20 AM
Department Approval	cedlefse	09/27/2022 15:45:25 PM
Contract Manager Approval	jwixon	09/28/2022 07:24:39 AM
Budget Analyst Approval	dlenzner	10/11/2022 14:54:59 PM
BOE Agenda Approval	dlenzner	10/11/2022 14:55:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26845**Agency Name: **DETR - NV EQUAL RIGHTS COMMISSION**Agency Code: **903**Appropriation Unit: **2580-34**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EPATHUSA, INC.**Contractor Name: **EPATHUSA, INC.**Address: **1075 JORDAN CREEK PKWY STE 295**City/State/Zip: **WEST DES MOINES, IA 50266-5602**Contact/Phone: **Hari Nallure ext104 515-974-6778**Vendor No.: **T29038415**NV Business ID: **NV20161681685**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **#90DETR-S2073 3676-26-NERC**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2025**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Web Monderization**

5. Purpose of contract:

This is a new contract to provide a case management system to streamline complaint processing.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$470,276.36**

Other basis for payment: As invoiced by the Contractor and approved by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

The current NERC Case Management system requires upgrades and enhancements to better serve the population of users; integration of Equality Data for user enhancements.

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

Due to projects of a greater critical nature requiring immediate attention, DETR's IT Division is unable to assist at this time.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 #90DETR-S2073, and in accordance with NRS 333, the selected vendor was the sole proposer. The proposal was reviewed and deemed acceptable as determined by an independently appointed evaluation committee.

d. Last bid date: 07/20/2022 Anticipated re-bid date: 07/20/2022

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? 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:

DETR � 03/2019-Current

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

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

Not Applicable

15. The contractor is 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	mmercerc	09/23/2022 15:27:08 PM
Division Approval	mseibert	09/23/2022 15:44:02 PM
Department Approval	cedlefse	09/26/2022 07:12:12 AM
Contract Manager Approval	llarki1	09/28/2022 10:17:19 AM
EITS Approval	ljean	09/28/2022 14:19:22 PM
Budget Analyst Approval	dlenzner	10/11/2022 16:37:18 PM
BOE Agenda Approval	dlenzner	10/11/2022 16:37:22 PM
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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Kara Jenkins, Administrator, DETR
Josh Marhevka, Chief Financial Officer, DETR
Laxmi Bokka, Chief IT Manager, DETR

CC: Tim Galluzi, Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, TIN Administrator, EITS, DOA

SUBJECT: TIN Completion Memo – DETR – TIN 483 – *NERC Streamline Intake Process* – BA 2580

DATE: April 19, 2022

We have completed our review for the Department of Employment, Training and Rehabilitation's (DETR) – *NERC Streamline Intake Process* – TIN 483.

The submitted TIN, for an estimated value of \$652,000 in the FY24/FY25 biennium (100% ARPA funding), is to invest in a hosted, cloud-based case management system to streamline complaint processing.

NERC strives to improve the delivery of services to customers in handling their discrimination complaints. It is extremely time consuming for investigators to help constituents formalize a discrimination charge with the current manual intake process. The proposed solution is expected to:

- reduce manual effort when processing NERC transactions
- improve customer self-service features
- improve data accuracy and availability
- enhance business rule integrity and maintainability
- provide greater reporting flexibility

- enable users to file complaints at any time for preservation of legal rights
- leverage automated interfaces and integration with other systems.

A cloud-based, modernized case management system is vital to NERC's long-term success and represents an important step in facilitating a platform for complaint filing and is in alignment with the Governor's priority of modernization for equity and inclusion. The agency will release an updated RFI in 2022, then update this TIN with updated costs for an RFP and software solution for the FY 2024 budget cycle.

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

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

A copy of this memo has 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 CONTRACT1. Contract Number: **26792**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B008 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Allison MacKenzie, Ltd.

Contractor Name: **Allison MacKenzie, Ltd.**Address: **402 North Division Street**City/State/Zip: **Carson City, NV 89703**

Contact/Phone: Chris MacKenzie, Esq. 775/687-0202

Vendor No.: T29038945

NV Business ID: NV19781001597

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2023**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is a new contract to provide ongoing legal services including representation in lawsuits, disciplinary actions, administrative hearings, legislative assistance, board meeting counsel, and legal advice.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$660,000.00**

Payment for services will be made at the rate of \$325.00 per Hour

Other basis for payment: 4 Year Contract not to exceed \$165,000 per year)

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a necessary contract for purpose of accomplishing work of the Board under authority of NRS 284.173. In addition statutes authorizes the Board to hire an attorney for legal counsel services.

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

The Board's staff does not have legal expertise. Legal services to be provided regarding a specific knowledge of area and a need for the continuity of services provided by the current vendor.

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. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevada State Board of Professional Engineers and Land Surveyors
Nevada State Board of Accountancy

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vwind1	09/20/2022 11:49:01 AM
Division Approval	vwind1	09/20/2022 11:49:04 AM
Department Approval	vwind1	09/20/2022 11:49:11 AM
Contract Manager Approval	vwind1	09/20/2022 11:49:15 AM
Budget Analyst Approval	hfield	10/17/2022 13:04:00 PM
BOE Agenda Approval	hfield	10/17/2022 13:04:03 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26873**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Kandt Law, PLLC
Agency Code:	BDC	Contractor Name:	Kandt Law, PLLC
Appropriation Unit:	B022 - All Categories	Address:	1329 U.S. Highway 395 N Ste.10-121
Is budget authority available?:	Yes	City/State/Zip	Gardnerville, NV 89410
If "No" please explain:	Not Applicable	Contact/Phone:	Brett Kandt 775-232-1896
		Vendor No.:	
		NV Business ID:	NV20222586267

To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/30/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/29/2024**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Employee Contract**

5. Purpose of contract:

This is a new contract to provide legal counsel and hearing officer services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

Payment for services will be made at the rate of \$86.50 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Contractor will support the Nevada State Board of Pharmacy by prosecuting administrative hearings, litigating lawsuits, drafting regulatory updates, addressing legislative matters, and may be appointed to serve as a hearing officer, pursuant to NRS 639.081.

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

Mr. Kandt has 25 years of experience as an attorney for the State of Nevada as well as unique institutional knowledge concerning the Board of Pharmacy's operations which is not possessed by other current employees.

9. Were quotes or proposals solicited?

No

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

No

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

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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?

Yes

See the attached Authorization to Contract form for details.

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Other

PLLC

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	kbains40	10/11/2022 09:25:43 AM
Division Approval	kbains40	10/11/2022 09:25:47 AM
Department Approval	kbains40	10/11/2022 09:25:52 AM
Contract Manager Approval	kbains40	10/11/2022 09:25:58 AM
Budget Analyst Approval	hfield	10/11/2022 09:35:19 AM
BOE Agenda Approval	hfield	10/11/2022 09:35:22 AM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Authorization to Contract with a Former Employee

Employee Information			
Former Employee Name:	W. Brett Kandt		
Former Employee ID Number:	0088		
Former Job Title:	General Counsel		
Former Employee Agency:	Nevada State Board of Pharmacy		
Former Class and Grade:	Class:		Grade: 50
Former Employment Dates:	From:	July 1, 2017	To: November 25, 2022
Requesting Agency:	Nevada State Board of Pharmacy		
Vendor:	Kandt Law PLLC		

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.
X	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.
A	Summarize scope of contract work. Contractor will support the Nevada State Board of Pharmacy by prosecuting administrative hearings, litigating lawsuits, drafting regulatory updates, addressing legislative matters, and may be appointed to serve as a hearing officer, pursuant to NRS 639.081.
B	Document former job description. All General Counsel shall be assigned legal responsibilities and obligations for the Board, subject to the requirements and restrictions of the Nevada Rules of Professional Conduct, including without limitation: <ul style="list-style-type: none">○ Taking any action on behalf of the Board deemed necessary to protect the State's legal interests until such time as the Board may adequately consider the matter○ Providing day-to-day legal advice to Board members and employees on matters over which the Board has supervision, control, jurisdiction or advisory power○ Drafting and reviewing legal papers and correspondence○ Preparing and prosecuting disciplinary actions○ Representing the Board in all legal proceedings

	<ul style="list-style-type: none"> ○ Representing the Board before legislative committees ○ Drafting regulations and bill drafts ○ Advising the Board at its meetings except when prosecuting disciplinary cases. in which case the Board is advised by a representative of the Attorney General's Office ○ Responding to simple inquiries from the public, licensees, or applicants for licensure on Nevada's pharmacy laws, which shall not constitute legal advice
C	<p>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?</p> <p>Yes. Mr. Kandt has specialized knowledge of agency operations from his prior experience as General Counsel for the Nevada State Board of Pharmacy.</p>
D	<p>Explain why existing State employees within your agency cannot perform this function.</p> <p>Mr. Kandt has 25 years of experience as an attorney for the State of Nevada as well as unique institutional knowledge concerning the Board of Pharmacy's operations which is not possessed by other current employees.</p>
E	<p>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.</p> <p>No, the Contract was prepared by Assistant General Counsel, Peter Keegan and Board Executive Secretary, J. David Wuest.</p>
F	<p>List contractors' hourly rate.</p> <p>\$86.50</p>
G	<p>List the range of comparable State employee rates.</p> <p>General Counsel – Grade 50 - \$100,161-\$152,424 (\$47.97-\$73.00)</p>
H	<p>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?</p> <p>Mr. Kandt has specialized knowledge, skill, and experience as the former General Counsel of the Nevada State Board of Pharmacy which cannot be matched by existing staff or obtained through a newly hired employee. Mr. Kandt will be incurring administrative overhead expenses associated with operating a private law firm.</p>
I	<p>Document justification for hiring contractor.</p> <p>As General Counsel, Mr. Kandt currently has pending litigation, legislative, and regulatory duties which he is uniquely suited to complete.</p>
J	<p>Will the employee be collecting PERS at any time during the contract?</p> <p>Yes.</p>
K	<p>What is the duration of the contract with the former employee? (Include start and end date)</p> <p>Two years – November 30, 2022 to November 29, 2024</p>
L	<p>Will the former employee be working full time or part time? If part time, how many hours?</p> <p>Not to exceed more than 40 hours per week.</p>
M	<p>Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).</p> <p>No.</p>

Comments – Provide any additional comments:

Approval for Authorization to Contract with a Former Employee:



Signature of Agency Head Authorizing Request

10/4/22

Date

Purchasing Administrator Signature (if a Statewide Contract)

Date

Budget Analyst Signature

Date

Clerk of the Board of Examiners Signature

Date

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.		VARIOUS STATE AGENCIES	A PLACE OF GRACE COUNSELING & CONSULTING, LLC	OTHER: VARIOUS AGENCIES	\$2,300,000	
	Contract Description:	This is a new contract to provide ongoing case management, mental health, rehabilitation, and social worker services.				
		Term of Contract:	Upon Approval - 12/31/2026	Contract # 26847		
2.		VARIOUS STATE AGENCIES	ASPIRE BEHAVIORAL SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$3,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis, autism treatment assistance programs, and early intervention services.				
		Term of Contract:	Upon Approval - 12/31/2026	Contract # 26848		
3.		VARIOUS STATE AGENCIES	BEHAVIOR EVOLUTION	OTHER: VARIOUS AGENCIES	\$10,000,000	
	Contract Description:	This is a new contract to provide ongoing services for applied behavioral analysis, autism treatment assistance programs, behavioral support, employment support, pre-employment, and supportive living arrangements.				
		Term of Contract:	Upon Approval - 12/31/2026	Contract # 26846		
4.		VARIOUS STATE AGENCIES	CARING HEARTS CARE HOME, LLC	OTHER: VARIOUS AGENCIES	\$300,000	
	Contract Description:	This is a new contract to provide ongoing group home services.				
		Term of Contract:	Upon Approval - 12/31/2026	Contract # 26850		
5.		VARIOUS STATE AGENCIES	FUTURE BUILDERS OF AMERICA DBA INNOVATIVE HEALTH AND WELLNESS	OTHER: VARIOUS AGENCIES	\$2,200,000	
	Contract Description:	This is a new contract to provide ongoing counseling, marriage and family therapy, mental health, rehabilitation, and substance abuse counseling services.				
		Term of Contract:	Upon Approval - 12/31/2026	Contract # 26841		
6.		VARIOUS STATE AGENCIES	GSEVEN, LLC	OTHER: VARIOUS AGENCIES	\$5,800,000	
	Contract Description:	This is a new contract to provide ongoing assisted living, group home, residential provider, and respite care services.				
		Term of Contract:	Upon Approval - 09/30/2026	Contract # 26655		
7.		VARIOUS STATE AGENCIES	LINDA M. JAMES	OTHER: VARIOUS AGENCIES	\$1,500,000	
	Contract Description:	This is a new contract to provide ongoing case management services.				
		Term of Contract:	Upon Approval - 09/30/2026	Contract # 26773		

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.		VARIOUS STATE AGENCIES	MAKING WAVES AUTISM CENTER, LLC	OTHER: VARIOUS AGENCIES	\$1,000,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis services.				
	Term of Contract:		Upon Approval - 12/31/2026	Contract # 26849		
9.		VARIOUS STATE AGENCIES	MELANIE OCAMPO, DNP PROF, LLC	OTHER: VARIOUS AGENCIES	\$600,000	
	Contract Description:	This is a new contract to provide ongoing mental health and psychiatry services.				
	Term of Contract:		Upon Approval - 06/30/2026	Contract # 26395		
10.		VARIOUS STATE AGENCIES	SIMPLE BEHAVIOR SOLUTIONS, LLC	OTHER: VARIOUS AGENCIES	\$1,500,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis and autism treatment assistance program services.				
	Term of Contract:		Upon Approval - 09/30/2026	Contract # 26770		
11.		VARIOUS STATE AGENCIES	SHARI ROESLER DBA SOCIETY FOR THE BLIND	OTHER: VARIOUS AGENCIES	\$2,400,000	
	Contract Description:	This is a new contract to provide ongoing assistive technology, support for the blind and visually impaired, customized employment, and job development services.				
	Term of Contract:		Upon Approval - 01/31/2026	Contract # 25757		
12.		VARIOUS STATE AGENCIES	SILVER STATE, ABA, LLC DBA GINGERLY THERAPY	OTHER: VARIOUS AGENCIES	\$1,500,000	
	Contract Description:	This is a new contract to provide ongoing applied behavioral analysis and autism treatment assistance program services.				
	Term of Contract:		Upon Approval - 06/30/2026	Contract # 26771		
13.		VARIOUS STATE AGENCIES	THERAPLAY SOLUTIONS, LLC	OTHER: VARIOUS AGENCIES	\$3,500,000	
	Contract Description:	This is a new contract to provide ongoing case management, early intervention, speech pathology, therapy, counseling, and physical therapy services.				
	Term of Contract:		Upon Approval - 09/30/2026	Contract # 26774		

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26847**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: **A PLACE OF GRACE COUNSELING & CONSULTING, LLC**Contractor Name: **A PLACE OF GRACE COUNSELING & CONSULTING, LLC**Address: **6545 S. Fort Apache RD.
STE. 135-105**City/State/Zip: **Las Vegas, NV 89148**Contact/Phone: **Valerie Tines-Braggs 702-203-1964**Vendor No.: **T32012760**NV Business ID: **NV20131424530**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: **S1737-RV**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years and 61 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing case management, mental health, rehabilitation, and social worker services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,300,000.00****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-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	Ideloach	10/10/2022 13:18:59 PM
Division Approval	Ideloach	10/10/2022 13:19:02 PM
Department Approval	Ideloach	10/10/2022 13:19:04 PM
Contract Manager Approval	rvradenb	10/10/2022 16:00:39 PM
Budget Analyst Approval	laaron	10/11/2022 13:37:57 PM
BOE Agenda Approval	laaron	10/11/2022 13:38:00 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26848**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: **Aspire Behavioral Services, LLC**Contractor Name: **Aspire Behavioral Services, LLC**Address: **7260 W. Azured Dr.
Suite 140-447**City/State/Zip: **Las Vegas, NV 89139**Contact/Phone: **Lisa S. Ruiz-Lee 702-265-8436**Vendor No.: **T32013148**NV Business ID: **NV20222409372**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: **S1737-RV**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years and 61 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing applied behavioral analysis, autism treatment assistance programs, and early intervention services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	Ideloach	10/10/2022 13:13:07 PM
Division Approval	Ideloach	10/10/2022 13:13:21 PM
Department Approval	Ideloach	10/10/2022 13:13:24 PM
Contract Manager Approval	rvradenb	10/10/2022 16:01:34 PM
Budget Analyst Approval	laaron	10/11/2022 14:00:50 PM
BOE Agenda Approval	laaron	10/11/2022 14:00:53 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26846**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: **BEHAVIOR EVOLUTION**Contractor Name: **BEHAVIOR EVOLUTION**Address: **1100 NORMAN AVE**City/State/Zip: **LAS VEGAS, NV 89104**Contact/Phone: **LAUREN BEATTIE 702-275-1418**Vendor No.: **T32013010**NV Business ID: **NV20201926382**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: **S1737-RV**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years and 61 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing services for applied behavioral analysis, autism treatment assistance programs, behavioral support, employment support, pre-employment, and supportive living arrangements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	Ideloach	10/10/2022 13:17:02 PM
Division Approval	Ideloach	10/10/2022 13:17:04 PM
Department Approval	Ideloach	10/10/2022 13:17:07 PM
Contract Manager Approval	rvradenb	10/10/2022 16:00:22 PM
Budget Analyst Approval	laaron	10/11/2022 13:50:23 PM
BOE Agenda Approval	laaron	10/11/2022 13:50:27 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 CONTRACT1. Contract Number: **26850**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: **CARING HEARTS CARE HOME, LLC**Contractor Name: **CARING HEARTS CARE HOME, LLC**Address: **64 N PEARL ST**City/State/Zip: **LAS VEGAS, NV 89110-4330**Contact/Phone: **Lucky Archie Guy 702-437-8448**Vendor No.: **T32006495**NV Business ID: **NV20031151250**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: **S1737-RV**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years and 61 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing group home 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-S1737 to provide various direct client services.

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Multiple Agencies, Agencies are satisfied.

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	10/10/2022 13:20:30 PM
Division Approval	Ideloach	10/10/2022 13:20:32 PM
Department Approval	Ideloach	10/10/2022 13:20:38 PM
Contract Manager Approval	rvradenb	10/10/2022 16:01:11 PM
Budget Analyst Approval	laaron	10/11/2022 12:47:52 PM
BOE Agenda Approval	laaron	10/11/2022 12:47:54 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26841**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	FUTURE BUILDERS OF AMERICA
Agency Code:	MSA	Contractor Name:	FUTURE BUILDERS OF AMERICA DBA INNOVATIVE HEALTH AND WELLNESS
Appropriation Unit:	9999 - All Categories	Address:	3075 E FLAMINGO RD SUITE 118
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89121-4300
If "No" please explain:	Not Applicable	Contact/Phone:	Carlos Pollard 702-527-7510
		Vendor No.:	T27042429
		NV Business ID:	NV20131088399

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: **S1737-RV**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years and 61 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing counseling, marriage and family therapy, mental health, rehabilitation, and substance abuse counseling services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,200,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.

9. Were quotes or proposals solicited?

No

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

Yes

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Multiple Agencies, Agencies are satisfied.

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

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

Not Applicable

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

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

No b. If "No", please explain:

Vendor provides services using a DBA.

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	Ideloach	10/10/2022 13:15:09 PM
Division Approval	Ideloach	10/10/2022 13:15:12 PM
Department Approval	Ideloach	10/10/2022 13:15:15 PM
Contract Manager Approval	rvradenb	10/10/2022 15:59:48 PM
Budget Analyst Approval	laaron	10/11/2022 13:47:29 PM
BOE Agenda Approval	laaron	10/11/2022 13:47:31 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26655**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: **GSeven, LLC**Contractor Name: **GSeven, LLC**Address: **3180 Rowland St.**City/State/Zip **Las Vegas, NV 89108**Contact/Phone: **Helen Gipson 702-207-3502**Vendor No.: **PENDING**NV Business ID: **NV20201824893**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: **S1737-RV**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **3 years and 334 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing assisted living, group home, residential provider, and respite care services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,800,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	Ideloach	08/09/2022 13:49:30 PM
Division Approval	Ideloach	08/09/2022 13:49:33 PM
Department Approval	Ideloach	08/09/2022 13:49:36 PM
Contract Manager Approval	rvradenb	10/04/2022 11:48:16 AM
Budget Analyst Approval	laaron	10/10/2022 16:51:31 PM
BOE Agenda Approval	laaron	10/10/2022 16:51:33 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26773**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	LINDA M. JAMES
Agency Code:	MSA	Contractor Name:	LINDA M. JAMES
Appropriation Unit:	9999 - All Categories	Address:	1235 CROSSWATER DR
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89523-7108
If "No" please explain:	Not Applicable	Contact/Phone:	Linda James 775-848-8663
		Vendor No.:	T29036921
		NV Business ID:	NV20151696456

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: S1737-RV

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **3 years and 334 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing case management services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****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-S1737 to provide various direct client services.

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Sole Proprietor

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	09/14/2022 08:15:04 AM
Division Approval	gdavi6	09/14/2022 08:15:06 AM
Department Approval	ldeloach	09/14/2022 09:33:12 AM
Contract Manager Approval	rvradenb	10/04/2022 11:45:14 AM
Budget Analyst Approval	laaron	10/10/2022 16:35:48 PM
BOE Agenda Approval	laaron	10/10/2022 16:35:50 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26849**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: Making Waves Autism Center, LLC

Contractor Name: **Making Waves Autism Center, LLC**Address: **3531 E. Russell Rd Suite A**City/State/Zip: **Las Vegas, NV 89120**

Contact/Phone: Brittany Jackson 702-547-9819

Vendor No.: T32013013

NV Business ID: NV20212023355

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: S1737-RV

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2026**Contract term: **4 years and 61 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing applied behavioral analysis services.

6. NEW CONTRACT

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

7. What conditions require that this work be done?

The agency does not have the personnel to perform these services.

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

This is a specialized service that requires specially trained individuals to provide these services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	Ideloach	10/10/2022 13:22:22 PM
Division Approval	Ideloach	10/10/2022 13:22:24 PM
Department Approval	Ideloach	10/10/2022 13:22:26 PM
Contract Manager Approval	rvradenb	10/10/2022 16:00:06 PM
Budget Analyst Approval	laaron	10/11/2022 13:44:26 PM
BOE Agenda Approval	laaron	10/11/2022 13:44:28 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26395**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: **Melanie Ocampo, DNP Prof, LLC**Contractor Name: **Melanie Ocampo, DNP Prof, LLC**Address: **4185 W. Mardon Ave.**City/State/Zip: **Las Vegas, NV 89139**Contact/Phone: **Melanie Ocampo 702-332-9042**Vendor No.: **T32010164**NV Business ID: **NV20222472066**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

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

Agency Reference #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **3 years and 242 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing mental health and psychiatry services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00****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-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	gdavi6	06/03/2022 09:28:05 AM
Division Approval	gdavi6	06/03/2022 09:28:08 AM
Department Approval	ldeloach	06/13/2022 12:09:54 PM
Contract Manager Approval	rvradenb	06/17/2022 11:05:01 AM
Budget Analyst Approval	dspeed1	08/17/2022 16:48:05 PM
BOE Agenda Approval	laaron	09/29/2022 10:19:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26770**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: **SIMPLE BEHAVIOR SOLUTIONS, LLC**Contractor Name: **SIMPLE BEHAVIOR SOLUTIONS, LLC**Address: **3811 W. Charleston Blvd
Suite 111**City/State/Zip: **LAS VEGAS, NV 89102**Contact/Phone: **Krystal Van Voorhis 725-205-4777**Vendor No.: **T32005608**NV Business ID: **NV20171488491**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: **S1737-RV**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **3 years and 334 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing applied behavioral analysis and autism treatment assistance program services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****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-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Multiple Agencies, Agencies are satisfied.

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

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

Not Applicable

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

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

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

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

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	09/14/2022 08:14:33 AM
Division Approval	gdavi6	09/14/2022 08:14:36 AM
Department Approval	ldeloach	09/14/2022 09:23:25 AM
Contract Manager Approval	rvradenb	09/14/2022 13:27:25 PM
Budget Analyst Approval	laaron	10/10/2022 16:44:56 PM
BOE Agenda Approval	laaron	10/10/2022 16:44:59 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **25757**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: **Shari Roeseler DBA Society for the Blind**Contractor Name: **Shari Roeseler DBA Society for the Blind**Address: **1238 S Street**City/State/Zip: **Sacramento , CA 95811**Contact/Phone: **Shari Roeseler 916-889-7515**Vendor No.: **T32010149**NV Business ID: **NV20201933145**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**Agency Reference #: **S1737-RV**

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2026**Contract term: **3 years and 92 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing assistive technology, support for the blind and visually impaired, customized employment, and job development services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,400,000.00****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-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

The vendor has submitted paper work to the Secretary of States office to correct a filing error and expired registration.

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

Yes

17. Not Applicable

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

No b. If "NO", please explain.

The vendor has submitted paper work to the Secretary of States office to correct a filing error and expired registration.

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	03/14/2022 08:57:42 AM
Division Approval	gdavi6	03/14/2022 08:57:46 AM
Department Approval	ldeloach	03/16/2022 09:52:31 AM
Contract Manager Approval	rvradenb	03/17/2022 16:02:29 PM
Budget Analyst Approval	dkluever	04/14/2022 10:22:59 AM
BOE Agenda Approval	laaron	09/21/2022 14:57:44 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26771**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: Silver State, ABA, LLC

Contractor Name: **Silver State, ABA, LLC DBA Gingerly Therapy**Address: **200 Hoover Ave
Unit 1413**City/State/Zip: **Las Vegas , NV 89101**

Contact/Phone: Brook Madden 312-287-9855

Vendor No.: T29045515

NV Business ID: NV20222430558

To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % **X** Other funding **100.00 % Various Agencies**

Agency Reference #: S1737-RV

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **3 years and 242 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing applied behavioral analysis and autism treatment assistance program services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00****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-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

No b. If "No", please explain:

Vendor provides services using a DBA.

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gdavi6	09/14/2022 08:14:48 AM
Division Approval	gdavi6	09/14/2022 08:14:50 AM
Department Approval	ldeloach	09/14/2022 09:28:57 AM
Contract Manager Approval	rvradenb	09/14/2022 13:27:38 PM
Budget Analyst Approval	laaron	10/10/2022 16:40:47 PM
BOE Agenda Approval	laaron	10/10/2022 16:40:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26774**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: Theraplay Solutions, LLC

Contractor Name: **Theraplay Solutions, LLC**Address: **10996 Hunting Hawk Rd**City/State/Zip: **Las Vegas, NV 89179**

Contact/Phone: Amy Kowalski 702-759-2849

Vendor No.: T32012693

NV Business ID: NV20222474425

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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 #: S1737-RV

2. Contract start date:

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

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **3 years and 334 days**4. Type of contract: **MSA**Contract description: **Direct Client Srvcs**

5. Purpose of contract:

This is a new contract to provide ongoing case management, early intervention, speech pathology, therapy, counseling, and physical therapy services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,500,000.00****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-S1737 to provide various direct client services.

d. Last bid date: 12/01/2021 Anticipated re-bid date: 06/01/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	gdavi6	09/14/2022 08:15:14 AM
Division Approval	gdavi6	09/14/2022 08:15:16 AM
Department Approval	ldeloach	09/14/2022 09:41:06 AM
Contract Manager Approval	rvradenb	09/14/2022 13:28:05 PM
Budget Analyst Approval	laaron	10/10/2022 16:29:48 PM
BOE Agenda Approval	laaron	10/10/2022 16:29:51 PM
BOE Final Approval	Pending	

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE BUDGET ACCOUNT	POLSINELLI, PC	OTHER: STATUTORY CONTINGENCY FUNDS	\$50,000	Professional Service
	Contract Description:	This is a new contract to provide attorney consultation and forensic review, on behalf of the Department of Taxation, related to privacy and data concerns across the United States.				
		Term of Contract:	09/28/2022 - 08/01/2023	Contract # 26827		
2.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	TECHNICAL ASSOCIATES, INC.	OTHER: REGULATORY ASSESSMENTS	\$45,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides expert witness and litigation support to the Bureau of Consumer Protection on issues relating to class cost allocations, distribution of revenues across classes and rate design matters relating to utility rate making and cost recovery proposals. This amendment increases the maximum amount from \$199,400 to \$244,400 due to the increased need for these services.				
		Term of Contract:	06/13/2019 - 06/14/2023	Contract # 21759		
3.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	CITY OF LAS VEGAS DETENTION AND ENFORCEMENT	REVENUE	\$20,000	Exempt
	Contract Description:	This is a new revenue interlocal agreement to provide the automated Victim Information and Notification System.				
		Term of Contract:	07/01/2022 - 06/30/2023	Contract # 26853		
4.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	CLARK COUNTY DETENTION CENTER	REVENUE	\$45,000	Exempt
	Contract Description:	This is a new revenue interlocal agreement to provide the automated Victim Information and Notification System.				
		Term of Contract:	09/23/2022 - 06/30/2023	Contract # 26826		
5.	040	SECRETARY OF STATE'S OFFICE - SECRETARY OF STATE	CARAHSOFT TECHNOLOGY CORPORATION	GENERAL	\$45,000	
	Contract Description:	This is a new work plan under Master Service Agreement contract #99SWC-NV18-421. This work plan will provide a voter signature curing process to county registrars and protect the integrity of the Nevada voting process.				
		Term of Contract:	09/27/2022 - 12/31/2024	Contract # 26809		
6.	040	SECRETARY OF STATE'S OFFICE - SECRETARY OF STATE	HIGH DESERT MICROIMAGING, INC.	GENERAL	\$22,675	
	Contract Description:	This is a new contract to provide quarterly maintenance of scanners for use with the Cenuity Corporate and Notary Filing systems.				
		Term of Contract:	09/20/2022 - 06/30/2023	Contract # 26810		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	070	DEPARTMENT OF ADMINISTRATION - HUMAN RESOURCE MANAGEMENT	THE SIMMONS GROUP	OTHER: PERSONNEL ASSESSMENT FUNDS	\$10,000	
	Contract Description:	This is a new contract to provide human resources investigation services.				
		Term of Contract:	10/11/2022 - 12/11/2022	Contract # 26890		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	AMERICAN CHILLER SERVICE, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$46,790	
	Contract Description:	This is a new contract to provide ongoing chiller maintenance and repair, cooling tower maintenance and repair, and equipment rentals for emergency chiller failures.				
		Term of Contract:	10/05/2022 - 06/30/2026	Contract # 26711		
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	BRASWELL COMMUNITY, LLC	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$91,168	
	Contract Description:	This is a new contract to provide ongoing roof and pigeon waste cleaning at the Grant Sawyer Building in Las Vegas.				
		Term of Contract:	10/10/2022 - 09/30/2026	Contract # 26839		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	CAPITAL GLASS, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$14,000	
	Contract Description:	This is the first amendment to the original contract which provides ongoing glass door repairs and installation, replacement and installation of glass windows, and glazing work for state-owned buildings. This amendment increases the maximum amount from \$26,696.30 to \$40,696.30 due to the increased need for these services.				
		Term of Contract:	08/19/2019 - 08/31/2023	Contract # 22180		
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	HOLLAND WATERPROOFING	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$30,795	
	Contract Description:	This is a new contract to provide sealing services for the north and south passenger elevator pits at the Nevada State Library & Archives building in Carson City.				
		Term of Contract:	09/21/2022 - 01/30/2023	Contract # 26661		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	JMA CONSTRUCTION COMPANY, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$23,144	
	Contract Description:	This is a new contract to provide restoration and reconstruction services to the basement at the Capitol building in Carson City.				
		Term of Contract:	09/28/2022 - 03/01/2023	Contract # 26803		
13.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	JMA CONSTRUCTION COMPANY, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$24,000	
	Contract Description:	This is a new contract to provide repairs to the front entrance stairways at the Supreme Court building in Carson City.				
		Term of Contract:	09/21/2022 - 03/01/2023	Contract # 26804		
14.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	JMA CONSTRUCTION COMPANY, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$20,300	
	Contract Description:	This is a new contract to provide restoration and reconstruction services to the south basement at the Attorney General's Office building complex in Carson City.				
		Term of Contract:	10/10/2022 - 10/01/2023	Contract # 26864		
15.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	BJG ARCHITECTURE & ENGINEERING	BONDS 91% OTHER: AGENCY FUNDS 9%	\$20,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the Great Basin College Welding Lab and Renovation CIP project: CIP Project No. 21-C12; SPWD Contract No. 114542. This amendment increases the maximum amount from \$417,660 to \$437,660 due to additional construction documents and construction administration services.				
		Term of Contract:	12/14/2021 - 06/30/2025	Contract # 25214		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	BROADBENT & ASSOCIATES, INC.	BONDS	\$16,474	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the Caliente Youth Center - Irrigation Well Rehabilitation CIP: CIP Project No. 21-M02-13; SPWD Contract No. 114236. This amendment increases the maximum amount from \$40,000.00 to \$56,473.69 due to additional cost for design submittals.				
	Term of Contract:	10/06/2021 - 06/30/2025	Contract # 24712			
17.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - STATEWIDE CIP PROJECTS - NON-EXEC	TATE SNYDER KIMSEY ARCHITECTS, LTD DBA TSK	HIGHWAY	\$17,500	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides professional architectural/engineering services for the Department of Motor Vehicles -Silverado Ranch Advance Planning CIP project No. 21-P06; SPWD Contract No. 114488. This amendment increases the maximum amount from \$3,951,300 to \$3,968,800 due to additional tenant improvements needed to complete the project.				
	Term of Contract:	11/09/2021 - 06/30/2025	Contract # 25018			
18.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - STATEWIDE CIP PROJECTS - NON-EXEC	VAN WOERT BIGOTTI ARCHITECTS	HIGHWAY 33% BONDS 67%	\$48,800	Professional Service
	Contract Description:	This is the second amendment to the original contract which provides professional architectural/engineering services for the Department of Public Safety Headquarters Building Advance Planning CIP project: CIP Project No. 21-P04; SPWD; Contract No. 114536. This amendment increases the maximum amount from \$507,600 to \$556,400 due to added toxicology lab programming to the existing scope.				
	Term of Contract:	12/14/2021 - 06/30/2025	Contract # 25192			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	PAUL CAVIN ARCHITECT, LLC	BONDS 93% OTHER: AGENCY FUNDS 7%	\$15,000	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Air Quality and Vapor Barrier, Various Buildings (Stewart Facility) CIP project to include design development and drawings, bid assistance, and construction administration: CIP Project No. 21-S06-3; SPWD Contract No. 115112.				
	Term of Contract:	10/13/2022 - 06/30/2025	Contract # 26858			
20.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - DEPARTMENT OF ADMINISTRATION CIP PROJECTS - NON-EXEC	RESOURCE CONCEPTS, INC.	BONDS 66% OTHER: AGENCY FUNDS	\$15,250	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Pavement Preservation, Northern Nevada Veterans Memorial Cemetery CIP project to include construction documents, bid documents, and construction administration services: CIP Project No. 21-S05-5; SPWD Contract No. 115109.				
	Term of Contract:	10/13/2022 - 06/30/2025	Contract # 26856			
21.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	LGA	OTHER: AGENCY FUNDED CIP	\$21,750	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides professional architectural/engineering services for the Nevada State Museum - Boulder City Railroad Museum Visitor Center Advance Planning CIP: CIP Project No. 22-A007-01; SPWD Contract No. 114678. This amendment increases the maximum amount from \$1,106,965 to \$1,128,715 due to additional railroad track design services needed.				
	Term of Contract:	04/12/2022 - 06/30/2025	Contract # 25740			
22.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	PURCELL ELECTRICAL PROF CROP PK ELECTRICAL, INC.	OTHER: AGENCY FUNDED CIP	\$21,500	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Complete Emergency Power Nevada Air National Guard Building 500 CIP project to include design phase services, design development and construction documents, bidding and permitting services, and construction administration services: CIP Project No. 23-A009; SPWD Contract No. 115094.				
	Term of Contract:	10/10/2022 - 06/30/2025	Contract # 26811			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
23.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	WOOD RODGERS, INC.	OTHER: AGENCY FUNDED CIP	\$24,500	Professional Service
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Parking Lot Design, Building 200, Nevada Air National Guard CIP project to include a topographic survey for the project site, design drawings, and site visits: CIP Project No. 22-A018; SPWD Contract No. 115068.				
	Term of Contract:	10/11/2022 - 06/30/2026	Contract # 26875			
24.	270	CANNABIS COMPLIANCE BOARD - MARIJUANA REGULATION AND CONTROL ACCOUNT	SMARTPLAY INTERNATIONAL, INC.	FEE: LICENSE	\$11,950	
	Contract Description:	This is a new contract to provide a digital draw system to randomly select applications for cannabis consumption lounge licenses.				
	Term of Contract:	09/20/2022 - 06/30/2023	Contract # 26791			
25.	300	DEPARTMENT OF EDUCATION - STUDENT AND SCHOOL SUPPORT	MANAGEMENT SERVICES FOR EDUCATION DATA	FEDERAL	\$32,000	
	Contract Description:	This is the first amendment to the original contract which provides a migrant student information online database system. This amendment extends the termination date from December 31, 2022 to December 31, 2024 and increases the maximum amount from \$32,000 to \$64,000 due to the continued need for these services.				
	Term of Contract:	01/01/2021 - 12/31/2024	Contract # 23761			
26.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - ARCHIVES AND PUBLIC RECORDS	AARON J BURKEL, DBA ANALOGUE IMAGING, LLC	GENERAL	\$34,100	
	Contract Description:	This is a new contract to provide a warranty and maintenance for a book scanner.				
	Term of Contract:	10/10/2022 - 10/09/2026	Contract # 26879			
27.	332	DEPARTMENT OF ADMINISTRATION - NEVADA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS - STATE LIBRARY	NEVADA HUMANITIES, INC.	FEDERAL	\$50,000	Sole Source
	Contract Description:	This is a new contract to provide ongoing administration of the Nevada Center Book Program.				
	Term of Contract:	10/11/2022 - 06/23/2023	Contract # 26798			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	333	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - NEVADA ARTS COUNCIL	HOTEL NEVADA & GAMBLING HALL, LTD	FEDERAL	\$14,917	
	Contract Description:	This is a new contract to provide lodging and event room space for the Nevada Basin to Range Exchange program conference.				
	Term of Contract:	10/06/2022 - 04/30/2023	Contract # 26862			
29.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	C THRU GLASS	GENERAL	\$18,000	
	Contract Description:	This is a new contract to provide ongoing glass repair and replacement services.				
	Term of Contract:	11/10/2022 - 11/09/2026	Contract # 26689			
30.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	CASHMAN EQUIPMENT COMPANY	GENERAL	\$49,999	
	Contract Description:	This is a new contract to provide scheduled maintenance services for backup generators.				
	Term of Contract:	09/23/2022 - 11/30/2025	Contract # 26687			
31.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	NEVADA FENCE, LLC	GENERAL	\$25,000	
	Contract Description:	This is a new contract to provide installation of fencing and gates, and maintenance of existing structures.				
	Term of Contract:	10/10/2022 - 09/30/2025	Contract # 26747			
32.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - HEALTH CARE FACILITIES REGULATION	ASSURED DOCUMENT DESTRUCTION, INC.	GENERAL	\$24,474	
	Contract Description:	This is a new contract to provide retrieval and storage of medical records.				
	Term of Contract:	02/01/2023 - 01/31/2027	Contract # 26686			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
33.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - HEALTH CARE FACILITIES REGULATION	ASSURED DOCUMENT DESTRUCTION, INC.	FEE: HEALTH FACILITY	\$6,282	
	Contract Description:	This is the first amendment to the original contract which provides retrieval and storage of medical records. This amendment increases the maximum amount from \$3,940.00 to \$10,222.45 due to the increased need for these services.				
		Term of Contract:	04/11/2019 - 01/31/2023	Contract # 21526		
34.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	TRILOGY INTEGRATED RESOURCES	FEDERAL	\$45,000	Sole Source
	Contract Description:	This is a new contract to provide data collection and reporting services.				
		Term of Contract:	03/01/2022 - 02/28/2025	Contract # 26587		
35.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - CHRONIC DISEASE	CARAHSOFT TECHNOLOGY	FEDERAL	\$49,763	
	Contract Description:	This is a new service agreement under Statewide contract #99SWC-NV18-421 which provides a platform for cloud services to manage existing social media profiles.				
		Term of Contract:	10/07/2022 - 05/31/2023	Contract # 26221		
36.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - FACILITY FOR THE MENTAL OFFENDER	ALSCO, INC. DBA AMERICAN LINEN	GENERAL	\$19,656	
	Contract Description:	This is a new contract to provide ongoing laundry services.				
		Term of Contract:	10/07/2022 - 06/30/2024	Contract # 26123		
37.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - RURAL CLINICS	CHAU PHAM, PLLC	GENERAL	\$29,750	
	Contract Description:	This is a new contract to provide child and adolescent psychiatry services.				
		Term of Contract:	09/23/2022 - 11/30/2022	Contract # 26761		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
38.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	KANSAS STATE UNIVERSITY RESEARCH FOUNDATION	FEDERAL	\$38,250	Sole Source
	Contract Description:	This is the second amendment to the original contract which provides ongoing Program Evaluation and Reporting System web-based data management services. This amendment extends the termination date from September 30, 2022 to September 30, 2023 and increases the maximum amount from \$73,750 to \$112,000 due to the continued need for these services.				
		Term of Contract:	05/01/2021 - 09/30/2023	Contract # 24114		
39.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	SPECIALIZED DELIVERY SERVICES	GENERAL 34% FEDERAL 66%	\$34,885	
	Contract Description:	This is a new contract to provide mail courier services.				
		Term of Contract:	10/01/2022 - 09/30/2026	Contract # 26805		
40.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ENERGY ASSISTANCE PROGRAM	SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY DBA ROSE FOUNDATION	OTHER: UNIVERSAL ENERGY CHARGE	\$12,000	
	Contract Description:	This is a new contract to provide ongoing Energy Assistance Program application assistance services for home energy benefits to low income and senior populations.				
		Term of Contract:	09/21/2022 - 06/30/2026	Contract # 26610		
41.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CHILDREN, YOUTH AND FAMILY ADMINISTRATION	ACTION FOR CHILD PROTECTION	FEDERAL	\$46,500	
	Contract Description:	This is the first amendment to the original contract which provides an assessment of the progress toward implementing the Safety Assessment and Family Evaluation model. This amendment extends the termination date from September 30, 2022 to June 30, 2023 and increases the maximum amount from \$28,800 to \$75,300 due to the continued need for these services.				
		Term of Contract:	12/13/2021 - 06/30/2023	Contract # 25144		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
42.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CHILDREN, YOUTH AND FAMILY ADMINISTRATION	FOSTER KINSHIP	FEDERAL	\$35,400	
		Contract Description: This is a new contract to provide training to relatives and fictive kin for the initial licensing requirements for foster care licensure.				
		Term of Contract:	09/29/2022 - 06/30/2026	Contract # 26601		
43.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	ADOPTION ADVOCATES, INC.	GENERAL 79% FEDERAL 21%	\$48,000	
		Contract Description: This is a new contract to provide ongoing federally mandated monthly family visits for children placed in a residential facility outside of Nevada.				
		Term of Contract:	09/23/2022 - 06/30/2026	Contract # 26579		
44.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NORTHERN NEVADA CHILD AND ADOLESCENT SERVICES	RENOWN MEDICAL SCHOOL ASSOCIATES NORTH, INC.	FEDERAL	\$86,944	Sole Source
		Contract Description: This is a new contract to provide ongoing psychiatric fellows supervision services.				
		Term of Contract:	10/01/2022 - 09/30/2024	Contract # 26375		
45.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	ACCO ENGINEERED SYSTEMS, INC.	GENERAL 59% FEDERAL 41%	\$23,710	
		Contract Description: This is a new contract to replace the boiler in Building 7.				
		Term of Contract:	09/28/2022 - 06/30/2023	Contract # 26594		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
46.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	ACE WORLD WIDE MOVING & STORAGE	GENERAL 59% FEDERAL 41%	\$33,680	
		Contract Description:	This is a new contract to provide ongoing moving and relocation services.			
		Term of Contract:	09/21/2022 - 07/31/2026	Contract # 26599		
47.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD AND ADOLESCENT SERVICES	GEN TECH OF NEVADA, INC.	GENERAL 59% FEDERAL 41%	\$12,572	
		Contract Description:	This is a new contract to provide ongoing maintenance services and emergency repairs on the generator.			
		Term of Contract:	09/27/2022 - 08/31/2026	Contract # 25780		
48.	431	OFFICE OF THE MILITARY	DIVERSIFIED THERMAL SERVICES, INC.	GENERAL 50% FEDERAL 50%	\$97,500	Exempt
		Contract Description:	This is a new contract to provide ongoing repair, inspections, and system updates for the heating, ventilation, air conditioning, and refrigeration controls at Nevada National Guard facilities in southern Nevada.			
		Term of Contract:	09/22/2022 - 08/31/2026	Contract # 26763		
49.	431	OFFICE OF THE MILITARY	ENGIN8, LLC	FEDERAL	\$18,000	Professional Service
		Contract Description:	This is a new contract to provide engineering design services for a plumbing project at the Las Vegas Readiness Center.			
		Term of Contract:	09/20/2022 - 09/30/2023	Contract # 26765		
50.	431	OFFICE OF THE MILITARY	SOUTHLAND INDUSTRIES	GENERAL 50% FEDERAL 50%	\$98,799	Exempt
		Contract Description:	This is a new contract to provide ongoing repair, inspections, and system updates for the heating, ventilation, air conditioning, and refrigeration controls at Nevada National Guard facilities.			
		Term of Contract:	09/22/2022 - 08/31/2026	Contract # 26764		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
51.	440	DEPARTMENT OF CORRECTIONS - OFFENDERS' STORE FUND	WILD WEST VENDING, LLC	REVENUE	\$10,762	
	Contract Description:	This is a new revenue contract to provide ongoing vending machine services for correctional facilities located in rural Nevada.				
	Term of Contract:	09/28/2022 - 10/31/2026	Contract # 26725			
52.	440	DEPARTMENT OF CORRECTIONS - WARM SPRINGS CORRECTIONAL CENTER	AMERICAN CHILLER SERVICE, INC.	GENERAL	\$19,500	
	Contract Description:	This is a new contract to provide a chiller and pump rental to cool the activities room.				
	Term of Contract:	07/01/2022 - 09/30/2022	Contract # 26559			
53.	500	COMMISSION ON MINERAL RESOURCES - DIVISION OF MINERALS	BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION OBO - UNIVERSITY OF NEVADA, RENO	FEE: MINING CLAIMS	\$38,232	Exempt
	Contract Description:	This is a new interlocal agreement to provide digitization and storage of Nevada's historic mining records, as well as have records available to the public.				
	Term of Contract:	09/20/2022 - 12/31/2023	Contract # 26820			
54.	550	DEPARTMENT OF AGRICULTURE - LIVESTOCK INSPECTION	EWELL EDUCATIONAL SERVICES, INC.	FEE: LIVESTOCK AND PLANT INSPECTION	\$27,146	Sole Source
	Contract Description:	This is the first amendment to the original contract which provides an automated web-based system for plant and livestock industry inspections, registrations, and fee collections. This amendment extends the termination date from October 30, 2022 to October 30, 2023 and increases the maximum amount from \$473,173.00 to \$500,319.19 due to the continued need for services.				
	Term of Contract:	10/31/2018 - 10/30/2023	Contract # 20852			
55.	550	DEPARTMENT OF AGRICULTURE - AGRICULTURE ADMINISTRATION	THOLL FENCE, INC.	GENERAL	\$16,440	
	Contract Description:	This is a new contract to provide replacement of an existing gate motor.				
	Term of Contract:	10/10/2022 - 02/28/2023	Contract # 26807			
56.	650	DEPARTMENT OF PUBLIC SAFETY - DIRECTOR'S OFFICE	ARCHIVESOCIAL, LLC	OTHER: COST ALLOCATION	\$31,874	
	Contract Description:	This is a new contract to provide social media archiving.				
	Term of Contract:	10/03/2022 - 08/31/2026	Contract # 26723			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
57.	651	DEPARTMENT OF PUBLIC SAFETY - NEVADA HIGHWAY PATROL DIVISION	BONNIE J WILLERS	HIGHWAY	\$18,000	
	Contract Description:	This is the first amendment to the original contract which provides professional assistance to optimize the capabilities of the vehicle fleet management system. This amendment increases the maximum amount from \$49,680 to \$67,680 due to the increased need for these services.				
	Term of Contract:	07/01/2019 - 06/30/2023	Contract # 21967			
58.	656	DEPARTMENT OF PUBLIC SAFETY - FIRE MARSHAL	FIRETREX, INC.	OTHER: TRANSFER FROM STATE EMERGENCY RESPONSE COMMISSION AND DEPARTMENT OF ENVIRONMENTAL PROTECTION	\$38,000	Sole Source
	Contract Description:	This is a new contract to provide hosting, maintenance, technical support, on-site training, and routine updates of the NV IMPACT system.				
	Term of Contract:	08/01/2022 - 07/31/2026	Contract # 26793			
59.	702	DEPARTMENT OF WILDLIFE - HABITAT	ALL STAR CUSTOM HAY, LLC	OTHER: SPORTSMEN 25% FEDERAL 75%	\$24,500	
	Contract Description:	This is a new contract to provide tractor rentals for rangeland and emergency wildfire restoration.				
	Term of Contract:	10/10/2022 - 12/31/2024	Contract # 26802			
60.	702	DEPARTMENT OF WILDLIFE - HABITAT	VYA CONSERVATION DISTRICT	FEE: HABITAT CONSERVATION	\$40,000	Exempt
	Contract Description:	This is a new interlocal agreement to provide a working mechanism to accomplish habitat improvement projects.				
	Term of Contract:	10/10/2022 - 09/30/2026	Contract # 26790			
61.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	ROAD RUNNERS CLUB OF AMERICA, LAKE TAHOE MARATHON EVENTS	REVENUE	\$10,000	
	Contract Description:	This is a new revenue contract to provide the vendor running events at Sand Harbor State Park.				
	Term of Contract:	10/14/2022 - 10/16/2022	Contract # 26794			
62.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS	WEDDINGS & EVENTS BY EMILY, LLC	REVENUE	\$10,000	
	Contract Description:	This is a new revenue contract to provide commercial wedding ceremonies within Valley of Fire State Park.				
	Term of Contract:	09/29/2022 - 12/31/2023	Contract # 26831			

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
63.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - MAINTENANCE OF STATE PARKS-NON-EXEC	B & T SALES & SERVICE, INC.	GENERAL 97.2% FEE: MAINTENANCE OF STATE PARKS 2.8%	\$82,317	
		Contract Description: This is a new contract to replace fuel pumps at Lahontan State Recreation Area.				
		Term of Contract:	09/26/2022 - 09/30/2023	Contract # 26815		
64.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - WATER RESOURCES	GANNETT FLEMING, INC.	GENERAL	\$98,280	Professional Service
		Contract Description: This is the fifth amendment to the original contract which provides professional engineering services for the safe management of South Fork Dam. This amendment increases the maximum amount from \$855,192 to \$953,472 due to the increased need for these services.				
		Term of Contract:	07/09/2019 - 07/01/2023	Contract # 22013		
65.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	CREICO ENTERPRISES, LLC	GENERAL	\$50,000	
		Contract Description: This is the first amendment to the original contract which provides preventative maintenance, emergency and non-emergency repairs, remodeling, and parts to facilities in northern Nevada. This amendment increases the maximum amount from \$45,000 to \$95,000 due to the increased need for these services.				
		Term of Contract:	12/10/2018 - 11/01/2022	Contract # 21323		
66.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - ADMINISTRATION	NEVADA DEPARTMENT OF WILDLIFE	REVENUE	\$80,000	Exempt
		Contract Description: This is the second amendment to the original revenue interlocal agreement which provides ongoing sharing of pilots and maintenance personnel. This amendment increases the maximum amount from \$80,000 to \$160,000 due to the increased need for these services.				
		Term of Contract:	09/16/2019 - 06/30/2023	Contract # 22200		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
67.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - NURSERIES	THRIVING ROOTS, LLC	GENERAL	\$90,000	
		Contract Description:	This is a new contract to provide emergency repairs to facilities at the Washoe Valley Nursery.			
		Term of Contract:	09/20/2022 - 09/30/2026	Contract # 26799		
68.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE LANDS - TAHOE MITIGATION-Non-Exec	IMPACT CONSTRUCTION	OTHER: EXCESS COVERAGE MITIGATION FUNDS	\$14,500	
		Contract Description:	This is a new contract to provide road excavation, compost, and land contouring services.			
		Term of Contract:	09/21/2022 - 09/15/2023	Contract # 26768		
69.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - OCCUPATIONAL SAFETY & HEALTH ENFORCEMENT	THE LAW OFFICES OF CHARLES R. ZEH, ESQ., LLC	OTHER: WORKERS' COMPENSATION & SAFETY FUND 84% FEDERAL 16%	\$31,807	Professional Service
		Contract Description:	This is the third amendment to the original contract which provides ongoing legal services to the Occupational Safety and Health Review Board. This amendment extends the termination date from September 30, 2022 to December 31, 2022 and increases the maximum amount from \$562,210 to \$594,017 due to the continued need for these services.			
		Term of Contract:	11/12/2019 - 12/31/2022	Contract # 21689		
70.	810	DEPARTMENT OF MOTOR VEHICLES - AUTOMATION	ADVANCED POWER PROTECTION INDUSTRIES	HIGHWAY	\$12,265	
		Contract Description:	This is a new contract to provide uninterruptable power supply battery replacement.			
		Term of Contract:	09/29/2022 - 04/30/2023	Contract # 26813		
71.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ANYTIME PLUMBING, LLC	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$15,000	
		Contract Description:	This is the second amendment to the original contract which provides ongoing regular and emergency plumbing services in southern Nevada. This amendment increases the maximum amount from \$30,000 to \$45,000 due to the increased need for these services.			
		Term of Contract:	12/01/2019 - 11/30/2023	Contract # 22259		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
72.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	POWELL WINDOW CLEANING	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$75,200	
	Contract Description:	This is a new contract to provide window cleaning, high dusting, and sidewalk power washing for the cafe and gift shop at the Hoover Dam.				
		Term of Contract:	09/23/2022 - 09/30/2026	Contract # 26823		
73.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION OBO - UNIVERSITY OF NEVADA, RENO	FEDERAL	\$13,333	Exempt
	Contract Description:	This is a new interlocal agreement to provide a wage survey to agriculture employers.				
		Term of Contract:	09/01/2022 - 12/31/2022	Contract # 26786		
74.	903	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - EQUAL RIGHTS COMMISSION	ARBITRATION AND MEDIATION SOLUTIONS, INC.	FEDERAL	\$24,048	
	Contract Description:	This is the first amendment to the original contract which provides arbitration and mediation services. This amendment extends the termination date from May 31, 2023 to May 31, 2024 and increases the maximum amount from \$48,096 to \$72,144 due to the continued need for these services.				
		Term of Contract:	06/15/2021 - 05/31/2024	Contract # 24075		
75.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	BERRY DUNN MCNEIL & PARKER, LLC DBA BERRYDUNN	FEE: CARRIER PREMIUM	\$19,350	
	Contract Description:	This is the first amendment to the original contract which provides annual independent audit services. This amendment increases the maximum amount from \$208,848 to \$228,198 due to the increased need for these services.				
		Term of Contract:	11/01/2020 - 11/01/2023	Contract # 23385		
76.	B006	LICENSING BOARDS AND COMMISSIONS - COSMETOLOGY	THE GRIFFIN COMPANY, LLC	FEE: LICENSURE	\$60,000	
	Contract Description:	This is a new contract to provide lobbying services.				
		Term of Contract:	10/17/2022 - 10/17/2023	Contract # 26857		

INFORMATION CONTRACT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
77.	B009	LICENSING BOARDS AND COMMISSIONS - FUNERAL AND CEMETERY SERVICES	NUMBERS, INC.	FEE: LICENSURE	\$16,800	Professional Service
	Contract Description:	This is a new contract to provide bookkeeping and payroll services.				
	Term of Contract:	10/01/2022 - 09/30/2024	Contract # 26816			
78.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	NANCY MOSS GHUSN	FEE: LICENSURE	\$45,000	Professional Service
	Contract Description:	This is a new contract to provide hearing officer services.				
	Term of Contract:	09/21/2022 - 12/31/2023	Contract # 26751			
79.	B015	LICENSING BOARDS AND COMMISSIONS - MEDICAL EXAMINERS	HALSTEAD LAW OFFICES, LLC	FEE: LICENSURE	\$30,000	Professional Service
	Contract Description:	This is the first amendment to the original contract which provides hearing officer services. This amendment extends the termination date from December 31, 2022 to February 28, 2023 due to the continued need for these services.				
	Term of Contract:	03/17/2021 - 02/28/2023	Contract # 24013			
80.	B036	LICENSING BOARDS AND COMMISSIONS - MASSAGE THERAPISTS	COULSON & ASSOCIATES, LTD	FEE: LICENSURE	\$10,000	
	Contract Description:	This is a new contract to provide audit services.				
	Term of Contract:	10/06/2022 - 12/31/2022	Contract # 26812			

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26827**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1030-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **POLSINELLI PC**Contractor Name: **POLSINELLI PC**Address: **900 W. 48TH PLACE, STE 900**City/State/Zip: **KANSAS CITY, MO 64112**Contact/Phone: **Alexander D. Boyd 816-572-4470**Vendor No.: **PENDING**NV Business ID: **NV20222550315**To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/28/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/01/2023**Contract term: **307 days**4. Type of contract: **Contract**Contract description: **Outside Counsel**

5. Purpose of contract:

This is a new contract to provide attorney consultation and forensic review for the Attorney General's Office on behalf of its client, Department of Taxation, related to privacy and data concerns across the United States.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department of Taxation is needing attorney consultation and forensic review related to privacy and data concerns across the United States. Counsel at the Attorney General's Office is licensed in Nevada but not across the states necessary for review for privacy and data notification laws.

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

State employees do not have this type of expertise.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

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

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Homa Woodrum, Sr. DAG Ph: 775-684-1132

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhoba2	09/19/2022 12:15:10 PM
Division Approval	jhoba2	09/19/2022 12:15:12 PM
Department Approval	jhoba2	09/19/2022 12:15:17 PM
Contract Manager Approval	Iramire7	09/19/2022 12:16:20 PM
Budget Analyst Approval	jpeat	09/28/2022 10:47:43 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **21759**Amendment
Number: **1**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: **TECHNICAL ASSOCIATES, INC.**Contractor Name: **TECHNICAL ASSOCIATES, INC.**Address: **PO BOX 1690**City/State/Zip **MECHANICSVILLE, VA 23116-1690**

Contact/Phone: Jennifer Dolen 804/272-5363

Vendor No.: T29041997A

NV Business ID: NV20101363660

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

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

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

Agency Reference #: 15468

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **06/13/2019**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **06/14/2023**Contract term: **4 years and 2 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is the first amendment to the original contract which provides expert witness and litigation support to the Bureau of Consumer Protection on issues relating to class cost allocations, distribution of revenues across classes and rate design matters relating to utility rate making and cost recovery proposals. This amendment increases the maximum amount from \$199,400 to \$244,400 due to the increased need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$199,400.00	\$199,400.00	\$199,400.00	Yes - Action
2. Amount of current amendment (#1):	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$244,400.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutory requirement to represent consumers' interests in matters before the Public Utilities Commission.

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

Expert assistance and advice that is not available in State agencies is required by the Bureau of Consumer Protection to adequately protect the public interest.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

This contractor was chosen for their experience, expertise, availability and their previous most satisfactory service.

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

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

May 13, 2014 through May 17, 2018 and June 13, 2019 through the present for the Bureau of Consumer Protection and its quality of service has been verified as most 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	hrobinso	08/25/2022 14:20:47 PM
Division Approval	hrobinso	08/25/2022 14:20:52 PM
Department Approval	hrobinso	09/06/2022 08:14:47 AM
Contract Manager Approval	pmcco1	09/06/2022 12:32:49 PM
Budget Analyst Approval	jcoope8	09/20/2022 11:39:55 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26853**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1042-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CITY OF LAS VEGAS DETENTION AND ENFORCEMENT**Contractor Name: **CITY OF LAS VEGAS DETENTION AND ENFORCEMENT**Address: **3300 STEWART AVE**City/State/Zip: **LAS VEGAS, NV 89101**Contact/Phone: **702-229-5916**

Vendor No.:

NV Business ID: **GOVERNMENT ENTITY**To what State Fiscal Year(s) will the contract be charged? **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 % REVENUE
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 **07/01/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **Yes**

If "Yes", please explain

We are requesting this contract to be retroactive to July 1, 2022 due to the Appriss Insights contract being approved late in June and the delayed turnaround time from the Clark County Detention Center.

3. Termination Date: **06/30/2023**Contract term: **364 days**4. Type of contract: **Revenue Contract**Contract description: **VINE Systems**

5. Purpose of contract:

This is a new Interlocal Revenue contract to provide for the Automated Victim Information and Notification System (VINE). The public safety entities that utilize this system will cost share with the Office of the Attorney General.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The VINE system is utilized by several counties and public safety entities. The agencies that use this system will share the cost for the operation of this system.

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

State employees are not needed for work on this contract

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	jhoba2	09/27/2022 10:39:22 AM
Division Approval	jhoba2	09/27/2022 10:39:24 AM
Department Approval	jhoba2	09/27/2022 10:39:27 AM
Contract Manager Approval	Iramire7	09/27/2022 10:54:17 AM
Budget Analyst Approval	jpeat	10/05/2022 10:07:41 AM

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Solicitor General

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701

MEMORANDUM

Date: September 27, 2022

To: Jennifer Hamilton, Executive Branch Budget Officer
Governor's Finance Office

From: Lesley Volkov, Management Analyst II

Subject: Retroactive Approval for contract #26853 City of Las Vegas
Detention and Enforcement

We are requesting this contract to be retroactive to July 1, 2022 due to the Appriss Insights contract being approved late in June and the delayed turnaround time from the City of Las Vegas Detention and Enforcement.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26826**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1042-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Clark County Detention Center

Contractor Name: **Clark County Detention Center**Address: **330 South Casino Center Blvd**City/State/Zip: **Las Vegas, NV 89101**

Contact/Phone: LEAH ANDERSON 702-671-8100

Vendor No.:

NV Business ID: GOVERNMENT ENTITY

To what State Fiscal Year(s) will the contract be charged? **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 % revenue
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/23/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **Yes**

If "Yes", please explain

We are requesting this contract to be retroactive to July 1, 2022 due to the Appriss Insights contract being approved late in June and the delayed turnaround time from the Clark County Detention Center.

3. Termination Date: **06/30/2023**Contract term: **280 days**4. Type of contract: **Revenue Contract**Contract description: **VINE Systems**

5. Purpose of contract:

This is a new Interlocal Revenue contract to provide for the Automated Victim Information and Notification System (VINE). The public safety entities that utilize this system will cost share with the Office of the Attorney General.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The VINE system is utilized by several counties and public safety entities. The agencies that use this system will share the cost for the operation of this system.

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

State employees are not needed for work on this contract

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	jhoba2	09/20/2022 12:13:30 PM
Division Approval	jhoba2	09/20/2022 12:13:33 PM
Department Approval	jhoba2	09/20/2022 12:13:36 PM
Contract Manager Approval	Iramire7	09/20/2022 13:21:29 PM
Budget Analyst Approval	jpeat	09/23/2022 08:19:28 AM

AARON D. FORD
Attorney General

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First Assistant Attorney General

CHRISTINE JONES BRADY
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HEIDI PARRY STERN
Solicitor General

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701

MEMORANDUM

Date: September 16, 2022

To: Jennifer Hamilton, Executive Branch Budget Officer
Governor's Finance Office

From: Lesley Volkov, Management Analyst II

Subject: Retroactive Approval for contract #26826 Clark County Detention Center

We are requesting this contract to be retroactive to July 1, 2022 due to the Appriss Insights contract being approved late in June and the delayed turnaround time from the Clark County Detention Center.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26809**

Agency Name:	SECRETARY OF STATE'S OFFICE	Legal Entity Name:	CARASOFT TECHNOLOGY CORPORATION
Agency Code:	040	Contractor Name:	CARASOFT TECHNOLOGY CORPORATION
Appropriation Unit:	1050-11	Address:	11493 SUNSET HILLS RD STE 100
Is budget authority available?:	Yes	City/State/Zip	RESTON, VA 20190-5230
If "No" please explain:	Not Applicable	Contact/Phone:	703/871-8500
		Vendor No.:	PUR0004357
		NV Business ID:	NV20151127305

To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/27/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2024**Contract term: **2 years and 96 days**4. Type of contract: **Other (include description): MSA Work Plan**Contract description: **Voter Cure Process**

5. Purpose of contract:

This is a new work plan under Master Service Agreement contract #99SWC-NV18-421. This work plan will provide a voter signature curing process, to provide a uniform resource to county registrars, to protect the integrity of the Nevada voting process.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Secretary of State, in close collaboration with the Governor, Attorney General, and county elections officials, decided to transition to an all mail-in ballot primary election as part of the statewide response to the COVID-19 pandemic. As Nevadans are not accustomed to an all mail-in ballot election, the Secretary of State and Elections Division are making a rapid and substantial effort to ensure that voters have access to the information needed to confidently and safely participate in Nevada elections. The services provided by Carahsoft will enable Nevadans to quickly validate their signatures on their mail-in ballot using their mobile phones.

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 skills or expertise to provide this platform.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? 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 is a statewide contract procured by the State Purchasing Division.

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	09/13/2022 07:57:34 AM
Division Approval	shudder	09/13/2022 07:57:38 AM
Department Approval	shudder	09/13/2022 07:57:43 AM
Contract Manager Approval	adale	09/13/2022 08:05:18 AM
EITS Approval	ljea	09/13/2022 09:26:59 AM
Budget Analyst Approval	thick2	09/27/2022 10:11:02 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26810**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1050-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HIGH DESERT MICROIMAGING, INC.**Contractor Name: **HIGH DESERT MICROIMAGING, INC.**Address: **1344 DISC DRIVE #404**City/State/Zip: **SPARKS, NV 89436-0684**Contact/Phone: **Faisal Khan 775-359-6980**Vendor No.: **T81085507**NV Business ID: **NV19951110096**To what State Fiscal Year(s) will the contract be charged? **2023**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/20/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **283 days**4. Type of contract: **Contract**Contract description: **Scanner Maintenance**

5. Purpose of contract:

This is a new contract which provides quarterly maintenance of scanners for use with the Cenuity Corporate and Notary Filing systems.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,675.00****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 the 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):

Precision Document Imaging
High Sierra Business Systems
High Desert Microimaging

b. Solicitation Waiver: **Not Applicable**

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

This vendor agreed to the scope of work required by the SOS and their pricing was competitive.

d. Last bid date: 08/01/2022 Anticipated re-bid date: 08/01/2026

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? 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	dbowma1	09/14/2022 14:11:37 PM
Division Approval	dbowma1	09/14/2022 14:11:40 PM
Department Approval	dbowma1	09/14/2022 14:11:47 PM
Contract Manager Approval	adale	09/14/2022 14:26:06 PM
EITS Approval	ljea	09/15/2022 07:21:25 AM
Budget Analyst Approval	jpeat	09/20/2022 10:13:40 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26890**Agency Name: **ADMIN - DIVISION OF HUMAN
RESOURCE MANAGEMENT**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **THE SIMMONS GROUP**Contractor Name: **THE SIMMONS GROUP**Address: **6841 S EASTERN AVE STE 103**City/State/Zip: **Las vegas, NV 89119-0001**Contact/Phone: **702/492-5334**Vendor No.: **T32009595**NV Business ID: **T32009595**To what State Fiscal Year(s) will the contract be charged? **2023**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/11/2022**Contract term: **61 days**4. Type of contract: **Contract**Contract description: **Investigation Serv.**

5. Purpose of contract:

This is a new contract to provide human resources investigation services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Title IV Complaint Investigation

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

Staff workload and timing necessary to complete the investigation

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):

Simmons Group LLC

Simons, Hall, Johnston
Christensen Law Group, Ltd.b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 10/06/2022 Anticipated re-bid date: 12/11/2022

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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, this contractor has performed work for DHRM from FY21 through FY22. Performance has been satisfactory.

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

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

Not Applicable

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

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:

Mandee Bowsmith, Interim Administrator Ph: (775) 354-3635

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mtum1	10/11/2022 11:03:21 AM
Division Approval	mtum1	10/11/2022 11:03:25 AM
Department Approval	mtum1	10/11/2022 11:03:29 AM
Contract Manager Approval	mtum1	10/11/2022 11:05:57 AM
Budget Analyst Approval	agarland	10/11/2022 12:33:00 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26711**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: **AMERICAN CHILLER SERVICE INC**Contractor Name: **AMERICAN CHILLER SERVICE INC**Address: **ACS
PO BOX 1887**City/State/Zip: **RANCHO CORDOVA, CA 95741**Contact/Phone: **BEN BARLOW 775/322-9900**Vendor No.: **PUR0005542A**NV Business ID: **NV19921063155**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Building Rental Income Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/05/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **3 years and 269 days**4. Type of contract: **Contract**Contract description: **HVAC Maintenance**

5. Purpose of contract:

This is a new contract to provide ongoing chiller maintenance and repair, cooling tower maintenance and repair, and equipment rentals for emergency chiller failures

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$46,790.28**

Other basis for payment: Labor rates 8-5, M-F \$140/per hr; Overtime & weekends \$210/per hr; Holidays \$280/per hr/Trip charge \$125/per day

II. JUSTIFICATION

7. What conditions require that this work be done?

Maintenance of the chillers extends the life of the equipment, the operational efficiency and reduces equipment failures.

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

Amount requested is based on the lowest bids received

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):

**Gardner Engineering
American Chiller
Nevada Chiller & Boiler**

b. Solicitation Waiver: **Not Applicable**

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

best price

d. Last bid date: 07/12/2022 Anticipated re-bid date: 07/12/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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, with Buildings & Grounds

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

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

Not Applicable

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

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:

Shiyann Living, PO 1 Ph: 702-486-5360

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	08/20/2022 16:44:51 PM
Division Approval	jkidd	09/01/2022 10:59:33 AM
Department Approval	ssands	09/28/2022 07:51:48 AM
Contract Manager Approval	ssands	10/05/2022 10:25:19 AM
Budget Analyst Approval	jpeat	10/05/2022 10:28:41 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26839**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: Braswell Community, LLC
Agency Code: 082	Contractor Name: Braswell Community, LLC
Appropriation Unit: 1349-12	Address: DBA Gorilla Property Services 3789 Via Gaetano
Is budget authority available?: Yes	City/State/Zip: Henderson , NV 89052
If "No" please explain: Not Applicable	Contact/Phone: Rod Braswell 616/337-5481
	Vendor No.: T32012993
	NV Business ID: NV20191608956

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Buildings and Grounds Rental Income

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **Pest Control**

5. Purpose of contract:

This is a new contract to provide on-going roof cleaning and pigeon waste clean up to the Grant Sawyer Building in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,168.00**

Payment for services will be made at the rate of \$22,792.00 per Fiscal Year

Other basis for payment: \$5,698.00 Quarterly, FY23 \$22,792.00, FY24 \$22,792.00, FY25 \$22,792.00, FY26 \$22,792.00

II. JUSTIFICATION

7. What conditions require that this work be done?

All state property is required by NRS 555 to provide pest control.

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

Buildings and Grounds does not have the manpower or expertise to perform these duties.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

The Roof Doctor
Gorilla Property Service
We Clean, You Lean
All State Roofing
Elite Las Vegas Roofing
Pressure Solutions
Pigeon B Gone
Complete Pigeon Control
Sunbuff Solutions

b. Solicitation Waiver: **Not Applicable**

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

Amount requested is based on lowest bid received.

d. Last bid date: 08/05/2022 Anticipated re-bid date: 08/05/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

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

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	09/26/2022 11:50:11 AM
Division Approval	jkidd	09/29/2022 08:36:50 AM
Department Approval	ssands	10/06/2022 14:39:28 PM
Contract Manager Approval	ssands	10/06/2022 14:39:36 PM
Budget Analyst Approval	jpeat	10/10/2022 13:54:32 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **22180**Amendment Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **CAPITAL GLASS INC**Agency Code: **082**Contractor Name: **CAPITAL GLASS INC**Appropriation Unit: **1349-12**Address: **2951 N DEER RUN RD STE 1**Is budget authority available?: **Yes**City/State/Zip: **CARSON CITY, NV 89701-1467**

If "No" please explain: Not Applicable

Contact/Phone: **Lynn Weber 775/883-6401**Vendor No.: **T80316580**NV Business ID: **NV19671000768**To what State Fiscal Year(s) will the contract be charged? **2020-2024**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Buildings and Grounds Rental Income

Agency Reference #: **ASD 2832575**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/19/2019**Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **08/31/2023**Contract term: **4 years and 13 days**4. Type of contract: **Contract**Contract description: **Glass Repair**

5. Purpose of contract:

This is the first amendment to the original contract which provides ongoing glass door repairs and installation, replacement and installation of glass windows, and glazing work for various state-owned buildings throughout Nevada. This amendment increases the maximum amount from \$26,696.30 to \$40,696.30 due to unanticipated repairs and continued need for this service.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$26,696.30	\$26,696.30	\$26,696.30	Yes - Info
2. Amount of current amendment (#1):	\$14,000.00	\$14,000.00	\$40,696.30	Yes - Info
3. New maximum contract amount:	\$40,696.30			

II. JUSTIFICATION

7. What conditions require that this work be done?

Buildings, rooms, basements, floors, windows, furniture, and appurtenances are to be kept clean, orderly and presentable as befitting public property.

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

Lack of personnel and expertise

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

per SAM0338.0 each contractor will be contacted to submit bids on projects. Capital Glass is a Nevada Public Works Board Contractor and pursuant to NRS 338.13862, Building and Grounds is using a Public Works Board prequalified vendor

d. Last bid date: 06/01/2019 Anticipated re-bid date: 06/01/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	jpierro1	09/22/2022 13:15:33 PM
Division Approval	jkidd	09/23/2022 11:48:35 AM
Department Approval	ssands	10/06/2022 14:33:48 PM
Contract Manager Approval	ssands	10/06/2022 14:33:57 PM
Budget Analyst Approval	jpeat	10/10/2022 13:46:17 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26661**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: Holland Waterproofing
Agency Code: 082	Contractor Name: Holland Waterproofing
Appropriation Unit: 1349-14	Address: 1380 Greg Street, #222
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: Cody Wicks 775-813-9778
	Vendor No.: PENDING
	NV Business ID: NV20031272390

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/30/2023**Contract term: **131 days**4. Type of contract: **Contract**Contract description: **Repair elevator pits**

5. Purpose of contract:

This is a new contract to seal the north and south passenger elevator pits at the Nevada State Library & Archives in Carson City. The project summary and scope of work are Attachment AA.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,795.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

CAT14-FY22-018 Provides stability and waterproof coating in the pit area to prevent further damage.

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

Buildings and Grounds do not have the manpower, expertise, or materials and equipment to facilitate this need.

9. Were quotes or proposals solicited?

Yes

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

Yes

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

Cassidy Coatings
Madole Construction
Holland Water Proofingb. Solicitation Waiver: **Not Applicable**

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

Best price

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Cheryl Warren, Custodial Supv III Ph: 775-684-1809

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	08/02/2022 19:34:17 PM
Division Approval	jkidd	09/09/2022 16:06:31 PM
Department Approval	ssands	09/13/2022 08:58:01 AM
Contract Manager Approval	ssands	09/13/2022 08:58:54 AM
Budget Analyst Approval	jpeat	09/21/2022 10:43:24 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26803**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JMA CONSTRUCTION COMPANY, INC.**Contractor Name: **JMA CONSTRUCTION COMPANY, INC.**Address: **1361 E APPION WAY**City/State/Zip: **CARSON CITY , NV 89701**Contact/Phone: **Joseph Alotta 775/882-6347**Vendor No.: **T29045978**NV Business ID: **NV20031254722**To what State Fiscal Year(s) will the contract be charged? **2023**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Buildings and Grounds Rental Income

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/28/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/01/2023**Contract term: **154 days**4. Type of contract: **Contract**Contract description: **Basement Repair**

5. Purpose of contract:

This is a new contract to provide the restore and reconstruct of the Capitol Buildings basement. Replace wall mount quad electrical outlets, fill cracks, joints, seal concrete wall, reinsulate, and reinstall wallboard. OCA CAT14-FY23-023

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,144.00**

Payment for services will be made at the rate of \$23,144.00 per Fiscal Year

Other basis for payment: FY23 \$23,144.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Remediation of mold is complete. Total rebuild needs to be completed for tenants to move back into office area.

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

Buildings and Grounds does not have the tools, materials and manpower needed to complete this project.

9. Were quotes or proposals solicited?

No

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

No

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

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 338

d. Last bid date: 08/30/2022 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

David Van Ornum, Facility Supervisor 3 Ph: 775-684-1800

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	09/09/2022 13:48:07 PM
Division Approval	jkidd	09/09/2022 16:30:12 PM
Department Approval	ssands	09/19/2022 09:38:42 AM
Contract Manager Approval	kterr1	09/19/2022 10:03:20 AM
Budget Analyst Approval	jpeat	09/28/2022 09:56:00 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26804**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JMA CONSTRUCTION COMPANY, INC.**Contractor Name: **JMA CONSTRUCTION COMPANY, INC.**Address: **1361 E. APPION WAY**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **Joseph Alotta 775/882-6347**Vendor No.: **T29045978**NV Business ID: **NV20031254722**To what State Fiscal Year(s) will the contract be charged? **2023**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Buildings and Grounds Rental Income

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/01/2023**Contract term: **161 days**4. Type of contract: **Contract**Contract description: **Stairway Repair**

5. Purpose of contract:

This is a new contract to provide repairs to the Supreme Court front entrance stairways. Remove failed caulking from concrete panels, install new backer rod, caulk joints, and tool sealant. OCA CAT14-FY22-030

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Payment for services will be made at the rate of \$24,000.00 per Fiscal Year

Other basis for payment: FY23 \$24,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This project will provide for the sealing of joints and the exterior tilt-up concrete building panels to prevent water infiltration behind the panels which will degrade the mounting hardware.

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

Buildings and Grounds does not have the tools, materials and manpower needed to complete this project.

9. Were quotes or proposals solicited?

No

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

No

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

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 338

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

David Van Ornum , Facility Supervisor 3 Ph: 775-690-4526

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	09/09/2022 14:57:04 PM
Division Approval	jkidd	09/09/2022 16:30:51 PM
Department Approval	ssands	09/19/2022 09:47:14 AM
Contract Manager Approval	kterr1	09/19/2022 10:51:31 AM
Budget Analyst Approval	jpeat	09/21/2022 15:28:36 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26864**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1349-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JMA CONSTRUCTION COMPANY, INC.**Contractor Name: **JMA CONSTRUCTION COMPANY, INC.**Address: **1361 E. APPION WAY**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **Joseph Alotta 775/882-6347**Vendor No.: **T29045978**NV Business ID: **NV20031254722**To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Buildings and Grounds Rental Income

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/01/2023**Contract term: **356 days**4. Type of contract: **Contract**Contract description: **Basement Repair**

5. Purpose of contract:

This is a new contract to provide the restoration and reconstruction of the south basement of the Attorney Generals building complex. OCA CAT14-FY23-024

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,300.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Remediation is complete. Reconstruction needs to be completed for tenants to move back into office area.

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

Buildings and Grounds does not have the tools, materials and manpower needed to complete this project.

9. Were quotes or proposals solicited?

No

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

No

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

NRS 338

d. Last bid date: 09/26/2022 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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 contracted (September 2022) with Buildings and Grounds with satisfactory performance.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

David Van Ornum, Facility Supervisor III Ph: 775-684-1800

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpierro1	09/29/2022 16:55:45 PM
Division Approval	jkidd	10/05/2022 10:02:57 AM
Department Approval	ssands	10/06/2022 14:38:34 PM
Contract Manager Approval	ssands	10/06/2022 14:38:38 PM
Budget Analyst Approval	jpeat	10/10/2022 13:35:43 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **25214**Amendment Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **BJG ARCHITECTURE & ENGINEERING**Agency Code: **082**Contractor Name: **BJG ARCHITECTURE & ENGINEERING**Appropriation Unit: **1510-78**Address: **675 W. MOANA LN., STE. 107**Is budget authority available?: **Yes**City/State/Zip: **RENO, NV 89509**

If "No" please explain: Not Applicable

Contact/Phone: **775-827-1010**Vendor No.: **T27040813**NV Business ID: **NV19921042277**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 %	X Bonds	91.00 %
Highway Funds	0.00 %	X Other funding	9.00 % AGENCY FUNDS

Agency Reference #: **114542**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2021**Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2025**Contract term: **3 years and 198 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural/engineering services for the Great Basin College Welding Lab and Renovation CIP project: CIP Project No. 21-C12; SPWD Contract No. 114542. This amendment increases the maximum amount from \$417,660.00 to \$437,660.00 due to additional construction documents and construction administration services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$417,660.00	\$417,660.00	\$417,660.00	Yes - Action
2. Amount of current amendment (#1):	\$20,000.00	\$20,000.00	\$20,000.00	Yes - Info
3. New maximum contract amount:	\$437,660.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2021 Leg approved CIP

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

Capital Improvement Program (CIP) consultants are selected based on their ability to provide professional engineering design and architectural services to SPWD in support of the state engineering services provided to approved CIPs.

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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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. SPWD, and currently with satisfactory results.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	09/27/2022 11:12:05 AM
Division Approval	nmann	09/27/2022 11:12:14 AM
Department Approval	nmann	09/27/2022 11:12:26 AM
Contract Manager Approval	lwildes	09/27/2022 12:54:40 PM
Budget Analyst Approval	thick2	10/06/2022 08:18:26 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **24712**Amendment Number: **1**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Legal Entity Name: **BROADBENT & ASSOCIATES, INC.**Agency Code: **082**Contractor Name: **BROADBENT & ASSOCIATES, INC.**Appropriation Unit: **1535-53**Address: **8 W PACIFIC AVENUE**Is budget authority available?: **Yes**City/State/Zip: **HENDERSON, NV 89015**

If "No" please explain: Not Applicable

Contact/Phone: **702-563-0600**Vendor No.: **T80989610B**NV Business ID: **NV19891031637**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 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **114236**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/06/2021**Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2025**Contract term: **3 years and 268 days**4. Type of contract: **Contract**Contract description: **Arch / Eng**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural/engineering services for the Caliente Youth Center - Irrigation Well Rehabilitation CIP: CIP Project No. 21-M02-13; SPWD Contract No. 114236. This amendment increases the maximum amount from \$40,000.00 to \$56,473.69 due to additional cost for design submittals.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$40,000.00	\$40,000.00	\$40,000.00	Yes - Info
2. Amount of current amendment (#1):	\$16,473.69	\$16,473.69	\$56,473.69	Yes - Info
3. New maximum contract amount:	\$56,473.69			

II. JUSTIFICATION

7. What conditions require that this work be done?

2021 Leg Approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering 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. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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. SPWD, and currently with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	09/07/2022 16:20:33 PM
Division Approval	nmann	09/07/2022 16:20:49 PM
Department Approval	nmann	09/07/2022 16:21:00 PM
Contract Manager Approval	lwildes	09/08/2022 07:42:29 AM
Budget Analyst Approval	klay0	09/21/2022 12:14:14 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: **25018** Amendment Number: **2**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **TATE SNYDER KIMSEY ARCHITECTS, LTD DBA TSK**

Agency Code: **082** Contractor Name: **TATE SNYDER KIMSEY ARCHITECTS, LTD DBA TSK**

Appropriation Unit: **1558-16** Address: **314 S. WATER ST.**

Is budget authority available?: **Yes** City/State/Zip: **HENDERSON, NV 89015-7311**

If "No" please explain: Not Applicable Contact/Phone: **702-456-3000**

Vendor No.: **T80883470**

NV Business ID: **NV20212004081**

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 %

Agency Reference #: **114488**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/09/2021**

Anticipated BOE meeting date **10/2022**

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2025**Contract term: **3 years and 233 days**4. Type of contract: **Contract**
Contract description: **Arch/Eng**

5. Purpose of contract:

This is the second amendment to the original contract which provides professional architectural/engineering services for the Department of Motor Vehicles -Silverado Ranch Advance Planning CIP project No. 21-P06; SPWD Contract No. 114488. This amendment increases the maximum amount from \$3,951,300.00 to \$3,968,800.00 due to additional tenant improvements needed to complete the project.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$3,898,300.00	\$3,898,300.00	\$3,898,300.00	Yes - Action
a. Amendment 1:	\$53,000.00	\$53,000.00	\$53,000.00	Yes - Info
2. Amount of current amendment (#2):	\$17,500.00	\$17,500.00	\$70,500.00	Yes - Info
3. New maximum contract amount:	\$3,968,800.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2021 Leg approved CIP

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

Capital Improvement Program. Consultants are selected based on their ability to provide design and Professional Architectural/Engineering 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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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. SPWD, and currently with satisfactory results.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	09/09/2022 14:25:59 PM
Division Approval	nmann	09/09/2022 14:26:13 PM
Department Approval	nmann	09/09/2022 14:26:26 PM
Contract Manager Approval	lwildes	09/09/2022 14:34:34 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: **25192** Amendment Number: **2**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **VAN WOERT BIGOTTI ARCHITECTS**

Agency Code: **082** Contractor Name: **VAN WOERT BIGOTTI ARCHITECTS**

Appropriation Unit: **1558-13** Address: **1400 S. VIRGINIA ST. SUITE C**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89502-2836**

If "No" please explain: Not Applicable Contact/Phone: **775-328-1010**

Vendor No.: **T60080600**

NV Business ID: **NV19781005709**

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 %	X Bonds	67.00 %
X Highway Funds	33.00 %	Other funding	0.00 %

Agency Reference #: 114536

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2021**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2025**Contract term: **3 years and 198 days**4. Type of contract: **Contract**
Contract description: **Arch/Eng**

5. Purpose of contract:

This is the second amendment to the original contract which provides professional architectural/engineering services for the Department of Public Safety Headquarters Building Advance Planning CIP project: CIP Project No. 21-P04, SPWD Contract No. 114536. This amendment increases the maximum amount from \$507,600.00 to \$556,400.00 due to added toxicology lab programming to the existing scope.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$456,600.00	\$456,600.00	\$456,600.00	Yes - Action
a. Amendment 1:	\$51,000.00	\$51,000.00	\$51,000.00	Yes - Info
2. Amount of current amendment (#2):	\$48,800.00	\$48,800.00	\$99,800.00	Yes - Info
3. New maximum contract amount:	\$556,400.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

2021 Leg approved CIP

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

Capital Improvement Program (CIP) consultants are selected based on their ability to provide professional engineering design and architectural services to SPWD in support of the state engineering services provided to approved CIPs.

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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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. With SPWD, with satisfactory results.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	09/14/2022 11:51:32 AM
Division Approval	nmann	09/14/2022 11:51:53 AM
Department Approval	nmann	09/14/2022 11:52:10 AM
Contract Manager Approval	lwildes	09/14/2022 11:59:25 AM
Budget Analyst Approval	thick2	09/20/2022 15:02:48 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26858**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	PAUL CAVIN ARCHITECT, LLC
Agency Code:	082	Contractor Name:	PAUL CAVIN ARCHITECT, LLC
Appropriation Unit:	1585-71	Address:	1575 DELUCCHI LANE SUITE 120
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89502
If "No" please explain:	Not Applicable	Contact/Phone:	775-284-7083
		Vendor No.:	T29033842
		NV Business ID:	NV20131182382

To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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 %	X Bonds	93.00 %
Highway Funds	0.00 %	X Other funding	7.00 % Agency Funds

Agency Reference #: 115112

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2025**Contract term: **2 years and 261 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 Air Quality and Vapor Barrier, Various Buildings (Stewart Facility) CIP project to include design development and drawings, bid assistance, and construction administration: CIP Project No. 21-S06-3; SPWD Contract No. 115112.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

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

II. JUSTIFICATION

7. What conditions require that this work be done?

2021 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 (CIP) consultants are selected based on their ability to provide professional engineering design and architectural services to SPWD in support of the state engineering services provided to approved CIPs.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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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. SPWD, and currently with satisfactory results.

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

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

Not Applicable

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

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:

Chaney, Dustin, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	10/11/2022 15:39:31 PM
Division Approval	nmann	10/11/2022 15:39:34 PM
Department Approval	nmann	10/11/2022 15:39:36 PM
Contract Manager Approval	lwildes	10/12/2022 07:54:12 AM
Budget Analyst Approval	rrossum	10/13/2022 11:46:19 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26856**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: RESOURCE CONCEPTS, INC.
Agency Code: 082	Contractor Name: RESOURCE CONCEPTS, INC.
Appropriation Unit: 1585-70	Address: 340 N. MINNESOTA ST.
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89703-4152
If "No" please explain: Not Applicable	Contact/Phone: 775-883-1600
	Vendor No.: T12785100
	NV Business ID: NV19781005208

To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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 %	X Bonds	66.00 %
Highway Funds	0.00 %	X Other funding	34.00 % Agency funded project

Agency Reference #: 115109

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2025**Contract term: **2 years and 261 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 Pavement Preservation, Northern Nevada Veterans Memorial Cemetery CIP project to include construction documents, bid documents, and construction administration services: CIP Project No. 21-S05-5; SPWD Contract No. 115109.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,250.00**

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

II. JUSTIFICATION

7. What conditions require that this work be done?

2021 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 (CIP) consultants are selected based on their ability to provide professional engineering design and architectural services to SPWD in support of the state engineering services provided to approved CIPs.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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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. SPWD, and currently with satisfactory results.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Rife, Mike, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	10/11/2022 14:33:33 PM
Division Approval	nmann	10/11/2022 14:33:38 PM
Department Approval	nmann	10/11/2022 14:33:41 PM
Contract Manager Approval	lwildes	10/12/2022 07:55:01 AM
Budget Analyst Approval	jpeat	10/13/2022 09:13:11 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **25740**Amendment Number: **1**Legal Entity Name: **LGA**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Contractor Name: **LGA**Agency Code: **082**Address: **241 W.CHARLESTON BLVD.
SUITE 107**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**City/State/Zip: **LAS VEGAS, NV 89102-2592**

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 2941, expenditure category 15, Construction Planning & Admin.

Contact/Phone: **702-263-7111**Vendor No.: **T27041309**NV Business ID: **NV19861005290**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 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency Funded

Agency Reference #: **114678**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2022**Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2025**

Termination Date:

Contract term: **3 years and 80 days**4. Type of contract: **Contract**Contract description: **Arch/Eng**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional architectural/engineering services for the Nevada State Museum - Boulder City Railroad Museum Visitor Center Advance Planning CIP: CIP Project No. 22-A007-01; SPWD Contract No. 114678. This amendment increases the maximum amount from \$1,106,965.00 to \$1,128,715.00 due to additional railroad track design services needed.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,106,965.00	\$1,106,965.00	\$1,106,965.00	Yes - Action
2. Amount of current amendment (#1):	\$21,750.00	\$21,750.00	\$21,750.00	Yes - Info
3. New maximum contract amount:	\$1,128,715.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

"Agency Submitted Application" - Division of Museums and History.

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

Capital Improvement Program (CIP) consultants are selected based on their ability to provide professional engineering design and architectural services to SPWD in support of the state engineering services provided to approved CIPs.

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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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. SPWD, and currently with satisfactory results.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	10/11/2022 15:52:34 PM
Division Approval	nmann	10/11/2022 15:52:40 PM

Department Approval	nmann	10/11/2022 15:52:47 PM
Contract Manager Approval	lwildes	10/13/2022 09:10:16 AM
Budget Analyst Approval	jpeat	10/13/2022 09:31:05 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26811**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 3650, expenditure category 10, Army Facility.

Legal Entity Name: **PURCELL ELECTRICAL PROF CROP PK ELECTRICAL INC**Contractor Name: **PURCELL ELECTRICAL PROF CROP PK ELECTRICAL INC**Address: **681 SIERRA ROSE DR. STE. B**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? **2023-2025**

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 % Agency funded CIP

Agency Reference #: **115094**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2022**Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2025**Contract term: **2 years and 264 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 Complete Emergency Power Nevada Air National Guard Building 500 CIP project to include design phase services, design development and construction documents, bidding and permitting services, and construction administration service: CIP Project No. 23-A009; SPWD Contract No. 115094.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,500.00**

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 - Nevada Air National Guard

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

Capital Improvement Program (CIP) consultants are selected based on their ability to provide professional engineering design and architectural services to SPWD in support of the state engineering services provided to approved CIPs.

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. a. Does the contract contain any IT components? No
 b. Is the contract part of an IT investment project over \$50,000? 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. SPWD, and currently with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

Aviles, Jason, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	10/05/2022 13:05:12 PM
Division Approval	nmann	10/05/2022 13:05:15 PM
Department Approval	nmann	10/05/2022 13:05:17 PM
Contract Manager Approval	lwildes	10/05/2022 13:08:30 PM
Budget Analyst Approval	jpeat	10/10/2022 13:23:59 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26875**Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Appropriations**Is budget authority available?: **No**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD. Funding and contractor payment responsibilities will remain with the initiating agency. Funding and expenditure authority will reside in agency budget account 3650, expenditure category 10, Army Facilities.

Legal Entity Name: **WOOD RODGERS INC**Contractor Name: **WOOD RODGERS INC**Address: **1361 CORPORATE BLVD.**City/State/Zip: **RENO, NV 89511-2250**Contact/Phone: **775-823-4068**Vendor No.: **T29006428A**NV Business ID: **NV20031304987**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

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

Agency Reference #: **115068**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2022**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **3 years and 263 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 Parking Lot Design, Building 200, Nevada Air National Guard CIP project to include a topographic survey for the project site, as well as design drawings and site visits: CIP Project No. 22-A018; SPWD Contract No. 115068.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

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 - Nevada Air National Guard

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

Capital Improvement Program (CIP) consultants are selected based on their ability to provide professional engineering design and architectural services to SPWD in support of the state engineering services provided to approved CIPs.

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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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?

Yes If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Yes. SPWD, and currently with satisfactory results.

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

McEntee, Markus, Project Manager Ph: 775-684-4141

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nmann	10/05/2022 11:00:30 AM
Division Approval	nmann	10/05/2022 11:00:32 AM
Department Approval	nmann	10/05/2022 11:00:35 AM
Contract Manager Approval	lwildes	10/05/2022 12:22:11 PM
Budget Analyst Approval	thick2	10/11/2022 12:00:44 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26791**Agency Name: **CANNABIS COMPLIANCE BOARD**Agency Code: **270**Appropriation Unit: **4207-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Smartplay International, Inc.

Contractor Name: **Smartplay International, Inc.**Address: **1550 Bridgeboro Road**City/State/Zip: **Edgewater, NJ 08010**

Contact/Phone: Darrell Smith 609-880-1860

Vendor No.: T29045709

NV Business ID: NV20222548704

To what State Fiscal Year(s) will the contract be charged? **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 % License Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/20/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **283 days**4. Type of contract: **Contract**Contract description: **Lottery Digital Draw**

5. Purpose of contract:

This is a new contract to provide a Desktop Digital Draw System Rental to randomly select applications for cannabis consumption lounges.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,950.00**

Payment for services will be made at the rate of \$5,975.00 per Installment

Other basis for payment: The contractor will invoice the Cannabis Compliance Board in installments, based on completed deliverables.

II. JUSTIFICATION

7. What conditions require that this work be done?

AB341 Enrolled through the 81st Legislative Session charged the Cannabis Compliance Board with the regulation of Cannabis Consumption Lounges. This contract will provide for a random non-bias lottery based numbering system for Nevada Consumption Lounge licensure.

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

Currently, there are no resources available within Nevada State Agencies that are capable of providing a random data raffle system that will ensure anonymity of the application selection process.

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):

Kalkomey Enterprises
KPMG
Bueno Management Solutions

b. Solicitation Waiver: **Not Applicable**

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

No other vendors were interested.

d. Last bid date: 05/11/2022 Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

Day, Tiffany, Management Analyst 1 Ph: 775-687-6280

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfiguero	09/06/2022 13:50:14 PM
Division Approval	lfiguero	09/06/2022 13:50:17 PM
Department Approval	lfiguero	09/06/2022 13:50:24 PM
Contract Manager Approval	lfiguero	09/06/2022 13:50:34 PM
EITS Approval	ljeon	09/07/2022 08:20:31 AM
Budget Analyst Approval	dlenzner	09/20/2022 08:32:27 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **23761**Amendment Number: **1**Agency Name: **NDE - DEPARTMENT OF EDUCATION**Legal Entity Name: **Management Services for Education Data**Agency Code: **300**Contractor Name: **Management Services for Education Data**Appropriation Unit: **2712-16**Address: **7540 Hwy. 107**Is budget authority available?: **Yes**City/State/Zip: **Sherwood, AZ 72120**

If "No" please explain: Not Applicable

Contact/Phone: **Kevin Donn 501-801-2500**Vendor No.: **T29043680**NV Business ID: **NV20201947513**To what State Fiscal Year(s) will the contract be charged? **2021-2025**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2021**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **12/31/2022**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Database System**

5. Purpose of contract:

This is the first amendment to the original contract which provides a migrant student information online database system. This amendment increases the maximum amount from \$32,000 to \$64,000 and extends the termination date from December 31, 2022 to December 31, 2024 due to a continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$32,000.00	\$32,000.00	\$32,000.00	Yes - Info
2. Amount of current amendment (#1):	\$32,000.00	\$32,000.00	\$64,000.00	Yes - Info
3. New maximum contract amount:	\$64,000.00			
and/or the termination date of the original contract has changed to:	12/31/2024			

II. JUSTIFICATION

7. What conditions require that this work be done?

In compliance with the federal requirements for Migrant Education Programs, A tracking system is required for migrant student information.

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

Migrant student data are required to be uploaded daily to the national Migrant database system called Migrant Student Information Exchange (MSIX). The Nevada Department of Education's database system is not yet designed for the Migrant Education Program Data. This is a specialized service.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

The vendor already has an existing/effective database system for migrant data used by several states for years. The cost of service fees is the most affordable compared to the other two vendors.

d. Last bid date: 10/26/2020 Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? 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)?

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

mbro28

07/19/2022 09:37:56 AM

Division Approval

carroll1

07/19/2022 10:17:44 AM

Department Approval	carnol1	07/19/2022 10:17:47 AM
Contract Manager Approval	strongc7	09/22/2022 11:00:18 AM
EITS Approval	ljean	09/22/2022 11:33:33 AM
Budget Analyst Approval	mranks1	09/22/2022 16:08:23 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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Gabrielle Lamar, Director OSSS, NDE
Glenn Meyer, Director, Information Technology, NDE
Deborah Aquino, Fiscal Analyst, NDE
Kulwade Axtell, Education Program Professional, NDE

CC: Tim Galluzi, State Chief Information Officer/Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
Christine Wilson, IT Professional IV, OPM, GFO
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, TIN Administrator, EITS, DOA

SUBJECT: TIN Completion Memo – NDE – TIN 616 – *MIS2000 Renewal* – BA 2712

DATE: September 8, 2022

We have completed our review for the Nevada Department of Education's (NDE) – *MIS2000 Renewal* – TIN 616.

The submitted TIN, for an estimated value of \$16,000 in the FY22/FY23 biennium and \$16,000 in the FY24/FY25 biennium (100% Federal Grant), is to extend the contract (CETS #23761) with Management Services for Education Data for two additional years using federal funding.

This technology solution collects, updates, modifies, and maintains data on a web-based platform containing Nevada migrant student information and allows electronic submission of Certificates of Eligibility, in addition to supporting student record transfers to state and nationwide federal systems while providing data transfer tracking between endpoints.

NDE needs this web-based platform to meet federal and state requirements for managing and reporting migrant student information. Under Part C of Title, I of Elementary & Secondary Education Act of 1965 (ESEA), the State Education Agency (SEA) is required to document every migratory child's eligibility for

the Migrant Education Program (MEP). The SEA is also required to provide and connect migrant student information to the Migrant Student Information Exchange (MSIX). Continued use of Management Services for Education Data are essential to DOE's administrative efficiency and compliance with state and federal requirements in the service of Nevada's migrant children.

The agency considers the investment and final implementation to have an ongoing moderate security risk, as personal identification information is transported, stored, and/or processed using this solution and it is subject to federal and/or other security standards, in addition to being accessed from outside of SilverNet.

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

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

A copy of this memo has 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 CONTRACT1. Contract Number: **26879**Agency Name: **ADMIN - NV ST LIBRARY,
ARCHIVES AND PUBLIC RECORDS**Agency Code: **332**Appropriation Unit: **1052-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BURKEL, AARON J DBA**Contractor Name: **BURKEL, AARON J DBA**Address: **ANALOGUE IMAGING LLC
W210 N10784 APPLETON AVE
GERMANDTOWN, WI 53022-3712**City/State/Zip: **GERMANDTOWN, WI 53022-3712**Contact/Phone: **Jill F. Baldwin 414/628-3805**Vendor No.: **T32007554A**NV Business ID: **NV20141401155**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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

Agency Reference #: **332**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2022**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/09/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **4 Year Maintenance**

5. Purpose of contract:

This is a new contract to provide a four-year maintenance/warranty for the SMA Scan O (3650) Serial # 046135.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,100.00**

Other basis for payment: FY23 \$8,525.00 FY24 \$8,525.00 FY25 \$8,525.00 FY26 \$8,525.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NSLAPR needs a maintenance/service warranty contract to due to the expense of replacing the equipment.

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

Lack of trained personnel9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

Analogue Imaging, LLC is the only authorized sales and service center for the SMA

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor of State of Nevada since 2014.

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:

Jeannie Pelham, Imaging and Preservation Services Supervisor Ph: 775/684-3420

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jvictor	10/06/2022 11:24:50 AM
Division Approval	jkidd	10/06/2022 13:34:28 PM
Department Approval	ssands	10/06/2022 13:35:15 PM
Contract Manager Approval	ssands	10/06/2022 13:35:17 PM
Budget Analyst Approval	jcoope8	10/07/2022 07:55:58 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26798**Agency Name: **ADMIN - NV ST LIBRARY,
ARCHIVES AND PUBLIC RECORDS**Agency Code: **332**Appropriation Unit: **2891-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA HUMANITIES, INC.**Contractor Name: **NEVADA HUMANITIES, INC.**Address: **1670-200 NORTH VIRGINIA STREET
PO BOX 8029**City/State/Zip: **RENO, NV 89507**Contact/Phone: **CHRISTINA BARR 775-784-6587**Vendor No.: **T80946425**NV Business ID: **NV19751003518**To what State Fiscal Year(s) will the contract be charged? **2023**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/23/2023**Contract term: **255 days**4. Type of contract: **Contract**Contract description: **Book program**

5. Purpose of contract:

This is a new contract to provide ongoing implementation and administration of the Nevada Center for the Book Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To fulfill obligations as state affiliate of Library of Congress for the National Center for the Book Program.

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

Staffing shortages to manage the scope of this 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 Applicableb. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)****Approval #: 220607****Approval Date: 06/21/2022**

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

N/A

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

since 2000, 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:

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:

Sulin Jones, LSTA Coordinator Ph: 775-684-3340

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jvictor	09/08/2022 13:38:58 PM
Division Approval	jkidd	09/09/2022 15:54:10 PM
Department Approval	ssands	09/09/2022 16:03:55 PM
Contract Manager Approval	ssands	10/06/2022 07:53:57 AM
Budget Analyst Approval	jpeat	10/11/2022 11:06:24 AM



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#:	220607

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	STATE AGENCY NAME REQUIRED: Nevada State Library, Archives and Public Records		
	Contact Name and Title	Phone Number	Email Address
	Sulin Jones	775-684-3340	sulinjones@admin.nv.gov

1b	Vendor Information:	
	Vendor Name:	Nevada Humanities
	Contact Name:	Christina Barr
	Complete Address: City, State, and Zip Code	1670-200 North Virginia St., Reno, NV 89507
	Telephone Number:	775-784-6587
Email Address:	cbarr@nevadahumanities.org	

1c	Type of Waiver Requested - Check the appropriate type:	
	Sole or Single Source:	
	Professional Service Exemption:	x

1d	Contract Information:			
	Is this a new Contract? Check One:	Yes:	x	No:
	If 'No' Enter Amendment Number:	#		
	Enter CETS Number:	#		

1e	Term:			
	One (1) Time Purchase? Check One:	Yes:		No:
	Contract: 1 year w/option to renew 3x	Start Date:	Upon approval	End Date: 06/30/26

1f	Funding:	
	State Appropriated:	
	Federal Funds:	100%
	Grant Funds:	

	Other (Explain):	

Purchasing Use Only:	
Approval #:	220607②

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$50,000

2	Provide a description of work/services to be performed or services with goods to be purchased:
	<p>Community reads programs are community wide book clubs, where all community members are invited to read the same book, and then come together through hosted programs, events, and discussions that explore and celebrate the book's themes and ideas. Community Reads programs are essential tools for promoting and encouraging reading, literacy, and community connections - and our public libraries serve as essential community connectors. NSLAPR will contract with Nevada Humanities to develop community reads programs, <i>Nevada Reads</i>, that will be deployed statewide through Nevada's public libraries. The statewide community reads programs will focus on Nevada authors and landscapes; they will be created with the specific needs of public libraries and the communities and constituents they serve in mind. Nevada Humanities, as the project manager and coordinator, will be responsible for creating, packaging, and delivering these programs to libraries; coordinating with local library staff for local scheduling and publicity; collecting usage data; and reporting project outcomes to NSLAPR.</p>

3	What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?
	<p>NSLAPR has served as the Nevada affiliate for the Library of Congress Center for the Book for over ten years. Per the affiliate agreement, NSLAPR produced and managed statewide book and literacy programs, deployed through schools and libraries, for Nevadans of all ages and abilities. One of the programs was the community reads program "<i>Nevada Reads</i>." In 2017, NSLAPR determined it would be more cost effective to contract with a vendor to produce Center for the Book and <i>Nevada Reads</i> programs; Nevada Humanities was found to be the only qualified vendor, due to their credibility as a statewide literary organization. In addition, Nevada Humanities' program managers have expertise in designing book centered all-ages programs, exploring universal themes that appeal to a wide variety of our state's demographics - qualities that are essential to managing a statewide community reads program. <i>Nevada Reads</i> offerings, produced under contract by Nevada Humanities, have been well received and appreciated by libraries and library patrons. <i>Nevada Reads</i> books have included <i>Nomadland</i>, by Jessica Bruder, <i>Don't Skip out on Me</i>, by Reno native Willy Vlautin, and <i>Miracle Country</i>, by Kendra Atleework. Recently, NSLAPR ended its term as the Center for the Book affiliate, however producing statewide book and reading programs is still a priority for NSLAPR' Library Planning and Development Services. As we move forward, we plan to focus community reads programs, expanding the slate of prepackaged programs available to public libraries. Nevada Humanities has produced <i>Nevada Reads</i> for 5 years; they have established relationships with authors and librarians and have the infrastructure required to continue to produce statewide community reads programs for public libraries</p>

4	Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:
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#220607@

	NSLAPR has invested 5 years worth of time and resources into to working with Nevada Humanities to build out and fine tune <i>Nevada Reads</i> as a recognized statewide library community reading program. In addition, there is not another qualified vendor that has the literary credibility, expertise, experience at producing a community reading program at the statewide level. Nevada Humanities has indicated that <i>Nevada Reads</i> is a program that they would like to continue to produce.
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5	Were alternative services or commodities evaluated?	Check One:	
		Yes	No
			x
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.		
	b. <u>If not</u> , why were alternatives not evaluated?		
	No other vendor currently exists in the state who has the expertise and credibility to manage an established all-ages community reads program at the statewide level.		

Purchasing Use Only:

Approval #:

2206070

6	Has the agency purchased these services/services with goods in the past? Check One:					Yes	No
	NOTE: To avoid delays or your request being rejected, if your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.</u>					x	
	a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship with this vendor, or any other vendor for these services/services with goods, the following information must be provided along with the CETS contract number(s) associated with each:</u>						
	Term		Value	Short Description	Provide Type of Procurement RFP#, RFQ#, Waiver #	CETS #	
	Start Date	End Date					
	11/12/19	06/30/22	\$150,000	To provide ongoing implementation and administration of the Nevada Center for the Book program.	#170701A	#22359	
	08/08/17	06/30/19	\$100,000	To fulfill obligations as state affiliate of Library of Congress Center for the Book program	#170701 (07/01/17-06/30/18) #170701A (07/01/18-06/30/22)	#18977	
			\$				
			\$				

7	What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?
	NSLAPR would lose the time and resources invested into building <i>Nevada Reads</i> as a statewide bookclub featuring all ages programming and available at no cost to residents through their local public libraries. Nevada residents will no longer be able to participate in <i>Nevada Reads</i> programs offered through their public libraries.

8	What efforts were made or conducted to substantiate there is no competition for the services/services with goods and to ensure the price for this purchase is fair and reasonable?
	Thorough web searches were conducted to ensure there were no alternative vendors offering state level reading programs that were targeted to Nevada residents of all ages. NSLAPR also obtained a detailed budget and deliverables from the vendor to ensure fair pricing.

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
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#220607@

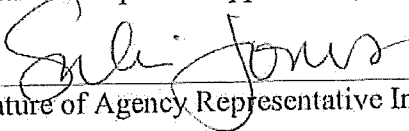
<p><u>NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u></p>		x
<p>a. If yes, please provide details regarding future obligations or needs.</p>		

Purchasing Use Only:

Approval #:

220607@

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. Signatures are required from the agency representatives indicated below. The same individual cannot provide approval signatures in both sections.



Signature of Agency Representative Initiating Request

Sulin Jones

Print Name of Agency Representative Initiating Request

06-13-22

Date



Signature of Agency Head Authorizing Request

Michael Stron

Print Name of Agency Head Authorizing Request

6/17/2022

Date

FOR PURCHASING USE ONLY – 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).

#220607(C)

If you have any questions or concerns, please contact Cindy Stoeffler at 775-684-0173 or email at cstoeffler@admin.nv.gov.

NOTE: If this box is checked, the agency must include the EITS TIN/CIN approval or approval update as an attachment in CETS.

Approved by:



Administrator, Purchasing Division or Designee

6/21/22

Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26862**

Agency Name:	DTCA - NEVADA ARTS COUNCIL	Legal Entity Name:	HOTEL NEVADA & GAMBLING HALL, Ltd.
Agency Code:	333	Contractor Name:	HOTEL NEVADA & GAMBLING HALL, Ltd.
Appropriation Unit:	2979-29	Address:	501 AULTMAN ST
Is budget authority available?:	Yes	City/State/Zip	ELY, NV 89301-1578
If "No" please explain:	Not Applicable	Contact/Phone:	Lynne Godfrey 775/289-6665
		Vendor No.:	T81030903
		NV Business ID:	NV19931006456

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

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

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

Agency Reference #: 333

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/06/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2023**Contract term: **206 days**4. Type of contract: **Contract**Contract description: **Hotel Nevada**

5. Purpose of contract:

This is a new contract to provide lodging and event room space for the Nevada Basin to Range Exchange program conference.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,917.20**

Payment for services will be made at the rate of \$240.60 per Room

Other basis for payment: Payable in full upon receipt of invoice and completion of conference.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Basin to Range Exchange supports, promotes and celebrates rural-urban collaboration through arts and culture. This conference provides a setting in a rural environment to allow ease of attendance for underserved and rural communities to experience inter-community arts-based opportunities.

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

State agency does not have the facilities and appropriate location to host this 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):

Red Lion
Mizpah Hotel
Hotel Nevada

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen based on its location and availability, as well as providing reasonable costs for event.

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

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been under contract with various state agencies and the 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:

Michelle Patrick, Program Officer Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmoren1	09/29/2022 10:01:48 AM
Division Approval	mmoren1	09/29/2022 10:01:52 AM
Department Approval	amathies	10/06/2022 15:59:32 PM
Contract Manager Approval	mmoren1	10/06/2022 16:04:29 PM
Budget Analyst Approval	rrossum	10/06/2022 16:08:35 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26689**Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION**Agency Code: **402**Appropriation Unit: **3279-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **C THRU GLASS**Contractor Name: **C THRU GLASS**Address: **7787 EASTGATE ROAD, SUITE 110**City/State/Zip: **HENDERSON, NV 89011**Contact/Phone: **SHAUN HANNA 7029451077**Vendor No.: **T32012928**NV Business ID: **NV20191545573**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/09/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **DRC Glass Repair**

5. Purpose of contract:

This is a new contract to provide on going glass repair or replacement services on an as-needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00**

Other basis for payment: As Invoiced per Attachment B

II. JUSTIFICATION

7. What conditions require that this work be done?

Per the Code of Federal Regulations Title 42, Chapter 483.70 Physical Environment - the facility must be designed, constructed, equipped, and maintained to protect the health and safety of residents, personnel and the public. Glass repair and/or replacement services are required as windows are occasionally broken in the homes on campus.

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

State employees do not have the expertise or equipment to perform 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):

Las Vegas Glass Repair
Automatic Door & Glass
C Thru Glass
Glass Vegas

b. Solicitation Waiver: **Not Applicable**

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

This vendor was the only one to respond to out bid solicitation.

d. Last bid date: 07/16/2022 Anticipated re-bid date: 07/15/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	amanocha	08/10/2022 08:58:18 AM
Division Approval	amanocha	08/10/2022 08:58:22 AM
Department Approval	dschmid5	08/12/2022 13:04:13 PM
Contract Manager Approval	maceved1	08/12/2022 13:24:54 PM
Budget Analyst Approval	rrussum	10/17/2022 10:14:08 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26687**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: **CASHMAN EQUIPMENT COMPANY**Contractor Name: **CASHMAN EQUIPMENT COMPANY**Address: **600 GLENDALE AVENUE**City/State/Zip: **SPARKS, NV 89431**Contact/Phone: **Jay D Ray 775-895-2235**Vendor No.: **PUR0000249A**NV Business ID: **NV19601000406**To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

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

Agency Reference #: **C 18095**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/23/2022**Anticipated BOE meeting date **09/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2025**Contract term: **3 years and 69 days**4. Type of contract: **Contract**Contract description: **Back Up Generators**

5. Purpose of contract:

This is a new contract to provide scheduled maintenance services for backup generators.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,999.00**

Payment for services will be made at the rate of \$49,999.00 per Attachments B,C

II. JUSTIFICATION

7. What conditions require that this work be done?

The back-up generators routine maintenance services are recommended by SPWD project manager to ensure the Detroit Diesel generators work 100%.

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

No employees licensed or qualified to perform the duties in SOW.

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 ENERGY SYSTEMS
SMITH POWER PRODUCTS
CASHMAN EQUIPMENT COMPANY**

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: 06/21/2022 Anticipated re-bid date: 07/01/2025

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor with the State of Nevada since 2004, 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:

ROGER COLE, FACILITY SUPERVISOR Ph: 775-688-2125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	08/19/2022 12:00:51 PM
Division Approval	rmille8	08/19/2022 12:00:54 PM
Department Approval	rmille8	08/19/2022 12:00:56 PM
Contract Manager Approval	rmille8	08/19/2022 12:00:57 PM
Budget Analyst Approval	jpeat	09/23/2022 08:06:14 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26747**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Nevada Fence, LLC
Agency Code:	406	Contractor Name:	Nevada Fence, LLC
Appropriation Unit:	3162-07	Address:	508 N. Curry St, Unit B
Is budget authority available?:	Yes	City/State/Zip	Carson City, NV 89703
If "No" please explain:	Not Applicable	Contact/Phone:	Nick Bircheff 775-562-2220
		Vendor No.:	T32012688
		NV Business ID:	NV20171624497

To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

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

Agency Reference #: 18109

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2025**Contract term: **2 years and 356 days**4. Type of contract: **Contract**Contract description: **Install gate/fence**

5. Purpose of contract:

This is a new contract to install fencing, gates and maintenance, to existing structures.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Attachment A: Scope of Work and Deliverables

II. JUSTIFICATION

7. What conditions require that this work be done?

NNAMHS and Lakes Crossing require maintenance to existing fence structures.

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):

Mule Fence
Nevada Fence
Tholl Fence

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: 08/08/2022 Anticipated re-bid date: 03/03/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Roger Cole, Facility Supervisor Ph: 775-688-2125

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	09/30/2022 11:32:34 AM
Division Approval	rmille8	09/30/2022 11:32:36 AM
Department Approval	rmille8	09/30/2022 11:32:38 AM
Contract Manager Approval	rmille8	09/30/2022 11:32:41 AM
Budget Analyst Approval	jpeat	10/10/2022 09:47:46 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26686**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3216-04**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 STE 105**City/State/Zip: **LAS VEGAS, NV 89139**Contact/Phone: **Jacob Michaud 702/614-0001**Vendor No.: **T81096369**NV Business ID: **NV20001415539**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

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

Agency Reference #: **C 18101**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2023**Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2027**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Record Management**

5. Purpose of contract:

This is a new contract to provide retrieval and storage of medical records.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,473.68**

Payment for services will be made at the rate of \$1,529.61 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

HCQC has taken control over medical records in accordance with NRS 449.171 and also has a large volume of architectural/construction plans that must be stored in accordance with the State's retention schedule.

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

HCQC does not have the space or resources to store all of these records.

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):

**Iron Mountain
Assured Document Destruction
Vital Records Control**

b. Solicitation Waiver: **Not Applicable**

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

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

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor for the State since 2001 with satisfactory services.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	08/10/2022 14:02:24 PM
Division Approval	rmille8	08/10/2022 14:03:59 PM
Department Approval	rmille8	08/10/2022 14:04:01 PM
Contract Manager Approval	rmille8	08/10/2022 14:04:03 PM
Budget Analyst Approval	jpeat	10/10/2022 14:55:11 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **21526** Amendment Number: **1**

Legal Entity Name: **Assured Document Destruction**

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Contractor Name: **Assured Document Destruction**

Agency Code: **406** Address: **8050 S. Arville St., Suite 105**

Appropriation Unit: **3216-04** City/State/Zip: **Las Vegas, NV 89139**

Is budget authority available?: **Yes** Contact/Phone: **Jacob Michaud 702/614-0001**

If "No" please explain: **Not Applicable** Vendor No.: **T81096369**

NV Business ID: **NV20001415539**

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

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

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

Agency Reference #: **C 16985**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/11/2019**

Anticipated BOE meeting date **09/2022**

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **01/31/2023**Contract term: **3 years and 296 days**4. Type of contract: **Contract**Contract description: **Records Management**

5. Purpose of contract:

This is the first amendment to the original contract which provides retrieval and storage of medical records. This amendment updates Attachment A: Scope of Work and Deliverables and increases the maximum amount from \$3,940.00 to \$10,222.45 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:	\$3,940.00	\$3,940.00	\$3,940.00	No
2. Amount of current amendment (#1):	\$6,282.45	\$10,222.45	\$10,222.45	Yes - Info
3. New maximum contract amount:	\$10,222.45			

II. JUSTIFICATION

7. What conditions require that this work be done?

HCQC is in possession of patient medical records from a closed health facility that need to be properly indexed for retrieval (if requested by a patient) and securely stored.

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

This agency does not have the staffing to index the files and to retrieve requested documents as these requests are made. In addition, storage should be in a secured HIPAA compliant manner which a professional medical record storage company would be able to better provide.

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 this vendor was selected by a solicitation committee based on the proposal submitted by multiple vendors.

d. Last bid date: 11/16/2018 Anticipated re-bid date: 10/19/2022

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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 State Purchasing - 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	rmille8	08/25/2022 09:43:56 AM
Division Approval	rmille8	08/25/2022 09:44:04 AM
Department Approval	rmille8	08/25/2022 15:44:04 PM
Contract Manager Approval	rmille8	08/25/2022 15:44:07 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26587**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	TRILOGY INTEGRATED RESOURCES
Agency Code:	406	Contractor Name:	TRILOGY INTEGRATED RESOURCES
Appropriation Unit:	3219-16	Address:	LLC
Is budget authority available?:	Yes		1101 5TH AVE STE 250
If "No" please explain:	Not Applicable	City/State/Zip	SAN RAFAEL, CA 94901-2989
		Contact/Phone:	415/458-5900
		Vendor No.:	PUR0005276
		NV Business ID:	NV20222466465

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

Agency Reference #: C18024

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/01/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **Yes**

If "Yes", please explain

In early 2022 OPHIE reached out to CDC for approval to use OD2A funds to support this maintenance agreement, which was denied. It took several months to find programs that could support this funding, thus delaying the State's ability to enter the contract phase. Throughout this time, Trilogy Integrated Resources, LLC continued to provide services.

3. Termination Date: **02/28/2025**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Data Collection**

5. Purpose of contract:

This is a new contract to provide data collection, report services, and post the outcome by Nevada counties to the website for public accessibility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Payment for services will be made at the rate of \$15,000.00 per Year

II. JUSTIFICATION

7. What conditions require that this work be done?

To fill the need to provide key health indicators and public health information to community stakeholders, as well as to the public.

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

Network of Care, the established website where the data is posted, was created and is administered by Trilogy Integrated Resources, LLC.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 220702

Approval Date: 07/05/2022

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

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

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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 vendor with DPBH since 2013, 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	rmille8	07/14/2022 16:36:08 PM
Division Approval	rmille8	07/22/2022 09:52:25 AM
Department Approval	rmille8	07/27/2022 10:32:06 AM
Contract Manager Approval	rmille8	07/27/2022 10:46:03 AM
Budget Analyst Approval	kanders2	10/07/2022 13:20:51 PM



**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION**

Purchasing Division

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

Purchasing Use Only:	
Approval#:	220702 @

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	STATE AGENCY NAME REQUIRED:		<i>Division of Public and Behavioral Health</i>
	Contact Name and Title	Phone Number	Email Address
	<i>Lindsey Kinsinger</i>	<i>775-301-0652</i>	<i>lkinsinger@health.nv.gov</i>
	<i>Ronda Miller, MAIII</i>	<i>775-684-5932</i>	<i>rondamiller@health.nv.gov</i>

1b	Vendor Information:	
	Vendor Name:	<i>Trilogy Integrated Resources, LLC</i>
	Contact Name:	<i>Debbie Smith</i>
	Complete Address:	<i>1101 Fifth Ave #250</i>
	City, State, and Zip Code	<i>San Rafael, CA 94901</i>
	Telephone Number:	<i>415-548-5900</i>
	Email Address:	<i>dsmith@trilogyr.com</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<i>Sole</i>
	Professional Service Exemption:	

1d	Contract Information:				
	Is this a new Contract? Check One:	Yes:		No:	
	If 'No' Enter Amendment Number:	#			
	Enter CETS Number:	#			

1e	Term:				
	One (1) Time Purchase? Check One:	Yes:		No:	<i>X</i>
	Contract:	Start Date:	<i>3/1/22</i>	End Date:	<i>2/28/25</i>

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

Rec'd 26/23/22 // Auto ✓

Purchasing Use Only:

Approval #:

220702 (C)

1g

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

\$45,000.00

2

Provide a description of work/services to be performed or services with goods to be purchased:

Services include the hosting and maintenance of a website to continue to provide key health indicators, data and information to community stakeholders, as well as to the public.

3

What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?

Trilogy developed a "Network of Care" website in order to support dissemination of the public health data that's being collected under this contract.

4

Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

The Network of Care website that disseminates public health data for Nevada's 17 counties was developed for and paid by the Division of Public and Behavioral Health. A new website would need to be recreated at a significant cost should another vendor be chosen.

Were alternative services or commodities evaluated?

Check One:

Yes

No

X

5

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

b. If not, why were alternatives not evaluated?

This is proprietary software specific to DPBH.

Purchasing Use Only:

Approval #:

220702 @

	Has the agency purchased these services/services with goods in the past? Check One:					Yes	No
	<p>NOTE: To avoid delays or your request being rejected, if your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS</u> MUST ACCOMPANY THIS REQUEST.</p>					X	
6	a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship with this vendor, or any other vendor</u> for these services/services with goods, the following information <u>must be provided along with the CETS contract number(s) associated with each:</u>						
	Term		Value	Short Description	Provide Type of Procurement RFP#, RFQ#, Waiver #	CETS #	
	Start Date	End Date					
	05/28/2013	05/28/2013	\$20,000.00	Website development			
	06/24/2013	02/28/2014	\$10,000.00	Website maintenance fee			
	03/01/2014	02/28/2015	\$15,000.00	Website maintenance fee			
	03/01/2015	02/28/2016	\$15,000.00	Website maintenance fee			
	03/01/2016	02/28/2017	\$15,000.00	Website maintenance fee			
	03/01/2017	02/28/2018	\$15,000.00	Website maintenance fee			
	03/01/2018	02/28/2019	\$15,000.00	Website maintenance fee			
	03/01/2019	02/28/2020	\$15,000.00	Website maintenance fee			
	03/01/2020	02/28/2021	\$15,000.00	Website maintenance fee			
	03/01/2021	02/28/2022	\$15,000.00	Website maintenance fee			
	03/01/2022	03/31/2022	\$1,250.00	Website maintenance fee			
7	What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?						
	<p><i>A new website will need to be developed at a significant cost if another vendor is selected. This would be harmful for the state because of the delay it would cause in data being displayed. The public and local health authorities rely on this data to make decisions and inform programs. It would also be harmful because the cost of a new system would put strain on the state and require DPBH to make budget cuts in other categories of expenditures. These cuts could disrupt services.</i></p>						
8	What efforts were made or conducted to substantiate there is no competition for the services/services with goods and to ensure the price for this purchase is fair and reasonable?						
	<p><i>The Network of Care website is proprietary to Trilogy and was developed specifically for DPBH.</i></p>						

Purchasing Use Only:

Approval #:

220702 CP

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
	<u>NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>	X	
	a. If yes, please provide details regarding future obligations or needs.		
Annual maintenance agreements will need to continue in order to keep data on the public-facing website current.			

#220702 (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. Signatures are required from the agency representatives indicated below. The same individual cannot provide approval signatures in both sections.

Ronda Miller

Signature of Agency Representative Initiating Request

Ronda Miller

Print Name of Agency Representative Initiating Request

6/23/22

Date

Kelli P. Quintero

Signature of Agency Head Authorizing Request

Kelli Quintero

Print Name of Agency Head Authorizing Request

6/22/22

Date

FOR PURCHASING USE ONLY – 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 Cindy Stoeffler at 775-684-0173 or email at cstoeffler@admin.nv.gov.

NOTE: If this box is checked, the agency must include the EITS TIN/CIN approval or approval update as an attachment in CETS.

Approved by:

Kevin A. Ooty

Administrator, Purchasing Division or Designee

7/5/22

Date

#220702 @

Steve Sisolak
Governor

Richard Whitley, MS
Director



DEPARTMENT OF
HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
Helping people. It's who we are and what we do.



Lisa Sherych
Administrator

Ihsan Azzam,
Ph.D., M.D.
Chief Medical Officer

MEMORANDUM

DATE: June 7, 2022

TO: Kitty DeSocio, Administrative Services Officer IV
Division of Public and Behavioral Health

THROUGH: Kelli Quintero, Administrative Services Officer III
Division of Public and Behavioral Health

FROM: Lindsey Kinsinger, OPHIE Manager

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL Trilogy Integrated Resources, LLC

This memorandum requests that the following Contract be approved for a retroactive start.

The following information is required:

- Name of Provider: Trilogy Integrated Resources, LLC
- Services to be provided: Maintain and update Network of Care website with current public health data as outlined in vendor agreement and per Agency direction.

Description	Qty	Cost
Annual maintenance fee for the Network of Care – Public Health website	1 ea.	\$15,000/Year X 3 Years = \$45,000

The Trilogy Maintenance Agreement includes the following key benefits:

- Ongoing updates and maintenance of a core set of about 170 indicators provided at the county level, including all available Healthy People 2030 goals and all available County Health Rankings. Trilogy also will format and load data provided by DPBH in electronic format, via either Excel or URL.
- Ongoing updates and maintenance to the Model Practices database developed by the National Association of County and City Health Officials (NACCHO).
- Updates and additions and maintenance of a library to include more than 14,500 articles and fact sheets from multiple sources; continuous programmatic maintenance of search functionality for the overall library as well as the Medications, Medical Tests, and Symptom Checker sections; quarterly updates of all Healthwise content; and ongoing review and update of all other content by NOC content managers. All costs for licensed content are included in monthly maintenance.
- Nightly updates of all State and Federal bill information in the Legislate sections, as well as legislator contact information, committee assignments, and other legislator data.
- Two Nationwide News stories are posted twice daily. More than 3,000 articles are reviewed daily to select these posted articles. Programmers maintain this daily admin functionality, as well as the Archives on both products.
- Weekly maintenance of Local, State and National Links, with ongoing updates as needed/requested. Links are reviewed regularly, and inactive links removed.

- Replies to all visitors' email and telephone inquiries within 24 hours. Full-time content staff research and reply to all site-visitor inquiries received via all Feedback, Message Board, Social Network of Care, and other site-related sources, as well as inquiries received by phone. When messages of an urgent nature are received, content managers immediately contact the corresponding NOC admin/contact person by email and phone, until the message is acknowledged for follow up at the local level.
- Continually updated COVID-19 resources at the local, state and national levels, including fact sheets, a searchable database of behavioral-health telehealth services, and vaccine, testing, food and housing resources.
- A comprehensive section that addresses those most affected by suicide, including youth and LGBTQ communities, by offering information and resources for Those Concerned About Loved Ones; Survivors of Suicide; Those Who Have Attempted Suicide; and our Military and Veterans. Topics include warning signs, risk factors, triggers, personal stories, support groups and postvention options.
- Searchable databases accessible from the homepage with the locations of Needle Exchange, Drug Disposal, and Naloxone Prescribing Pharmacies throughout the service area (based on data availability). Content also includes an Opioid Video Library, as well as opioid-related links at the state and local levels.
- A searchable database focused on behavioral-health specialties, updated every two months.
- Dynamic translation of all text on the Network of Care into more than 100 languages. Trilogy maintains access to Google Translate software and updates as needed.
- Monitoring of all "Review This Agency" posts in the (optional) Service Directory. Content managers use admin tools to remove all inappropriate posts.
- Posting of all custom content submitted by DPBH via www.MyNetworkofCare.org and work requests. This can vary from posting one PDF to creating multi-page custom sections, with unlimited updates.
- 24/7/365 technical support, as well as all bandwidth and storage.
- Funding source and expenditure category: BA 3219 CAT 9 CDC Strengthening STD Prevention and Control for Health Departments [6NH25PS005179-03-07] and BA 3219 CAT 16 Provide Infectious Disease Surveillance, Investigation and Prevention through the Epidemiology and Laboratory Capacity Program [6NU50CK000560-03-00]
- Requested start date of work: March 1, 2022
- Expected execution date of agreement: N/A
- Detailed explanation as to why a retroactive agreement is necessary, including:
 - Reason(s) why the agreement was not submitted timely:
 - In early 2022 OPHIE reached out to CDC for approval to use OD2A funds to support this maintenance agreement, which was denied. It took several months to find programs that could support this funding, thus delaying the State's ability to enter the contract phase. Throughout this time, Trilogy Integrated Resources, LLC continued to provide services.
 - Describe the impact to the program/services if this work is not started prior to the execution of the agreement: Had the work not continued prior to the execution of this contract, ELC and STD programs would not have been able to Provide key health indicators, data and information to community stakeholders, as well as to the public.
 - Explain how the program/bureau will prevent future retroactive requests: DPBH staff now has identified the appropriate programs to ensure funding for the next fiscal year. DPBH staff will continue to work with divisions in DHHS to identify and assign future funding streams to continue supporting these critical services.

If you have any questions, please contact Jenny Harbor at (775) 431-0613 or jharbor@health.nv.gov.

cc: Contract Unit
Division of Public and Behavioral Health

Steve Sisolak
Governor

Richard Whitley, MS
Director



**DEPARTMENT OF
HEALTH AND HUMAN SERVICES**
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
Helping people. It's who we are and what we do.



Lisa Sherych
Administrator

Ihsan Azzam,
Ph.D., M.D.
Chief Medical Officer

MEMORANDUM

DATE: June 7, 2022

TO: Kitty DeSocio, Administrative Services Officer IV
Division of Public and Behavioral Health

THROUGH: Kelli Quintero, Administrative Services Officer III
Division of Public and Behavioral Health

FROM: Lindsey Kinsinger, OPHIE Manager

SUBJECT: REQUEST FOR RETROACTIVE APPROVAL Trilogy Integrated Resources, LLC CETS# 26587 C18024

This memorandum requests that the following Contract be approved for a retroactive start.

The following information is required:

- Name of Provider: Trilogy Integrated Resources, LLC
- Services to be provided: Maintain and update Network of Care website with current public health data as outlined in vendor agreement and per Agency direction.

Description	Qty	Cost
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The Trilogy Maintenance Agreement includes the following key benefits:

- Ongoing updates and maintenance of a core set of about 170 indicators provided at the county level, including all available Healthy People 2030 goals and all available County Health Rankings. Trilogy also will format and load data provided by DPBH in electronic format, via either Excel or URL.
- Ongoing updates and maintenance to the Model Practices database developed by the National Association of County and City Health Officials (NACCHO).
- Updates and additions and maintenance of a library to include more than 14,500 articles and fact sheets from multiple sources; continuous programmatic maintenance of search functionality for the overall library as well as the Medications, Medical Tests, and Symptom Checker sections; quarterly updates of all Healthwise content; and ongoing review and update of all other content by NOC content managers. All costs for licensed content are included in monthly maintenance.
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- Two Nationwide News stories are posted twice daily. More than 3,000 articles are reviewed daily to select these posted articles. Programmers maintain this daily admin functionality, as well as the Archives on both products.

- Weekly maintenance of Local, State and National Links, with ongoing updates as needed/requested. Links are reviewed regularly, and inactive links removed.
- Replies to all visitors' email and telephone inquiries within 24 hours. Full-time content staff research and reply to all site-visitor inquiries received via all Feedback, Message Board, Social Network of Care, and other site-related sources, as well as inquiries received by phone. When messages of an urgent nature are received, content managers immediately contact the corresponding NOC admin/contact person by email and phone, until the message is acknowledged for follow up at the local level.
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- Posting of all custom content submitted by DPBH via www.MyNetworkofCare.org and work requests. This can vary from posting one PDF to creating multi-page custom sections, with unlimited updates.
- 24/7/365 technical support, as well as all bandwidth and storage.
- Funding source and expenditure category: BA 3219 CAT 9 CDC Strengthening STD Prevention and Control for Health Departments [6NH25PS005179-03-07] and BA 3219 CAT 16 Provide Infectious Disease Surveillance, Investigation and Prevention through the Epidemiology and Laboratory Capacity Program [6NU50CK000560-03-00]
- Requested start date of work: March 1, 2022
- Expected execution date of agreement: N/A
- Detailed explanation as to why a retroactive agreement is necessary, including:
 - Reason(s) why the agreement was not submitted timely:
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 - Describe the impact to the program/services if this work is not started prior to the execution of the agreement: Had the work not continued prior to the execution of this contract, ELC and STD programs would not have been able to Provide key health indicators, data and information to community stakeholders, as well as to the public.
 - Explain how the program/bureau will prevent future retroactive requests: DPBH staff now has identified the appropriate programs to ensure funding for the next fiscal year. DPBH staff will continue to work with divisions in DHHS to identify and assign future funding streams to continue supporting these critical services.

If you have any questions, please contact Jenny Harbor at (775) 431-0613 or jharbor@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 CONTRACT1. Contract Number: **26221**Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH**Agency Code: **406**Appropriation Unit: **3220-33**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CARASOFT TECHNOLOGY**Contractor Name: **CARASOFT TECHNOLOGY**Address: **CORPORATION
11493 SUNSET HILLS RD STE 100
RESTON, VA 20190-5230**City/State/Zip: **RESTON, VA 20190-5230**Contact/Phone: **Jeremy Alino 703/871-8500**Vendor No.: **PUR0004357**NV Business ID: **NV20151127305**To what State Fiscal Year(s) will the contract be charged? **2023**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % CDC Health Equity Grant

Agency Reference #: **C 17975**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/07/2022**Anticipated BOE meeting date **11/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2023**Contract term: **236 days**4. Type of contract: **Contract**Contract description: **MSA Work Plan**

5. Purpose of contract:

This is a new Service Agreement/Work Plan under Statewide contract #99SWC-NV18-421 which provides a platform for Cloud Services to manage all of the Department's existing social medial profiles.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,762.63**

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?

Social media is an effective way to reach a large portion of the population to communicated public health education and prevention efforts.

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

Hootsuite is a cloud-based site that streamlines postings across social media sites. State employees currently do not have the capacity or technology to do this, Hootsuite will provide this ability.

9. Were quotes or proposals solicited?

No

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

No

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? 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 vendor with DPBH since June 2020 - 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	rmille8	05/03/2022 15:27:49 PM
Division Approval	rmille8	05/03/2022 15:27:51 PM
Department Approval	lsherych	05/04/2022 11:14:31 AM
Contract Manager Approval	rmille8	05/04/2022 11:15:33 AM
EITS Approval	daxtel1	05/05/2022 11:17:44 AM
Budget Analyst Approval	kanders2	10/07/2022 13:12:18 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26123**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	ALSCO, INC. DBA American Linen
Agency Code:	406	Contractor Name:	ALSCO, INC. DBA American Linen
Appropriation Unit:	3645-04	Address:	505 East 200 South
Is budget authority available?:	Yes	City/State/Zip	Salt Lake City, UT 84102
If "No" please explain:	Not Applicable	Contact/Phone:	John Scott 775-690-0756
		Vendor No.:	T60153013C
		NV Business ID:	NV19591000546

To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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

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

Agency Reference #: 17993

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/07/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2024**Contract term: **1 year and 267 days**4. Type of contract: **Contract**Contract description: **Laundry Services**

5. Purpose of contract:

This is a new contract to provide ongoing laundry services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,656.00**

Other basis for payment: ATTACHMENT A SCOPE OF WORK

II. JUSTIFICATION

7. What conditions require that this work be done?

Clients currently living on campus require clean laundered sheets, pillow cases, blankets, towels etc. that requires handling with appropriate measures for infection control.

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

State Employees are equipped or have the knowledge to perform necessary tasks in handling large amounts of laundry and biohazard issues.

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):

ALSCO DBA AMERICAN LINEN
CINTAS
ARAMARK

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: 04/21/2022 Anticipated re-bid date: 02/03/2024

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor with the State of Nevada since 1999, 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:

GUSTAVO NAJERA-AGUIRRE, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rmille8	05/16/2022 16:46:23 PM
Division Approval	rmille8	05/16/2022 16:46:25 PM
Department Approval	lsherych	05/18/2022 12:56:48 PM
Contract Manager Approval	rmille8	06/07/2022 10:43:50 AM
Budget Analyst Approval	kanders2	10/07/2022 13:12:55 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26761**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Chau Pham, PLLC
Agency Code:	406	Contractor Name:	Chau Pham, PLLC
Appropriation Unit:	3648-08	Address:	1211 Red Jade Court
Is budget authority available?:	Yes	City/State/Zip	Henderson, NV 89014
If "No" please explain:	Not Applicable	Contact/Phone:	Chau Pham M.D. 510-501-5039
		Vendor No.:	T32012788
		NV Business ID:	NV20222504836
To what State Fiscal Year(s) will the contract be charged?	2023		

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

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

Agency Reference #: C 18094

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/23/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2022**Contract term: **68 days**4. Type of contract: **Contract**Contract description: **Child Psychiatrist**

5. Purpose of contract:

This is a new contract to provide child and adolescent psychiatry services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,750.00**

Payment for services will be made at the rate of \$175.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

There is a children's mental health crisis across the country and a significant shortage of child psychiatrists. Nevada ranks amongst the lowest in per capita rates of having access to child psychiatry.

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

This vendor is willing to work as an independent contractor for the state of Nevada. She also went through a rigorous multi step and standardized interview process. All interviewers were impressed and unanimously agreed to bring her on board.

9. Were quotes or proposals solicited?

No

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

No

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	ttilto1	08/29/2022 16:51:46 PM
Division Approval	ttilto1	08/29/2022 16:51:53 PM
Department Approval	ttilto1	08/29/2022 16:52:14 PM
Contract Manager Approval	ttilto1	08/30/2022 08:15:20 AM
Budget Analyst Approval	jpeat	09/23/2022 08:00:14 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: **24114** Amendment Number: **2**

Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES** Legal Entity Name: **Kansas State University Research Foundation**

Agency Code: **407** Contractor Name: **Kansas State University Research Foundation**

Appropriation Unit: **3228-42** Address: **2005 Research Park Circle**

Is budget authority available?: **Yes** City/State/Zip: **Manhattan, KS 66502**

If "No" please explain: Not Applicable 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? **2021-2024**

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

General Funds	0.00 %	Fees	0.00 %
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 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **09/30/2022**Contract term: **2 years and 152 days**4. Type of contract: **Contract**Contract description: **SNAP Ed PEARS System**

5. Purpose of contract:

This is the second amendment to the original contract to provide ongoing Program Evaluation and Reporting System (PEARS) web-based data management services. PEARS allows agencies the ability to track, manage, and maintain standardized data, as well as compare performance outcomes ensuring the SNAP-eligible populations in Nevada are receiving appropriate nutrition education services. This amendment extends the termination date from September 30, 2022 to September 30, 2023, revises Attachment CC, incorporates Attachment EE into the contract, and increases the maximum amount from \$73,750.00 to \$112,000.00 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:	\$49,500.00	\$49,500.00	\$49,500.00	Yes - Info
a. Amendment 1:	\$24,250.00	\$24,250.00	\$73,750.00	Yes - Action
2. Amount of current amendment (#2):	\$38,250.00	\$38,250.00	\$38,250.00	Yes - Info
3. New maximum contract amount:	\$112,000.00			
and/or the termination date of the original contract has changed to:	09/30/2023			

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. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? Yes

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with the Division of Welfare and Supportive Services and providing 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:

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	cbuscay	09/08/2022 12:54:34 PM
Division Approval	cbuscay	09/08/2022 12:54:40 PM
Department Approval	rthomps1	09/08/2022 15:05:25 PM
Contract Manager Approval	mpomerle	09/09/2022 10:36:31 AM
EITS Approval	ljean	09/09/2022 11:39:00 AM
Budget Analyst Approval	rrussum	09/27/2022 15:57:03 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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Robert Thompson, Administrator, DWSS, DHHS
Crystal Buscay, Chief Financial Officer, DWSS, DHHS
Bart London, Chief IT Manager, DWSS, DHHS
Tonya Wolf, SNAP-Ed Nutrition Specialist-Program Eval., DWSS, DHHS

CC: Tim Galluzi, State Chief Information Officer/Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, TIN Administrator, EITS, DOA

SUBJECT: TIN Completion Memo – DWSS – TIN 269 – *KSURF - Kansas State University Research Foundation* – Update A – BA 3228

DATE: August 29, 2022

We have completed our review for the Department of Health and Human Services (DHHS), Division of Welfare and Supportive Services' (DWSS) – *KSURF - Kansas State University Research Foundation* – TIN 269, Update A.

The submitted TIN, for an estimated value of \$62,750 in the FY22/FY23 biennium and \$49,500 for FY21 (100% USDA FNS SNAP Education Nutrition and Obesity Grant), is to extend the term of the existing contract through September 30, 2023, and to incorporate the cost of the investment for FY23 by \$38,250.

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 tool through KSURF. DWSS has purchased the required licenses and training to use the solution and seeks to extend their license. Currently twelve participating partners use the system for federal reporting.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server,

Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

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

A copy of this memo has 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

Purchasing Use Only:	
Approval#:	280811 @

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	STATE AGENCY NAME REQUIRED:		<i>Division of Welfare and Supportive Services (DWSS)</i>
	Contact Name and Title	Phone Number	Email Address
	<i>Nikki Haag, SNAP Ed Program Administrator</i>	<i>775-684-0583</i>	<i>nhaag@dwss.nv.gov</i>
	<i>DWSS Contracts Team</i>	<i>775-684-0678</i>	<i>dwsscontracts@dwss.nv.gov</i>

1b	Vendor Information:	
	Vendor Name:	<i>Kansas State University Research Foundation</i>
	Contact Name:	<i>Tresa Landis</i>
	Complete Address: City, State, and Zip Code	<i>2005 Research Park Circle, Manhattan, KS, 66502</i>
	Telephone Number:	<i>785-532-5720</i>
	Email Address:	<i>Tech.transfer@ksu.edu</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<input checked="" type="checkbox"/>
	Professional Service Exemption:	

1d	Contract Information:				
	Is this a new Contract? Check One:	Yes:		No:	<input checked="" type="checkbox"/>
	If 'No' Enter Amendment Number:	<i>#2</i>			
	Enter CETS Number:	<i>#24114</i>			

1e	Term:				
	One (1) Time Purchase? Check One:	Yes:		No:	
	Contract:	Start Date:	<i>Upon Approval</i>	End Date:	<i>9/30/2023</i>

1f	Funding:	
	State Appropriated:	
	Federal Funds:	<i>100%</i>
	Grant Funds:	
	Other (Explain):	

Purchasing Use Only:

Approval #:

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1g

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

Total of \$112,000: \$49,500 for FFY21, \$24,250 for FFY22, and \$38,250 for FFY 23.

2

Provide a description of work/services to be performed or services with goods 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 these services/services with goods 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 these services/services with goods 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 systems to manage and report SNAP Ed Initiatives and do not allow other states to integrate in their systems.

Purchasing Use Only:

Approval #:

220811



5	Were alternative services or commodities evaluated?	Check One:	
		Yes	No
	<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>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.</p> <p>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.</p>		
<p>b. <u>If not</u>, why were alternatives not evaluated?</p>			

6	Has the agency purchased these services/services with goods in the past? Check one:				Yes	No
	NOTE: To avoid delays or your request being rejected, if your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.</u>				X	
	<p>a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship with this vendor, or any other vendor</u> for these services/services with goods, the following information <u>must be provided along with the CETS contract number(s) associated with each:</u></p>					
	Term		Value	Short Description	Provide Type of Procurement RFP#, RFQ#, Waiver #	CETS #
	Start Date	End Date				
05/01/2020	9/30/2021	\$49,400	SNAP Ed PEARS Data management System	Waiver #200909	24114	
08/23/2021	9/30/2022	\$73,750	Contract Extension to original contract for SNAP Ed PEARS	Waiver #210806	24114	

7	What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?
	<p>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.</p>

Purchasing Use Only:	
Approval #:	220811. @

8	What efforts were made or conducted to substantiate there is no competition for the services/services with goods and to ensure the price for this purchase is fair and reasonable?
	<i>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.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
	<u><i>NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</i></u>	X	
	a. <i>If yes, please provide details regarding future obligations or needs.</i>		
<i>The PEARS system is proprietary and will be maintained by KSURF annually in order for data to flow from year to year. Ongoing 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</i>			

Purchasing Use Only:

Approval #:

#220811 @

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. Signatures are required from the agency representatives indicated below. The same individual cannot provide approval signatures in both sections.

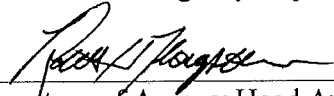

Signature of Agency Representative Initiating Request

Nikki Haag

8/29/2022

Print Name of Agency Representative Initiating Request

Date


Signature of Agency Head Authorizing Request

Robert H. Thompson

08/29/2022

Print Name of Agency Head Authorizing Request

Date

FOR PURCHASING USE ONLY – 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 Cindy Stoeffler at 775-684-0173 or email at cstoeffler@admin.nv.gov.

NOTE: If this box is checked, the agency must include the EITS TIN/CIN approval or approval update as an attachment in CETS.



Approved by:


Administrator, Purchasing Division or Designee

8/30/22
Date

Steve Sisolak
Governor



#220811 (C)

Laura E. Freed
Director

Matthew Tuma
Deputy Director

Timothy Galluzi
State CIO/Administrator

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 | Fax: (775) 687-9097

M E M O R A N D U M

TO: Robert Thompson, Administrator, DWSS, DHHS
Crystal Buscay, Chief Financial Officer, DWSS, DHHS
Bart London, Chief IT Manager, DWSS, DHHS
Tonya Wolf, SNAP-Ed Nutrition Specialist-Program Eval., DWSS, DHHS

CC: Tim Galluzi, State Chief Information Officer/Administrator, EITS, DOA
Robert Dehnhardt, State Chief Information Security Officer, EITS, DOA
David Axtell, State Chief Enterprise Architect, EITS, DOA

FROM: Lisa Jean, TIN Administrator, EITS, DOA

SUBJECT: TIN Completion Memo – DWSS – TIN 269 – *KSURF - Kansas State University Research Foundation* – Update A – BA 3228

DATE: August 29, 2022

We have completed our review for the Department of Health and Human Services (DHHS), Division of Welfare and Supportive Services' (DWSS) – *KSURF - Kansas State University Research Foundation* – TIN 269, Update A.

The submitted TIN, for an estimated value of \$62,750 in the FY22/FY23 biennium and \$49,500 for FY21 (100% USDA FNS SNAP Education Nutrition and Obesity Grant), is to extend the term of the existing contract through September 30, 2023, and to incorporate the cost of the investment for FY23 by \$38,250.

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 tool through KSURF. DWSS has purchased the required licenses and training to use the solution and seeks to extend their license. Currently twelve participating partners use the system for federal reporting.

If there are to be any changes to enterprise services or utilizations, including: network, firewall, server,

#220811 @

Active Directory (AD) integration, telecom, etc., please notify EITS as soon as possible to avoid integration delays.

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

A copy of this memo has 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 CONTRACT1. Contract Number: **26805**Agency Name: **DHHS - WELFARE AND SUPPORTIVE SERVICES**Agency Code: **407**Appropriation Unit: **3238-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Specialized Delivery Services

Contractor Name: **Specialized Delivery Services**Address: **3200 N. Hayden Rd #100**City/State/Zip: **Scottsdale , AZ 85251**

Contact/Phone: Kelly Mack 702/780-1220

Vendor No.: T29045988

NV Business ID: NV20161175678

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

X	General Funds	34.00 %	Fees	0.00 %
X	Federal Funds	66.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **SCaDU Courier**

5. Purpose of contract:

This is a new contract to provide mail courier services for our State Collection and Disbursement Unit (SCaDU) in Las Vegas, Nevada. It is estimated that the daily pick up will involve approximately 100-2000 envelopes.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,885.08**

Payment for services will be made at the rate of \$34.92 per Day of Service

II. JUSTIFICATION

7. What conditions require that this work be done?

SCaDU child support checks and other payment instruments need to be delivered timely to the SCaDU office for appropriate posting and depositing.

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

The state does not provide courier 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):

B2B Delivers
Majestic Courier
Tforce Logistics

b. Solicitation Waiver: **Not Applicable**

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

Out of the 4 vendors who submitted a proposal Specialized Delivery Services showed the capability to provide services with the best price.

d. Last bid date: 08/01/2022 Anticipated re-bid date: 08/03/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

Janae Kelly , null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cbuscay	09/13/2022 09:55:29 AM
Division Approval	cbuscay	09/13/2022 09:55:33 AM
Department Approval	rthomps1	09/13/2022 12:13:08 PM
Contract Manager Approval	ajin0922	09/19/2022 10:52:03 AM
Budget Analyst Approval	jpeat	09/21/2022 09:53:50 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26610**

Agency Name:	DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name:	SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY, dba ROSE Foundation
Agency Code:	407	Contractor Name:	SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY, dba ROSE Foundation
Appropriation Unit:	4862-04	Address:	340 N. 11 Street
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89101
If "No" please explain:	Not Applicable	Contact/Phone:	TRACEY TORRENCE 702.477.3191
		Vendor No.:	T80095680
		NV Business ID:	NV20001519130

To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

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

Agency Reference #: 407

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2022**

Anticipated BOE meeting date 08/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **3 years and 283 days**4. Type of contract: **Contract**Contract description: **EAP Intake Site**

5. Purpose of contract:

This is a new contract to provide ongoing Energy Assistance Program application assistance services for home energy benefits to low income and senior populations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Payment for services will be made at the rate of \$10.00 per per completed application

II. JUSTIFICATION

7. What conditions require that this work be done?

Funding through the Low Income Home Energy Assistance Program block grant allows for increased program access for applicants by collaboration with various entities to assist with the EAP application completion process.

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

These various public and non-profit vendors assist with the EAP application process, which significantly decreases processing time by state employees.

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):

ROSE Foundation - Southern Nevada Regional Housing Authority
Cappalappa Family Resource Center
Food Bank of Northern Nevada
East Valley Family Services
HopeLink of Southern Nevada
Frontier Community Action Agency

b. Solicitation Waiver: **Not Applicable**

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

The vendor is one of multiple qualified vendors selected to perform this service across the State to ensure EAP Assistance is more accessible to all Nevadans.

d. Last bid date: 02/22/2022 Anticipated re-bid date: 02/01/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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 under contract with DWSS and providing satisfactory service.

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:

Betsy Ransdell, Social Services Program Specialist III Ph: (775) 684-0552

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cbuscay	08/24/2022 12:07:47 PM
Division Approval	cbuscay	08/24/2022 12:07:49 PM
Department Approval	rthomps1	09/12/2022 07:22:57 AM
Contract Manager Approval	mpomerle	09/12/2022 08:12:54 AM
Budget Analyst Approval	jpeat	09/21/2022 10:08:10 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **25144** Amendment Number: **1**

Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **ACTION FOR CHILD PROTECTION**

Agency Code: **409** Contractor Name: **ACTION FOR CHILD PROTECTION**

Appropriation Unit: **3145-13** Address: **8920 Lawyers Road #691210**

Is budget authority available?: **Yes** City/State/Zip: **CHARLOTTE, NC 28227**

If "No" please explain: Not Applicable Contact/Phone: **Kay Thomas 704-845-2121**

Vendor No.: **T29038059**

NV Business ID: **NV20181184852**

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	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/13/2021**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/30/2022**

Termination Date:

Contract term: **1 year and 198 days**4. Type of contract: **Contract**Contract description: **SAFE@Home Assessmnt.**

5. Purpose of contract:

This is the first amendment to the original contract which provides assessment toward implementing the Safety Assessment and Family Evaluation (SAFE) model as intended based on practice standards. This amendment increases the contract maximum from \$28,800 to \$75,300, extends the termination date from September 30, 2022 to June 30, 2023, and amends the scope of work due to the Division's need for continued assessment and implementation support.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$28,800.00	\$28,800.00	\$28,800.00	Yes - Info
2. Amount of current amendment (#1):	\$46,500.00	\$46,500.00	\$75,300.00	Yes - Info
3. New maximum contract amount:	\$75,300.00			
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?

Since the implementation of SAFE Child Welfare Practice Model in Nevada, the Division continues to build its fidelity to the Nevada Safety Model. This assessment will evaluate the SAFE practice and decision-making from a quantitative and qualitative perspective, assess delivery of the model to support least intrusive safety management; consider the impact on practice outcomes; and to assess progress toward addressing implementation drivers such as organizational paradigm, specialist competency, and external systems.

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

State employees are not yet experts in the SAFE Child Welfare Practice Model.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

The developer of the model is the only qualified vendor to assess the implementation of the model.

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

10. a. Does the contract contain any IT components? No

- b. Is the contract part of an IT investment project over \$50,000? 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 2018 and 2019. Services have been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

hbugg

09/23/2022 12:44:16 PM

Division Approval	knielsen	09/23/2022 12:45:58 PM
Department Approval	cpitlock	09/26/2022 08:03:54 AM
Contract Manager Approval	kathr55	09/26/2022 09:10:57 AM
Budget Analyst Approval	rrussum	09/30/2022 08:01:40 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26601**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	FOSTER KINSHIP
Agency Code:	409	Contractor Name:	FOSTER KINSHIP
Appropriation Unit:	3145-31	Address:	3925 W CHEYENNE AVE SUITE 401
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89032-2484
If "No" please explain:	Not Applicable	Contact/Phone:	Ali Caliendo 702/546-9988
		Vendor No.:	T27042172
		NV Business ID:	NV20111783405

To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/29/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **3 years and 275 days**4. Type of contract: **Contract**Contract description: **Parent Training**

5. Purpose of contract:

This is a new contract to provide training to relatives and fictive kin for the initial licensing process per NAC 424, requirements for foster care licensure.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,400.00**

Payment for services will be made at the rate of \$735.00 per training (10 trainings per year x 4 = \$29,400)

Other basis for payment: \$1,500 per year for 1:1 Support Helpline x 4 years = \$6,000

II. JUSTIFICATION

7. What conditions require that this work be done?

This training is required for relative and fictive kin placements per NAC 424.

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

State employees do not have the expertise.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

This vendor has already developed a Nevada-specific curriculum used by Clark County. Using this vendor and the same curriculum will save money by not having a new vendor develop a new curriculum and ensure consistent practices throughout the state. A memo is attached under "Additional Info."

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

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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 been contracting with the agency since 2018. 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:

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:

Maria Hickey, Social Services Program Specialist Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hbugg	08/08/2022 11:08:35 AM
Division Approval	knielsen	08/13/2022 21:14:19 PM
Department Approval	cpitlock	08/15/2022 16:10:43 PM
Contract Manager Approval	kathr55	09/15/2022 13:04:49 PM
Budget Analyst Approval	jpeat	09/29/2022 12:53:03 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26579**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	ADOPTION ADVOCATES, INC.
Agency Code:	409	Contractor Name:	ADOPTION ADVOCATES, INC.
Appropriation Unit:	3229-13	Address:	1801 W. KOENIG LANE
Is budget authority available?:	Yes	City/State/Zip	AUSTIN, TX 78756
If "No" please explain:	Not Applicable	Contact/Phone:	Rory Hall 512/477-1122
		Vendor No.:	T27041846
		NV Business ID:	out of state vendor

To what State Fiscal Year(s) will the contract be charged? **2023-2026**

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

X	General Funds	79.00 %	Fees	0.00 %
X	Federal Funds	21.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/23/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2026**Contract term: **3 years and 281 days**4. Type of contract: **Contract**Contract description: **Out of State Visits**

5. Purpose of contract:

This is a new contract to provide ongoing federally mandated monthly visits for a child (or children) placed outside of Nevada in a residential facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$500.00 per child per visit

Other basis for payment: 2 children per month x 48 months x \$500 = \$48,000

II. JUSTIFICATION

7. What conditions require that this work be done?

Per federal mandate, a contract worker must have face to face visitation with children placed in out-of-state residential facilities every calendar month.

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

The state does not have positions that perform these specific duties for children placed in Texas.

9. Were quotes or proposals solicited?

Yes

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

No

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

Alliance for Children Adoption Agency
Adoption Advocates
Adoption Choices of Texas
Adoption Angels

b. Solicitation Waiver: **Not Applicable**

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

This was the lowest cost responsible vendor to reply.

d. Last bid date: 03/16/2022 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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 currently provides this services. Services are satisfactory.

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

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

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

This is an out-of-state vendor that only provides services in Texas.

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

Yes

17. Not Applicable

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

No b. If "NO", please explain.

This is an out-of-state vendor that only provides services in Texas.

19. Agency Field Contract Monitor:

Maria Hickey, Social Services Program Specialist Ph: 775-684-1975

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hbugg	08/01/2022 13:54:04 PM
Division Approval	knielsen	08/23/2022 07:09:10 AM
Department Approval	cpitlock	08/23/2022 10:34:24 AM
Contract Manager Approval	kathr55	08/23/2022 11:07:11 AM
Budget Analyst Approval	jpeat	09/23/2022 15:25:38 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26375**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3281-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Renown Medical School Associates North, Inc.

Contractor Name: **Renown Medical School Associates North, Inc.**Address: **1155 Mill Street #N14**City/State/Zip **Reno, NV 89502**

Contact/Phone: Steve Shell 775-982-5148

Vendor No.: T80991321

NV Business ID: NV19971230247

To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2024**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Fellows Supervision**

5. Purpose of contract:

This is a new contract to provide ongoing psychiatric fellows supervision services to Northern Nevada Child and Adolescent Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$86,944.00**

Payment for services will be made at the rate of \$209.00 per Hour (208 hours per year)

II. JUSTIFICATION

7. What conditions require that this work be done?

The University of Nevada Reno School of Medicine provides essential psychiatric assessment and support services in support of psychiatric, mobile crisis, and outpatient services provided by Northern Nevada Child and Adolescent Services.

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

The Division has insufficient staff to provide the services provided by the University of Nevada Reno School of Medicine. In addition, the services provided serve as practical learning experience for University of Nevada Reno School of Medicine fellows.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 #: 220803

Approval Date: 08/02/2022

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

This vendor has an affiliation agreement with the University of Nevada, Reno to manage their clinical services.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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

The University of Nevada Reno School of Medicine is part of the State of Nevada and some of its employees will be performing the services.

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

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

The contractor has been under contract with the Division. Services have been satisfactory.

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

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

Not Applicable

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

16. Not Applicable

17. Not Applicable

18. Not Applicable

19. Agency Field Contract Monitor:

Rhonda Lawrence, Clinical Program Mgr. 2 Ph: 775-688-2421

Imran Hyman , Admin Services Officer 2 Ph: 775-688-1636

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ihyman	05/24/2022 09:47:30 AM
Division Approval	knielsen	09/27/2022 14:44:59 PM
Department Approval	cpitlock	09/27/2022 15:40:31 PM
Contract Manager Approval	sknigge	09/27/2022 15:55:59 PM
Budget Analyst Approval	jpeat	09/29/2022 07:47:17 AM



**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#:	2208030

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	STATE AGENCY NAME REQUIRED: <i>Division of Child and Family Services (DCFS)- Northern Nevada Child and Adolescent Services (NNCAS)</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Sharon Knigge</i>	<i>774-684-7952</i>	<i>Sharon.knigge@dcfs.nv.gov</i>
	<i>Imran Hyman</i>	<i>775-688-1636</i>	<i>ihyman@dcfs.nv.gov</i>
	<i>Katrina Nielsen</i>	<i>775-684-4414</i>	<i>knielsen@dcfs.nv.gov</i>

1b	Vendor Information:	
	Vendor Name:	<i>Renown Medical School Associates North, Inc.</i>
	Contact Name:	<i>Steve Shell</i>
	Complete Address: City, State, and Zip Code	<i>85 Kirman Avenue, Ste 100, Reno, NV 89502</i>
	Telephone Number:	<i>(775) 982-5148</i>
	Email Address:	<i>Steve.shell@renown.org</i>

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<i>X</i>
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract? Check One:	Yes:	<i>X</i>	No:
	If 'No' Enter Amendment Number:	#		
	Enter CETS Number:	#26375		

1e	Term:			
	One (1) Time Purchase? Check One:	Yes:		No:
	Contract:	Start Date:	<i>10/1/22</i>	End Date:
				<i>X</i>
				<i>9/30/24</i>

1f	Funding:	
	State Appropriated:	
	Federal Funds:	<i>100%</i>

Grant Funds:	
Other (Explain):	

Purchasing Use Only:	
Approval #:	220803 (2)

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$86,944

2	Provide a description of work/services to be performed or services with goods to be purchased:
	Attending Board Certified Child and Adolescent Psychiatrist to provide direct clinical oversight of four (4) UNR School of Medicine Child/Adolescent Psychiatric Fellows in community training clinic in Washoe County at Northern Nevada Child and Adolescent Services (NNCAS) clinic at 2655 Enterprise Road, Reno, Nevada 89512 providing direct psychiatric evaluation and ongoing treatment to children and youth.

3	What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?
	<p>Attending MD physician requirements to provide on-site clinical supervision and oversight of UNSOM Child/Adolescent Psychiatric Fellows providing direct child and adolescent psychiatric services at NNCAS:</p> <ul style="list-style-type: none"> -must be either Board Certified Child and Adolescent Psychiatrist or approved Child and Adolescent Psychiatrist by the ACGME; -must be a community faculty member of the University of Nevada Reno School of Medicine (UNSOM); and -must be approved by the UNSOM Program Evaluation Committee and Program Director.

4	Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:
	See #3 for specific qualifications and service requirements.

5	Were alternative services or commodities evaluated?	Check One:	
		Yes	No
			X
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.		
	b. <u>If not</u> , why were alternatives not evaluated?		

	This is an ongoing relationship with UNR to support students in their medical school and provide continuity of care for child and adolescent psychiatric services.
--	--

Purchasing Use Only:

Approval #:

2208030

6	Has the agency purchased these services/services with goods in the past? Check One:					Yes	No
	NOTE: To avoid delays or your request being rejected, if your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.</u>					X	
	a. <u>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for these services/services with goods, the following information must be provided along with the CETS contract number(s) associated with each:</u>						
	Term		Value	Short Description	Provide Type of Procurement RFP#, RFQ#, Waiver #	CETS #	
	Start Date	End Date					
	7/1/20	9/30/22	\$153,080	University of Nevada, Reno School of Medicine Integrated Clinical	N/A, contract was with state agency	23237	
		\$					
		\$					
		\$					
		\$					

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?	
7	<p>The results of denial of this waiver request:</p> <ul style="list-style-type: none"> UNR Child/Adolescent Psychiatric Fellows clinic at NNCAS will force the clinic's closure discontinuing child/adolescent psychiatric services to at least 100 children and youth with determination of "Severe Emotional Disturbance" in Washoe County (to include children/youth who are dependents of Washoe County Human Services Agency – Child Welfare); <p>The potential closure of this psychiatric program in a HRSA designated child/adolescent mental health services shortage area with few if any other community-based psychiatric clinics for referral will be to:</p> <ul style="list-style-type: none"> create severe disruption in the stabilization of child/youth mental health; contribute to worsening child/youth mental health community-wide crisis; potentially increase utilization of acute psychiatric hospitalization and/or placement in psychiatric residential treatment programs (to include out-of-state placement); create legal and ethical issues related to "abandonment" of necessary medical treatment; and require Director of DHHS and Office of the Governor explanation of this clinic's closure to community members, child/parent advocacy organizations, legal aid organizations, children's mental health consortia, councils, and commissions, et al.

#220803@

8	What efforts were made or conducted to substantiate there is no competition for the services/services with goods and to ensure the price for this purchase is fair and reasonable?
	Continuation of services is only taking place due to their recent affiliation agreement with UNR to manage clinical services. Please reference NRS 396.1215.

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
	<u>NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.</u>		
	a. If yes, please provide details regarding future obligations or needs.		
Given the affiliation agreement between Renown and UNR is a 50 year agreement, the Division will need to continue to contract with Renown for these services.			

Purchasing Use Only:	
Approval #:	

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. Signatures are required from the agency representatives indicated below. The same individual cannot provide approval signatures in both sections.

Rhonda M Lawrence DCFS, Clinical Program Manager II
 Signature of Agency Representative Initiating Request
 Rhonda M Lawrence, CPM II 7/5/22

Print Name of Agency Representative Initiating Request Date

Katrina Nielsen
 Signature of Agency Head Authorizing Request

Katrina Nielsen 7/11/22
 Print Name of Agency Head Authorizing Request Date

FOR PURCHASING USE ONLY – 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:

220803 @

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 Cindy Stoeffler at 775-684-0173 or email at cstoeffler@admin.nv.gov.

NOTE: If this box is checked, the agency must include the EITS TIN/CIN approval or approval update as an attachment in CETS.	
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Approved by:

Kevin D. Doty

Administrator, Purchasing Division or Designee

08/02/2022

Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26594**Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES**Agency Code: **409**Appropriation Unit: **3646-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ACCO ENGINEERED SYSTEMS, INC.**Contractor Name: **ACCO ENGINEERED SYSTEMS, INC.**Address: **6678 W. Sunset Rd. Suite 160**City/State/Zip: **Las Vegas, NV 89118**Contact/Phone: **Mike Nilson 702-405-1811**Vendor No.: **T27042871**NV Business ID: **NV19551000749**To what State Fiscal Year(s) will the contract be charged? **2023**

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

X	General Funds	59.00 %	Fees	0.00 %
X	Federal Funds	41.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/28/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2023**Contract term: **275 days**4. Type of contract: **Contract**Contract description: **Boiler Replacement**

5. Purpose of contract:

This is a new contract to replace the boiler in building 7.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,710.00**

Payment for services will be made at the rate of \$23,710.00 per Entire Project

II. JUSTIFICATION

7. What conditions require that this work be done?

The current boiler is semi functional. It needs to be reset multiple times per day. New temperature sensors and control switches have been installed, but problems persist. The unit is over 7 years old and the warranty has since expired.

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

No state employees have the needed expertise.

9. Were quotes or proposals solicited?

Yes

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

No

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

ACCO Engineered Systems Inc.
Emcor Services
LMS Boiler Servicesb. Solicitation Waiver: **Not Applicable**

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

The selected vendor submitted the lowest quote.

d. Last bid date: 03/15/2022 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor has performed work for multiple agencies since 2019. 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:

Rick Rassier, Admin Services Officer III Ph: 702-486-1335

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	07/19/2022 16:27:30 PM
Division Approval	knielsen	09/09/2022 00:47:28 AM
Department Approval	cpitlock	09/15/2022 15:52:45 PM
Contract Manager Approval	sknigge	09/16/2022 16:14:25 PM
Budget Analyst Approval	jpeat	09/28/2022 10:33:07 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **26599**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	ACE WORLD WIDE MOVING & STORAGE
Agency Code:	409	Contractor Name:	ACE WORLD WIDE MOVING & STORAGE
Appropriation Unit:	3646-04	Address:	1841 E CRAIG RD STE B
Is budget authority available?:	Yes	City/State/Zip	NORTH LAS VEGAS, NV 89030-3392
If "No" please explain:	Not Applicable	Contact/Phone:	Nick Pizzariello 702-415-8289
		Vendor No.:	T29027950A
		NV Business ID:	NV20001477028

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

X	General Funds	59.00 %	Fees	0.00 %
X	Federal Funds	41.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/31/2026**Contract term: **3 years and 314 days**4. Type of contract: **Contract**Contract description: **Moving Services**

5. Purpose of contract:

This is a new contract to provide ongoing moving services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,680.00**

Other basis for payment: See Section 4-Consideration. Contract amount based on historical average of \$8,420 per year on previous contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

To provide as needed relocation services for Division offices.

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

There is no State agency to perform this service and no staff available to perform this task.

9. Were quotes or proposals solicited?

Yes

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

No

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

Ace World Wide
Discount Movers
Champion Movers

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor had the lowest rates and no minimum time requirements.

d. Last bid date: 05/16/2022 Anticipated re-bid date: 05/04/2026

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor has been under contract with the Division since 2020. 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:

Rick Rassier, Admin Services Officer III Ph: 702-486-4335

Crista Hill, Program Officer 1 Ph: 702-486-8064

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	07/19/2022 16:26:39 PM
Division Approval	knielsen	08/13/2022 17:55:02 PM
Department Approval	cpitlock	08/19/2022 09:01:44 AM
Contract Manager Approval	sknigge	08/25/2022 12:44:13 PM
Budget Analyst Approval	jpeat	09/21/2022 12:07:10 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **25780**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	GEN TECH OF NEVADA, INC.
Agency Code:	409	Contractor Name:	GEN TECH OF NEVADA, INC.
Appropriation Unit:	3646-07	Address:	4785 COPPER SAGE ST
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89115-1896
If "No" please explain:	Not Applicable	Contact/Phone:	Marissa Dowd 702/633-6400
		Vendor No.:	PUR0003001A
		NV Business ID:	NV20161487647

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

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

X	General Funds	59.00 %	Fees	0.00 %
X	Federal Funds	41.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/27/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2026**Contract term: **3 years and 339 days**4. Type of contract: **Contract**Contract description: **Generator Services**

5. Purpose of contract:

This is a new contract to provide ongoing maintenance services and emergency repairs on the generator.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,572.00**

Payment for services will be made at the rate of \$380.00 per Quarterly Service

Other basis for payment: \$1,285 per annual inspection; \$718 per annual Load Bank Test

II. JUSTIFICATION

7. What conditions require that this work be done?

Desert Willow Treatment Center is a Joint Commission accredited hospital. As part of a Joint Commission standard, the facility is required to run annual generator tests to ensure the hospital has back-up resources in the event of a power failure. Additionally, these tests will help ensure that state equipment is running properly.

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

The Division does not have any staff with the needed expertise.

9. Were quotes or proposals solicited?

Yes

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

No

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

Gen-Tech Power Generation Specialists
Loftin Equipment Company
W. W. Williams

b. Solicitation Waiver: **Not Applicable**

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

This vendor also services the adult generator and are familiar with the area and how important the generator is when it's needed.

d. Last bid date: 02/11/2022 Anticipated re-bid date: 12/17/2025

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has been under contract with the Division 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:

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:

Wendy Brown, Accountant 2 Ph: 702-486-6002

Rick Rassier, Admin Services Officer 3 Ph: 702-486-4335

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	prassie1	03/30/2022 11:36:08 AM
Division Approval	knielsen	09/20/2022 14:38:59 PM
Department Approval	cpitlock	09/20/2022 15:04:50 PM
Contract Manager Approval	sknigge	09/20/2022 15:27:03 PM
Budget Analyst Approval	jpeat	09/27/2022 09:15:21 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26763**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: **DIVERSIFIED THERMAL SERVICES, INC.**Contractor Name: **DIVERSIFIED THERMAL SERVICES, INC.**Address: **3575 W CHEYENNE AVEUNE STE 107**City/State/Zip: **LAS VEGAS, NV 89032**Contact/Phone: **SHANE REED 702-595-9733**Vendor No.: **T29045838**NV Business ID: **NV20201815525**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 **09/22/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2026**Contract term: **3 years and 344 days**4. Type of contract: **Contract**Contract description: **Delta Controls**

5. Purpose of contract:

This is a new ongoing contract to provide repair, inspections and system updates services for the Delta Energy Management heating, ventilation, air conditioning, and refrigeration controls at Nevada National Guard facilities in southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$97,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This is a new contract for inspections, updates, repairs and service work on the Delta Energy Management HVACR controls on an "as needed" basis for Nevada National Guard in Southern Nevada locations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency does not the equipment or the certifications to do this type of work.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Per the Purchasing Administrator, a solicitation waiver is not required for ongoing or continued licensing, maintenance and/or support for a system already purchased/installed and in use by the State. These ongoing requirements are contemplated as a part of the initial procurement.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	09/07/2022 12:07:57 PM
Division Approval	ctyle1	09/07/2022 12:07:59 PM
Department Approval	ctyle1	09/07/2022 12:08:02 PM
Contract Manager Approval	csnido1	09/14/2022 09:16:07 AM
Budget Analyst Approval	jpeat	09/22/2022 11:01:41 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26765**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: ENGIN8, LLC
Agency Code: 431	Contractor Name: ENGIN8, LLC
Appropriation Unit: 3650-07	Address: 701 BRIDGER AVENUE SUITE 520
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89101
If "No" please explain: Not Applicable	Contact/Phone: SOREN PETERSON 702-823-8682
	Vendor No.: T29045881
	NV Business ID: NV20191128377

To what State Fiscal Year(s) will the contract be charged? **2023-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	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 **09/20/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2023**Contract term: **1 year and 10 days**4. Type of contract: **Contract**Contract description: **Engineering Services**

5. Purpose of contract:

This is a new contract to provide engineering design services for a plumbing project at the Las Vegas Readiness Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

To obtain as-built documents for future projects and planning.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of skills and qualifications.

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. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	09/07/2022 12:08:42 PM
Division Approval	ctyle1	09/07/2022 12:08:44 PM
Department Approval	ctyle1	09/07/2022 12:08:47 PM
Contract Manager Approval	csnido1	09/07/2022 17:08:58 PM
Budget Analyst Approval	jpeat	09/20/2022 13:18:50 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26764**

Agency Name:	ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name:	SOUTHLAND INDUSTRIES
Agency Code:	431	Contractor Name:	SOUTHLAND INDUSTRIES
Appropriation Unit:	3650-07	Address:	4765 CAMERON STREET
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89103
If "No" please explain:	Not Applicable	Contact/Phone:	JOSH MCINTOSH 702-777-4000
		Vendor No.:	T29045769
		NV Business ID:	NV19621000518
To what State Fiscal Year(s) will the contract be charged?	2023-2027		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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 **09/22/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2026**Contract term: **3 years and 344 days**4. Type of contract: **Contract**Contract description: **Delta Controls**

5. Purpose of contract:

This is a new ongoing contract to provide repair, inspections and system updates services for the Delta Energy Management heating, ventilation, air conditioning, and refrigeration controls at Nevada National Guard facilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$98,799.18****II. JUSTIFICATION**

7. What conditions require that this work be done?

This is a new contract for inspections, updates, repairs and service work on the Delta Energy Management HVACR controls on an "as needed" basis for Nevada National Guard locations.

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 equipment or the certifications to do this type of work.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Per the Purchasing Administrator, a solicitation waiver is not required for ongoing or continued licensing, maintenance and/or support for a system already purchased/installed and in use by the State. These ongoing requirements are contemplated as a part of the initial procurement.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	09/07/2022 12:08:22 PM
Division Approval	ctyle1	09/07/2022 12:08:24 PM
Department Approval	ctyle1	09/07/2022 12:08:27 PM
Contract Manager Approval	csnido1	09/14/2022 09:15:38 AM
Budget Analyst Approval	jpeat	09/22/2022 10:55:01 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26725**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3708-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Wild West Vending, LLC

Contractor Name: **Wild West Vending, LLC**Address: **4933 Victory Blvd.**City/State/Zip: **Elko, NV 89801**

Contact/Phone: Heidi Hutchings 775-340-2956

Vendor No.: T29046012

NV Business ID: NV20171402127

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Offenders Store Fund

Agency Reference #: RFP #44DOC-S2020

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/28/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2026**Contract term: **4 years and 34 days**4. Type of contract: **Revenue Contract**Contract description: **Vending Services**

5. Purpose of contract:

This is a new contract to provide ongoing vending machine services for correctional facilities located in Rural Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,762.00**

Other basis for payment: Region 3 - Rural: Commission on gross sales at a rate of 5%. Commission will be paid to the Nevada Department of Corrections no later than the 15th day of the following month. Estimated total revenue is \$10,762.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a contract to provide continued revenue for the Offenders Store Fund though commission received from vending machine sales.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada Department of Corrections does not have the staff and/or equipment necessary to perform this service. No other State agency offers this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Sysco USA 1, Inc.
First Class Vending Inc.
Atlantis Beverage Company Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #44DOC-S2020, and in accordance with NRS 333, the selected vendor was the only vendor to submit a proposal.

d. Last bid date: 05/12/2022 Anticipated re-bid date: 06/15/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

With the Nevada Department of Corrections in 2017 - 2021. They have been deemed satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	zhoefflin	08/25/2022 11:54:40 AM
Division Approval	zhoefflin	08/25/2022 11:54:47 AM
Department Approval	lluca2	08/25/2022 13:41:27 PM
Contract Manager Approval	smong1	08/26/2022 08:09:39 AM
Budget Analyst Approval	jpeat	09/28/2022 10:01:45 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26559**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3716-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: American Chiller Service, Inc.

Contractor Name: **American Chiller Service, Inc.**Address: **ACS****PO Box 1887**City/State/Zip: **Rancho Cordova, CA 95741-1887**

Contact/Phone: Ben Barlow 775-322-9900

Vendor No.: PUR0005542A

NV Business ID: NV19921063155

To what State Fiscal Year(s) will the contract be charged? **2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **Yes**

If "Yes", please explain

Chiller required to be installed due to unseasonably high temperatures prior to contract approval. If the chiller was not installed, the activities building could not be used by staff and inmates due to temperatures and lack of air flow.3. Termination Date: **09/30/2022**Contract term: **91 days**4. Type of contract: **Contract**Contract description: **Emerg. Chiller Rent**

5. Purpose of contract:

This is a new contract to provide a rental of McQuay 50-ton Air-Cooled Chiller & Pump to provide cooling to the activities room at Warm Springs Correctional Center, which houses Medical, Education and the Gym. This unit is necessary to provide cooling during the summer months until the Capital Improvement Project is completed to put a new chiller in place.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,500.00**

Payment for services will be made at the rate of \$6,500.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Activities Building at Warm Springs Correctional Center, which houses Medical, Education, and the Gym, does not currently have a working chiller or HVAC unit. Without adequate cooling, this creates a health and safety issue for inmates & staff to occupy this building

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 expertise and/or equipment for this service. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

American Chiller Service
Nevada Chiller & Boiler
Trane

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor who had a chiller unit available for rental during this period of time

d. Last bid date: 06/15/2022 Anticipated re-bid date: 06/15/2022

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

CETS # 22329 Nevada Department of Corrections contract for LCC - work 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:

John Meyer, Acting Facility Supervisors Ph: 775-977-5832

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mashcra1	09/23/2022 15:07:49 PM
Division Approval	mashcra1	09/23/2022 15:08:05 PM
Department Approval	mashcra1	09/23/2022 15:08:33 PM
Contract Manager Approval	krey nol3	09/26/2022 09:23:37 AM
Budget Analyst Approval	r r ussum	09/29/2022 12:54:06 PM

Steve Sisolak
Governor

Charles Daniels
Director

Lisa Lucas
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

Date: September 23, 2022

To: Budd Milazzo, Executive Branch Budget Officer
Governor's Finance Office, Budget Division

Subject: Retroactive Contract American Chiller, Inc.

Nevada Department of Corrections respectfully requests the approval for the retroactive contract between the Nevada Department of Corrections (NDOC) and American Chiller, Inc.

NDOC is requesting a retroactive effective date of July 1, 2022, as American Chiller, Inc. was contacted to provide a portable chiller to Warm Springs Correctional Center due to HVAC equipment failure and excessive temperatures. The temperatures exceeded 95 degrees and the staff and inmates were not able to live or work in the area.

The contract for American Chiller, Inc. is for equipment rental from July 1, 2022 to September 30, 2022.

Thank you for your time and consideration of this matter.

Michelle Ashcraft,
Chief of Fiscal Services
Nevada Department of Corrections

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26820**

Agency Name:	COMMISSION ON MINERAL RESOURCE	Legal Entity Name:	Board of Regents OBO - University of Nevada, Reno
Agency Code:	500	Contractor Name:	Board of Regents OBO - University of Nevada, Reno
Appropriation Unit:	4219-09	Address:	BOARD OF REGENTS NSHE UNIVERSITY OF NEVADA, RENO
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89557
If "No" please explain:	Not Applicable	Contact/Phone:	Thomas A. Landis 775-784-4040
		Vendor No.:	D35000816
		NV Business ID:	NV20161295653

To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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 %	X	Fees	100.00 % Mining Claims
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/20/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2023**Contract term: **1 year and 102 days**4. Type of contract: **Interlocal Agreement**Contract description: **Mining District File**

5. Purpose of contract:

This is a new interlocal agreement to provide digitization and storage of Nevada's historic mining records, as well as have records available to the public.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$38,232.00**

Other basis for payment: Upon invoice with documentation or work completed

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Minerals is responsible for and collecting and disseminating information on mineral exploration, production, and related topics. The Nevada Bureau of Mines and Geology (NBMG) serves as a bureau of information and exchange on Nevada's mineral industry, mineral resources, and geology. This work program will achieve the responsibilities for the Division of Minerals to collect and disseminate information on the Mineral Industry in accordance with NRS 513.073(1)(2) and meet the required statutes for NBMG. The interlocal contract will result in the digitization thousands to tens of thousands of historical Nevada mineral and energy resources information and make the data available online on the Mining District Files of Nevada website.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Bureau of Mines and Geology (NBMG) currently maintains the Mining District Files of Nevada website and has the equipment, knowledge, and experience with the cataloging, digitization, and management of the data.

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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

Yes If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

8%

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

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	vkneefel	09/14/2022 13:32:53 PM
Division Approval	vkneefel	09/14/2022 13:32:59 PM
Department Approval	dvisher	09/14/2022 13:36:33 PM
Contract Manager Approval	rghiglie	09/14/2022 13:41:41 PM
Budget Analyst Approval	jpeat	09/20/2022 10:46:16 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **20852** Amendment Number: **1**

Agency Name: **DEPARTMENT OF AGRICULTURE** Legal Entity Name: **EWELL EDUCATIONAL SERVICES, INC.**

Agency Code: **550** Contractor Name: **EWELL EDUCATIONAL SERVICES, INC.**

Appropriation Unit: **4546-04** Address: **PO BOX 15924**

Is budget authority available?: **Yes** City/State/Zip: **COLLEGE STATION, TX 77841-5125**

If "No" please explain: Not Applicable Contact/Phone: **Russell Ewell 979/446-0865**

Vendor No.: **T27033933A**

NV Business ID: **NV20141454399**

To what State Fiscal Year(s) will the contract be charged? **2019-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Livestock and Plant Inspection Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/31/2018**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **10/30/2022**Contract term: **5 years**4. Type of contract: **Contract**Contract description: **Automated Fee System**

5. Purpose of contract:

This is the first amendment to the original contract which provides an automated web-based system for plant and livestock industry inspections, registrations, and fee collections. This amendment extends the termination date from October 30, 2022 to October 30, 2023 and increases the maximum amount from \$473,173.00 to \$500,319.19 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:	\$473,173.00	\$473,173.00	\$473,173.00	Yes - Action
2. Amount of current amendment (#1):	\$27,146.19	\$27,146.19	\$27,146.19	Yes - Info
3. New maximum contract amount:	\$500,319.19			
and/or the termination date of the original contract has changed to:	10/30/2023			

II. JUSTIFICATION

7. What conditions require that this work be done?

This vendor has created a custom system for multiple program services specific to the Animal and Plant Health and Compliance Division with the NDA. This includes (not all inclusive) the registration of produce farms to verify whether they must comply with federal regulations, the registration of hemp farms, the registration of pesticides and fertilizers, and statutorily required registration and inspection programs within the Division of Animal Industry. These systems also facilitate the payment of thousands of registration/licensing/inspection payments. Being that this is a custom system, it best serves the public and users to proceed with an extended contract to continue this service to prevent transition issues (Which are nearly always lengthy), data migration challenges and delays, and the potential delay in issuing registrations and licensure that are required for operations to proceed with business activities. Further, the NDA has received TIN approval and is in the RFI process to establish a department-wide system, encompassing far more programs, is anticipated and being budgeted for during the next biennium. The increase in dollar amount will bring the contract total to FY22 actuals, which should provide enough authority to cover the added year.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The employees of the Department of Agriculture do not have the programming skill to create this database, nor maintain it in a cost-efficient manner.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 180304

Approval Date: 05/25/2018

c. Why was this contractor chosen in preference to other?

Lowest overall cost, and upfront costs were minimum. They have the expertise to expand into other divisions by customizing to our specific needs.

d. Last bid date: Anticipated re-bid date: 11/30/2022

10. a. Does the contract contain any IT components? Yes

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Agriculture, 2016-Present. The service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rgiffor1	08/24/2022 13:56:50 PM
Division Approval	cmatijev	08/25/2022 08:24:11 AM
Department Approval	cmatijev	08/25/2022 10:11:15 AM
Contract Manager Approval	cprasa1	09/21/2022 12:18:40 PM
EITS Approval	ljean	09/21/2022 13:27:35 PM
Budget Analyst Approval	thick2	09/22/2022 10:37:49 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26807**Agency Name: **DEPARTMENT OF AGRICULTURE**Agency Code: **550**Appropriation Unit: **4554-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Tholl Fence, Inc.

Contractor Name: **Tholl Fence, Inc.**Address: **PO Box 855**City/State/Zip: **Sparks, NV 89432**

Contact/Phone: Andi Mendez 775-358-8680

Vendor No.: PUR0001319B

NV Business ID: NV19591000420

To what State Fiscal Year(s) will the contract be charged? **2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds **100.00 %** Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 23-13

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2023**Contract term: **141 days**4. Type of contract: **Contract**Contract description: **Gate Modification**

5. Purpose of contract:

This is a new contract to provide replacement of an existing gate motor with a HiSecurity model SlideSmart DC15 to operate an existing ten-foot gate.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,440.00**

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?

Due to safety and security concerns, the current gate must be replaced.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Department of Agriculture does not employ certified gate technicians and therefore lacks the skills and resources to complete the gate motor replacement project within the organization.

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):

Artistic Fence

Tholl Fence

Mule Fence

Silver State Fence

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the most affordable vendor.

d. Last bid date: 08/24/2022 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Transportation in 2022, work 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:

Gregg Keyes, Facilities Manager Ph: 775-353-3727

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rgiffor1	09/27/2022 16:19:10 PM
Division Approval	jwilli32	09/29/2022 09:15:58 AM
Department Approval	jwilli32	09/29/2022 09:16:02 AM
Contract Manager Approval	cprasa1	09/29/2022 10:31:40 AM
Budget Analyst Approval	jpeat	10/10/2022 15:10:13 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26723**Agency Name: **DPS-DIRECTOR'S OFFICE**Agency Code: **650**Appropriation Unit: **4706-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ARCHIVESOCIAL, LLC**Contractor Name: **ARCHIVESOCIAL, LLC**Address: **PO BOX 3330**City/State/Zip: **DURHAM, NC 27702-3330**Contact/Phone: **TJ HUGHES 888-558-6032**Vendor No.: **T29042635A**NV Business ID: **T29042635A**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Cost Allocated

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/03/2022**Anticipated BOE meeting date **09/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2026**Contract term: **3 years and 333 days**4. Type of contract: **Contract**Contract description: **Social Media Archive**

5. Purpose of contract:

This is a new contract to provide social media archiving for the Department of Public Safety (DPS).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,874.40**

Payment for services will be made at the rate of \$7,968.60 per Year

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Public Safety (DPS) requires a social media archiving, monitoring, and analytics software to comply with the Nevada Public Records Act and to mitigate the increasing risk that these digital communications present.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State of Nevada does not have the staff or software program to perform these duties.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**ArchiveSocial
PageFreezer
SMARSH Inc**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

ArchiveSocial provided the best quote for the services requested and has a good reputation in social media archiving amongst local and state government agencies.

d. Last bid date: Anticipated re-bid date: 10/31/2025

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLC

ArchiveSocial is based out of Durham North Carolina. All the services provided by ArchiveSocial will be performed online and out of the State of Nevada.

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

ArchiveSocial is based out of Durham North Carolina. All the services provided by ArchiveSocial will be performed online and out of the State of Nevada.

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Unknown as no Secretary of State Business license exists.

19. Agency Field Contract Monitor:

Yoko Kim Smith, PIO Ph: 775-309-9144

null, null Ph: null

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lgallow1	08/18/2022 17:11:56 PM
Division Approval	lgallow1	08/18/2022 17:12:00 PM
Department Approval	jdekoekk	08/19/2022 09:08:07 AM
Contract Manager Approval	jdekoekk	09/22/2022 11:04:07 AM
Budget Analyst Approval	dspeed1	10/03/2022 17:29:42 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: **21967** Amendment Number: **1**

Legal Entity Name: **WILLERS, BONNIE J.**

Agency Name: **DPS-HIGHWAY PATROL** Contractor Name: **WILLERS, BONNIE J.**

Agency Code: **651** Address: **1581 NELCHINA ST. A2**

Appropriation Unit: **4713-04** City/State/Zip: **ANCHORAGE, AK 99501**

Is budget authority available?: **Yes** Contact/Phone: **BONNIE WILLERS 503-320-7214**

If "No" please explain: Not Applicable Vendor No.: **T27028551**

NV Business ID: **NV20151179210**

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 %
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 **07/01/2019**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2023**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Optimize Software**

5. Purpose of contract:

This is the first amendment to the original contract which provides professional assistance to optimize the capabilities of the division's vehicle fleet management system (Fleet Focus). This amendment increases the maximum amount from \$49,680.00 to \$67,680.00 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:	\$49,680.00	\$49,680.00	\$49,680.00	Yes - Info
2. Amount of current amendment (#1):	\$18,000.00	\$18,000.00	\$67,680.00	Yes - Info
3. New maximum contract amount:	\$67,680.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Highway Patrol (NHP) staff do not have the expertise and require assistance with incorporating fuel data reporting and the creation and/or customization of existing reports which will allow NHP to manage fleet vehicles in the areas of parts, equipment replacement, fuel cost reporting, work order management, and cost per mile analysis.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no employees in the State with the background and experience necessary to configure the application to generate the reports and queries needed.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Bonnie Willers was the only vendor that responded to this bid.

d. Last bid date: 04/03/2019 Anticipated re-bid date: 04/03/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdefe1	08/17/2022 16:01:18 PM
Division Approval	twollan1	09/09/2022 16:19:15 PM
Department Approval	jdekoekk	09/12/2022 08:10:03 AM
Contract Manager Approval	jdekoekk	09/12/2022 08:10:08 AM
Budget Analyst Approval	jpeat	09/20/2022 10:38:42 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26793**Agency Name: **DPS-FIRE MARSHAL**Agency Code: **656**Appropriation Unit: **3816-25**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FIRETREX, INC.**Contractor Name: **FIRETREX, INC.**Address: **10621 NE 194TH ST**City/State/Zip: **BOTHELL, WA 98011-3043**Contact/Phone: **Dave Monahan 206/501-4480**Vendor No.: **T29039255**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Transfer from SERC and NDEP

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2022**

Anticipated BOE meeting date 11/2023

Retroactive? **Yes**

If "Yes", please explain

Due to negotiation with vendor.3. Termination Date: **07/31/2026**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Training Database**

5. Purpose of contract:

This is a new contract which provides the hosting, maintenance, technical support, and routine updating of the system to include annual on-site training to the State Fire Marshal's Training Bureau.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$38,000.00**

Payment for services will be made at the rate of \$7,500.00 per Software Licensing and Maintenance

Other basis for payment: \$2,000 per year for annual travel and training expenses.

II. JUSTIFICATION

7. What conditions require that this work be done?

Support, maintenance, and customization of the NV IMPACT certification and training system. Data imports, certificate issuance support, and report design/implementation. User training, feature design, and functional consultations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees within DPS and other agencies do not have the necessary skills to develop a web-based system to provide the necessary functionality needed by the division.

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 #: 220701

Approval Date: 07/05/2022

c. Why was this contractor chosen in preference to other?

A new or different vendor would have to learn the processes of the State Fire Marshal's office, as well as learn the working and inner design of a system they did not create. This would create significant delays in desired updates and changes, as well as potential data imports and certificate issuance.

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? Yes
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

NRS 80.015 clearly defines what a business entity is when considering if a business license is required. NRS 80.015(j) states that isolated transactions that are physically performed in Nevada less than 30 days and are not part of a series of transactions is not considered doing business in state. Additionally, the vendor does not meet the requirement of NRS 76.100, paragraph 7(b).

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.

NRS 80.015 clearly defines what a business entity is when considering if a business license is required. NRS 80.015(j) states that isolated transactions that are physically performed in Nevada less than 30 days and are not part of a series of transactions is not considered doing business in state. Additionally, the vendor does not meet the requirement of NRS 76.100, paragraph 7(b).

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:

Brandi Salisbury, Management Analyst 3 Ph: 775-684-7509

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

bsalisbu

09/21/2022 09:12:07 AM

Division Approval	lgallow1	09/23/2022 13:23:42 PM
Department Approval	jdekoekk	10/03/2022 07:31:41 AM
Contract Manager Approval	jdekoekk	10/03/2022 09:58:08 AM
EITS Approval	ljean	10/03/2022 11:44:37 AM
Budget Analyst Approval	jpeat	10/05/2022 09:17:49 AM

Steve Sisolak
Governor



Nevada Department of
Public Safety
Dedication Pride Service

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Nevada State Fire Marshal Division

Stewart Facility
107 Jacobsen Way
Carson City, Nevada 89711
Telephone (775) 684-7501 - Fax (775) 684-7518

Mike Dzyak
State Fire Marshal

Memorandum

DATE: September 21, 2022

TO: Amy Stephenson, Director, Governor's Finance Office

THRU: Dustin Speed, Executive Branch Budget Officer, Governor's Finance Office

FROM: Mike Dzyak, Chief
Department of Public Safety, State Fire Marshal Division

SUBJECT: Retroactive Contract

Attached is a new contract between the Department of Public Safety (DPS), State Fire Marshal Division, and FireTrex for which we are requesting retroactive approval.

The State Fire Marshal Division originally intended for this contract to be completed by August 1, 2022, but due to negotiation with the vendor, the Division did not complete the contract by the deadline.

Based on this occurrence, the Division respectfully requests the BOE's consideration for the approval of the retroactive contract. Please contact me if you have any questions or if I can be of any assistance.

Sincerely,

Mike Dzyak, Chief



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#: 220701@

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

ALL FIELDS ARE REQUIRED - INCOMPLETE REQUESTS WILL BE RETURNED TO THE AGENCY

1a	Agency Contact Information - Note: Approved copy will be sent to <u>ONLY</u> the contact(s) listed below:		
	STATE AGENCY NAME REQUIRED:		DEPARTMENT OF PUBLIC SAFETY FIRE MARSHAL DIVISION
	Contact Name and Title	Phone Number	Email Address
	Dennis Pinkerton, Bureau Chief	775-684-7520	dpinkerton@dps.state.nv.us
	Brandi Salisbury, Management Analyst	775-684-7509	b.salisbury@dps.state.nv.us

1b	Vendor Information:	
	Vendor Name:	FireTrex, Inc.
	Contact Name:	Dave Monahan
	Complete Address: City, State, and Zip Code	10621 NE 194 th St, Bothell, WA 98011
	Telephone Number:	206-452-1976
	Email Address:	davem@firetrex.com

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	X
	Professional Service Exemption:	

1d	Contract Information:			
	Is this a new Contract? Check One:	Yes:	X	No:
	If 'No' Enter Amendment Number:	#		
	Enter CETS Number:	#		

1e	Term:			
	One (1) Time Purchase? Check One:	Yes:		No:
	Contract: 4 Year	Start Date:	08/01/2022	End Date: 07/31/2026

1f	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	50% NDEP and 50% SERC (hazmat funds)

Redd 06/29/22

	Other (Explain):	

Purchasing Use Only:

Approval #:

220701 (2)

1g	Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:
	\$38,000.00

2	<p>Provide a description of work/services to be performed or services with goods to be purchased:</p> <p><i>Support, maintenance, and customization of the NV IMPACT certification and training system. Data imports, certificate issuance support, and report design/implementation. User training, feature design, and functional consultations.</i></p>
---	--

3	<p>What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?</p> <p><i>The NV IMPACT system is a custom implementation with a vendor that has specific experience, knowledge, and history of similar systems and requirements. Significant changes have been made to the base system to improve efficiencies and accuracies for the FM office and the agency users.</i></p>
---	---

4	<p>Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:</p> <p><i>The NV IMPACT system was purchased with the understanding that the vendor had unique experience related to implementing a certification records management system. The system is in daily use with continuing updates and modifications to meet the needs of the State of Nevada. Historical data continues to be imported into the system to provide historical records for end users, and customization continues to streamline processes for the FM office.</i></p>
---	---

	Were alternative services or commodities evaluated?	Check One:	
		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>		
	<p><i>The NV IMPACT system is a custom implementation with a vendor that has specific experience, knowledge, and history of similar systems and requirements. Significant changes have been made to the base system to improve efficiencies and accuracies for the FM office and the agency users.</i></p>		

Purchasing Use Only:	
Approval #:	220701 (2)

6	Has the agency purchased these services/services with goods in the past? Check One:					Yes	No
	NOTE: To avoid delays or your request being rejected, if your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL PREVIOUS WAIVERS MUST ACCOMPANY THIS REQUEST.</u>					X	
	a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship with this vendor, or any other vendor</u> for these services/services with goods, the following information <u>must be provided along with the CETS contract number(s) associated with each:</u>						
	Term		Value	Short Description	Provide Type of Procurement RFP#, RFQ#, Waiver #	CETS #	
	Start Date	End Date					
	01-09-2018	02-07-2022	\$81,000	TRAINING DATABASE	17-SFM-02	18869	
			\$				
			\$				
		\$					

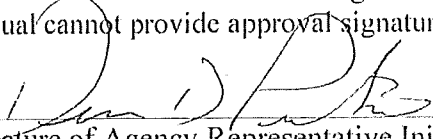
7	What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?
	<i>A new or different vendor would have to learn the processes of the FM office, as well as learn the workings and inner design of a system they did not create. This would create significant delays in desired updates and changes, as well as potential data imports and certificate issuance.</i>

8	What efforts were made or conducted to substantiate there is no competition for the services/services with goods and to ensure the price for this purchase is fair and reasonable?
	<i>The Fire Marshal Division's staff conducted inquiries to other state of Nevada agencies that require maintenance contract and found the proposed Maintenance costs are substantially less than other system maintenance agreements.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
	NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.	X	
	a. If yes, please provide details regarding future obligations or needs.		
	<i>This purchase would only obligate the State to this vendor for future purchase as ongoing maintenance of the system.</i>		

Purchasing Use Only:	
Approval #:	22070102

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. Signatures are required from the agency representatives indicated below. The same individual cannot provide approval signatures in both sections.



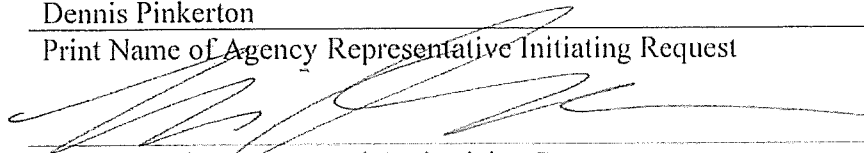
 Signature of Agency Representative Initiating Request

Dennis Pinkerton

 Print Name of Agency Representative Initiating Request

06/29/2022

 Date



 Signature of Agency Head Authorizing Request

Mike Dzyak

 Print Name of Agency Head Authorizing Request

06/29/2022

 Date

FOR PURCHASING USE ONLY – 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 Cindy Stoeffler at 775-684-0173 or email at cstoeffler@admin.nv.gov.

NOTE: *If this box is checked, the agency must include the EITS TIN/CIN approval or approval update as an attachment in CETS.*



Approved by:



 Administrator, Purchasing Division or Designee

7/5/22

 Date

Cindy L. Stoeffler

From: Dennis Pinkerton
Sent: Wednesday, June 29, 2022 10:55 AM
To: Brandi L. Salisbury; Brandilyn Baxter
Subject: FW: Confirmation of CIN Submission

Importance: Low

FYI



Nevada Department of
Public Safety
State Fire Marshal

Dennis Pinkerton, CPM | Employee Development Manager
Bureau Chief - Fire and Hazardous Materials Training and Certification Bureau
State of Nevada | Dept of Public Safety | State Fire Marshal Division
107 Jacobsen Way, Carson City, NV 89711 – Entrance A
Tel: (775) 684.7520 | Cell: (775) 233.9608 | Fax: (775) 684.7507
Email: dpinkerton@dps.state.nv.us | Website: fire.nv.gov

ARSON HOTLINE: 1-844-NV ARSON (682-7766)

Confidentiality Statement: This e-mail and any attachment(s) are intended only for those to which it is addressed and may contain information which is privileged, confidential and prohibited from disclosure and unauthorized use under applicable law. Any review, retransmission, dissemination, or other use of, or taking any action in reliance upon, this information by anyone other than the intended recipient is not authorized. If you are not the intended recipient and/or you are not entitled to receive attorney client privileged material including attorney work product, the release to you of this privileged information is inadvertent, and the release is not intended to waive the attorney client privilege or the subject matter thereof. If you have received this transmission in error, please return the material received to the sender and delete all copies from your system.

From: TIR's <TIRs@admin.nv.gov>
Sent: Wednesday, June 29, 2022 10:53 AM
To: Dennis Pinkerton <dpinkerton@dps.state.nv.us>; Danny Brennan <dbrennan@dps.state.nv.us>
Cc: TIR's <TIRs@admin.nv.gov>; David Axtell <daxtell@admin.nv.gov>
Subject: Confirmation of CIN Submission
Importance: Low

Greetings,

This email is to confirm that a Cloud Investment Notification (CIN) was successfully submitted to EITS.

Here is a summary for your records:

Submission Time: 6/29/2022 5:53:06 PM

Department: Dpt. of Public Safety

Division: State Fire Marshal Division

BA(s): 3816

Primary POC: Dennis Pinkerton

IT POC: Danny Brennan

Investment Name: Fire Trex

Vendor Website: www.firetrex.com

Investment Amount: \$38,000.00

Planned Implementation Date: 2022-08-01

Investment Description: FireTrex agrees to provide Customer services including, but not limited to, access and use of a dedicated web-based training and certification records management system, also known as "NV IMPACT". This is a newly established services agreement for continued maintenance of the DPS-Fire Marshal Division's Training program for software previously designed and installed by FireTrex under former state "contract" Services include the hosting, maintenance, technical support, and routine updating of the system.

Thank you for your submission. Please feel free to use this email to certify that the submission is complete. If there are any questions regarding this investment or if there are any opportunities for collaboration, a representative will reach out to you.

If you have any questions regarding this CIN please feel free to reach out,

Lisa Jean | Enterprise Architect

ljean@admin.nv.gov

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26802**Agency Name: **DEPARTMENT OF WILDLIFE**Agency Code: **702**Appropriation Unit: **4467-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: All Star Custom Hay, LLC

Contractor Name: **All Star Custom Hay, LLC**Address: **600 Western Hills #10**City/State/Zip: **Spring Creek, NV 89815**

Contact/Phone: Josh Smith 775-397-7570

Vendor No.: T29044847A

NV Business ID: NV20212078981

To what State Fiscal Year(s) will the contract be charged? **2023-2025**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **75.00 %** Bonds 0.00 %Highway Funds 0.00 % **X** Other funding **25.00 % Sportsman**

Agency Reference #: #23-19

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2024**Contract term: **2 years and 83 days**4. Type of contract: **Contract**Contract description: **Tractor Rental**

5. Purpose of contract:

This is a new contract to provide tractor and tractor implement rentals for rangeland and emergency wildfire restoration. Primary use for this contract will be to utilize the tractors for reseeding efforts after wildfires.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Wildfires often sterilize the seed bank, thus reseeding after a wildfire can be necessary to jump start the system to provide adequate food and cover for wildlife. Drill seeding with the use of tractors is a tried and true practice for reseeding efforts.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State currently doesn't own the tractors to perform this work and the capital investment of purchase and maintenance out weighs the cost of renting for the frequency of use the state would utilize the equipment. Renting the tractors will allow State employees to implement 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):

United Rentals - Daniel Bradshaw
Northern Nevada Equipment - Andy Brown
All Star Custom Hay - Josh Smith
Triangle S Equipment - TJ Shipy

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

All Star Custom Hay was the only vendor that replied to the solicitation.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

Caleb McAdoo, Supervisor Ph: 775-777-2306

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	nrob1	09/13/2022 08:49:25 AM
Division Approval	jneubau2	09/13/2022 09:26:06 AM
Department Approval	jneubau2	09/16/2022 11:00:29 AM
Contract Manager Approval	jwilkin3	09/22/2022 07:35:00 AM
Budget Analyst Approval	rrussum	10/10/2022 09:44:24 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26790**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: **VYA CONSERVATION DISTRICT**Contractor Name: **VYA CONSERVATION DISTRICT**Address: **VYA SOIL & WATER CONSERVATION
221 W 8TH ST**City/State/Zip: **ALTURAS, CA 96101-3215**Contact/Phone: **Tony Stobiecki 775/557-4001**Vendor No.: **T81000357**NV Business ID: **GOVERNMENT ENTITY**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % **X** Fees **100.00 % Habitat Conservation Fee**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 23-16

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **3 years and 356 days**4. Type of contract: **Interlocal Agreement**Contract description: **Habitat Improvement**

5. Purpose of contract:

This is a new interlocal agreement that establishes a working mechanism to accomplish habitat improvement projects on private and public lands where Vya Conservation District (VCD) has the technical knowledge, expertise, and experienced staff to accomplish the work that NDOW employees do not have the ability to conduct.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Habitat degradation within the jurisdiction of VCD.

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, equipment operation, 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 Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor is another governmental agency.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dchelin1	09/09/2022 13:48:56 PM
Division Approval	jneubau2	09/09/2022 13:50:04 PM
Department Approval	jneubau2	09/16/2022 10:59:55 AM
Contract Manager Approval	jwilkin3	09/20/2022 10:55:38 AM
Budget Analyst Approval	jpeat	10/10/2022 07:52:43 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26794**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Road Runners Club of America, Lake Tahoe Marathon Events

Contractor Name: **Road Runners Club of America, Lake Tahoe Marathon Events**Address: **PO Box 20000**City/State/Zip: **South Lake Tahoe, CA 96151**

Contact/Phone: Les Wright 530.559.2261

Vendor No.:

NV Business ID: NV20222427450

To what State Fiscal Year(s) will the contract be charged? **2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/14/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/16/2022**Contract term: **2 days**4. Type of contract: **Revenue Contract**Contract description: **Revenue Contract**

5. Purpose of contract:

This is a new revenue contract to allow the vendor to host three runs through Sand Harbor State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Commercial Special Event

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada State Parks does not have the time or the expertise to accomplish

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Revenue contract

d. Last bid date:

Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
 b. Is the contract part of an IT investment project over \$50,000? 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:

Kevin Fromherz, Park Supervisor Ph: 775.831.0494

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	09/07/2022 13:16:33 PM
Division Approval	kcopelan	09/07/2022 13:16:38 PM
Department Approval	kcopelan	09/07/2022 13:16:41 PM
Contract Manager Approval	kcopelan	09/07/2022 13:16:46 PM
Budget Analyst Approval	jpeat	10/12/2022 08:56:51 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26831**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Weddings & Events by Emily LLC**Contractor Name: **Weddings & Events by Emily LLC**Address: **2040 Nightrider Drive**City/State/Zip: **Las Vegas, NV 89134**Contact/Phone: **Emily Tansey 702-683-7288**

Vendor No.:

NV Business ID: **NV20151195977**To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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 %	X	Fees	100.00 % USER FEES, RGL 3842
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/29/2022**Anticipated BOE meeting date **10/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2023**Contract term: **1 year and 93 days**4. Type of contract: **Revenue Contract**Contract description: **Revenue Contract**

5. Purpose of contract:

The purpose of this contract is to permit vendor to conduct commercial wedding ceremonies within Valley of Fire State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The vendor will be conducting wedding ceremonies within the park.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. 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. a. Does the contract contain any IT components? No
 b. Is the contract part of an IT investment project over \$50,000? 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:

January 2019-November 2021-contractor is in good standing.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:
 LLC

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

Randy Denter, Park Supervisor Ph: 702-397-2088

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jidema	09/20/2022 10:32:16 AM
Division Approval	jidema	09/20/2022 10:32:19 AM
Department Approval	jidema	09/20/2022 10:32:24 AM
Contract Manager Approval	jidema	09/29/2022 12:30:41 PM
Budget Analyst Approval	jpeat	09/29/2022 12:59:10 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26815**Agency Name: **DCNR - PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4605-06**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **B & T SALES & SERVICE INC**Contractor Name: **B & T SALES & SERVICE INC**Address: **595 SPICE ISLAND DR STE 1**City/State/Zip: **SPARKS, NV 89431-7137**Contact/Phone: **775/322-4128**Vendor No.: **T27040672**NV Business ID: **NV19921023868**To what State Fiscal Year(s) will the contract be charged? **2023-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	97.20 %	X Fees	2.80 % MAINTENANCE OF STATE PARKS
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/26/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2023**Contract term: **1 year and 4 days**4. Type of contract: **Contract**Contract description: **Service contract**

5. Purpose of contract:

This is a new contract to replace old failing fuel pumps at Lahontan State Recreation Area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$82,316.84****II. JUSTIFICATION**

7. What conditions require that this work be done?

Fuel pumps are outdated and unrepairable

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada State Parks does not have the expertise to perform this task.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Franzen Hill
George Herbst
LA Perks
B&T Sales & Service
Fast Teck**
b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

B & T Sales & Service was the only vendor that provided a quote.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:
Charlie Wells, Facility Manager Ph: 775.867.4467

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kcopelan	09/14/2022 09:29:18 AM
Division Approval	kcopelan	09/14/2022 09:29:20 AM
Department Approval	kcopelan	09/14/2022 09:29:23 AM
Contract Manager Approval	kcopelan	09/14/2022 09:29:26 AM
Budget Analyst Approval	jpeat	09/26/2022 08:30:17 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: **22013** Amendment Number: **5**

Agency Name: **DCNR - DIVISION OF WATER RESOURCES** Legal Entity Name: **GANNETT FLEMING INC**

Agency Code: **705** Contractor Name: **GANNETT FLEMING INC**

Appropriation Unit: **4171-15** Address: **585 W. 500 S., SUITE 250**

Is budget authority available?: **Yes** City/State/Zip: **BOUNTIFUL, UT 84010**

If "No" please explain: Not Applicable Contact/Phone: **Gregory Richards 717/827-7207**

Vendor No.: **T32009199**

NV Business ID: **NV19931034047**

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/09/2019**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **07/01/2023**

Termination Date:

Contract term: **3 years and 358 days**4. Type of contract: **Contract**Contract description: **South Fork Eng Svcs**

5. Purpose of contract:

This is the fifth amendment to the original contract to provide professional engineering services for the safe management of South Fork Dam. This amendment increases the maximum amount from \$855,192 to \$953,472 as outlined in Task Order 4, Amendment 1 of the original contract for the construction observation of the toe drain and relief well rehabilitation project.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$90,000.00	\$90,000.00	\$90,000.00	Yes - Action
a. Amendment 1:	\$25,000.00	\$25,000.00	\$25,000.00	Yes - Info
b. Amendment 2:	\$424,341.00	\$424,341.00	\$449,341.00	Yes - Action
c. Amendment 3:	\$17,260.00	\$17,260.00	\$17,260.00	Yes - Info
d. Amendment 4:	\$298,591.00	\$298,591.00	\$315,851.00	Yes - Action
2. Amount of current amendment (#5):	\$98,280.00	\$98,280.00	\$98,280.00	Yes - Info
3. New maximum contract amount:	\$953,472.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

All dams are inspected by a third party engineer to ensure the safety of the structure. This contract provides construction observation and professional engineering services to the toe drain and relief well rehabilitation project occurring at the South Fork Dam and Reservoir.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Division of Water Resources (NDWR) has been conducting inspections over the last 30 years; however, it is standard practice to have an outside entity perform a visual inspection and conduct a comprehensive review every 5 years. NDWR does not have adequate time, staff ability, or expertise necessary to conduct this comprehensive review.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

- a. List the names of vendors that were solicited to submit proposals (include at least three):

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

Vendor was chosen based on committee proposal review using pre-determined evaluation criteria. This vendor received the highest average score from the review committee.

- d. Last bid date: 03/07/2019 Anticipated re-bid date: 03/07/2023

10. a. Does the contract contain any IT components? No

- b. Is the contract part of an IT investment project over \$50,000? 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, the Division of Water Resources has been engaged with this contractor since 2019. The service has been satisfactory.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

sweb4

09/09/2022 08:06:20 AM

Division Approval	sweb4	09/09/2022 08:06:24 AM
Department Approval	kwilliam	09/12/2022 14:48:47 PM
Contract Manager Approval	sweb4	09/12/2022 15:02:34 PM
Budget Analyst Approval	jpeat	09/21/2022 10:37:50 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **21323**Amendment
Number: **1**Agency Name: **DCNR - FORESTRY DIVISION**Legal Entity
Name: **CREICO ENTERPRISES, LLC**Agency Code: **706**Contractor Name: **CREICO ENTERPRISES, LLC**Appropriation Unit: **4195-07**Address: **3184 ENFIELD AVE**Is budget authority
available?: **Yes**City/State/Zip **ELKO, NV 89801-2428**

If "No" please explain: Not Applicable

Contact/Phone: Gary Chapin 775/397-1164

Vendor No.: T32002017

NV Business ID: NV20081370376

To what State Fiscal Year(s) will the contract be charged? **2019-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: NDF 19-014

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **12/10/2018**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **11/01/2022**Contract term: **3 years and 326 days**4. Type of contract: **Contract**Contract description: **North Reg Gen Mntc**

5. Purpose of contract:

This is the first amendment to the original contract to provide preventative maintenance, emergency and non-emergency repairs, remodeling, and parts specifically to facilities of the agency's northern region. This contract increases the maximum not to exceed amount from \$45,000.00 to \$95,000.00 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:	\$45,000.00	\$45,000.00	\$45,000.00	Yes - Info
2. Amount of current amendment (#1):	\$50,000.00	\$50,000.00	\$95,000.00	Yes - Info
3. New maximum contract amount:	\$95,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

Facility related emergency and non-emergency conditions may require immediate attention to address safety and health related liabilities. This contract will allow the division to address these situations expeditiously.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise to perform this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Creico Enterprises, LLC is the only Contractor who responded.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	hedmonds	09/26/2022 13:00:35 PM
Division Approval	dsorensen	09/26/2022 15:49:01 PM
Department Approval	dsorensen	09/26/2022 15:49:04 PM
Contract Manager Approval	rmorse	09/26/2022 15:50:51 PM
Budget Analyst Approval	jpeat	09/29/2022 11:38:16 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **22200**Amendment Number: **2**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4195-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Nevada Department of Wildlife

Contractor Name: **Nevada Department of Wildlife**Address: **6980 Sierra Center Parkway Suite 120**City/State/Zip: **Reno, NV 89511**

Contact/Phone: Jody Wilkinson 775-688-1402

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2020-2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

Agency Reference #: NDF19-052

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/16/2019**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2023**Contract term: **3 years and 288 days**4. Type of contract: **Revenue Contract**Contract description: **Cost Share Agreement**

5. Purpose of contract:

This is the second amendment to the original revenue interlocal agreement which provides for ongoing sharing of pilots and maintenance personnel. This amendment increases the maximum amount from \$80,000 to \$160,000 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:	\$40,000.00	\$40,000.00	\$40,000.00	Yes - Info
a. Amendment 1:	\$40,000.00	\$40,000.00	\$80,000.00	Yes - Action
2. Amount of current amendment (#2):	\$80,000.00	\$80,000.00	\$80,000.00	Yes - Info
3. New maximum contract amount:	\$160,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Wildlife (NDOW) has a limited number of pilots available and mandated flight requirements. In order for NDOW to carry out its mission it is necessary for the Nevada Division of Forestry's (NDF's) pilot to assist with flying designated operations. Additionally, NDOW does not have an aircraft mechanic on staff and therefore will utilize NDF's aircraft mechanic when available.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is an interlocal agreement between state agencies utilizing state employees and equipment.

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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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

Both parties involved in this interlocal agreement are State agencies.

13. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDF and NDOW currently have an agreement for these services which expired June 30, 2019.

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	hedmonds	09/13/2022 22:52:44 PM
Division Approval	dsorensen	09/14/2022 08:27:04 AM
Department Approval	dsorensen	09/14/2022 10:06:16 AM
Contract Manager Approval	rmorse	09/14/2022 10:15:17 AM
Budget Analyst Approval	jpeat	09/29/2022 11:27:59 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26799**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4235-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Thriving Roots, LLC**Contractor Name: **Thriving Roots, LLC**Address: **P. O. Box 302**City/State/Zip: **Silver City, NV 89428**Contact/Phone: **Jacob B. O'Farrell 775-450-7396**Vendor No.: **T29046002**NV Business ID: **NV20212096971**To what State Fiscal Year(s) will the contract be charged? **2023-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds **100.00 %** Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **NDF23-004**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/20/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **4 years and 11 days**4. Type of contract: **Contract**Contract description: **Nursery Maintenance**

5. Purpose of contract:

This is a new contract to provide emergency repairs as needed to facilities at the Washoe Valley Nursery.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Facility related emergency and non-emergency conditions may require immediate attention to address safety and health related liabilities. This contract will allow the division to address these situations expeditiously.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess the knowledge or expertise to perform these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Ponderosa Roofing
Thriving Roots, LLC
East Fork Roofingb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was chosen by a selection committee in accordance with NRS and NAC 333 to be the best suited to perform the services required by the agency and the State.

d. Last bid date: 08/15/2022 Anticipated re-bid date: 02/16/2026

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Amy Bray, Conservation Aid 3 Ph: 775-687-0688

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hedmonds	09/13/2022 22:48:15 PM
Division Approval	dsorensen	09/14/2022 08:25:58 AM
Department Approval	dsorensen	09/14/2022 10:06:38 AM
Contract Manager Approval	rmorse	09/15/2022 10:44:04 AM
Budget Analyst Approval	jpeat	09/20/2022 12:20:13 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26768**Agency Name: **DCNR - STATE LANDS**Agency Code: **707**Appropriation Unit: **4200-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **IMPACT CONSTRUCTION**Contractor Name: **IMPACT CONSTRUCTION**Address: **PO BOX 59**City/State/Zip: **GARDNERVILLE, NV 89410-0059**Contact/Phone: **ZACKARY DOANE 775/783-7693**Vendor No.: **T29038858A**NV Business ID: **NV20161734184**To what State Fiscal Year(s) will the contract be charged? **2023-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Excess Coverage Mitigation Funds from TRPA

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2022**Anticipated BOE meeting date **09/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/15/2023**Contract term: **359 days**4. Type of contract: **Contract**Contract description: **Road excavation**

5. Purpose of contract:

This is a new contract to provide road excavation, compost, and contouring land in order to restore the land to its natural state in Douglas County, APN 1318-26-501-004, 173 Granite Springs Drive, Stateline NV 89449.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,500.00**

Other basis for payment: \$14,500 lump sum will be paid to the vendor when services are complete.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 321.001 give the Division of State Lands the authority to acquire, hold and administer State Lands, and NRS 321.5953 allows for the establishment and management of programs to preserve, enhance and restore lands in the Lake Tahoe Basin. As part of the above statutory authorities, lands or interests in lands are periodically acquired and restored by the Division of State Lands. Road excavation and soil composting are necessary steps towards restoring the parcel to a natural condition.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division of State Lands does not have the personnel, excavation expertise or equipment necessary to perform these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

4G Construction, LLC
Impact Construction
Clauss Excavation, Inc.
Ferguson Excavating, Inc.

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Out of 96 vendors solicited, this was the only vendor to respond and provide a proposal.

d. Last bid date: 08/11/2022 Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

S 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:

Chris LaCasse, Environmental Scientist III Ph: 775684-2725

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mgosejoh	08/26/2022 16:18:22 PM
Division Approval	psmorr1	09/13/2022 10:42:07 AM
Department Approval	kwilliam	09/13/2022 11:51:26 AM
Contract Manager Approval	psmorr1	09/13/2022 13:49:43 PM
Budget Analyst Approval	jpeat	09/21/2022 14:45:57 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: **21689** Amendment Number: **3**

Agency Name: **B&I - INDUSTRIAL RELATIONS DIV** Legal Entity Name: **The Law Offices of Charles R. Zeh, Esq., LLC**

Agency Code: **742** Contractor Name: **The Law Offices of Charles R. Zeh, Esq., LLC**

Appropriation Unit: **4682-04** Address: **CHARLES R ZEH ESQ
50 W Liberty St., Suite 950**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89501-1979**

If "No" please explain: **Not Applicable** Contact/Phone: **Karen Kennedy, Legal Assistant to Charles R Zeh, Esq. 775-323-5700**

Vendor No.: **T29021118**

NV Business ID: **NV19951011050**

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 %
X Federal Funds	16.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	84.00 % Workers' Compensation & Safety Fund

Agency Reference #: **4682-04**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2019**Anticipated BOE meeting date **09/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **09/30/2022**Contract term: **3 years and 50 days**4. Type of contract: **Contract**Contract description: **Legal Services**

5. Purpose of contract:

This is the third amendment to the original contract, which provides ongoing legal services to the Occupational Safety and Health Review Board. This amendment extends the termination date from September 30, 2022 to December 31, 2022 and increases the maximum contract authority amount from \$562,210 to \$594,017 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:	\$450,000.00	\$450,000.00	\$450,000.00	Yes - Action
a. Amendment 1:	\$64,210.00	\$64,210.00	\$64,210.00	Yes - Action
b. Amendment 2:	\$48,000.00	\$48,000.00	\$48,000.00	Yes - Info
2. Amount of current amendment (#3):	\$31,807.00	\$31,807.00	\$79,807.00	Yes - Info
3. New maximum contract amount:	\$594,017.00			
and/or the termination date of the original contract has changed to:	12/31/2022			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 618.585(2) "The Occupational Safety and Health (OSH) Review Board may employ legal counsel to advise it concerning matters which come before it."

Independent counsel is required in order to avoid potential conflict of interest.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The OSH Review Board is required to hold hearings on written appeals or notices of contest under NRS 618.585 and NRS 618.605. There is a conflict of interest since Division Counsel represents Occupational Safety and Health Administration (OSHA) in each contested matter. Therefore, outside counsel must be used.

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?

Superior qualification and experience in these areas

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	jhanse4	09/30/2022 14:34:59 PM
Division Approval	jhanse4	09/30/2022 14:36:49 PM
Department Approval	jhanse4	09/30/2022 14:37:00 PM
Contract Manager Approval	jhanse4	09/30/2022 14:40:16 PM
Budget Analyst Approval	bmacke1	09/30/2022 17:42:09 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26813**Agency Name: **DEPARTMENT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4715-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED POWER PROTECTION INDUSTRIES**Contractor Name: **ADVANCED POWER PROTECTION INDUSTRIES**Address: **25395 COPPER LEAF, CT.**City/State/Zip: **MURRIETA, CA 92563**Contact/Phone: **DAVID FEIVELSON 866/975-2774**Vendor No.: **PUR0005058**NV Business ID: **NV20061744755**To what State Fiscal Year(s) will the contract be charged? **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 %

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 **09/29/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2023**Contract term: **213 days**4. Type of contract: **Contract**Contract description: **UPS Battery Replacem**

5. Purpose of contract:

This is a new contract to provide all labor, tools, transportation, equipment, and materials necessary to replace thirty (30) UPS batteries located within a Mitsubishi UPS battery cabinet.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,265.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The DMV has 30 C&D Dynasty UPS12-490MR VRLA batteries that are in need to be replaced, and the old batteries to be disposed of properly.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have any qualified State employees in the area to complete these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Global Power Supply
Cashman Equipment**b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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	pgra1	09/13/2022 12:59:20 PM
Division Approval	asmit3	09/26/2022 09:12:49 AM
Department Approval	asmit3	09/26/2022 09:12:53 AM
Contract Manager Approval	asampso2	09/26/2022 10:10:19 AM
Budget Analyst Approval	jpeat	09/29/2022 08:38:40 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: **22259** Amendment Number: **2**

Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **Anytime Plumbing, LLC**

Agency Code: **901** Contractor Name: **Anytime Plumbing, LLC**

Appropriation Unit: **3253-10** Address: **DBA ABES PLUMBING AIR REPAIR**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89118-4345**

If "No" please explain: Not Applicable Contact/Phone: **Scott Jester 702-362-9300**

Vendor No.: **PUR0005090**

NV Business ID: **NV20222570469**

To what State Fiscal Year(s) will the contract be charged? **2020-2024**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprise Set-Aside

Agency Reference #: **3335-21-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2019**

Anticipated BOE meeting date **10/2022**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2023**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Anytime Plumbing**

5. Purpose of contract:

This is the second amendment to the original contract that provides ongoing regular and emergency plumbing services in southern Nevada. This amendment increases the maximum amount from \$30,000 to \$45,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$30,000.00	\$30,000.00	\$30,000.00	Yes - Info
a. Amendment 1:	\$0.00	\$0.00	\$30,000.00	No
2. Amount of current amendment (#2):	\$15,000.00	\$15,000.00	\$45,000.00	Yes - Info
3. New maximum contract amount:	\$45,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN program has on going needs for plumbing services at various program sites. These services are essential to the health and safety of staff and the public and are mandated by the health codes and regulations of various cities, counties and the state.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not trained and licensed for 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):

Pure Plumbing
AA Cassero
Anytime Plumbing

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest cost proposal for 2 vendor contract solicitation

d. Last bid date: 07/01/2019 Anticipated re-bid date: 07/01/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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 BEN since March 2012.

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Foreign Limited Liability Company

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sraya	09/28/2022 12:10:54 PM
Division Approval	mseibert	09/29/2022 12:16:35 PM
Department Approval	cedlefse	09/29/2022 14:16:07 PM

Contract Manager Approval
Budget Analyst Approval

llarki1
jpeat

10/04/2022 12:12:39 PM
10/10/2022 09:03:58 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26823**Agency Name: **DETR - REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Powell Window Cleaning

Contractor Name: **Powell Window Cleaning**Address: **10306 Glacier Mist Ave**City/State/Zip: **Las Vegas, NV 897149**

Contact/Phone: Caden Powell 702-587-7487

Vendor No.: T32012787

NV Business ID: NV20151207236

To what State Fiscal Year(s) will the contract be charged? **2023-2027**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprise Set-Aside

Agency Reference #: 3669-27-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/23/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2026**Contract term: **4 years and 8 days**4. Type of contract: **Contract**Contract description: **Powell Windows**

5. Purpose of contract:

This is a new contract to provide window cleaning, high dusting, and sidewalk power washing for the Hoover Dam Caf� and Gift Shop on the Hoover Dam.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,200.00**

Other basis for payment: Quarterly Rates: Cafe High Dusting \$1,250; Gift Shop High Dusting \$1,250; Cafe Window Cleaning \$800; Gift Shop Window Cleaning \$800; Sidewalk Power Washing \$1,600. Additional service requests in a quarter will be charged at 85% of quarterly rate. Some services may not be requested in a quarter. Invoices payable only upon receipt and approval of authorized invoices by BEN staff. Contract not to exceed: \$75,200.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada Hoover Dam locations has large volumes of visitors which require thorough cleaning of the ceiling ductwork, windows and outdoor eating areas for the health and safety of staff and customers and to meet the standards of the Federal Bureau of Reclamation.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess the time and experience involved in the thorough cleaning required of 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):

Powell Window Cleaning
Moonwalker Cleaning
Robinson Ceiling Cleaning
Prestige Building Maintenance

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only vendor to respond.

d. Last bid date: 08/09/2022 Anticipated re-bid date: 08/01/2026

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	sraya	09/20/2022 10:44:22 AM
Division Approval	mseibert	09/20/2022 15:20:44 PM
Department Approval	knelso4	09/20/2022 15:57:51 PM
Contract Manager Approval	jwixon	09/21/2022 08:46:33 AM
Budget Analyst Approval	jpeat	09/23/2022 09:53:05 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26786**Agency Name: **DETR - EMPLOYMENT SECURITY**Agency Code: **902**Appropriation Unit: **4770-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Board of Regents-UNR

Contractor Name: **Board of Regents-UNR**Address: **UNR Controllers Office****Mail Stop 0124**City/State/Zip: **Reno, NV 89557-6662**

Contact/Phone: Veronica Dahir. Ph.D 775/784-6662

Vendor No.: D35000816

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 3668-23-WISS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2022**

Anticipated BOE meeting date 10/2022

Retroactive? **Yes**

If "Yes", please explain

Necessary documentation could not be obtained from the Board of Regents-UNR for completion of the Interlocal Agreement in time to meet the BOE deadline. DOL's timeframe for this information is December 15, 2022, therefore we (DETR/WISS) are requesting a retroactive beginning date of September 1, 2022, which will allow UNR the time they need to develop and distribute the wage survey to agriculture employers in Nevada.

3. Termination Date: **12/31/2022**Contract term: **121 days**4. Type of contract: **Interlocal Agreement**Contract description: **Wage Survey**

5. Purpose of contract:

This is a new Interlocal Agreement to develop and distribute a wage survey to agriculture employers in the state of Nevada. This survey is to satisfy the questions requested by the Department of Labor on form ETA-232.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,333.33**

Payment for services will be made at the rate of \$13,333.33 per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Foreign Labor Certification Survey (FLC Wage Survey). The surveys will include questions as requested by the Department of Labor on form ETA-232. All surveys will be developed as a collaborative effort between the DETR and UNR.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Employees do not possess the expertise to perform 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?

Interlocal agreement, pursuant to NRS 277.180.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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

31.0%

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:

In the previous contract CETS #11728, the quality of service has been verified and was met.

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	kwoodwar	09/22/2022 08:06:45 AM
Division Approval	mseibert	09/22/2022 15:49:32 PM
Department Approval	cedlefse	09/22/2022 15:51:51 PM
Contract Manager Approval	jwixon	09/27/2022 09:53:38 AM
Budget Analyst Approval	jpeat	09/29/2022 08:56:43 AM

STEVE SISOLAK
GOVERNOR



ELISA CAFFERATA
DIRECTOR

JOSHUA MARHEVKA
CHIEF FINANCIAL OFFICER

FINANCIAL MANAGEMENT

MEMORANDUM

DATE: September 7, 2022

TO: Venus B. Fajota, Executive Branch Budget Officer
Department of Administration

FROM: Elisa Cafferata, Director

SUBJECT: RETROACTIVE INTERLOCAL AGREEMENT
WISS' Agricultural Wage Survey Project

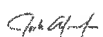
On behalf of the Department of Employment, Training, and Rehabilitation (DETR), and Board of Regents, Nevada System of Higher Education of the University of Nevada, Reno UNR Controller's Office respectfully requests approval of the attached interlocal agreement to have a retroactive start date of September 1, 2022, to accommodate the development and distribution of an Agricultural Wage Survey to agriculture employers in the state of Nevada. This survey is to satisfy the questions requested by DOL on the form ETA-232, (Attachment BB).

Necessary documentation could not be obtained from UNR for the completion of the interlocal agreement in time to meet the BOE deadline. DOL's timeframe is December 15, 2022, therefore we (DETR/WISS) are requesting a retroactive start date which will allow UNR the time they need to develop and distribute the wage survey to agriculture employers in Nevada.

Thank you for your consideration of this request.

Lindsay Thompson
Contract Manager

DETR, Financial Management, Approved by:

DocuSigned by:

52655722600242D...
Josh Marhevka on behalf of Elisa Cafferata

Date: 9/22/2022

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **24075**Amendment
Number: **1**Agency Name: **DETR - NV EQUAL RIGHTS
COMMISSION**Legal Entity
Name: **ARBITRATION AND MEDIATION
SOLUTIONS, INC.**Agency Code: **903**Contractor Name: **ARBITRATION AND MEDIATION
SOLUTIONS, INC.**Appropriation Unit: **2580-04**Address: **PMB 449
5736 WILLOWCREEK ROAD**Is budget authority
available?: **Yes**City/State/Zip **NORTH LAS VEGAS, NV 89031**

If "No" please explain: Not Applicable

Contact/Phone: **Dee Newell 702/399-4440**Vendor No.: **T32003674**NV Business ID: **NV20041569813**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 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3520-25-NERC**

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **06/15/2021**
Examiner's approval?Anticipated BOE meeting date **10/2023**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **05/31/2023**
Termination Date:Contract term: **2 years and 351 days**4. Type of contract: **Contract**Contract description: **Arbitration Services**

5. Purpose of contract:

This is the first amendment to the original contract to provide arbitration and mediation services. This amendment is adding another year of service for continued work needed within NERC and adding additional funds based on the previously agreed upon rate of \$167.00 per hour to close the mediation cases.**6. CONTRACT AMENDMENT**

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$48,096.00	\$48,096.00	\$48,096.00	Yes - Info
2. Amount of current amendment (#1):	\$24,048.00	\$24,048.00	\$72,144.00	Yes - Info
3. New maximum contract amount:	\$72,144.00			
and/or the termination date of the original contract has changed to:	05/31/2024			

II. JUSTIFICATION

7. What conditions require that this work be done?

Required to resolve employee disputes

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not certified or qualified to provide arbitration and mediation services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Cost and expertise

d. Last bid date: 02/08/2021 Anticipated re-bid date: 02/03/2025

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	mmercerc	08/24/2022 12:52:21 PM
Division Approval	mseibert	08/29/2022 12:16:33 PM
Department Approval	cedlefse	08/29/2022 13:24:15 PM
Contract Manager Approval	jwixon	08/31/2022 14:48:26 PM
Budget Analyst Approval	jpeat	09/20/2022 14:11:54 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **23385**Amendment
Number: **1**Agency Name: **SILVER STATE HEALTH
INSURANCE EXCHANGE**Legal Entity
Name: **Berry Dunn McNeil & Parker, LLC dba
BerryDunn**Agency Code: **960**Contractor Name: **Berry Dunn McNeil & Parker, LLC dba
BerryDunn**Appropriation Unit: **1400-04**Address: **100 Middle Street, 4th Floor**Is budget authority
available?: **Yes**City/State/Zip **Portland, ME 04101**

If "No" please explain: Not Applicable

Contact/Phone: **William Brown 207-775-2387**Vendor No.: **T29043233**NV Business ID: **NV20121551586**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 %	X	Fees	100.00 % Carrier Premium Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **11/01/2020**Anticipated BOE meeting date **09/2022**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **11/01/2023**

Termination Date:

Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Audit Services**

5. Purpose of contract:

This is the first amendment to the original contract which provides annual independent external financial and programmatic audit services. This amendment increases the maximum amount from \$208,848.00 to \$228,198.00. This amendment revises scope of work which adds fiscal reporting standards to Amendment AA.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$208,848.00	\$208,848.00	\$208,848.00	Yes - Action
2. Amount of current amendment (#1):	\$19,350.00	\$19,350.00	\$19,350.00	Yes - Info
3. New maximum contract amount:	\$228,198.00			

II. JUSTIFICATION

7. What conditions require that this work be done?

The Program Integrity Rule Part II (PI Reg II, 45 CFR 155.1200(c), authorizes the U.S. Department of Health and Human Services (HHS) to require every State-based Marketplace (SBM) to perform an annual financial and programmatic independent external audit. PI Reg II also states that �The State Marketplace must engage an independent qualified auditing entity which follows generally accepted governmental auditing standards (GAGAS) to perform an annual independent external financial and programmatic audit and must make such information available to the U.S. Department of Health and Human Services for review.� The purpose of this independent external audit is to ensure that SSHIX is in compliance with the financial and programmatic requirements set forth by the Centers for Medicare & Medicaid Services (CMS).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees at SSHIX, are not able to do the work, because Program Integrity Rule Part II, 45 CFR 155.1200(c), requires all State-based Marketplaces (SBMs) to �engage an independent qualified auditing entity which follows generally accepted governmental auditing standards (GAGAS) to perform mandatory annual independent external financial and programmatic audits.�

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 #96SSHIX-S1093 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: 04/16/2020 Anticipated re-bid date: 05/01/2023

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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	jlop18	08/10/2022 11:02:14 AM
Division Approval	jlop18	08/10/2022 11:02:18 AM
Department Approval	rhigh	08/10/2022 12:45:00 PM
Contract Manager Approval	efuente1	08/10/2022 12:46:49 PM
Budget Analyst Approval	kanders2	10/03/2022 09:34:57 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26857**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	THE GRIFFIN COMPANY, LLC
Agency Code:	BDC	Contractor Name:	THE GRIFFIN COMPANY, LLC
Appropriation Unit:	B006 - All Categories	Address:	401 S CURRY ST
Is budget authority available?:	Yes	City/State/Zip	CARSON CITY, NV 89703-4642
If "No" please explain:	Not Applicable	Contact/Phone:	Chelsea Capurro 702-334-5090
		Vendor No.:	
		NV Business ID:	NV20151044504

To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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 %	X	Fees	100.00 % SELF FUNDED
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: B006

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/17/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/17/2023**Contract term: **1 year**4. Type of contract: **Contract**Contract description: **Lobbyist Services**

5. Purpose of contract:

This is a new contract to provide lobbying services for the Board of Cosmetology.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$5,000.00 per monthly

Other basis for payment: n/a

II. JUSTIFICATION

7. What conditions require that this work be done?

The Cosmetology board monitors over 30,000 licensees with a constant demand for changes to the laws and regulations. This facilitates the licensees with their respective professional careers as well as protecting the public's health, safety, and welfare.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lobbying services require full-time attention to research, monitor, and attend legislative meetings. Neither our agency nor other agencies have the resources to hire a full-time individual to attend hearings, work with coalitions, or draft legislation.

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):

Paige Barnes
Tom Clark
Neena Laxalt

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendors were unresponsive and/or declined.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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:

Board of Oriental Medicine 1.2021 to 6.2021

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:

Huggins, Janie, Reg Compliance Specialist Ph: 702-850-2423

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	janieh23	10/03/2022 11:29:12 AM
Division Approval	janieh23	10/03/2022 11:29:22 AM
Department Approval	janieh23	10/03/2022 11:29:26 AM
Contract Manager Approval	janieh23	10/03/2022 11:29:32 AM
Budget Analyst Approval	russum	10/04/2022 08:24:33 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26816**Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B009 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Numbers, Inc.

Contractor Name: **Numbers, Inc.**Address: **1285 Baring Blvd. #309**City/State/Zip: **Sparks, NV 89434**

Contact/Phone: Carol Woods 775-742-2962

Vendor No.:

NV Business ID: NV20031345377

To what State Fiscal Year(s) will the contract be charged? **2023-2025**

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 %	X	Fees	100.00 % License Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2024**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Bookkeeping Services**

5. Purpose of contract:

This is a new contract to provide bookkeeping and payroll services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,800.00**

Payment for services will be made at the rate of \$2,100.00 per Quarter

Other basis for payment: Upon Invoice as services are provided

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board is required to maintain their own financial reporting system and payroll systems. The Board is funded entirely by licensing fees and is not part of the state financial or payroll systems.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Board has limited staff with the expertise necessary to perform these functions.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

This vendor has previously provided services to the Board and the work has been satisfactory.

d. Last bid date: Anticipated re-bid date:

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Board of Occupational Therapy - quality of services satisfactory
Funeral & Cemetery Services Board - current vendor
Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board - quality of services satisfactory
Physical Therapy Board - quality of services 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	lp310000	09/13/2022 11:17:59 AM
Division Approval	lp310000	09/13/2022 11:18:04 AM
Department Approval	lp310000	09/13/2022 11:18:08 AM
Contract Manager Approval	lp310000	09/13/2022 11:18:12 AM
Budget Analyst Approval	jpeat	09/21/2022 12:57:09 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26751**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	GHUSN, NANCY MOSS
Agency Code:	BDC	Contractor Name:	GHUSN, NANCY MOSS
Appropriation Unit:	B015 - All Categories	Address:	785 TWIN PINES CT
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	Nancy Moss Ghusn, Esp. 775/772-5644
		Vendor No.:	Inactive
		NV Business ID:	NV20101452517

To what State Fiscal Year(s) will the contract be charged? **2023-2024**

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 %	X	Fees	100.00 % Licensing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2022**

Anticipated BOE meeting date 09/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2023**Contract term: **1 year and 101 days**4. Type of contract: **Contract**Contract description: **Moss Ghusn**

5. Purpose of contract:

A new contract for hearing officer services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Payment for services will be made at the rate of \$150.00 per hour

Other basis for payment: Monthly upon invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 630.106 and NAC 630.470 authorize the Board to hire and utilize hearing officers to hold hearings regarding complaints filed pursuant to NRS 630.311. The purpose of this contract is to add a hearing officer to the Board's list of available hearing officers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearing officers need to be independent from the Board staff in order to ensure due process for the respondents in the hearing.

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. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? No

III. OTHER INFORMATION

11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?

No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

13. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

14. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

17. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

18. Not Applicable

19. Agency Field Contract Monitor:

20. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	5522	09/20/2022 18:22:19 PM
Division Approval	5522	09/20/2022 18:22:22 PM
Department Approval	5522	09/20/2022 18:22:24 PM
Contract Manager Approval	5522	09/20/2022 18:22:26 PM
Budget Analyst Approval	hfield	09/21/2022 07:54:08 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: **24013** Amendment Number: **1**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **HALSTEAD LAW OFFICES, LLC**

Agency Code: **BDC** Contractor Name: **HALSTEAD LAW OFFICES, LLC**

Appropriation Unit: **B015 - All Categories** Address: **615 S ARLINGTON AVE**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89509-1507**

If "No" please explain: Not Applicable Contact/Phone: **Patrick Halstead 775/322-2244**

Vendor No.: **T29034847**

NV Business ID: **NV20131658465**

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 % Licensing fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/17/2021**

Anticipated BOE meeting date 10/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **12/31/2022**

Termination Date:

Contract term: **1 year and 348 days**4. Type of contract: **Contract**Contract description: **Halstead**

5. Purpose of contract:

This is the first amendment to the original contract, to extend the contract for an additional two months through February 28, 2023, and increase the contract authority to \$46,000. The purpose of the previously approved contract was to provide hearing officer services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$16,000.00	\$16,000.00	\$16,000.00	Yes - Info
2. Amount of current amendment (#1):	\$30,000.00	\$30,000.00	\$46,000.00	Yes - Info
3. New maximum contract amount:	\$46,000.00			
and/or the termination date of the original contract has changed to:	02/28/2023			

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 630.106 and NAC 630.470 authorize the Board to hire and utilize hearing officers to hold hearings regarding complaints filed pursuant to NRS 630.311. The purpose of this contract is to add a hearing officer to the Board's list of available hearing officers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Hearing officers need to be independent from the Board staff in order to ensure due process for the respondents in the hearing.

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. a. Does the contract contain any IT components? No

b. Is the contract part of an IT investment project over \$50,000? 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
Budget Account Approval	5522

Signature Date
09/19/2022 18:00:52 PM

Division Approval	5522	09/19/2022 18:01:04 PM
Department Approval	5522	09/19/2022 18:01:07 PM
Contract Manager Approval	5522	09/19/2022 18:01:10 PM
Budget Analyst Approval	jpeat	10/10/2022 14:24:38 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **26812**

Agency Name:	BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Coulson & Associates, LTD
Agency Code:	BDC	Contractor Name:	Coulson & Associates, LTD
Appropriation Unit:	B036 - All Categories	Address:	6170 Ridgeview Court, Suite D
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89519
If "No" please explain:	Not Applicable	Contact/Phone:	Michael Coulson 775.825.4444
		Vendor No.:	
		NV Business ID:	NV20001490534

To what State Fiscal Year(s) will the contract be charged? **2023**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Fees received by the Board

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/06/2022**

Anticipated BOE meeting date 11/2022

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2022**Contract term: **86 days**4. Type of contract: **Contract**Contract description: **New Contract**

5. Purpose of contract:

This is a new contract to audit the Board's financial statements in compliance with NRS 281G.400.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Payment for services will be made at the rate of \$10,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 218.400

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Board audits must be provided by an outside company.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Coulson and Associates has completed the Board's audit annual since FY 2017.

d. Last bid date: 06/30/2017 Anticipated re-bid date: 07/03/2023

10. a. Does the contract contain any IT components? No
b. Is the contract part of an IT investment project over \$50,000? 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:

Coulson & Associates, LTD has provided auditing services to several state boards over the past 20 years including the Board of Massage Therapy and the Board of Drug and Alcohol Counselors.

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	anders7	09/13/2022 09:02:54 AM
Division Approval	anders7	09/13/2022 09:02:56 AM
Department Approval	anders7	09/13/2022 09:02:59 AM
Contract Manager Approval	anders7	09/13/2022 09:03:01 AM
Budget Analyst Approval	jpeat	10/06/2022 14:39:25 PM

Steve Sisolak
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
Administrator

**STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division**

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: October 17, 2022

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Kelli Lay, Executive Branch Budget Officer *KL*
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 monthly to the 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 submittal reports program activities for the month of September for fiscal year 2023.

Additional Information:

Complete Streets is a federal initiative designed to encourage varying approaches to planning, designing, and operating roadways and rights of way to make the transportation network safer and more efficient. Complete Street policies are set at the state, regional, and local levels and vary based on community context. The authority for Nevada counties to adopt a Complete Streets Program was approved via Assembly Bill 145 of the 2013 legislative session.

Nevada's Complete Streets program is supported through a voluntary \$2 contribution included with vehicle registrations. Voluntary contributions collected under the program, minus 1% to DMV to cover the cost of collecting and distributing the contributions, is distributed monthly to each county based on the county of registration of the vehicle for

which the contribution was made. NRS 482.1825 requires the Department to certify monthly to the State Board of Examiners the amount of the voluntary contributions collected and how those contributions were distributed.

Statutory Authority:

NRS 482.1825

REVIEWED: _____

JH

INFO ITEM: _____

Steve Sisolak
Governor



Julie Butler
Director

Tonya Laney
Deputy Director

555 Wright Way
Carson City, Nevada 89711
Telephone (775) 684-4368
dmv.nv.com

October 17, 2022

Board of Examiners

Re: Complete Streets

Attached, as required by subsection 2 of NRS 482.1825, please find the monthly report for the voluntary Complete Streets contributions collected pursuant to subsection 11 of NRS 482.480 for each participating county by the Department for the period beginning July 1, 2022, and ending September 30, 2022.

Sincerely,

Angela Smith-Lamb

Administrator
Department of Motor Vehicles
asmith@dmv.nv.gov
775-684-4627

Department of Motor Vehicles
Complete Streets Report: Donations
2023

County		September	Year To Date
Carson City			
	Donations	626	1,717
	Registrations	4,187	12,831
	Percent that Donated	14.95%	13.38%
Clark			
	Donations	13,543	41,352
	Registrations	78,889	241,076
	Percent that Donated	17.17%	17.15%
Douglas			
	Donations	540	1,686
	Registrations	4,689	14,882
	Percent that Donated	11.52%	11.33%
Washoe			
	Donations	2,727	8,383
	Registrations	22,083	68,849
	Percent that Donated	12.35%	12.18%

Notes

1. Registration transaction counts come from: G:\Crystal Report\VR\Registrations\New and Renewal Registrations.
2. Registration transactions include new registrations and registration renewals completed on the Kiosk, Web and MyDMV Portal only.
3. DMV began accepting Douglas County contributions on 5/9/16.

Department of Motor Vehicles
Complete Streets: Monthly Report FY23

Report Date: 10/5/2022

Reporting Period: September 2022

Contributions				
County	September		Year to Date	
	Amount	% of Total	Amount	% of Total
Carson City	\$ 1,252.00	3.59%	\$3,434.00	3.23%
Clark	\$ 27,086.00	77.67%	\$82,704.00	77.82%
Douglas	\$ 1,080.00	3.10%	\$3,372.00	3.17%
Washoe	\$ 5,454.00	15.64%	\$16,766.00	15.78%
Total	\$34,872.00	100.00%	\$ 106,276.00	100%

DMV Commission (1%)				
County	September		Year to Date	
	Amount	% of Total	Amount	% of Total
Carson City	\$12.52	3.59%	\$34.34	3.23%
Clark	\$270.86	77.67%	\$827.04	77.82%
Douglas	\$10.80	3.10%	\$33.72	3.17%
Washoe	\$54.54	15.64%	\$167.66	15.78%
Total	\$348.72	100.00%	\$1,062.76	100%

Distributions				
County	September		Year to Date	
	Amount	% of Total	Amount	% of Total
Carson City	\$1,239.48	3.59%	\$3,399.66	3.23%
Clark	\$26,815.14	77.67%	\$81,876.96	77.82%
Douglas	\$1,069.20	3.10%	\$3,338.28	3.17%
Washoe	\$5,399.46	15.64%	\$16,598.34	15.78%
Total	\$34,523.28	100.00%	\$105,213.24	100.00%

Note:

1. DMV began accepting contributions on 12/15/14.
2. DMV began accepting Douglas County contributions on 5/9/16.