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. <u>https://www.youtube.com/watch?v=v6Z-uGLcdSg</u>

 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. <u>Approval of Proposed Leases</u> (For possible action)
- 11. <u>Approval of Proposed Contracts</u> (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: <u>http://budget.nv.gov/Meetings/Meetings-new/</u> and <u>https://notice.nv.gov</u>

Governor Steve Sisolak Chairman

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Attorney General Aaron D. Ford Member

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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

MEETING MINUTES

Date and Time:

Location:

October 11, 2022, 10:00 AM

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

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: 10/12/22 714
ACTION ITEM:

Amy Stephenson Director

Robin Hager Deputy Director

Jim Rodriguez Administrator



Prevent • Protect • Mitigate • Respond • Recover

Date:October 11, 2022To:Budd Milazzo, Executive Branch Budget Officer
Governor's Finance Office, Budget DivisionFrom: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 0 5 2022

Board of Examiners Request for Approval to Purchase a
State Vehicle Dursuent to NIPS 224 010

	Request for Approval to Purchase a GOVERNOR'S FINANCE O
	E FUISUAILLIO INKS 534.010 BUDGET DIVISION
Agency Name: Division of Emergency Management	Budget Account #: 3673
Contact Name:	Telephone Number:
Judith Lyman ASO I	775-687-0316
	ive prior written consent to purchase State vehicles. This
applies to all new and used vehicles. Please p	
Number of vehicles requested: 1	Amount of the request: 47,782.05
Is the requested vehicle(s) new or used: ne	
-	sedan, intermediate sedan, SUV, pick up, etc.:
Chevrolet Tahoe SUV, 4WD, 4dr	······································
Mission of the requested vehicle(s): The Divis	sion of Emergency Management utilizes agency owned vehicles for the primary purpose of and transport throughout the state during an emergency.
Were funds legislatively approved for the reque	est? If yes, please provide the decision unit number:
	3673-E711
X Yes No	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):
Addition(s) X _1_Replacement	t(s)
Does the requested vehicle(s) comply with requ	irements pursuant to SAM 1314? If not, please explain.
No, exempt per NAC486A.135 - vehicle is used for emergency res	sponse.
Please Complete for Replacement Vehicles	Only: Does this request meet the replacement schedule
(For type of vehicle, i.e., compact sedan,	criteria pursuant to SAM 1316? If no, explain why
intermediate sedan, SUV, pick up, etc.)	the vehicle is being replaced.
	YES
Current Vehicle Information:	
Vehicle #1 Model Year: 2008	
Odometer Reading: 90,283	
Type of Vehicle: Dodge Durango SUV	
	If the replacement vehicle is an upgrade to the
Vehicle #2 Model Year:	existing vehicle, explain the need for the upgrade.
Odometer Reading:	
Type of Vehicle:	
Please attach an additional sheet if necessary	
APPOINTING AUTHORITY APPROVAL	.:
Dand W.J-	Division Administrator, Homeland Security 4 OCT 22
Agency Appointing Authority	Title Date
BOARD OF EXAMINERS' APPROVAL:	
Approved for Purchase Not Appro	oved for Purchase
Board of Examiners	Date

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 Cit	Carson City, NV			
Vehicle Colors:	Exterior: Interior: Summit White Jet Black		X Cloth		
		Quanti	ty	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas de	elivery)	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





Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4	WD 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	107. MART MARTING MA	(\$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

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 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.
 Deta March 2016, Deta March 2016,



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

Quote: New Quote 5W4 HOMELAND SEC

MODEL		
CODE	MODEL	MSRP
CK1070	06 2023 Chevrolet Tahoe 4WD 4dr Commercial	\$48,550.00
COLORS		
CODE	DESCRIPTION	
GAZ	Summit White	
SUSPENSIO	N 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
TRANSMISS	ION	
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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	eet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (<pre> Complete</pre> v Quote 5W4 HOMELAND SEC	/
Quoto. 1101		ana an Anna anna anna an An Annaich an
AXLE		
CODE	DESCRIPTION	MSRF
GU5	Rear axle, 3.23 ratio	\$0.00
PREFERRED	EQUIPMENT GROUP	
CODE	DESCRIPTION	MSRF
1FL	Commercial Preferred Equipment Group	\$0.00
WHEEL TYP		
CODE	DESCRIPTION	MSRF
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

P 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.



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

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

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.
BTV	Remote start	\$300.0
VZ2	Speedometer calibration	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

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

ADDITIONAL EQUIPMENT - OTHER

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

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

 IONO			
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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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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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 bs 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/



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

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.

Nigel Bain, Large-Scale Mining Robert Felder; Exploration and Development Randy Griftin; Small-Scale Mining and Prospecting **Commission on Mineral Resources**

Stephanie Hallinan, Large-Scale Mining Arthur Henderson, Oil and Gas Mary Korpi. Public at Large

Josh Nordquist, Chairman. Geothermel Resources

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					
Were funds legislatively approved for the request?	nes statewide required under NRS & NAC 513 If yes, please provide the decision unit number:				
X Yes No	E711 and WP61684 If no, please explain how the vehicles will be funded?				
Is the requested vehicle(s) an addition to an existin	g fleet or replacement vehicle(s):				
Addition(s) X 2 Replacement(s)					
Does the requested vehicle(s) comply with requirements Yes	s pursuant to SAM 1314? If not, please explain.				
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 2500Vehicle #2 Model Year: 2012 Odometer Reading: 102,737 Type of Vehicle: GMC Sierra 2500Please attach an additional sheet if necessary	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				
APPOINTING AUTHORITY APPROVAL:					
Agency Appointing Authority BOARD OF EXAMINERS' APPROVAL: Approved for Purchase Not Approved for Purchase Approved for Purchase Deputy Administrator 10/4/2022 Date Date Date Date Date Date Deputy Administrator 10/4/2022 Date D					
Board of Examiners	Date				

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.:	2023 Ford F-150 XL					
Dealer Name:	Capital Ford					
Delivery Location:	Capital Ford 3660 S Carson St, Carson City, NV 89701					
Vehicle Colors:			Inte MD	rior: 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 **CO-BUYER**

Customer #:

BUYER

NEVADA DIVISON	OF MINERALS				Stock #:	
					Deal Type:	Retail
					Deal Date:	09/26/2022
Home #:			Home #:		Print Time:	12:41pm
Work #:			Work #:	Salesperson: M	ARC J CAVIGLIA	
Cell #:			Cell #:	•		
Email:			Email:			
			VEHICLE			
Stock #:	Description: 2023 FORD F150		Color:	VIN;		Mileage:
			TRADE			
			(51495) ste	te Co	as toact
MSRP:		\$	56,195.00	AFTERM	ARKETS	
Sale Price:		\$	52,478.76			1
Net Sale Price:		\$	52,478.76 KZ =	104, 95	7.5 Z	
Documentary Fee:		\$		n 99		
State & Local Taxes:		\$	0.00			
Total License and Fee:	5:	\$	28.25 XZ	56.50		
Total Trade Allowance	:	\$	0.00			
Total Trade Payoff:		\$	0.00			
Cash Down Payment:		\$	0.00 Total Aftermark	ets:		\$ 0.00
Total Financed Afterma	arkets:	\$	0.00			
Service Agreement:		s	a oo Rate:			
Maintenance Agreemer	nt:	\$	0.00 Amount Financed: 0.00			s 0.00
GAP Insurance:		\$	0.00			
Unpaid Balance:		s		105,413	5.02	
		*	AC -	102,112		

х

Customer Signature

X Manager Signature

Deal #:

50832

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.

Date

Market merine Term Market merine							
Marcelle Lot menue Teal Mail Ling Ling Mail Ling Ling Mail Ling Ling Mail Ling Mail Ling Ling Mail Ling Mail Ling Ling Mail Ling	icaliarship Maraes: Capital Ford						
Additional Additio		Type	Gera??	Vehicle Line	6-150	Order Code	
W. 157 Meta Decommon Meta Decommon Meta Meta<		Priority Code 10				Price Level 325)
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Amy Stephenson Director

Robin Hager Deputy Director

STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

Date: October 10, 2022

- To: Amy Stephenson, Clerk of the Board Governor's Finance Office
- From: Dustin Speed, Executive Branch Budget Officer S 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	

Jim Rodriguez Administrator 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 Compartment 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.

Agency Name: DPS - State Fire Marshal Division	Budget Account #: 3816
Contact Name: Brandi Salisbury	Telephone Number: 775-684-7509
Pursuant to NRS 334.010, agencies must receive prio applies to all new and used vehicles. Please provide Number of vehicles requested: <u>1</u> Amount Is the requested vehicle(s) new or used: <u>New</u>	the following information: of the request: <u>\$50,528</u>
Type of vehicle(s) purchasing e.g. compact scdan, (1) 2023 Expedition Mission of the requested vehicle(s):	
Were funds legislatively approved for the request?	If yes, please provide the decision unit number:
Yes X No	If no, please explain how the vehicles will be funded to additional general funds are requested. Work program C57405 has been approved utilizing budget savings in the Personnel Services Category to help fund this request.
Is the requested vehicle(s) an addition to an existin	g fleet or replacement vehicle(s):
Addition(s) <u>1</u> Replacement(s)	
Does the requested vehicle(s) comply with requirement	s 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: 2008Odometer Reading: Type of Vehicle:Pick upVehicle #2 Model Year: Odometer Reading: Type of Vehicle:Please attach an additional sheet if necessary	Does this request meet the replacement schedule criteria pursuant to SAM 1316? If no, explain w the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade
APPOINTING AUTHORITY APPROVAL:	
Agency Appointing Authority Title	at Fire Marshal 8/25/2 Date
BOARD OF EXAMINERS' APPROVAL:	
Approved for Purchase 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 Exp	edition			
Dealer Name:	Capital Fo	ord			
Delivery Location:	Carson Ci	ty			
Vehicle Colors:	Exterior: C White)xford	Inte Ony	erior: Black /x	Cloth Vinyl
		Quantit	.y	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas de	elivery)	1		\$ 50,300.25	\$ 50,300.25
SPECIFY OPTIONS: (description)					\$
Documentary Fee		1		\$ 199.50	
				\$	
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DELIVERY COST: (If other than Reno\Carson or Las \	/egas)			\$	\$
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

BUYER Customer #: 15306		co-buyer	ordonline.com		8 168 ig
				Deal #: Stock #:	50558
NEVADA DEPARTMENT OF TAXATION				Deal Type:	Retail
1550 E COLLEGE PKWY # 115				Deal Date:	08/24/2022
CARSON CITY, NV 89706				Print Time:	12:26pm
Home #: (866) 963-3707		Home #:			
Work #: 684-2000		Work #:	Salesperson:		
Cell #:		Cell #:			
Email:		Email:			
	08.5	VEH	ICLE		
Stock #: Description: 2023 FORD EXPEDITION		Colo	or: VIN:		Mileage:
		TR	ADE		
MSRP:	\$	57,700.00	AFTER	MARKETS	
Sale Price:	\$	50,300.25			
	ť	50,500.25			
Net Sale Price:	\$	50,300.25			
Documentary Fee:	\$	199.50			2
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 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:	\$	50,528.00			
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Customer Signature			Manager Signature	0	
Date			<u>8/27/72</u> 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.

Tord

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

Deslership Name: Capital Ford							Sales C	ode : 672	525
Dealer Rep. Marc Caviglia	Туре	Fleet	Vehicle Line		Expedition	Order Code	30	74	
Customer Name STATE OF NEVA	Priority Code LS		Model Year	2023	·	Price Level	315		
DESCRIPTION	MSRP	DESCRIPTION						MSRP	
U1GO EXPEDITION XL 4X4	\$55955	.3.5L ECOBOO	ST VE ENGINE					\$0	
TOTAL BASE VEHICLE	\$55955	.105PD AUTO 1	RANS W/SLCTSH	FT				\$0	
OXFORD WHITE	\$0	.P275/65R18 A	/T TIRES					\$0	
XL CLOTH BUCKET SEATS	\$0	FORD FLEET SP	ECIAL ADJUSTMEI	NT				\$0	
BLACK ONYX	\$0	AUTO STOP-ST	ART REMOVAL					\$-50	
EQUIPMENT GROUP 100A	\$0	FRONT LICENS	E PLATE BRACKET					\$0	
.18" MACH ALUM WHL W/PNTD PKTS	\$0	SPECIAL DEALE	R ACCOUNT ADJU	ISTM				\$0	
RUNNING BOARDS, PLATFORM	\$0	SPECIAL FLEET	ACCOUNT CREDIT	•				\$0	
MANUAL CLIMATE CTRL	\$0	FUEL CHARGE						\$0	
.AM/FM RADIO	\$0	NET INVOICE F	LEET OPTION (B44	9				\$0	
REVERSE SENSING SYSTEM	\$0	PRICED DORA						\$0	
.3RD ROW SEAT DELETE	\$0	ADVERTISING /	SSESSMENT					\$0	
.PRIVACY TINT REAR GLASS	\$0	DESTINATION 8	k DELIVERY					\$1795	
TOTAL BASE AND OPTIONS DISCOUNTS TOTAL								\$577	NA
ORDERING FIN: QS052 END USER FIN: QS052 PO NUMBER: 3074								\sim	1
Customer Name:		Customer Er	nail:						
Customer Address:		Customer Pl	none:						
		Customer Signa	iture		_			Date	.
					This order has not bee		the order : not an in		



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)

	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

STATE OF NEVADA



OFFICE OF THE SECRETARY OF STATE

September 30, 2022 Date:

To: Kevin Doty, Administrator

Scott Anderson, Chief Deputy Secretary of State From:

Authorization to Contract with a Former Employee Subject:

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 oversite 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.

NEVADA STATE CAPITOL 101 N Carson Street, Suite 3 Carson City, Nevada 89701-3714

MEYERS ANNEX COMMERCIAL RECORDINGS 202 N Carson Street Carson City, Nevada 89701-4201

LAS VEGAS OFFICE 2250 Las Vegas Blvd North, Suite 400 North Las Vegas, Nevada 89030-5873

nvsos.gov



STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

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

Authorization to Contract with a Former Employee

		Employee Information	on	
Former Employee Name:	Kimberley P	erondi		
Former Employee ID Number:	00859			
Former Job Title:	Deputy Secr	etary of State for Commercial I	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 T	emporary Services		

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.
	Summarize scope of contract work.
A	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.
	Document former job description.
в	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.
D	Oversee the compliance efforts relating to State Business Licenses, business filing requirements, registered agents and othe statutory requirements related to the Division.
	Oversight of the forged and fraudulent filing complaint process.

Revised: January 2020

	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.
	As the Secretary of State's designee, Chair the State Records Committee.
	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.
	Oversee the creation and provision of public records, statistics and other metrics relating to the Division.
	General oversight and allocation of staff and Division resources to accomplish the responsibilities of the Division.
	Assist in the resolution of high-level complaint and information requests.
	Mentoring and supervision of supervisors and staff assigned to the Division in Carson City and Las Vegas Offices.
	Assist Deputy Attorney General(s) assigned to the Division in resolution of matters requiring legal input, conducting research and drafting correspondence.
	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.
	Participate in the process of creating business requirements for Information Technology improvement projects. Initiate projects as needed to implement legislative changes and operation improvements.
	Serve as a fact witness at trial related to Custodian of Record responsibilities.
	Perform related duties as assigned.
	Perform related duties as assigned. 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?
С	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
	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? 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
C D	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? 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.
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	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? 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. Explain why existing State employees within your agency cannot perform this function. This is an appointed position at the discretion of the Secretary of State. Document if the individual overseeing or establishing the contract is related to the contractor. If so, explain the
D	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? 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. Explain why existing State employees within your agency cannot perform this function. This is an appointed position at the discretion of the Secretary of State.

G	List the range of comparable State employee rates.				
	Administrative Services Officer IV, Grade 44 Step 9, which is \$53.14 per hour				
н	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				
к	What is the duration of the contract with the former employee? (Include start and end date)				
	November 21, 2022, thru December 31, 2022				
_	Will the former employee be working full time or part time? If part time, how many hours?				
L	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:

A Inden

Signature of Agency Head Authorizing Request

10/5/2022 Date

10/6/22 Date

10/13/22 Date

Kein D. Doby Purchasing Administrator Signature (if a Statewide Contract)

Budget Analyst Signature

Clerk of the Board of Examiners Signature

Date

Revised: January 2020



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

CATHERINE BYRNE, CPA Controller **STATE OF NEVADA**

LORI HOOVER, CPA Chief Deputy Controller



OFFICE OF THE STATE CONTROLLER

Date: October 2, 2022

To: Annette Morfin, Purchasing Office, Purchasing Division

From: Lori Hoover, Chief Deputy Controller L H

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

Darlene Baughr				
Duriene Duugin	Darlene Baughn			
35220				
Executive Branch Budget Officer 1				
Governor's Finance Office, Budget Division				
Class:	41	Grade:	10	
From:	2/2006	To:	10/2021	
Office of the State Controller				
endor: Marathon Staffing				
	Executive Brand Governor's Fina Class: From: Office of the Sta	Executive Branch Budget Officer 1 Governor's Finance Office, Budget Divis Class: 41 From: 2/2006 Office of the State Controller	Executive Branch Budget Officer 1 Governor's Finance Office, Budget Division Class: 41 Grade: From: 2/2006 To: Office of the State Controller	

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.			
С	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.			

	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.
	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.
E	Document if the individual overseeing or establishing the contract is related to the contractor. If so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.
	There is no relationship between the contractor and anyone in the Office of the State Controller.
-	List contractors' hourly rate.
F	\$46.28
	List the range of comparable State employee rates.
G	\$44.19 (Management Analyst 4, Grade 39, Step 10)
TT	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?
Η	NA
	Document justification for hiring contractor.
I	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.
Ţ	Will the employee be collecting PERS at any time during the contract?
J	Yes
K	What is the duration of the contract with the former employee? (Include start and end date)

	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.
М	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

Verin D. Doty Purchasing Administrator Signature (if a Statewide Contract)

Budget Analyst Signature

Clerk of the Board of Examiners Signature

10/3/22 Date

10/17/22 Date

Date

Page 4 of 4

10/2/2022 Date



STATE OF NEVADA GOVERNOR'S FINANCE OFFICE Budget Division

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

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	$^{()}\mathcal{N}$
REVIEWED: ACTION ITEM:	

Amy Stephenson Director

Robin Hagar Deputy Director

Melanie Young Administrator



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

<u>VIA Hand Delivery</u> 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, Peter Keegan

Assistant General Counsel Nevada State Board of Pharmacy

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

> Tele: 775-850-1440 • Fax: 775-850-1444 • Web: bop.nv.gov • E-mail: pharmacy@pharmacy.nv.gov



STATE OF NEVADA DEPARTMENT OF ADMINISTRATION

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

Authorization to Contract with a Former Employee

		Employee Informat	tion	
Former Employee Name:	W. Brett Kandt			
Former Employee ID Number:	ormer 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:				
Vendor:				

	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.			
	Summarize scope of contract work.			
Α	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.			
	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:			
B	• 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 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				
С	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?				
	Yes. Mr. Kandt has specialized knowledge of agency operations from his prior experience as General Counsel for the Nevada State Board of Pharmacy.				
D	Explain why existing State employees within your agency cannot perform this function.				
	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.				
107	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.				
JE	No, the Contract was prepared by Assistant General Counsel, Peter Keegan and Board Executive Secretary, J. David Wuest.				
	List contractors' hourly rate.				
F	\$86.50				
	List the range of comparable State employee rates.				
G	General Counsel – Grade 50 - \$100,161-\$152,424 (\$47.97-\$73.00)				
	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?				
H	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.				
	Document justification for hiring contractor.				
Ι	As General Counsel, Mr. Kandt currently has pending litigation, legislative, and regulatory duties which he is uniquely suited to complete.				
	Will the employee be collecting PERS at any time during the contract?				
J	Yes.				
	What is the duration of the contract with the former employee? (Include start and end date)				
К	Two years – November 30, 2022 to November 29, 2024				
_	Will the former employee be working full time or part time? If part time, how many hours?				
L	Not to exceed more than 40 hours per week.				
7.5	Is the former employee currently serving on any Boards or Commissions? If yes, identify which Board(s) or Commission(s).				
Μ	No.				

Revised: January 2020

Comments – Provide any additional comments:

Approval for Authorization to Contract with a Former Employee:

nature of Agency Head Authorizing Request

10/4/22 Date

Purchasing Administrator Signature (if a Statewide Contract)

Date

Budget Analyst Signature

21/22 Date

Clerk of the Board of Examiners Signature

Date

Page 4 of 4



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: ______

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)

Page 2 Revised 2-2020

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 <u>NRS 239.080</u> and <u>NAC 239.710 to 239.720</u>;
 - 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 <u>NRS 239.080</u>, <u>239.090</u>, <u>378.250</u>, and <u>NAC 239.760</u>, 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 <u>239</u> and <u>378</u>, and <u>NAC Chapter 239</u>;
- 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 <u>NRS 239.080</u> and <u>NAC 239.715 to 239.722</u>; and
 - b. That penalties are provided in law for the unlawful removal, misuse, damage, alteration, destruction or loss of records as provided by <u>NRS 205.4765 to 205.481</u>, <u>NRS 239.010 to 239.012</u>, <u>NRS 239.080 to 239.085</u>, <u>NRS 239.300 to 239.330</u>, <u>NRS 378.255(9)(a)</u>, <u>NRS 281.180 to 281.190</u>, and <u>NRS 603.080 to 603.090</u>.
- 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 <u>NRS 378.255(9)</u> 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. 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 <u>NRS 378.255(6)</u> in cooperation with the <u>State Archivist</u> 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 38

in the recovery of records damaged or threatened by a disaster_{$\frac{1}{2}$} 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.
- Records that have been officially filed with a State agency are subject to the provisions found in <u>NRS</u> <u>Chapter 239</u> and <u>NAC Chapter 239</u>, 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 <u>NRS Chapter 378</u>.
 - b. If an approved records retention schedule provides for the destruction of such records, they may be destroyed subject to <u>NAC 239.722</u>.
- 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, T 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 <u>NRS 239.080</u> and <u>NAC 239.710 to 239.720</u>;
 - 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;
 - 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 <u>NRS 239.080</u>, <u>239.090</u>, <u>378.250</u>, and <u>NAC 239.760</u>, 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 <u>NRS 242</u>;
- 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 <u>239</u> and <u>378</u>, and <u>NAC Chapter 239</u>;
- 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 <u>NRS 239.080</u> and <u>NAC 239.715 to 239.722</u>; 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 <u>NRS 378.255(9)</u> 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 <u>NRS 378.255(6)(7)</u>, 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 <u>NRS 378.255(6)</u> 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 ³⁸

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.
- Records that have been officially filed with a State agency are subject to the provisions found in <u>NRS</u> <u>Chapter 239</u> and <u>NAC Chapter 239</u>, 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 <u>NRS Chapter 378</u>.
 - b. If an approved records retention schedule provides for the destruction of such records, they may be destroyed subject to <u>NAC 239.722</u>.
- 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.



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, heighten security risks and double shifts to meet the security needs of the institutions.

Statutory Authority:

NRS 286.510 - 286.523

REVIEWED: ACTION ITEM:

Steve Sisolak Governor

W.A. "Bill" Gittere Acting Director

Kimberly D. Smith Chief Human Resources Officer



STATE OF NEVADA Department of Corrections 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

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.

Ashcraft

Michelle Ashcraft, Chief of Fiscal Services Nevada Department of Corrections

CC:

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

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 boomand-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: 77	

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.

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

SUMMARY PAGE

BUDGET ACCOUNT	CRITICAL FTE'S	VACANCY TOTALS	VACANCY RATE
706 - MEDICAL	101	33	32.67%
710 - DIRECTOR'S OFFICE	39	5	12.82%
715 - SNCC (CLOSED)	0	0	0.00%
716 - WARM SPRINGS	102	46	45.10%
717 - NORTHERN NV CC	250	113	45.20%
719 - PRISON INDUSTRY	9	5	55.56%
722 - STEWART CAMP	13	4	30.77%
723 - PIOCHE CAMP	15	6	40.00%
724 - NORTHERN NV TH	7	0	0.00%
725 - THREE LAKES VALLEY	23	2	8.70%
738 - SOUTHERN DESERT CC	225	47	20.89%
739 - WELLS CAMP	12	2	16.67%
41 - HUMBOLDT CAMP	12	3	25.00%
47 - ELY CAMP	12	10	83.33%
48 - JEAN CAMP	13	7	53.85%
51 - ELY STATE PRISON	234	94	40.17%
752 - CARLIN CAMP	12	5	41.67%
54 - TONOPAH CAMP	12	6	50.00%
59 - LOVELOCK CC	226	111	49.12%
60 - CASA GRANDE TH	21	1	4.76%
61 - FLORENCE MCCLURE WOMENS CC	148	19	12.84%
62 - HIGH DESERT STATE PRISON	487	92	18.89%
TOTALS:	1973	611	31.27%

REVIEWED AND APPROVED BY:

DATE:_____

VACANCY RATE FOR SFY23

Steve Sisolak Governor

W.A. "Bill" Gittere Acting Director

Kimberly D. Smith Chief Human Resources Officer



STATE OF NEVADA Department of Corrections

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

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 twoyear 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 <u>NRS 286.520</u> 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 <u>NRS 286.510</u> 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 <u>NRS 286.510</u>.

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



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 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.

<u>Statutory Authority:</u> BOE approval is required pursuant to NRS 353.264

REVIEWED:
C.C.

AARON D. FORD Attorney General

KYLE E.N. GEORGE First Assistant Attorney General

CHRISTINE JONES BRADY Second Assistant Attorney General



JESSICA L. ADAIR Chief of Staff

LESLIE NINO PIRO General Counsel

STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL HEIDI PARRY STERN Solicitor General

100 North Carson Street Carson City, Nevada 89701

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:

Luclie Mine Pine

November 3, 2022

LESLIE NINO PIRO, GENERAL COUNSEL

DATE

1	Mark R. Thierman, Nev. Bar No. 8285	Sheri M. Thome, Esq.				
2	mark@thiermanbuck.com	Nevada Bar No. 008657				
2	Joshua D. Buck, Nev. Bar No. 12187	WILSON ELSER MOSKOWITZ				
3	josh@thiermabuck.com	EDELMAN & DICKER LLP				
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4	leah@thiermanbuck.com Joshua R. Hendrickson, Nev. Bar No. 12225	Las Vegas, NV 89119				
5	joshh@thiermanbuck.com	Telephone: (702) 727-1400				
	THIERMAN BUCK LLP	Facsimile: (702) 727-1401 Sheri.Thome@wilsonelser.com				
6	7287 Lakeside Drive	Sherr. Thome@wilsoneiser.com				
7	Reno, Nevada 89511	AARON FORD				
•	Tel. (775) 284-1500	Attorney General				
8	Fax. (775) 703-5027	Steve Shevorski				
9		Chief Litigation Counsel				
9		Nevada Bar No. 008256				
10		Kiel B. Ireland				
		Deputy Solicitor General				
11		Nevada Bar No. 15368				
12		State of Nevada				
14		Office of the Attorney General 555 E. Washington Ave., Ste. 3900				
13		Las Vegas, NV 89101				
1.4		Telephone: (702) 486-3420				
14		Facsimile: (702) 486-3773				
15		sshevorski@ag.nv.gov				
		kireland@ag.nv.gov				
16						
17		Attorneys for Defendant The State of Nevada,				
	1	ex rel. its Department of Corrections				
18						
19	UNITED STATES DISTRICT COURT					
20	DISTRICT	OF NEVADA				
21	DONALD WALDEN, JR., et al., etc.,	Case No.: 3:14-cv-00320-MMD-CSD				
~ 1	D1-1-4100-					
22	Plaintiffs,	JOINT STIPULATION OF COLLECTIVE AND CLASS ACTION SETTLEMENT				
23	v.	AND RELEASE BETWEEN PLAINTIFFS				
23		AND DEFENDANT				
24	THE STATE OF NEVADA, EX REL. NEVADA DEPARTMENT OF CORRECTIONS, and					
25	DOES 1-50,					
23						
26	Defendants.					
27						
<i>"</i> ′						
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	Page 1 of 22					
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This Joint Stipulation of Collective and Class Action Settlement and Release (the 1 "Settlement") is made and entered into by and between Plaintiffs DONALD WALDEN JR., 2 NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY 3 RIDENOUR, and DANIEL TRACY on behalf of themselves and all other similarly situated 4 individuals ("Plaintiffs"), and Defendant STATE OF NEVADA, EX. REL. ITS DEPARTMENT 5 OF CORRECTIONS ("Defendant" or "NDOC") (collectively referred to as "the Parties"). 6 THE PARTIES STIPULATE AND AGREE as follows: 7 1. The following terms shall have the meanings ascribed to them below: 8 a. "Action" means the lawsuit captioned as DONALD WALDEN, JR., ET AL. 9 v. THE STATE OF NEVADA, EX REL. NEVADA DEPARTMENT OF CORRECTIONS, originally 10 filed on May 12, 2014, in the First Judicial District Court of Nevada, Carson City, Case No. 11 140C000891B, Dept. 2, and removed on June 17, 2014, to the United States District Court for the 12 District of Nevada, Case No. 3:14-cv-00320-MMD-CSD. 13 b. "Claims Administrator" means Phoenix Class Action Administration 14 Solutions, or such other claims administrator as may be mutually agreeable to the Parties. 15 "Class Counsel" means Thierman Buck, LLP of Reno, Nevada, and Gabroy c. 16 Messer of Henderson, Nevada. 17 "Class Counsel Payment" shall have the meaning ascribed to it in Paragraph d. 18 13 below. 19 e. "Class Members" means those individuals that are within the Settlement Class, each of whom is a "Class Member." 20 f. "Class Period" means May 12, 2011, through the date of preliminary 21 approval of this Settlement. 22 "Class Representatives" mean Plaintiffs DONALD WALDEN JR., g. 23 NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY 24 RIDENOUR, and DANIEL TRACY. 25 "Complaint" means the operative First Amended Class Action Complaint on h. 26 file in the Action that was filed on April 19, 2017. 27 i. "Court" means the United States District Court for the District of Nevada. 28 Page 2 of 22 276313346v.1

"Effective Date" shall have the meaning ascribed to it in Paragraph 11(b) 1 j. below. 2 k. "Final Order and Judgment" means the Final Order Approving Class Action 3 Settlement and Judgment, as more fully described in Paragraph 26 below, in substantially the form 4 attached hereto as Exhibit C, and as approved by the Court. 5 "Maximum Settlement Amount" shall be as defined in Paragraph 11(c) 1. 6 below. 7 "Net Settlement Amount" shall be as defined in Paragraph 11(d) below. m. 8 "Notice" means the Notice of Collective and Class Action Settlement in n. 9 substantially the form attached hereto as Exhibit A, and as approved by the Court. 10 "Objection Deadline" means the date that is thirty (30) calendar days 0, 11 following the initial mailing of the Notice by the Claims Administrator to Class Members. 12 "Opt-In Plaintiffs" means all persons who filed consents to join in the FLSA p. 13 portion of this Action as of May 23, 2022, a list of whom is attached hereto as Exhibit D. 14 "Participating Class Members" means all Class Members who do not file a q. 15 request to be excluded from the Settlement. 16 "Parties" means collectively the Plaintiffs and Defendant, each of whom is a r. 17 "Party." 18 s. "Preliminary Approval Order" means the preliminary order approving the 19 Settlement, as more fully described in Paragraph 22 below, and in substantially the form attached hereto as Exhibit B, and approved by the Court. 20 t. "Released Claims" means the claims to be released by the Settlement Class 21 as fully set forth in Paragraph 20 of this Agreement. 22 "Released Parties" means Defendant THE STATE OF NEVADA, EX REL. u. 23 NEVADA DEPARTMENT OF CORRECTIONS, its present and former officers, political 24 subdivisions, employees, agents, attorneys, experts, affiliates, successors and/or assigns, insurers or 25 reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, 26 representatives, insurers and reinsurers of such plans), and any individual or entity that could be 27 jointly liable with any of them 28 Page 3 of 22

v. "Service Award" means, subject to approval by the Court, a maximum
 payment of \$20,000.00 to each Class Representative from the "Maximum Settlement Amount"
 (defined below), which is in addition to the Class Representative's individual "Settlement Award"
 (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.
- x. "Settlement Awards" means Settlement amounts to be paid to eligible Class
 Members according to a specified formula as further described herein.
- y. "Settlement Class" means "All current and former non-exempt hourly paid
 employees, including sergeants and lieutenants, who have been employed by Defendant as
 correctional officers at any time during the Class Period."
- Plaintiffs initiated this Action on May 12, 2014. (ECF No. 1.) Plaintiff filed the
 operative First Amended Complaint on April 19, 2017, asserting that Defendants failed to (1) pay
 wages for all hours worked in violation of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201,
 et seq.; (2) pay overtime in violation of 29 U.S.C. § 207; (3) pay minimum wages in violation of the
 Nevada Constitution; (4) pay overtime in violation of NRS 284.180; and (5) comply with the terms
 of its contract with Plaintiffs to pay an agreed upon hourly wage for all hours worked. (ECF No.
 95.) Defendant filed its operative Answer on April 19, 2018. (ECF No. 175.)
- The Parties have heavily litigated this Action for more than eight (8) years with
 intense discovery, two separate appellate proceedings (including a writ petition to the United States
 Supreme Court), and numerous dispositive motions. The Parties had previously engaged in two (2)
 failed prior private mediation sessions and were only able to finally resolve this Action after an all day mandatory settlement conference with the Honorable Magistrate Judge Craig S. Denney.
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The Parties now enter into this Settlement for preliminary and final Court approval.

5. This Action has already been conditionally certified pursuant to the FLSA on behalf of the following collective group: "[A]Il current and former non-exempt hourly paid employees, including sergeants and lieutenants, who were employed by NDOC as correctional officers at any 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,

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Page 4 of 22

276313346v.1

4.

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

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Nothing related to this Agreement, or any communications, papers or orders related б. to the Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by 11 Defendant or Released Parties of any liability, culpability, negligence, or wrongdoing toward 12 Plaintiffs, the Class Members, or any other person, or that class or collective action certification is 13 appropriate in this matter. Furthermore, nothing in this Agreement shall be cited to as, construed to 14 be admissible as, or considered any form of waiver of any exhaustion of administrative remedies 15 requirement and/or argument under Nevada law, including any argument that NRS chapter 284 16 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 favor of Defendant, each Class Member acknowledges that this Settlement is intended to include in 19 its effect all claims reasonably arising out of the allegations made in the Action and all Released 20 Claims against Defendant as of the date of the Court's Final Order and Judgment. 21

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

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

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Page 5 of 22

276313346v.1

8.

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

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

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TERMS OF SETTLEMENT

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

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

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

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Page 6 of 22

276313346v,1

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

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

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

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

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Page 7 of 22

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

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

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

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

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

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Page 8 of 22

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

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

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

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Page 9 of 22

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

Establishment of Settlement Account: The Claims Administrator shall i. 10 establish a settlement account for the purpose of safeguarding the Maximum Settlement Amount 11 and paying all payment amounts identified by this Settlement and approved by the Court 12 ("Settlement Account"). The Maximum Settlement Amount will be paid in two installments, the 13 first being a good faith deposit following preliminary Court approval and the second being the 14 remaining settlement funds following final Court approval. For the first payment, the good faith 15 deposit, Defendant shall deposit a total of Twenty-Five Million Dollars (\$25,000,000.00) in the 16 Settlement Account, by wire or check. Defendant shall deposit its portion of the \$25,000,000.00 no 17 later than twontythirty-one (2130) days from the later of (i) the date that preliminary approval is entered, or (ii) the date that the Maximum Settlement Amount is approved by the BOE and IFC. 18 19 Defendant's insurer, AIG, shall deposit its portion of the \$25,000,000.00 no later than forty-five (45) days from the date that preliminary approval is entered. For the second payment, the 20 remaining settlement funds deposit, Defendant shall deposit a total of Thirty Million Dollars 21 (\$30,000,000.00) in the Settlement Account, by wire or check, no later than ninety (90) days from 22 the Effective Date of the Settlement, as set forth in Paragraph 11(b). 23

24

CLAIMS ADMINISTRATION

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

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Page 10 of 22

276313346v.I

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

12 13

ATTORNEYS' FEES AND COSTS

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

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

NOTICE TO THE SETTLEMENT CLASS

Page 11 of 22

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

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

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

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

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d. Class Counsel shall provide to the Court, at least seven (7) calendar days 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.

Page 12 of 22

1

SETTLEMENT AWARD PROCESS

16. Settlement Awards to Class Members shall be distributed by the Claims 2 Administrator within ten (10) calendar days of receipt of all settlement amounts in the Settlement 3 Account pursuant to Paragraph 11(i). Settlement Award checks shall remain valid and negotiable 4 for one hundred and eighty (180) calendar days from the date of their issuance and will 5 automatically be cancelled by the Claims Administrator if not cashed by the Class Member within б that time, at which point the Class Member's claim will be deemed void and of no further force or 7 effect, and the Class Member's claims will remain released by the Settlement. The Settlement 8 Award checks provided to Class Members shall prominently state the expiration date or a statement 9 that the checks will expire in one hundred and eighty (180) days, or alternatively, such a statement 10 may be made in a letter accompanying the checks. Expired Settlement Award checks will not be 11 reissued, except for good cause and as mutually agreed upon by the Parties in writing. Upon 12 completion of its calculation of payments, the Claims Administrator shall provide Class Counsel 13 and Defendant's Counsel with a report listing the amount of all payments to be made to each Class 14 Member. Proof of payment will be provided to Class Counsel and Defendant's Counsel within one 15 hundred and eighty (180) calendar days of Settlement Award checks being issued.

16

EXCLUSION PROCESS

17 A Class Member may request to be excluded from the effect of this Agreement, and 17. any payment of amounts under this Agreement, by submitting a Request for Exclusion to the 18 Claims Administrator stating that the Class Member wants to be excluded from this Action. Class 19 Members will have thirty (30) calendar days from the initial mailing date of the Notice within 20 which to postmark their Requests for Exclusion to the Claims Administrator. The Claims 21 Administrator will not send any reminder notices to Class Members about the exclusion process. No 22 Request for Exclusion will be honored if postmarked after the thirty (30) calendar-day period. Class 23 Members are responsible for maintaining a photocopy of the Request for Exclusion and record of 24 proof of mailing. Unless a timely and valid Request for Exclusion is filed consistent with the terms 25 of this Settlement, the Class Member shall be bound by this Settlement and the Settlement Class 26 releases stated herein. The Parties agree to meet and confer if the intent of a particular Request for 27

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Page 13 of 22

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

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

6

OBJECTION PROCESS

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

25

RELEASE OF CLAIMS

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

Page 14 of 22

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

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

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Page 15 of 22

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

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

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

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

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

21

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

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

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

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Page 16 of 22

1 b. Approving the Class Counsel Payment, not to exceed the maximum amount set forth herein; 2 Approving the Service Award to the Class Representative, not to exceed the c. 3 maximum amount set forth herein; 4 d. Approving the Claims Administration fees and costs; and 5 e. Entering a final order of the Action, and permanently barring and enjoining 6 all members of the Settlement Class from prosecuting against the Released Parties any individual or 7 class or collective claims released herein, upon satisfaction of all payments and obligations 8 hereunder. 9 PARTIES' AUTHORITY 10 The signatories hereto hereby represent that they are fully authorized to enter into 26. 11 this Settlement and bind the Parties hereto to the terms and conditions thereof. 12 **MUTUAL FULL COOPERATION** 13 27, The Parties agree to fully cooperate with each other to accomplish the terms of this 14 Settlement, including but not limited to, execution of such documents and taking such other action 15 as reasonably may be necessary to implement the terms of this Settlement. The Parties to this 16 Settlement shall use their reasonable best efforts, including all efforts contemplated by this 17 Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of 18 this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its 19 counsel, take all necessary steps to secure the Court's final approval of this Settlement. 20 NO PRIOR ASSIGNMENTS 21 28. The Parties and their respective counsel represent, covenant and warrant that they 22 have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or 23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action 24 or right herein released and discharged. 25 **NO ADMISSION** 26 29. Nothing contained herein, nor the consummation of this Settlement, is to be 27 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of 28 Page 17 of 22 276313346v.1

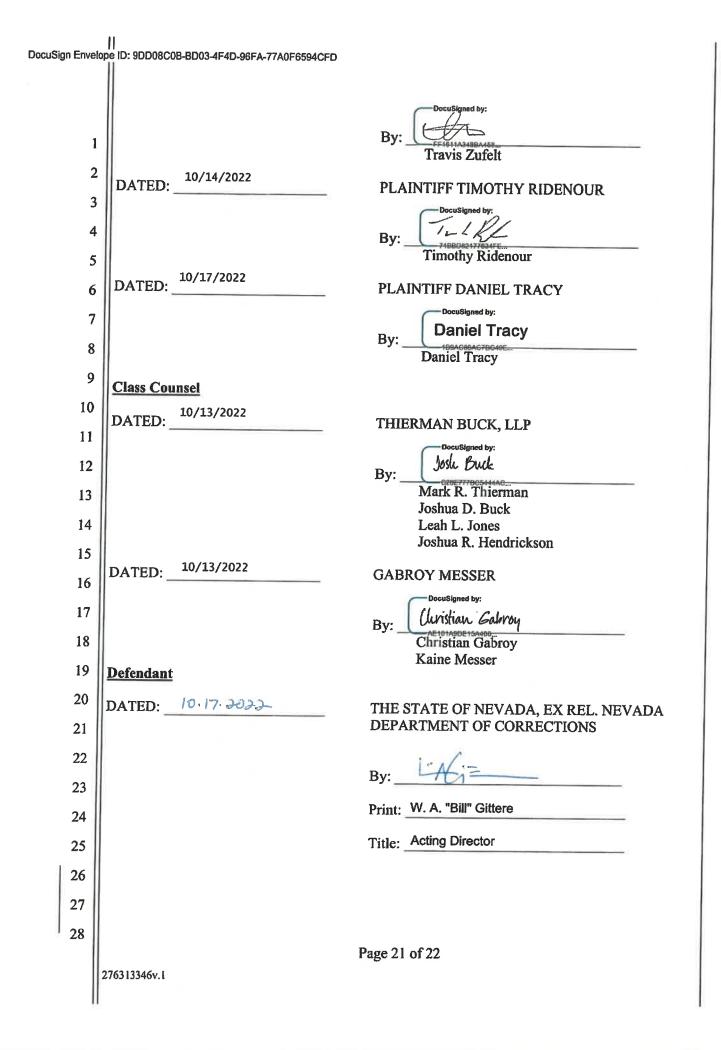
1	any Defendant. Each of the Parties hereto has entered into this Settlement solely with the intention						
2							
3	ENFORCEMENT ACTIONS						
4	30. In the event one or more of the Parties to this Settlement institutes any legal action or						
5	other proceeding against any other Party or Parties 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						
12	follows:						
13	To Plaintiff and the Settlement Class:						
15	Mark R. Thierman, Esq.						
	mark@thiermanbuck.com Joshua D. Buck, Esq.						
16	josh@thiermanbuck.com						
17	Leah L. Jones, Esq. leah@thiermanbuck.com						
18	Joshua R. Hendrickson, Esq. joshh@thiermanbuck.com						
19	THIERMAN BUCK LLP 7287 Lakeside Drive						
20	Reno, Nevada 89511						
21	To Defendant:						
22	Sheri M. Thome, Esq.						
23	Sheri.Thome@wilsonelser.com						
24	WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP 6689 Las Vegas Blvd. South, Suite 200						
25	Las Vegas, NV 89119						
26	CONSTRUCTION						
27							
28							
	Page 18 of 22 276313346v.1						

1	32. The Parties agree that the terms and conditions of this Settlement are the result of	of	
2	lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not b	e	
3	construed in favor of or against any Party by reason of the extent to which any Party or his, her o	r	
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	e	
7	and for reference, and in no way define, limit, extend or describe the scope of this Settlement or any	y	
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	i	
11	signed by the Parties hereto and approved by the Court. This Settlement may not be discharged	1	
	except by performance in accordance with its terms or by a writing signed by the Parties.		
12	INTEGRATION CLAUSE		
13	35. This Settlement contains the entire agreement between the Parties relating to the		
14	settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,		
15	understandings, representations and statements, whether oral or written and whether by a Party or		
16	such Party's legal counsel, are merged herein. No rights hereunder may be waived except in		
17	writing.		
18	BINDING ON ASSIGNS		
19	36. This Settlement shall be binding upon and inure to the benefit of the Parties and their		
20	respective heirs, trustees, executors, administrators, successors, and assigns; provided, however,		
21	that a Party's rights and obligations hereunder may not be assigned or delegated without the express		
22	prior written consent of the other Parties.		
23	CLASS MEMBER SIGNATORIES		
24	37. It is agreed that because the Class Members are so numerous, it is impossible or		
25	impractical to have each Class Member execute this Settlement. The Notice will advise all Class		
26	Members of the binding nature of the release, and the release shall have the same force and effect as		
27	if this Settlement were executed by each Class Member.		
28	COUNTERPARTS		
	Page 19 of 22		
	276313346v.1		
11			

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

6	TO ABY BABE ON RETABIATORT ACTION
7	39. Defendant will not take any adverse or retaliatory action against the Class
8	Representative.
9	IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
10	Settlement as of the date(s) set forth below:
11	Plaintiff and Class Representative
12 13	DATED: PLAINTIFF DONALD WALDEN JR.
14	DocuBigned by:
15	By: Wald Donald Walden, Jr.
16	10/16/2022
17	DATED: PLAINTIFF NATHAN ECHEVERRIA
18	By: 922
19	Nathan Echeverria
20	DATED: PLAINTIFF AARON DICUS
21	DocuSigned by:
22	By: Aaron Dicus
23	10/15/2022
24	DATED: PLAINTIFF BRENT EVERIST
25	By: Brent Enerist
26	Brent Everist
27	DATED: PLAINTIFF TRAVIS ZUFELT
28	
40	Page 20 of 22
	276313346v.1



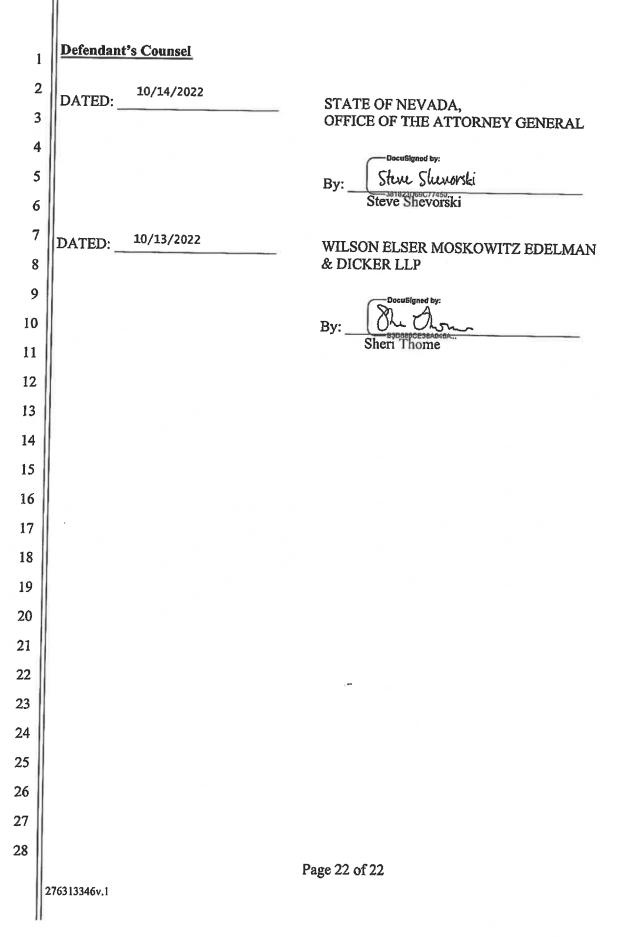


EXHIBIT A

Class Notice

EXHIBIT A

1		UNITED STATES I	DISTRICT COURT
2		DISTRICT O	DF NEVADA
3	DONALD WALDEN,	JR., et al., etc.,	Case No.: 3:14-cv-00320-MMD-CSD
4	Plainti		
5	v.		
6	THE STATE OF NEV	ADA, EX REL. NEVADA	
	DEPARTMENT OF C 1-50,	ORRECTIONS, and DOES	
9	Defend	lants.	
· []	NOTICE OF PE		E AND CLASS ACTION SETTLEMENT
	AND FINAL HEARING DATE		
2			
	YOUR LEGAL RIG		D WHETHER YOU ACT OR DO NOT ACT.
		GHTS MAY BE AFFECTEI PLEASE READ THIS NO	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY.
	SUMMARY O	GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY.
		GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything.	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY. AND OPTIONS IN THIS SETTLEMENT: ash payment from the Settlement, you do not have
	SUMMARY O Do Nothing and Remain Eligible to	GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything. Your potential Settlement S	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY. AND OPTIONS IN THIS SETTLEMENT: ash payment from the Settlement, you do not hav
	SUMMARY O Do Nothing and Remain Eligible to	GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything. Your potential Settlement S you worked for as a correct	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY. AND OPTIONS IN THIS SETTLEMENT: ash payment from the Settlement, you do not have hare is based upon the number of workweeks the ional officer with Defendant the State of Nevad
	SUMMARY O Do Nothing and Remain Eligible to	 GHTS MAY BE AFFECTEI PLEASE READ THIS NO DF YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything. Your potential Settlement S you worked for as a correct ex rel. Nevada Department of of preliminary approval]. 	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY.
	SUMMARY O Do Nothing and Remain Eligible to	GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything. Your potential Settlement S you worked for as a correct ex rel. Nevada Department of preliminary approval]. Your estimated Settl In exchange for participating	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY. AND OPTIONS IN THIS SETTLEMENT: ash payment from the Settlement, you do not have hare is based upon the number of workweeks the ional officer with Defendant the State of Nevad of Corrections, from May 12, 2011 to [insert dat mement Share is [insert Settlement Share]. g in the Settlement, you will release your claims
	SUMMARY O Do Nothing and Remain Eligible to	GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything. Your potential Settlement S you worked for as a correct ex rel. Nevada Department of preliminary approval]. Your estimated Settl In exchange for participating against the Defendant, as det If you wish to exclude you	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY. AND OPTIONS IN THIS SETTLEMENT: ash payment from the Settlement, you do not have hare is based upon the number of workweeks the ional officer with Defendant the State of Nevad of Corrections, from May 12, 2011 to [insert da mement Share is [insert Settlement Share]. g in the Settlement, you will release your claims tailed below.
	SUMMARY O Do Nothing and Remain Eligible to Receive a Payment	GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything. Your potential Settlement S you worked for as a correct ex rel. Nevada Department of preliminary approval]. Your estimated Settl In exchange for participating against the Defendant, as det If you wish to exclude you claims, you must send a w	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY. AND OPTIONS IN THIS SETTLEMENT: ash payment from the Settlement, you do not have hare is based upon the number of workweeks the ional officer with Defendant the State of Nevad of Corrections, from May 12, 2011 to [insert dat ement Share is [insert Settlement Share]. g in the Settlement, you will release your claims tailed below. urself from the Settlement and <i>not</i> release you written request for exclusion to the Settlement below. If you request exclusion, you will not b
	SUMMARY O Do Nothing and Remain Eligible to Receive a Payment	GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything. Your potential Settlement S you worked for as a correct ex rel. Nevada Department of preliminary approval]. Your estimated Settl In exchange for participating against the Defendant, as det If you wish to exclude you claims, you must send a w	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY. AND OPTIONS IN THIS SETTLEMENT: ash payment from the Settlement, you do not have hare is based upon the number of workweeks the ional officer with Defendant the State of Nevad of Corrections, from May 12, 2011 to [insert dat ement Share is [insert Settlement Share]. g in the Settlement, you will release your claims tailed below. urself from the Settlement and <i>not</i> release you written request for exclusion to the Settlement below. If you request exclusion, you will not b
	SUMMARY O Do Nothing and Remain Eligible to Receive a Payment	GHTS MAY BE AFFECTEI PLEASE READ THIS NO F YOUR LEGAL RIGHTS A To be eligible to receive a c to do anything. Your potential Settlement S you worked for as a correct ex rel. Nevada Department of of preliminary approval]. Your estimated Settl In exchange for participating against the Defendant, as det If you wish to exclude you claims, you must send a w Administrator, as provided I eligible to receive any cash p all your legal claims. If you have previously filed	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY. AND OPTIONS IN THIS SETTLEMENT: ash payment from the Settlement, you do not have hare is based upon the number of workweeks the ional officer with Defendant the State of Nevad of Corrections, from May 12, 2011 to [insert dat mement Share is [insert Settlement Share]. g in the Settlement, you will release your claims tailed below. arself from the Settlement and <i>not</i> release you written request for exclusion to the Settlemer below. If you request exclusion, you will not b payment from the Settlement, but you will retain a consent to join in this action and decide to tion, you will be required to retain your own legal

WHY DID I GET THIS NOTICE?

I.

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A proposed collective and class action settlement (the "Settlement") of this lawsuit pending in the United 2 States District Court, District of Nevada (the "Court"), has been reached between Plaintiffs Donald Walden Jr., Nathan Echeverria, Aaron Dicus, Brent Everist, Travis Zufelt, Timothy Ridenour, and Daniel Tracy 3 ("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]. 4 5 You have received this Class Notice because you have been identified as a member of the Class, which is defined as: 6 All current and former non-exempt hourly paid employees, including 7 sergeants and lieutenants, who have been employed by Defendant as correctional officers at any time from May 12, 2011 to [insert date of 8 preliminary approval] ("Class Period"). 9 This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read 10 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 all other similarly situated employees, for the recovery of unpaid wages under federal and state law (the 13 "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 14 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 15 of the FLSA, 29 U.S.C. § 207; (3) Failure to pay minimum wages in violation of the Nevada Constitution; 16 (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. 17 The Court granted conditional certification in this Action under the FLSA and seven hundred and forty-18 eight (748) of you previously filed consents to join with the Court on or before May 23, 2022. The Court granted Plaintiffs' motion for summary judgment on the compensability of the pre and post shift work 19 activities at issue in this case under the FLSA but did not rule how much, if any, damages could be recovered. Plaintiffs sought to re-assert the previously alleged state law claims that had previously been 20 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 III. WHAT DOES THE SETTLEMENT PROVIDE? 23 A. Maximum Settlement Amount. The total amount of the Settlement is \$55,000,000.00 24 ("Maximum Settlement Amount"). The Maximum Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, the Class Representative Service Payments 25 to the Plaintiffs, Class Counsels' attorneys' fees and costs, the expenses of the Settlement 26 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 Participating Class Members after deducting the court approved payments of the Service Awards 28 to the Class Representatives, Class Counsels' attorneys' fees and costs, the expenses of the Page 2 of 6

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

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

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

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

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

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

- E. <u>Settlement Administration Expenses.</u> Payment to the Settlement Administrator, estimated not 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. <u>Tax Matters.</u> 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. <u>Court Approval Required</u>. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.
- 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

Page 3 of 6

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

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

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

Upon final approval by the Court of this Settlement, and except as to such rights or 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 exchange for the consideration recited in this Agreement, on behalf of himself/herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Defendant and Released Parties from any and all state, federal and local claims arising from his/her employment including statutory claims, whether known or unknown, in law or in equity, including but not limited to claims under any legal theory for failure to pay minimum wage, failure to pay overtime compensation, failure to properly calculate overtime compensation, failure to pay for all hours worked, failure to provide meals and rest periods, failure to timely pay wages or compensation or final wages or compensation, failure to reimburse for business expenses, making illegal deductions from wages or compensation, failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest and/or penalties of any kind whatsoever, whether known or 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.

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V. HOW MUCH WILL MY PAYMENT BE?

Your Settlement Share will be based on the number of workweeks that you worked as a non-exempt hourly 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]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute 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>.

Page 4 of 6

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

1

To be eligible to receive money from the Settlement, you do not have to do anything. A check for 2 your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement 3 Administrator is: [insert Settlement Administrator information] 4 WHAT IF I DON'T WANT TO BE A PART OF THE SETTLEMENT? VII. 5 If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt 6 out." If you opt out, you will not be eligible to receive any money from the Settlement, but you will not be bound by its terms. If you previously filed a consent to join in the federal portion of this 7 Action but wish to opt-out, you will be required to retain your own legal counsel or proceed on your own behalf. 8 To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and 9 dated request for exclusion postmarked no later than <30 days after mailing of class notice>. The address 10 for the Settlement Administrator is Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of Corrections, c/o [insert Settlement Administrator name and information]. The request for exclusion must 11 state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of Corrections, Case No.: 3:14-12 cv-00320-MMD-CSD." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be 13 signed by you. No other person may opt out for a member of the Class. 14 VIII. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT? 15 Any Class Member, who has not opted out and believes that the Settlement should not be finally approved 16 by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the 17 Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is Walden, et. al. v. State of 18 Nevada, Ex. Rel. Nevada Department of Corrections, Case No.: 3:14-cv-00320-MMD-CSD. 19 To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound 20 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 21 Settlement, whether by appeal or otherwise. 22 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 23 responsible for hiring and paying that attorney. All written objections and supporting papers must (a) 24 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 25 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 26 postmarked on or before <30 days following mailing of the Class Notice>. 27 28

1	The addresses for the Parties' Counsel are as follows:	
2	2 Class Counsel: Counsel for I	
3	Mark R. Thierman Sheri M. Thor 3 mark@thiermanbuck.com Sheri.Thore@	ne, Esq. Dwilsonelser.com
	Joshua D. Buck WILSON ELS	SER MOSKOWITZ
4	Leah L. Jones 6689 Las Ver	z DICKER LLP as Blvd. South,
5	S leah@thiermanbuck.com Suite 200	
6	6 Joshua R. Hendrickson Las Vegas, NV joshh@thiermanbuck.com	/ 89119
7	7 THIERMAN BUCK LLP 7287 Lakeside Drive	
8		
9	9 Christian Gabroy	
10	christian@gabroy.com	
	kmesser@arbrox.com	
11	GABROY MESSER	
12	12 170 S. Green Valley Pkwy., Suite 280 Henderson, Nevada 89012	
13		
14		THER TO APPROVE THE
15	I The over this hold a third approval realing at sume a.m. on some	in Courtroom <#> before Chief
16	¹⁶ If Judge Miranda Du at the United States District Court, District of Nevada Reno, NV 89501. At this hearing, the Court will consider whether the Se	, located at 400 S. Virginia St.,
17		er to grant final approval to the
18	[8]] made a timely written request to speak at the hearing. This hearing ma	v be rescheduled by the Court
19	I A A A A A A A A A A A A A A A A A A A	nd the Final Approval Hearing,
20	I although any Class Member is welcome to attend the hearing	
21	21 X. HOW DO I GET MORE INFORMATION ABOUT THE SET	TLEMENT?
22	2 You may call the Settlement Administrator at <phone> or write to Walder Rel. Navada Dangetment of Connections, Settlement Administrator at</phone>	, et. al. v. State of Nevada, Ex.
23	<i>Rel. Nevada Department of Corrections</i> , Settlement Administrator, <i>c/o</i> [in name and information]; or contact Class Counsel at 775-284-1500 or email	asert Settlement Administrator at info@thiermanbuck.com
24		Agreement, You may receive a
25	I CODY of the Settlement Agreement, the Final Judgment or other Settlement	documents by writing to Class
26	6	
27	PLEASE <u>DO NOT</u> CALL THE COURT ABOUT TH	IS NOTICE.
28		
-0		
	Page 6 of 6	
11		1

EXHIBIT B

Order Granting Preliminary Approval of Class Action Settlement

EXHIBIT B

1	Mark R. Thierman, Nev. Bar No. 8285	Shori M Theme Bar
	markathiermanhuck com	Sheri M. Thome, Esq. Nevada Bar No. 008657
2	Joshua D. Buck, Nev. Bar No. 12187	WILSON ELSER MOSKOWITZ
3		EDELMAN & DICKER LLP
2	Leah L. Jones, Nev. Bar No. 13161	6689 Las Vegas Blvd. South, Suite 200
4		Las Vegas, NV 89119
	Joshua R. Hendrickson, Nev. Bar No. 12225	Telephone: (702) 727-1400
5	joshh@thiermanbuck.com	Facsimile: (702) 727-1401
	THIFRMAN BLICK LLD	Sheri.Thome@wilsonelser.com
6	7287 Lakeside Drive	
7	Reno, Nevada 89511	AARON FORD
	Tel. (775) 284-1500	Attorney General
8	Fax. (775) 703-5027	Steve Shevorski
•		Chief Litigation Counsel
9	GABROY LAW OFFICES	Nevada Bar No. 008256
10	Christian Gabroy (#8805)	Kiel B. Ireland
	Kaine Messer (#14240)	Deputy Attorney General
11	The District at Green Valley Ranch	Nevada Bar No. 15368C
10	170 South Green Valley Parkway, Suite 280 Henderson, Nevada 89012	State of Nevada
12	Tel (702) 259-7777	Office of the Attorney General
13	Fax (702) 259-7704	555 E. Washington Ave., Ste. 3900
	christian@gabroy.com	Las Vegas, NV 89101
14	kmesser@gabroy.com	Telephone: (702) 486-3420
15		Facsimile: (702) 486-3773
12	Attorneys for Plaintiffs	sshevorski@ag.nv.gov
16		kireland@ag.nv.gov
17		Attorneys for Defendant The State of Nevada, ex rel. its Department of Corrections
18		
19	UNITED STATES	DISTRICT COURT
	DISTRICT	OF NEVADA
20		OF NEVADA
21	DONALD WALDEN, JR., et al., etc.,	Case No.: 3:14-cv-00320-MMD-WGC
22	Plaintiffs,	
44		ORDER GRANTING PRELIMINARY
23	v.	APPROVAL OF CLASS ACTION
	THE STATE OF NEVADA, EX REL. NEVADA	SETTLEMENT
24	DEPARTMENT OF CORRECTIONS, and	
25	DOES 1-50,	
1	Defendants,	
26	2 Frontantio.	
27		
28		
	Page	1 of 5
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TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

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

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

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

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

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

The Court directs the mailing of Class Notice of Settlement by first class mail to the 5. 21 Class Members in accordance with the Implementation Schedule set forth below. This Court finds 2.2. the dates selected for the mailing and distribution of the Class Notice of Settlement, as set forth in 23 the Implementation Schedule, meet the requirements of due process and provide the best notice 24 practicable under the circumstances and shall constitute due and sufficient notice to all persons 25 entitled thereto. 26

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

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	AAR	ON I	DICUS, BRENT EVERIST, TRAVIS	SZUFELT, TIMOTHY RIDENOUR, and DANIEL TRACY	
5	as Cl	lass R	Representatives.		
6		8.	This Court re-affirms Mark	Thierman, Esq., Joshua Buck, Esq., Leah Jones, Esq.,	
7	and J	Joshu	a R. Hendrickson, Esq. of Thierm	nan Buck, LLP of Reno, Nevada and Christian Gabroy,	
8	Esq.	and k	Kaine Messer, Esq. of Gabroy Mes	sser of Henderson, Nevada as Class Counsel.	
9		9.	This Court confirms [<mark>ins</mark>	sert Settlement Administrator] as the Settlement	
10	Adm	inistr	ator.		
11		10.	This Court orders the following	ng Implementation Schedule for further proceedings:	
12			Deadline for Defendant to		
12		a.	Submit Class Member	, 2022 [7 calendar days after Order granting	
13			Information to Claims Administrator	Preliminary Approval]	
15		b.	Deadline for Claims Administrator to Mail the	, 2022 [14 calendar days after Order granting	
16			Notice to Class Members	Preliminary Approval]	
17		c.	Deadline for Defendant to	,202	
18			Make Good Faith Deposit To Settlement Account	[21 calendar days after Order granting Preliminary Approval or 30 calendar days	
19			maintained by Claims Administrator	from date of approval by the BOE and IFC, whichever is later]	
20		<u> </u>		_	
21		d.	Deadline for Defendant's Insurer to Make Good Faith	, 2023 [45 calendar days after Order granting	
22			Deposit To Settlement Account maintained by	Preliminary Approval]	
23			Claims Administrator		
24		e.	Deadline for Class Counsel to	, 2022	
25			File Motion for Final Approval of Fees, Costs, and	[21 calendar days after Order granting	
26	-	-	Service Awards	Preliminary Approval]	
27		f.	Deadline for Class Members to Postmark Requests for	, 2023 [30 calendar days after initial mailing of	
28			Exclusions	the Notice to Class Members]	

Page 3 of 5

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1 2	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]
3	h.	Deadline for Class Counsel to	, 2023
4 5		file Motion for Final Approval of Settlement, Attorneys' Fees, Costs, and Enhancement Award	[7 calendar days prior to Final Approval Hearing]
6	i.	Deadline for Class Counsel to	, 2023
7		File Declaration from Claims Administrator of Due Diligence and Proof of	[7 calendar days prior to Final Approval Hearing]
8		Mailing	
9	j.	Final Fairness Hearing and Final Approval	, 2023
1 2 3	k.	Deadline for Defendant to Deposit Remaining Settlement Fund To Settlement Account maintained by Claims	, 2023 [90 days after Effective Date]
4		Administrator	
5	1.	Deadline for Claims Administrator to wire transfer the Attorneys' Fees and Costs	, 2023 [10 days after receipt of Settlement Funds]
7		to Class Counsel (if Settlement is Effective)	T MROJ
	m.	Deadline for Claims Administrator to mail the	, 2023
		Settlement Awards to Class	[10 days after receipt of Settlement Funds]
		Members and the Enhancement Awards to Class	
		Representatives (if Settlement is Effective)	
	n.	Claims Administrator to File	2022
		Proof of Payment of Settlement Awards,	, 2023 [180 days after Settlement Awards being issued]
		Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	-
		Uncashed Checks to be Voided and Monies Remitted	, 2023 [180 days after Settlement Awards being

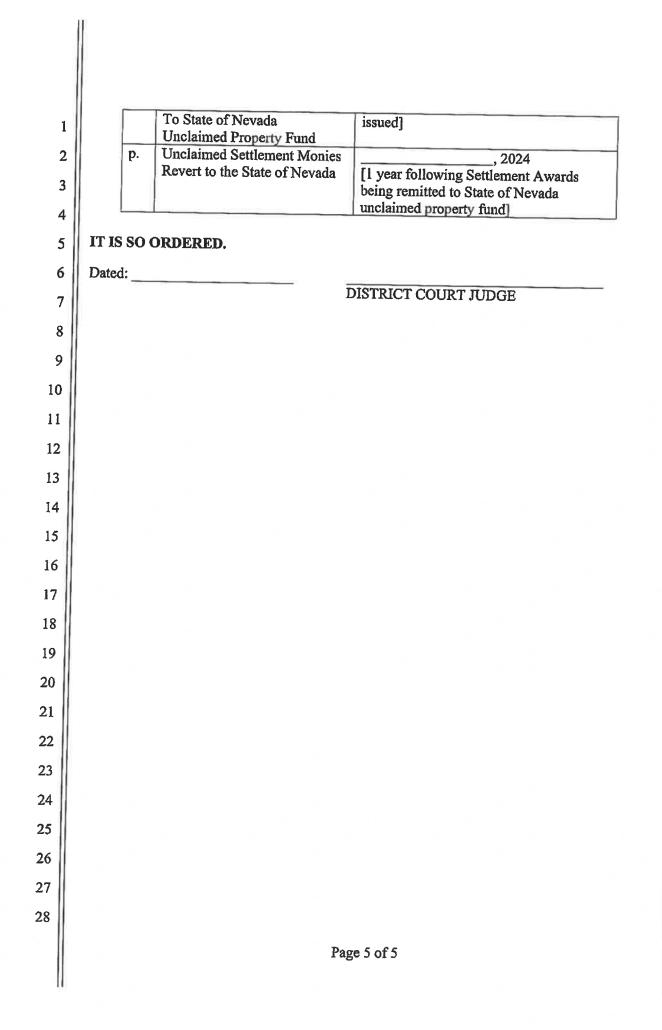


EXHIBIT C

[Proposed] Order Granting Final Approval of Class Action Settlement

EXHIBIT C

1	Mark D. Thiompon Nov. Don No. 2005	
	mark@thiermanbuck.com	Sheri M. Thome, Esq.
2	Joshua D. Buck, Nev. Bar No. 12187	Nevada Bar No. 008657
2		WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP
3	Leah L. Jones, Nev. Bar No. 13161	6689 Las Vegas Blvd. South, Suite 200
4		Las Vegas, NV 89119
	Joshua R. Hendrickson, Nev. Bar No. 12225	Telephone: (702) 727-1400
5	joshh@thiermanbuck.com	Facsimile: (702) 727-1401
6	THIERMAN BUCK LLP	Sheri.Thome@wilsonelser.com
U	1287 Lakeside Drive	
7	Reno, Nevada 89511	AARON FORD
	Tel. (775) 284-1500	Attorney General
8	Fax. (775) 703-5027	Steve Shevorski
9		Chief Litigation Counsel
	GABROY LAW OFFICES Christian Gabroy (#8805)	Nevada Bar No. 008256
10	Kaine Messer (#14240)	Kiel B. Ireland
		Deputy Attorney General
11	170 South Green Valley Parkway, Suite 280	Nevada Bar No. 15368C
12	Hondomon Marrada 90012	State of Nevada
	Tel (702) 259-7777	Office of the Attorney General 555 E. Washington Ave., Ste. 3900
13	1 ran (102) 239-1/04	Las Vegas, NV 89101
1.4	In istrance gaoroy.com	Telephone: (702) 486-3420
14	kmesser@gabroy.com	Facsimile: (702) 486-3773
15		sshevorski@ag.nv.gov
		kireland@ag.nv.gov
16		
17		Attorneys for Defendant The State of Nevada,
		ex rel. its Department of Corrections
18		
19	UNITED STATES	DISTRICT COURT
	DISTRICT	OF NEVADA
20		OF NEVADA
21	DONALD WALDEN, JR., et al., etc.,	Case No.: 3:14-cv-00320-MMD-WGC
22	Plaintiffs,	
22		[PROPOSED] ORDER GRANTING FINAL
23	v.	APPROVAL OF CLASS ACTION SETTLEMENT
24	THE STATE OF NEVADA, EX REL. NEVADA	SETTLEMENT
24	DEPARTMENT OF CORRECTIONS, and	
25	DOES 1-50,	
26	Defendants.	
27		
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	Page	l of 5

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TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

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

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

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

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

19c.the term "Released Claims" collectively means those claims to be released by20the Settlement Class identified in Paragraph 20 of the Settlement;

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

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

Page 2 of 5

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

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

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

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

6. As of the date of the Court's Final Order and Judgment, each and every Class 26 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

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

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

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

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9. The Court hereby re-affirms Plaintiffs DONALD WALDEN JR., NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY RIDENOUR, and DANIEL TRACY as Class Representatives of the Settlement Class and approves 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.

Page 4 of 5

	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.

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

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

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

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

IT IS SO ORDERED.

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Dated:

DISTRICT COURT JUDGE

Page 5 of 5

EXHIBIT D

List of Opt-in Plaintiffs

EXHIBIT D

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



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:

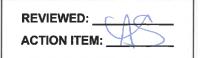
The claimants in this matter assert that the State failed to pay amounts owed to Department of Corrections employees for wages of all hours worked, eligible overtime, minimum wages, resulting in alleged violation of the Fair Labor Standards Act and the Nevada Constitution.

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.



AARON D. FORD Attorney General

KYLE E.N. GEORGE First Assistant Attorney General

CHRISTINE JONES BRADY Second Assistant Attorney General



JESSICA L. ADAIR Chief of Staff

LESLIE NINO PIRO General Counsel

HEIDI PARRY STERN Solicitor General

STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL

> 100 North Carson Street Carson City, Nevada 89701

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: the Claims Administrator First Installment \$25 million – deposited to an account established by \$25 million \$15 million – AIG Insurance \$10 million – Statutory Contingency Account \$5 million – Statutory Contingency \$5 million – IFC Contingency \$5 million – IFC Contingency

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:

Leslie Mina Paro

November 3, 2022

LESLIE NINO PIRO, GENERAL COUNSEL

DATE

1 2	Mark R. Thierman, Nev. Bar No. 8285 mark@thiermanbuck.com	Sheri M. Thome, Esq. Nevada Bar No. 008657
	Joshua D. Buck, Nev. Bar No. 12187 josh@thiermabuck.com	WILSON ELSER MOSKOWITZ
3	Leah L. Jones, Nev. Bar No. 13161	EDELMAN & DICKER LLP 6689 Las Vegas Blvd. South, Suite 200
4	leah@thiermanbuck.com	Las Vegas, NV 89119
5	Joshua R. Hendrickson, Nev. Bar No. 12225	Telephone: (702) 727-1400
5	joshh@thiermanbuck.com THIERMAN BUCK LLP	Facsimile: (702) 727-1401
6	7287 Lakeside Drive	Sheri.Thome@wilsonelser.com
7		AARON FORD
'	Tel. (775) 284-1500	Attorney General
8		Steve Shevorski
9		Chief Litigation Counsel
		Nevada Bar No. 008256 Kiel B. Ireland
10		Deputy Solicitor General
11		Nevada Bar No. 15368
		State of Nevada
12		Office of the Attorney General
13		555 E. Washington Ave., Ste. 3900
		Las Vegas, NV 89101
14		Telephone: (702) 486-3420 Facsimile: (702) 486-3773
15		sshevorski@ag.nv.gov
		kireland@ag.nv.gov
16		
17		Attorneys for Defendant The State of Nevada,
18		ex rel. its Department of Corrections
10		
19	UNITED STATES	DISTRICT COURT
20	DISTRICT	OF NEVADA
21	DONALD WALDEN, JR., et al., etc.,	Case No.: 3:14-cv-00320-MMD-CSD
22	Plaintiffs,	JOINT STIPULATION OF COLLECTIVE
	ν.	AND CLASS ACTION SETTLEMENT AND RELEASE BETWEEN PLAINTIFFS
23		AND DEFENDANT
24	THE STATE OF NEVADA, EX REL. NEVADA DEPARTMENT OF CORRECTIONS, and	
25	DOES 1-50,	
26	Defendants.	
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	Page	of 22
	276313346v.1	
IJ		

This Joint Stipulation of Collective and Class Action Settlement and Release (the 1 "Settlement") is made and entered into by and between Plaintiffs DONALD WALDEN JR., 2 NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY 3 RIDENOUR, and DANIEL TRACY on behalf of themselves and all other similarly situated 4 individuals ("Plaintiffs"), and Defendant STATE OF NEVADA, EX. REL. ITS DEPARTMENT 5 OF CORRECTIONS ("Defendant" or "NDOC") (collectively referred to as "the Parties"). 6 THE PARTIES STIPULATE AND AGREE as follows: 7 1. The following terms shall have the meanings ascribed to them below: 8 a, "Action" means the lawsuit captioned as DONALD WALDEN, JR., ET AL. 9 v. THE STATE OF NEVADA, EX REL. NEVADA DEPARTMENT OF CORRECTIONS, originally 10 filed on May 12, 2014, in the First Judicial District Court of Nevada, Carson City, Case No. 11 140C000891B, Dept. 2, and removed on June 17, 2014, to the United States District Court for the 12 District of Nevada, Case No. 3:14-cv-00320-MMD-CSD. 13 Ь. "Claims Administrator" means Phoenix Class Action Administration 14 Solutions, or such other claims administrator as may be mutually agreeable to the Parties. 15 "Class Counsel" means Thierman Buck, LLP of Reno, Nevada, and Gabroy c. 16 Messer of Henderson, Nevada. 17 d. "Class Counsel Payment" shall have the meaning ascribed to it in Paragraph 18 13 below. "Class Members" means those individuals that are within the Settlement 19 e. Class, each of whom is a "Class Member." 20 f. "Class Period" means May 12, 2011, through the date of preliminary 21 approval of this Settlement. 22 "Class Representatives" mean Plaintiffs DONALD WALDEN JR., g. 23 NATHAN ECHEVERRIA, AARON DICUS, BRENT EVERIST, TRAVIS ZUFELT, TIMOTHY 24 RIDENOUR, and DANIEL TRACY. 25 h. "Complaint" means the operative First Amended Class Action Complaint on 26 file in the Action that was filed on April 19, 2017. 27 i. "Court" means the United States District Court for the District of Nevada. 28 Page 2 of 22 276313346v.1

1 j. "Effective Date" shall have the meaning ascribed to it in Paragraph 11(b) below. 2 "Final Order and Judgment" means the Final Order Approving Class Action k. 3 Settlement and Judgment, as more fully described in Paragraph 26 below, in substantially the form 4 attached hereto as Exhibit C, and as approved by the Court. 5 "Maximum Settlement Amount" shall be as defined in Paragraph 11(c) 1. 6 below. 7 "Net Settlement Amount" shall be as defined in Paragraph 11(d) below. m. 8 "Notice" means the Notice of Collective and Class Action Settlement in n. 9 substantially the form attached hereto as Exhibit A, and as approved by the Court. 10 "Objection Deadline" means the date that is thirty (30) calendar days Ο. 11 following the initial mailing of the Notice by the Claims Administrator to Class Members. 12 "Opt-In Plaintiffs" means all persons who filed consents to join in the FLSA p. 13 portion of this Action as of May 23, 2022, a list of whom is attached hereto as Exhibit D. 14 "Participating Class Members" means all Class Members who do not file a q. 15 request to be excluded from the Settlement. 16 "Parties" means collectively the Plaintiffs and Defendant, each of whom is a r. 17 "Party." 18 "Preliminary Approval Order" means the preliminary order approving the s. 19 Settlement, as more fully described in Paragraph 22 below, and in substantially the form attached hereto as Exhibit B, and approved by the Court. 20 t. "Released Claims" means the claims to be released by the Settlement Class 21 as fully set forth in Paragraph 20 of this Agreement. 22 "Released Parties" means Defendant THE STATE OF NEVADA, EX REL. u. 23 NEVADA DEPARTMENT OF CORRECTIONS, its present and former officers, political 24 subdivisions, employees, agents, attorneys, experts, affiliates, successors and/or assigns, insurers or 25 reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, 26 representatives, insurers and reinsurers of such plans), and any individual or entity that could be 27 jointly liable with any of them 28 Page 3 of 22 276313346v.1

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

- w. "Settlement" or "Agreement" means this Collective and Class Action
 Settlement and Release between Plaintiffs and Defendant.
- x. "Settlement Awards" means Settlement amounts to be paid to eligible Class
 Members according to a specified formula as further described herein.
- y. "Settlement Class" means "All current and former non-exempt hourly paid
 employees, including sergeants and lieutenants, who have been employed by Defendant as
 correctional officers at any time during the Class Period."
- 2. Plaintiffs initiated this Action on May 12, 2014. (ECF No. 1.) Plaintiff filed the
 operative First Amended Complaint on April 19, 2017, asserting that Defendants failed to (1) pay
 wages for all hours worked in violation of the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201,
 et seq.; (2) pay overtime in violation of 29 U.S.C. § 207; (3) pay minimum wages in violation of the
 Nevada Constitution; (4) pay overtime in violation of NRS 284.180; and (5) comply with the terms
 of its contract with Plaintiffs to pay an agreed upon hourly wage for all hours worked. (ECF No.
 95.) Defendant filed its operative Answer on April 19, 2018. (ECF No. 175.)
- The Parties have heavily litigated this Action for more than eight (8) years with
 intense discovery, two separate appellate proceedings (including a writ petition to the United States
 Supreme Court), and numerous dispositive motions. The Parties had previously engaged in two (2)
 failed prior private mediation sessions and were only able to finally resolve this Action after an all day mandatory settlement conference with the Honorable Magistrate Judge Craig S. Denney.
- 23

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

5. This Action has already been conditionally certified pursuant to the FLSA on behalf of the following collective group: "[A]ll current and former non-exempt hourly paid employees, including sergeants and lieutenants, who were employed by NDOC as correctional officers at any 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,

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Page 4 of 22

276313346v.1

4.

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

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Nothing related to this Agreement, or any communications, papers or orders related б. to the Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by 11 Defendant or Released Parties of any liability, culpability, negligence, or wrongdoing toward 12 Plaintiffs, the Class Members, or any other person, or that class or collective action certification is 13 appropriate in this matter. Furthermore, nothing in this Agreement shall be cited to as, construed to 14 be admissible as, or considered any form of waiver of any exhaustion of administrative remedies 15 requirement and/or argument under Nevada law, including any argument that NRS chapter 284 16 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 discharge all Released Claims. To achieve a full and complete release of all Released Claims in 18 favor of Defendant, each Class Member acknowledges that this Settlement is intended to include in 19 20 its effect all claims reasonably arising out of the allegations made in the Action and all Released Claims against Defendant as of the date of the Court's Final Order and Judgment. 21

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

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

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Page 5 of 22

276313346v.I

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

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TERMS OF SETTLEMENT

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

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

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

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Page 6 of 22

276313346v.1

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

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

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

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

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Page 7 of 22

276313346v.1

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

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

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

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

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

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Page 8 of 22

276313346v.1

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

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

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

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Page 9 of 22

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

i. Establishment of Settlement Account: The Claims Administrator shall 10 establish a settlement account for the purpose of safeguarding the Maximum Settlement Amount 11 and paying all payment amounts identified by this Settlement and approved by the Court 12 ("Settlement Account"). The Maximum Settlement Amount will be paid in two installments, the 13 first being a good faith deposit following preliminary Court approval and the second being the 14 remaining settlement funds following final Court approval. For the first payment, the good faith 15 deposit, Defendant shall deposit a total of Twenty-Five Million Dollars (\$25,000,000.00) in the 16 Settlement Account, by wire or check. Defendant shall deposit its portion of the \$25,000,000.00 no 17 later than twenty thirty-one (2130) days from the later of (i) the date that preliminary approval is entered, or (ii) the date that the Maximum Settlement Amount is approved by the BOE and IFC. 18 19 Defendant's insurer, AIG, shall deposit its portion of the \$25,000,000.00 no later than forty-five (45) days from the date that preliminary approval is entered. For the second payment, the 20 remaining settlement funds deposit, Defendant shall deposit a total of Thirty Million Dollars 21 (\$30,000,000.00) in the Settlement Account, by wire or check, no later than ninety (90) days from 22 the Effective Date of the Settlement, as set forth in Paragraph 11(b). 23

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

CLAIMS ADMINISTRATION

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Page 10 of 22

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

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ATTORNEYS' FEES AND COSTS

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

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

NOTICE TO THE SETTLEMENT CLASS

Page 11 of 22

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

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

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

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

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Class Counsel shall provide to the Court, at least seven (7) calendar days d. 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. 28

Page 12 of 22

SETTLEMENT AWARD PROCESS

Settlement Awards to Class Members shall be distributed by the Claims 16. 2 Administrator within ten (10) calendar days of receipt of all settlement amounts in the Settlement 3 Account pursuant to Paragraph 11(i). Settlement Award checks shall remain valid and negotiable 4 for one hundred and eighty (180) calendar days from the date of their issuance and will 5 automatically be cancelled by the Claims Administrator if not cashed by the Class Member within 6 that time, at which point the Class Member's claim will be deemed void and of no further force or 7 effect, and the Class Member's claims will remain released by the Settlement. The Settlement 8 Award checks provided to Class Members shall prominently state the expiration date or a statement 9 that the checks will expire in one hundred and eighty (180) days, or alternatively, such a statement 10 may be made in a letter accompanying the checks. Expired Settlement Award checks will not be 11 reissued, except for good cause and as mutually agreed upon by the Parties in writing. Upon 12 completion of its calculation of payments, the Claims Administrator shall provide Class Counsel 13 and Defendant's Counsel with a report listing the amount of all payments to be made to each Class 14 Member. Proof of payment will be provided to Class Counsel and Defendant's Counsel within one 15 hundred and eighty (180) calendar days of Settlement Award checks being issued.

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EXCLUSION PROCESS

17 A Class Member may request to be excluded from the effect of this Agreement, and 17. 18 any payment of amounts under this Agreement, by submitting a Request for Exclusion to the 19 Claims Administrator stating that the Class Member wants to be excluded from this Action. Class Members will have thirty (30) calendar days from the initial mailing date of the Notice within 20 which to postmark their Requests for Exclusion to the Claims Administrator. The Claims 21 Administrator will not send any reminder notices to Class Members about the exclusion process. No 22 Request for Exclusion will be honored if postmarked after the thirty (30) calendar-day period. Class 23 Members are responsible for maintaining a photocopy of the Request for Exclusion and record of 24 proof of mailing. Unless a timely and valid Request for Exclusion is filed consistent with the terms 25 of this Settlement, the Class Member shall be bound by this Settlement and the Settlement Class 26 releases stated herein. The Parties agree to meet and confer if the intent of a particular Request for 27

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Page 13 of 22

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

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

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OBJECTION PROCESS

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

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RELEASE OF CLAIMS

20. Upon final approval by the Court of this Settlement, and except as to such rights or 26 claims as may be created by this Settlement, each Class Member who has not submitted a timely 27 and valid Request for Exclusion and without the need to manually sign a release document, in 28 Page 14 of 22

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

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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.

On or before November 11, 2022, Plaintiff's Counsel shall file a Motion for

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Page 15 of 22

Preliminary Approval of Collective and Class Action Settlement, submit this Settlement, and

request a determination by the Court as to the Settlement's fairness, adequacy, and reasonableness.

In so doing, Class Counsel shall apply to the Court for the entry of the Preliminary Approval Order

substantially in the following form and as attached hereto as Exhibit B:

276313346v.1

22.

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

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

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

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

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

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

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

21

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

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

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

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Page 16 of 22

Approving the Class Counsel Payment, not to exceed the maximum amount 1 b. 2 set forth herein: Approving the Service Award to the Class Representative, not to exceed the c. 3 maximum amount set forth herein; 4 Approving the Claims Administration fees and costs; and d. 5 Entering a final order of the Action, and permanently barring and enjoining e. 6 all members of the Settlement Class from prosecuting against the Released Parties any individual or 7 class or collective claims released herein, upon satisfaction of all payments and obligations 8 hereunder. 9 PARTIES' AUTHORITY 10 26. The signatories hereto hereby represent that they are fully authorized to enter into 11 this Settlement and bind the Parties hereto to the terms and conditions thereof. 12 MUTUAL FULL COOPERATION 13 27. The Parties agree to fully cooperate with each other to accomplish the terms of this 14 Settlement, including but not limited to, execution of such documents and taking such other action 15 as reasonably may be necessary to implement the terms of this Settlement. The Parties to this 16 Settlement shall use their reasonable best efforts, including all efforts contemplated by this 17 Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of 18 19 this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Settlement. 20 21 **NO PRIOR ASSIGNMENTS** 28. The Parties and their respective counsel represent, covenant and warrant that they 22 have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or 23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action 24 or right herein released and discharged. 25 NO ADMISSION 26 29. Nothing contained herein, nor the consummation of this Settlement, is to be 27 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of 28 Page 17 of 22 276313346v.1

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.					
17	josh@thiermanbuck.com Leah L. Jones, Esq.					
18	leah@thiermanbuck.com Joshua R. Hendrickson, Esg.					
19	joshh@thiermanbuck.com THIERMAN BUCK LLP					
20	7287 Lakeside Drive					
21	Reno, Nevada 89511					
22	To Defendant:					
23	Sheri M. Thome, Esq. 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					
27	CONSTRUCTION					
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	Page 18 of 22					
	276313346v.1					
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1 2 3 4 5 6	lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement. <u>CAPTIONS AND INTERPRETATIONS</u>	e
7	and for reference, and in no way define, limit, extend or describe the scope of this Settlement or any	y
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	1
11	signed by the Parties hereto and approved by the Court. This Settlement may not be discharged	1
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	- 1
14	settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,	- 1
	understandings, representations and statements, whether oral or written and whether by a Party or	
16	such Party's legal counsel, are merged herein. No rights hereunder may be waived except in	
17	writing.	
18	BINDING ON ASSIGNS	
19	36. This Settlement shall be binding upon and inure to the benefit of the Parties and their	
20	respective heirs, trustees, executors, administrators, successors, and assigns; provided, however,	
21	that a Party's rights and obligations hereunder may not be assigned or delegated without the express	
22	prior written consent of the other Parties.	
23	CLASS MEMBER SIGNATORIES	
24	37. It is agreed that because the Class Members are so numerous, it is impossible or	
25	impractical to have each Class Member execute this Settlement. The Notice will advise all Class	
26	Members of the binding nature of the release, and the release shall have the same force and effect as	
27	if this Settlement were executed by each Class Member.	
28	COUNTERPARTS	
	Page 19 of 22 276313346v.1	

This Settlement may be executed in counterparts and by facsimile and digital 1 38. signatures, and when each party has signed and delivered at least one such counterpart, each 2 counterpart, including email and PDF versions, shall be deemed an original and, when taken 3 together with other signed counterparts, shall constitute one Settlement binding upon and effective 4 as to all Parties. 5

NO ADVERSE OR RETALIATORY ACTION

6	NO ADVERSE OR RETALIATORY ACTION
7	39. Defendant will not take any adverse or retaliatory action against the Class
8	Representative.
9	IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
10	Settlement as of the date(s) set forth below:
11	Plaintiff and Class Representative
12	
13	DATED: 10/14/2022 PLAINTIFF DONALD WALDEN JR.
14	
15	By: Wald Donald Walden, Jr.
16	DATED: PLAINTIFF NATHAN ECHEVERRIA
17	
18	BV: 92-L-
19	Nathan Echeverria
20	DATED: PLAINTIFF AARON DICUS
21	DocuSigned by:
22	By: Aaron Dicus
23	10/15/2022
24	DATED: PLAINTIFF BRENT EVERIST
25	By: Brut Eurist
26	Brent Everist
27	DATED: PLAINTIFF TRAVIS ZUFELT
28	
20	Page 20 of 22
	276313346v.1

ocuSign Envel	 ppe ID: 9DD08C0B-BD03-4F4D-96FA-77A0F6594CFD 	
1		By:
2	DATED:	PLAINTIFF TIMOTHY RIDENOUR
3		DocuSigned by:
4		By:
6	DATED:	PLAINTIFF DANIEL TRACY
7		DocuSigned by:
8		By: Daniel Tracy Daniel Tracy
9	Class Counsel	
10	DATED:	
11	DATED:	THIERMAN BUCK, LLP
12		By: Josh Buck
13		Mark R. Thierman Joshua D. Buck
14		Leah L. Jones Joshua R. Hendrickson
15	DATED:	GABROY MESSER
16		DocuSigned by:
17		By:
18 19		Kaine Messer
20	Defendant	
20	DATED: 10.17.2022	THE STATE OF NEVADA, EX REL. NEVADA DEPARTMENT OF CORRECTIONS
22		1 cal
23		By:
24		Print: W. A. "Bill" Gittere
25		Title: Acting Director
26		
27		
28		Page 21 of 22
	276313346v.1	Page 21 of 22

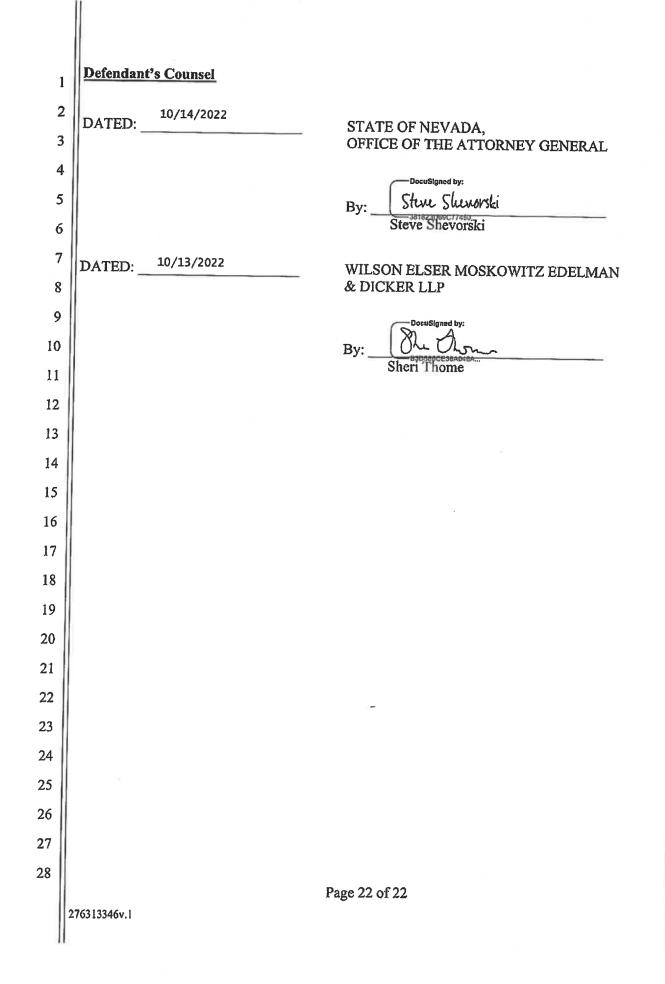


EXHIBIT A

Class Notice

EXHIBIT A

1		UNITED STATES	DISTRICT COURT				
2		DISTRICT (DF NEVADA				
3	DONALD WALDEN,	JR., et al., etc.,	Case No.: 3:14-cv-00320-MMD-CSD				
4	Plaint	iffs,					
5	v.						
6		ADA, EX REL. NEVADA					
7	DEPARTMENT OF C	ORRECTIONS, and DOES					
8	1-50,						
9	Defen	dants.					
10							
11	NOTICE OF PE	NDENCY OF COLLECTIV	E AND CLASS ACTION SETTLEMENT				
12		AND FINAL HE					
13	YOUR LEGAL RIC	GHTS MAY BE AFFECTE PLEASE READ THIS N	D WHETHER YOU ACT OR DO NOT ACT. OTICE CAREFULLY.				
14	SUMMARY C	OF YOUR LEGAL RIGHTS A	AND OPTIONS IN THIS SETTLEMENT:				
15	Do Nothing and						
16	Remain Eligible to	to do anything.	eash payment from the Settlement, you do not have				
17	Receive a Payment	Your potential Settlement S	hare is based upon the number of workweeks that				
18		you worked for as a correct	tional officer with Defendant the State of Nevada, of Corrections, from May 12, 2011 to insert date				
19		of preliminary approval].					
20		Your estimated Sett	ement Share is [<mark>insert Settlement Share</mark>].				
21		In exchange for participatin	g in the Settlement, you will release your claims				
22	Exclude Yourself	against the Defendant, as de					
23	claims, you must send a written request for exclusion to the Settlement						
24	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						
25		all your legal claims.					
26		If you have previously filed exclude yourself from this ac	a consent to join in this action and decide to tion, you will be required to retain your own legal				
27		counsel or proceed on your o	own behalf.				
28	Object	Object You may write to the Court about why you do not like the Settlement.					
	Page 1 of 6						

WHY DID I GET THIS NOTICE?

I.

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A proposed collective and class action settlement (the "Settlement") of this lawsuit pending in the United 2 States District Court, District of Nevada (the "Court"), has been reached between Plaintiffs Donald Walden Jr., Nathan Echeverria, Aaron Dicus, Brent Everist, Travis Zufelt, Timothy Ridenour, and Daniel Tracy 3 ("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]. 4 5 You have received this Class Notice because you have been identified as a member of the Class, which is defined as: 6 All current and former non-exempt hourly paid employees, including 7 sergeants and lieutenants, who have been employed by Defendant as correctional officers at any time from May 12, 2011 to [insert date of 8 preliminary approval] ("Class Period"). 9 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. 10 11 WHAT IS THIS COLLECTIVE AND CLASS ACTION LAWSUIT ABOUT? H. 12 On May 12, 2014, a collective and class action lawsuit was filed by Plaintiffs, on behalf of themselves and all other similarly situated employees, for the recovery of unpaid wages under federal and state law (the 13 "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 14 Action asserted five (5) separate causes of action: (1) Failure to pay wages for all hours worked in violation 15 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; 16 (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. 17 The Court granted conditional certification in this Action under the FLSA and seven hundred and forty-18 eight (748) of you previously filed consents to join with the Court on or before May 23, 2022. The Court granted Plaintiffs' motion for summary judgment on the compensability of the pre and post shift work 19 activities at issue in this case under the FLSA but did not rule how much, if any, damages could be recovered. Plaintiffs sought to re-assert the previously alleged state law claims that had previously been 20 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 III. WHAT DOES THE SETTLEMENT PROVIDE? 23 A. Maximum Settlement Amount. The total amount of the Settlement is \$55,000,000.00 24 ("Maximum Settlement Amount"). The Maximum Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, the Class Representative Service Payments 25 to the Plaintiffs, Class Counsels' attorneys' fees and costs, the expenses of the Settlement 26 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 Participating Class Members after deducting the court approved payments of the Service Awards 28 to the Class Representatives, Class Counsels' attorneys' fees and costs, the expenses of the Page 2 of 6

Settlement Administrator, and the employer's share of employment taxes ("Net Settlement 1 Amount"). The Net Settlement Amount shall be distributed to class members who do not request exclusion ("Participating Class Members"). 2 C. Settlement Share Calculations. The Settlement Share for each Participating Class Member will 3 be calculated on a pro rata basis depending on the total number of workweeks worked by each Participating Class Member in comparison with the hours worked by all Participating Class 4 Members. The Settlement Share ratio for each Participating Class Member will then be adjusted 5 depending on whether the Participating Class Member had previously filed a consent to join in this action on or before May 23, 2022, as follows: 6 i. Opt-In Class Members: Settlement Awards for Class Members who had opted-in to this 7 Action as of May 23, 2022. These Class Members will receive two (2) times as much on a per-class member basis than Non Opt-In Class Members. 8 9 ii. Non Opt-In Class Members: Settlement Awards for Class Members who had not optedin to this Action as of May 23, 2022. These Class Members will receive half (1/2) as 10 much on a per-class member basis than Opt-In Class Members. 11 C. Class Representative Service Payment. A Service Award to the Class Representatives of up to \$20,000 to each Named-Plaintiff, or such lesser amount as may be approved by the Court, to 12 compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook, subject to Court approval. 13 D. Attorneys' Fees and Costs. Payment to Class Counsel of no more than \$18,333,333.33 (1/3 of 14 the Maximum Settlement Amount) for all past and future legal fees, and up to \$200,000 for all 15 litigation expenses incurred, both subject to Court approval. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being 16 paid any money to date) and has been paying all litigation costs and expenses out of pocket. Class Counsel's attorney-client agreement with Plaintiffs provides for Class Counsel to recover up to 17 35% of any potential recovery. 18 E. Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$50,000, for expenses, including expenses of establishing a settlement account, 19 preparing and sending out this Class Notice, processing opt-outs, and distributing settlement 20 payments. 21 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 22 concerning the tax consequences of the payments received under the Settlement. 23 G. Court Approval Required. This Settlement is conditioned upon the Court entering an order 24 granting final approval of the Settlement and entering judgment. 25 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 26 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 27 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 28 p.m., Monday through Friday, excluding Court holidays. PLEASE DO NOT TELEPHONE Page 3 of 6

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

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

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

Upon final approval by the Court of this Settlement, and except as to such rights or 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 exchange for the consideration recited in this Agreement, on behalf of himself/herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Defendant and Released Parties from any and all state, federal and local claims arising from his/her employment including statutory claims, whether known or unknown, in law or in equity, including but not limited to claims under any legal theory for failure to pay minimum wage, failure to pay overtime compensation, failure to properly calculate overtime compensation, failure to pay for all hours worked, failure to provide meals and rest periods, failure to timely pay wages or compensation or final wages or compensation, failure to reimburse for business expenses, making illegal deductions from wages or compensation, failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest and/or penalties of any kind whatsoever, whether known or 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.

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V. HOW MUCH WILL MY PAYMENT BE?

Your Settlement Share will be based on the number of workweeks that you worked as a non-exempt hourly 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 [did/did not] file a consent to join in the federal portion of this action on or before May 23, 2022.

Your estimated Settlement Share is [insert Settlement Share]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than <a href="https://date.ao

Page 4 of 6

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

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To be eligible to receive money from the Settlement, you do not have to do anything. A check for 2 your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement 3 Administrator is: [insert Settlement Administrator information] 4 WHAT IF I DON'T WANT TO BE A PART OF THE SETTLEMENT? VII. 5 If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt 6 out." If you opt out, you will not be eligible to receive any money from the Settlement, but you will not be bound by its terms. If you previously filed a consent to join in the federal portion of this 7 Action but wish to opt-out, you will be required to retain your own legal counsel or proceed on your own behalf. 8 To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and 9 dated request for exclusion postmarked no later than <30 days after mailing of class notice>. The address 10 for the Settlement Administrator is Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of Corrections, c/o [insert Settlement Administrator name and information]. The request for exclusion must 11 state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case Walden, et. al. v. State of Nevada, Ex. Rel. Nevada Department of Corrections, Case No.: 3:14-12 cv-00320-MMD-CSD." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be 13 signed by you. No other person may opt out for a member of the Class. 14 VIII. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT? 15 Any Class Member, who has not opted out and believes that the Settlement should not be finally approved 16 by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the 17 Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is Walden, et. al. v. State of 18 Nevada, Ex. Rel. Nevada Department of Corrections, Case No.: 3:14-cv-00320-MMD-CSD. 19 To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound 20 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 21 Settlement, whether by appeal or otherwise. 22 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 23 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 24 of Corrections, Case No.: 3:14-cv-00320-MMD-CSD), (b) be submitted to the Court either by mailing 25 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 26 postmarked on or before <30 days following mailing of the Class Notice>. 27 28 Page 5 of 6

1	The addresses for the Parties' Counsel are as follows:					
2	Class Counsel: Counsel for Defendant: Mark R. Thierman Sheri M. Thoma. Esc.					
3	mark@thiermanbuck.com Sheri.Thome@wilsonelser.com					
4	Joshua D. Buck WILSON ELSER MOSKOWITZ josh@thiermanbuck.com EDELMAN & DICKER LLP					
5	Leah L. Jones 6689 Las Vegas Blvd. South, leah@thiermanbuck.com Suite 200					
6	Joshua R. Hendrickson joshh@thiermanbuck.com					
7	THIERMAN BUCK LLP					
8	7287 Lakeside Drive Reno, Nevada 89511					
9	Christian Gabroy					
10	christian@gabroy.com Kaine Messer					
11	kmesser@gabroy.com GABROY MESSER					
12	170 S. Green Valley Pkwy., Suite 280					
13	Henderson, Nevada 89012					
14	IX. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?					
15	The Court will hold a Final Approval Hearing at <time> a m on <date> in Courtroom <t> before Chi</t></date></time>					
16	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</date></time>					
17	adequate. The purpose of this hearing is for the Court will consider whether the Settlement is fair, reasonable, an Settlement. If there are objections, the Court will consider them. The Court will listen to people who have					
18	made a timely written request to speak at the hearing. This hearing may be rescheduled by the					
19	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,					
20	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. Rel. Nevada Department of Corrections, Settlement Administrator, c/o [insert Settlement Administrator]</phone>					
23	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						
	Page 6 of 6					
11						

EXHIBIT B

Order Granting Preliminary Approval of Class Action Settlement

EXHIBIT B

1	mark@thiermanbuck.com	Sheri M. Thome, Esq.
2	Joshua D. Buck, Nev. Bar No. 12187	Nevada Bar No. 008657 WILSON ELSER MOSKOWITZ
3		EDELMAN & DICKER LLP
5	Leah L. Jones, Nev. Bar No. 13161	6689 Las Vegas Blvd. South, Suite 200
4		Las Vegas, NV 89119
	Joshua R. Hendrickson, Nev. Bar No. 12225	Telephone: (702) 727-1400
5	joshh@thiermanbuck.com	Facsimile: (702) 727-1401
6	THIERMAN BUCK LLP	Sheri.Thome@wilsonelser.com
-	7287 Lakeside Drive	
7	Reno, Nevada 89511	AARON FORD
8	Tel. (775) 284-1500	Attorney General
0	Fax. (775) 703-5027	Steve Shevorski
9	GABROY LAW OFFICES	Chief Litigation Counsel
	Christian Gabroy (#8805)	Nevada Bar No. 008256 Kiel B. Ireland
10	Kaine Messer (#14240)	Deputy Attorney General
11	The District at Green Valley Ranch	Nevada Bar No. 15368C
**	170 South Green Valley Parkway, Suite 280	State of Nevada
12	Henderson, Nevada 89012	Office of the Attorney General
10	Tel (702) 259-7777	555 E. Washington Ave., Ste. 3900
13	Fax (702) 259-7704 christian@gabroy.com	Las Vegas, NV 89101
14	kmesser@gabrov.com	Telephone: (702) 486-3420
		Facsimile: (702) 486-3773
15		sshevorski@ag.nv.gov
16		kireland@ag.nv.gov
17		Attorneys for Defendant The State of Nevada,
		ex rel. its Department of Corrections
18		
19	UNITED STATES	DISTRICT COURT
20		OF NEVADA
21	DONALD WALDEN, JR., et al., etc.,	Case No.: 3:14-cv-00320-MMD-WGC
22	Plaintiffs,	OBDED OD ANTING DDDT TAKEN A
23	ν.	ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
24	THE STATE OF NEVADA, EX REL. NEVADA	SETTLEMENT
25	DEPARTMENT OF CORRÉCTIONS, and DOES 1-50,	
1	Defendants.	
26	Detendants.	
27		
28		
	Page	l of 5

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD: 1

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

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

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

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

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

The Court directs the mailing of Class Notice of Settlement by first class mail to the 5. 21 Class Members in accordance with the Implementation Schedule set forth below. This Court finds 22 the dates selected for the mailing and distribution of the Class Notice of Settlement, as set forth in 23 the Implementation Schedule, meet the requirements of due process and provide the best notice 24 practicable under the circumstances and shall constitute due and sufficient notice to all persons 25 entitled thereto. 26

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

Page 2 of 5

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 Plaint	iffs DONALD WALDEN JR., NATHAN ECH	EVERRIA,					
4	AARO	N DI		ZUFELT, TIMOTHY RIDENOUR, and DANIE						
5	11		presentatives.							
6		8.	This Court re-affirms Mark	Thierman, Esq., Joshua Buck, Esq., Leah Jo	nes, Esq.,					
7	and Jos	shua		an Buck, LLP of Reno, Nevada and Christia						
8				ser of Henderson, Nevada as Class Counsel.						
9		9.	This Court confirms [<mark>ins</mark>	ert Settlement Administrator] as the S	Settlement					
10	Admini	istra								
11		10.	This Court orders the following	ng Implementation Schedule for further procee	edings:					
			1							
12		a.	Deadline for Defendant to Submit Class Member	, 2022 [7 calendar days after Order granting						
13			Information to Claims	Preliminary Approval]						
14			Administrator							
15	1	b.	Deadline for Claims Administrator to Mail the	, 2022						
16			Notice to Class Members	[14 calendar days after Order granting Preliminary Approval]						
17		с.	Deadline for Defendant to	, 202						
18			Make Good Faith Deposit To	[21 calendar days after Order granting						
19			Settlement Account maintained by Claims	Preliminary Approval or 30 calendar days from date of approval by the BOE and						
20			Administrator	IFC, whichever is later]						
21	d	i.	Deadline for Defendant's	, 2023						
22			Insurer to Make Good Faith Deposit To Settlement	[45 calendar days after Order granting Preliminary Approval]						
23			Account maintained by Claims Administrator							
24										
	e		Deadline for Class Counsel to File Motion for Final	, 2022 [21 calendar days after Order granting						
25			Approval of Fees, Costs, and	Preliminary Approval]						
26	f.	Service Awards f. Deadline for Class Members								
27			to Postmark Requests for	[30 calendar days after initial mailing of						
28			Exclusions	the Notice to Class Members]						
			P	age 3 of 5	Page 3 of 5					

Page 3 of 5

1 2		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]
3		h.	Deadline for Class Counsel to	,2023
4			file Motion for Final	[7 calendar days prior to Final Approval
5			Approval of Settlement, Attorneys' Fees, Costs, and	[Hearing]
6		i.	Enhancement Award Deadline for Class Counsel to	2000
7			File Declaration from Claims	, 2023 [7 calendar days prior to Final Approval
			Administrator of Due Diligence and Proof of	Hearing]
8			Mailing	
9	1	j.	Final Fairness Hearing and	, 2023
10	1		Final Approval	
1		k.	Deadline for Defendant to	, 2023
2			Deposit Remaining Settlement Fund To	[90 days after Effective Date]
3	1		Settlement Account	
4			maintained by Claims Administrator	
5		1.	Deadline for Claims	
6		1.	Administrator to wire transfer	, 2023 [10 days after receipt of Settlement
7			the Attorneys' Fees and Costs to Class Counsel (if	Funds]
			Settlement is Effective)	
8		m.	Deadline for Claims	2022
,			Administrator to mail the	, 2023 [10 days after receipt of Settlement
)			Settlement Awards to Class Members and the	Funds]
			Enhancement Awards to Class	
			Representatives (if Settlement is Effective)	
		n.	Claims Administrator to File	0000
		11.	Proof of Payment of	, 2023 [180 days after Settlement Awards being
			Settlement Awards, Enhancement Award,	issued]
			Attorneys' Fees and Costs (if	
11			Settlement is Effective)	
		0.	Uncashed Checks to be	, 2023
			Voided and Monies Remitted	[180 days after Settlement Awards being

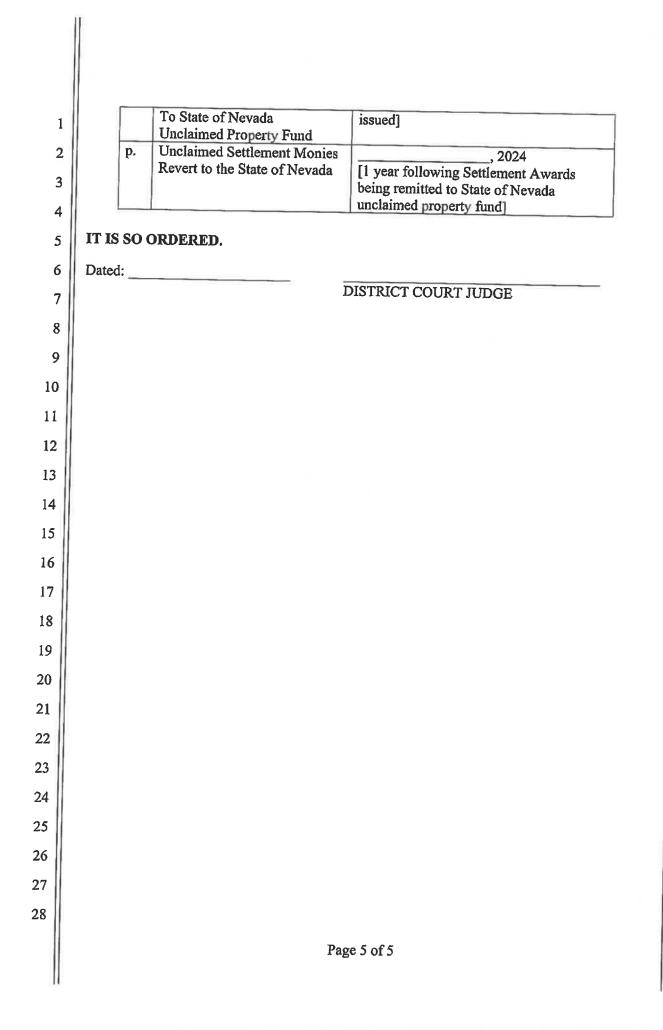


EXHIBIT C

[Proposed] Order Granting Final Approval of Class Action Settlement

EXHIBIT C

1	Mark R. Thierman, Nev. Bar No. 8285	Sheri M. Thome, Esq.
	mark@thiermanbuck.com	Nevada Bar No. 008657
2	Joshua D. Buck, Nev. Bar No. 1218/	WILSON ELSER MOSKOWITZ
3	josh@thiermabuck.com	EDELMAN & DICKER LLP
	Leah L. Jones, Nev. Bar No. 13161	6689 Las Vegas Blvd. South, Suite 200
4		Las Vegas, NV 89119
5	Joshua R. Hendrickson, Nev. Bar No. 12225	Telephone: (702) 727-1400
5	joshh@thiermanbuck.com THIERMAN BUCK LLP	Facsimile: (702) 727-1401
6	7287 Lakeside Drive	Sheri.Thome@wilsonelser.com
7	Reno, Nevada 89511	AARON FORD
	Tel. (775) 284-1500	Attorney General
8	Fax. (775) 703-5027	Steve Shevorski
0		Chief Litigation Counsel
9	GABROY LAW OFFICES	Nevada Bar No. 008256
10	Christian Gabroy (#8805)	Kiel B. Ireland
	Kaine Messer (#14240) The District at Green Valley Ranch	Deputy Attorney General
11	170 South Canon Valley Dail of the Oco	Nevada Bar No. 15368C
12	Tondansen Mars 1- 00010	State of Nevada
	101 (102) 239-1111	Office of the Attorney General 555 E. Washington Ave., Ste. 3900
13	[[rax (702) 239-7704	Las Vegas, NV 89101
14	[] Christian@gabioy.com	Telephone: (702) 486-3420
7.44	kmesser@gabroy.com	Facsimile: (702) 486-3773
15	Attorneys for Plaintiffs	sshevorski@ag.nv.gov
16		kireland@ag.nv.gov
10		
17		Attorneys for Defendant The State of Nevada, ex rel. its Department of Corrections
18		ex rel. its Department of Corrections
10		
19	UNITED STATES	DISTRICT COURT
20	DISTRICT	OF NEVADA
	DONALD WALDEN, JR., et al., etc.,	Const Mar 2.14 - 00200 MOVE WAR
21	bonnubb wheben, J.C., et al., etc.,	Case No.: 3:14-cv-00320-MMD-WGC
22	Plaintiffs,	
	ν.	[PROPOSED] ORDER GRANTING FINAL
23	¥.	APPROVAL OF CLASS ACTION SETTLEMENT
24	THE STATE OF NEVADA, EX REL. NEVADA	
	DEPARTMENT OF CORRECTIONS, and DOES 1-50,	
25	DOES 1-50,	
26	Defendants.	
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	Page	1 of 5
	1.60	
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1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

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

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

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

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

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

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

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

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Page 2 of 5

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

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

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

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

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As of the date of the Court's Final Order and Judgment, each and every Class 6. 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

Page 3 of 5

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

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

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

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

Page 4 of 5

	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.

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

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

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

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

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

IT IS SO ORDERED.

Dated:

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DISTRICT COURT JUDGE

Page 5 of 5

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
	DEPARTMENT OF PURCHASING DIVI	ADMINISTRATION · SION	_	GLOBAL EXPERIENCE SPECIALISTS, INC.	\$1,069,834
1.		This is an extensio	· · · · · · · · · · · · · · · · · · ·	g lease.	
		Term of Lease:	01/01/2023 - 12/31/2024	Located in Las Vegas	
	-	HEALTH AND HUM ION OF HEALTH CA LICY		VALLEY VIEW 4, LLC	\$1,693,867
2.		This is an extensio		g lease.	
		Term of Lease:	12/01/2022 - 11/30/2027	Located in Las Vegas	
	BEHAVIORAL HEA	HEALTH AND - DIVISION OF PU LTH – RURAL CLIN HEALTH SERVICES	ICS	T.G. SHEPPARD 1995 FAMILY LIMITED PARTNERSHIP	\$279,430
3.		This is an extensio	n of an existing	g lease.	
		Term of Lease:	11/01/2022 - 10/31/2027	Located in Winnemucca	
	-	TOURISM AND CUI N OF MUSEUMS A	-	CITY OF BOULDER CITY, A MUNICIPAL CORPORATION	\$0
4.		This is an extensio		g 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 Or	ily	1
Reviewed by:	LA	10	11	22
Reviewed by:	1			
Reviewed by:				

	STATEWIDE SUBLEASE INFORMATION SECOND AMENDMENT											
1.	Age	noy:	State of Nev 515 E. Muss Carson City, Judy Gates	eparlment of Administration late of Nevada Purchasing Division 15 E. Musser Street, Suite 300 arson City, Nevada 89701 Idy Gates 775.684.0192 E: j.gates@admin.nv.gov								
	Rem	arks:	This 2nd Su prenegotiate				the sublease an	addilional	twelve (12) months v	vith two (2	2)
	Exc	eptions/Special notes:										
2.	Nam	e of Lessor:	Global Expe	lobal Experience Specialists, Inc.								
3.	Addi	ess of Lessor:	7150 S. Ten Las Vegas, I			9 100						
4.	Prop	erty contact:					2.416.2999 E: k E: Jmassimino					
5.	Addı	ess of Lease property:	7050 Lindell Las Vegas, I	Road, Bul	Iding			<u> </u>				
	а,	Square Footage:	Rentable		_							
	L.	0	Usable	101,310 # of	Local		time frame			D	Dees	I to the last
	b.	Cost:	cost per month	months in time frame	COSI	t per year	une rame			Improvem ent cost per square foot	Base Rent cost per square foot	Actual cost per square foot
			\$ 78,865.97		\$	473,195.82	January 1, 2023 -					\$0.78
	•	***	\$ 86,113.50	6 12		516,681.00 989,876.82	July 1, 2023 - Der	cember 31,	2023	l		\$0.85
	C,	Total Sublease Considera Two (2) Options to renew	luon.	12	φ	303,070.02						
			\$ 89,152.80	6		534,916.80	January 1, 2024 -					\$0.88
			\$ 89,152.80		\$	534,916.80	July 1, 2024 - Dec	ember 31,	2024			\$0.88
	d.	Total renewal Considerati			\$	1,069,833.60		1				
	e. f.	Option to renew: Holdover notice:	Yes # of Days re	No	20.4		Renewal terms: Holdover terms:	25%/90	prenegotia	ted 6 mont	n terms	
	г. g.	Term:	Six (6) mont		30 (Jays .		20 70/90			- 1	
	h.	Pass-thrus/CAM/Taxes	Land/ord	7 Tenant								
	I.	Utilities:	Landlord	🕗 Tenant								
	j.	Janitoriai:	Landlord	I Tenant		🔲 3 day		iral 3 day	Rural 5		Other (see sp	ecial notes)
	k.	Repairs:		Landlord		Tenant	Mine	or:	☑ Landlord	Ter	ant	
	I.	Comparable Area Market Ra		\$1,88	D		at a f from allow					
	m. n.	Specific termination clause Lease will be paid for by A				ach/Default la Iber:	1358]
6,	This	lease constitutes:					ease					
							es (requires estir	nated exp	enses)			
							ated expenses)					
							imated expenses)				
				Remodelin Other	iy ol	пу						
	a.	Estimated Expenses:	Moving: \$0.0	0	Fun	nishings: \$0.0	0	Data/Ph	ones: \$0.0	10		

RECEIVED

OCT 0 6 2022

COVERNOR'S FINANCE OFFICE BUDGET DIVISION

Page 1 of 2

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)	Oct 6, 2022
Authorized Agency Signature	Date

Authorized Agency Signature 3-7

For Public Works Information:

7. State of Nevada Business License Information:

-			
a.	Is the Lessor a Nevada based business?	V YES	NO NO
b.	Is the Lessor Exempt from obtaining a Business License?	YES	🗸 ИО
	*If Yes, explain		
C.	Does the Lessor have a current Nevada State Business License?	V YES	
	**If No, explain		
d.	The Lessor is registered with the Nevada Secretary of State's Office as a:	LLC INC	
e,	Ownership Type (Domestic, Foreign, Government, etc): Domestic		
f.	Nevada Business ID Number: NV19831009024	E	xp: 7/31/2023
g.	is the Lessor's Name the same as the Legal Entity Name?	VES	ON D
	**If No, explain		
h.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	J YES	
	Office?		
1.	State of Nevada Vendor number: T29038861		
li.	Is this an Arms Length Transaction (No Conflict of Interest)	V YES	I NO
ľ	**If No, explain		

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

	i.
b. I/we have considered other state leased or owned space available for use by this agency	
🖾 Yes 🗌 No	

David Dutra for David Dutra for (Oct 6, 2022 14:06 PDT)	Oct 6, 2022
Authorized Signature	Date
Public Works Division	
hm	

bm For Board of Examiners V YES 🗌 NO

	Please Note: Dates for commencement	and BOE targets	are initial esti	imates and may be			For Bu	dget Division L	Ise Only	
	subject to change in accordance with tim	eframes of returne	ed documenta	ation.		Reviewed by			Vinh	2
	This Summary is for informational purpos		ges in contac	t information will need		Reviewed by			1. 11.5	
	to be updated by agency, on agency's co	ру.				Reviewed by				
			ST	TATEWIDE LEAS	SE INFORMATI	ON				
1.	Agency:	Division of H	lealth Car /illiam Str	and Human Ser e Finance and P eet, Suite 108 89701						
		T: 775.684.3	3727 E: I	tuttle@dhcfp.nv.	gov					
	Remarks:	This is a ren	ewal of a	n existing lease.						
	Exceptions/Special notes:									
2.	Name of Lessor:	Valley View	4, LLC							
3.	Address of Lessor:	4343 Market Riverside, C		2501						
4.	Property contact:	4755 Dean I Las Vegas, I Laramie Bra	Vartin Driv Nevada 8 cken	-						
5.	Address of Lease property:	1210 South Las Vegas, I		ew, Suite 104 9102						
	a. Square Footage:	Rentable		13,126						
	b. Cost:	cost per month	# of months in time frame	cost per year	time frame			Improvem ent cost per square foot	Base Rent cost per square foot	Actual cost per square foot
		\$ 27,564.60	12	\$ 330,775.20	December 1, 202	2 to Novembe	er 30, 2023	\$0.00	\$0.00	\$2.10
	0%	\$ 27,564.60	12		December 1, 202		· · ·	\$0.00	\$0.00	
		\$ 28,391.53	12		December 1, 202			\$0.00	\$0.00	
		\$ 28,391.53	12		December 1, 202			\$0.00	\$0.00	\$2.16
		\$ 29,243.28	12	\$ 350,919.36	December 1, 202	6 to Novembe	er 30, 2027	\$0.00	\$0.00	\$2.23
	c. Total Lease Consideration	1:	60	\$1,693,866.48						
	d. Total Improvement Cost:		· ·					\$0.00		
	e. Option to renew:	V Yes	No	365 Renewal	terms:	One (1) ic	lentical term		·····	
	f. Holdover notice:	# of Days re		30 Holdover		5%/90				
	g. Term:	Five (5) year								
	h. Pass-thrus/CAM/Taxes	✓ Landlord	Tenan	it			- A			
	i. Utilities:	Landford	Tenan	ıt						
	j. Janitorial:	✓ Landlord	Tenan	it 🗌 3 day	🖌 5 day 🗌 R	ural 3 day	Rural 5 day		Other (see sp	ecial notes)
	k. Repairs:		Landlord	Tenant		Minor:	Landlord	Te	nant	
	I. Comparable Area Market Ra		\$2.13							
	m. Specific termination clause			Breach/Default l	ack of funding					
	n. Lease will be paid for by A				3158					
6.	This lease constitutes:			sion of an existin	•					
				on to current fac			penses)			
				ion (requires esti						
				cation (requires e	estimated expen	ses)				
			Remodel	ling only						
		1	Other							
	a. Estimated Expenses:	Moving: \$0.0	00	Furnishin	gs: \$0.00	Data/Pho	nes: \$0.00			

RECEIVED

OCT 1 1 2022

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	10/11/2022
Suzanne Bierman (Oct 11, 2022 08:46 PDT)	
Authorized Agency Signature	Date
79	

For Public Works Information:

7. State of Nevada Business License Information:

a.	Is the Lessor a Nevada based business?	VE5		No No	
b.	Is the Lessor Exempt from obtaining a Business License?	T YES		I NO	
	*If Yes, explain				
C.	Does the Lessor have a current Nevada State Business License?	VES		DNO	
	**If No, explain				
d.	The Lessor is registered with the Nevada Secretary of State's Office as a;		CORP	П.Р 🗔	
e.					
f.	Nevada Business ID Number: NV20141704703	E	xp: 11/30/2	022	
g.	Is the Lessor's Name the same as the Legal Entity Name?	V YES		NO NO	
	**If No, explain				
h.	Is the Legal Entity active and in good standing with the Nevada Secretary of	V YES		DNO DI	
	States Office?				
1.	State of Nevada Vendor number: T27029722				
J.	is this an Arms Length Transaction (No Conflict of Interest)	V YES		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	
	☑ YES	NO NO
b.	I/we have considered other state leased or owned space available for use by this agency	
	[√] YES	DN0

<u>10-/1.22</u> Date

🗌 NO

For Board of Examiners Yes

Authorized Signature/ Public Works Division 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:	HRE	9.30.22
Reviewed by:		
Reviewed by:		

			ST	TEWIDE LEA	SE INFORM	ATION				
1.		Division of P 4126 Techno Carson City, Irma Jansse	ublic and plogy Wa Nevada		ealth, Rural Cl		imental Hea	Ith Service	S	
	Remarks:	This is a ren being remea This lease is	ewal on a sured per between	n existing leas BOMA standa two agencies udget account	e. This renew ards. In the las under DPBH,	al includes ad st 10 years, th budget accou	is lease has int 3194 is p	only gone	up \$0.07.	tage after
	Exceptions/Special notes:									
2.	Name of Lessor:	T.G. Sheppa	ard 1995 I	amily Limited	Partnership					
3.		P.O. Box 69 Winnemucc	a, Nevada	89446						
4.		Mike Shepp: T: 775.304.1		nichaelsheppa	ird@gmail.co	n				
5.		475 West Ha Winnemucc								
	a. Square Footage:	✓ Rentable			3,045 foot	orint + 234 cor	nmon			
	b. Cost:	Usable cost per month	3,279 # of months in time	cost per year	time frame			Improvem ent cost per	Base Rent cost per	Approxima te cost per
			frame					square	square foot	square foot
		\$ 3,016.68	12			(, 2022 - Octob		\$0.00		
		\$ 4,918.61	12			1, 2023 - Octob		\$0.00		
		\$ 5,066.17	12			1, 2024 - Octob		\$0.00 \$0.00		
		\$ 5,066.17 \$ 5,218.15	12 12			1, 2025 - Octob 1, 2026 - Octob		\$0.00		
	c. Total Lease Consideration		60	\$ 279,429.3	6					
	d. Total Improvement Cost:							\$0.00		
		Yes □ № 365 Renewal terms: One (1) Identical term								
	f. Holdover notice:	# of Days required 30 Holdover terms: 5%/90								
		Five (5) Yea								
	h. Pass-thrus/CAM/Taxes	Landlord Landlord	Tenai							
	i. Utilities: i. Janitorial:		Tenar		5 day	Rural 3 day	Rural 5	day 🗌	Other (see sp	ecial notes)
	k. Repairs:		Landlord	Tenant		Minor:	✓ Landlord	Te	enant	
	I. Comparable Area Market Rat		\$1.73							
	m. Specific termination clause			Breach/Defau						
	n. Lease will be paid for by A				3648/3194					
6.	This lease constitutes:			sion of an exis	-		,			
				on to current f	• •		expenses)			
				tion (requires e cation (require						
			Remode		s catinated e	xpensesy				
			Other							
	a. Estimated Expenses:	Moving: \$0.0		Furnist	nings: \$0.00	Data/F	Phones: \$0.0	0		
							RE	CEN	/ED	
							\$3	P [7]	12	
							5			
									2011	

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

9/6/2022 Quinter Authorized Agency Signature Date 7

For Public Works Information:

7. State of Nevada Business License Information:

a.	is the Lessor a Nevada based business?	✓ YES	D NO
b.	Is the Lessor Exempt from obtaining a Business License?	YES	NO IV
	*If Yes, explain		F1 wa
c.	Does the Lessor have a current Nevada State Business License?	✓ YES	D NO
	**If No, explain		
d.	The Lessor is registered with the Nevada Secretary of State's Office as a:		CORP 🛛 LP 🗹
e.	Ownership Type (Domestic, Foreign, Government, etc): Domestic		1010 (10000
f.	Nevada Business ID Number: NV19951040409		12/31/2022
g.	is the Lessor's Name the same as the Legal Entity Name?	YES	
–	**If No. explain		0
h.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	V YES	NO NO
[Office?		
i.	State of Nevada Vendor number: T41772100		
j.	Is this an Arms Length Transaction (No Conflict of Interest)	J YES	ON D
ľ	**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	NO NO
b. I/we have considered other state leased or owned space available for use by this agency	Пио

9/7/22 Authorized Signature **Public Works Division** aa IT For Board of Examiners V YES

For Budget Division Use Only								
Reviewed by:	11.4	10/1-	1/22					
Reviewed by:								
Reviewed by:								

REAL PROPERTY LEASE SUMMARY (FOR BOARDS - COMMISSIONS - STORAGE)

1.	Tenant:	State of Nev	ada, Dep	arlment of Tou	uris	m and Cultural Affa	airs, Division of I	Museums an	d History.	
	Remarks:	007 in order	This is a 99-year, zero-dollar lease with Boulder City for the State's use of Clark County APN: 186-08-610- 007 in order to construct and maintain a parking lot and access to the Boulder City Nevada State Railroad Museum's future Visitor Center. No buildings or other structures are included or will be constructed as part of this lease.							
	Exceptions/Special notes:									
2.	Name of Lessor:	City of Bould	ler City, A	Municipal Co	rpo	ration				
3.	Address of Lessor:	401 Californ	ia Avenue	a, Boulder City	, N	V 89005				
4.	Property Contact:	Taylour Ted	der, City I	Manager (702)	29	13-9202, tledder@b	cnv.org			
5.	Address of Lease property:	1026 Boulde	er City Pa	rkway, Boulde	r Ci	ity, NV 89005				_
	a. Square Footage:	Rentable	40.074							
	b. Cost:	Cost per month	40,871sf # of months in time frame	cost per year		time f	rame	Improve- ment cost per square foot	Base Rent cost per square foot	Actual or Approxim ate cost per square foot
		\$ -	1,184	\$	•	Upon BOE approval	to July 5, 2121			
			_	\$ \$	-					
				\$	•					
				\$	•	11.1				
				\$	•					
				\$	-		1.000			
	1			\$	•					
	c. Total Lease Considerationd. Total Improvement Cost:	1:	1,184	\$				\$0.00		
	e. Option to renew:	🗌 Yes	No	Renew	/al :	terms:		φ0.00		
		# of Days re		Holdov	_		None			
	g. Term:		Years							
	h. Pass-thrus/CAM/Taxes i. Utilities:	Landlord	Tenar							
	j. Janitorial:	Landiord	Tena	nt 🔲 3 day		5 day 🔲 Rural 3 day	Rural 5 day	Other (see spi	cial notes)	
		Major:	Landlord	Tenant 🛛	_	Minor: Landlord	Tenant			
	 Comparable Area Market Rat m. Specific termination clause 	-	N/A	90 day writter		otice of election to t	erminate			
	 m. Specific termination clause n. Lease will be paid for by A 		et Accoun			N/A	Summarc.			
6.	This lease constitutes:			ision of an exis	stin	g lease				
		Ō	An addit	ion to current f	faci	lities (requires est		es)		
		D				timated expenses				
			A new lo Other	cation (requir	es	estimated expens	es)			
	a. Estimated Expenses:	Moving: N/A		Fumis	hin	gs: N/A	Data/Phones: N	/A		

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

1011 Authorized Agena Date alure

staff count

7. State of Nevada Business License Information:

a.	Is the Lessor a Nevada based business?	YES	
b.		V YES	
	*If Yes, explain Lessor is the a Municipal Corporation (CITY). Lessor	ee is a State Governmen	
C.	Does the Lessor have a current Nevada State Business License?	T YES	NO NO
	**If No, explain Lessor is the City of Boulder City.		
d.	The Lessor is registered with the Nevada Secretary of State's Office as a:		CORP 🗌 LP 🔲
e.	Ownership Type (Domestic, Foreign, Government, etc): Government		
f.		Exp:	
g.	Is the Lessor's Name the same as the Legal Entity Name?	YES	NO NO
	**If No, explain N/A		
h.	Is this an Arms Length Transaction (No Conflict of Interest)	V YES	I 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		
	✓ YES	NO NO	
þ.	I/we have considered other state leased or owned space available for use by this agency		
	ال YES	DND	

For Board of Examiners VES NO

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE		EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
	015	GOVERNOR'S OFFICE OF FINANCE - SMART 21	TECHNOLOGY CORP	GENERAL 81% HIGHWAY 19%	\$11,405,505	
1.		Services. This service ag	reement under Statewide reement is for the evaluat			
	•	Term of Contract:	Upon Approval - 09/15/2026	Contract # 26956		
2.	082	ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$817,537	
	Contract	This is a new contract to building in Carson City. Term of Contract:	provide ongoing janitorial 12/01/2022 - 11/30/2026		ment of Motor	Vehicles
3.	082		ENTERPRISE JANITORIAL, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$418,205	5
	Contract	This is a new contract to Carson City.	provide ongoing janitorial		a State Librar	y and Archives in
			12/01/2022 - 11/30/2026			
4.	082		XCEL MAINTENANCE SERVICES, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$373,120	
	Contract	This is a new contract to	provide ongoing janitorial	services for the Belrose	building in L	as Vegas.
			12/01/2022 - 11/30/2026		<u> </u>	
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:	building in Las Vegas.	provide ongoing janitorial 12/01/2022 - 11/30/2026		Department	of Motor Vehicles

					EXCEPTIONS FOR			
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT SOLICITATION			
#					AND/OR			
					EMPLOYEES			
			,		\$343,392 Professional			
	082	ADMINISTRATION - STATE PUBLIC	DBA LGA	AGENCY FUNDED CIP	Service			
		WORKS						
			provide professional archi	tectural/engineering ser	rvices for the Advance			
6.		Planning: Remodel Freig	ht Barn (East Ely Railroad	I Museum) CIP project t	o include schematic design			
				ates, drawings and doc	uments: CIP Project No. 22-			
	Description:	A007-02; SPWD Contrac						
			Upon Approval -	Contract # 20052				
		Term of Contract: GOVERNOR'S OFFICE	06/30/2025	Contract # 26852 OTHER:	\$2,600,000 Exempt			
			HIGHER EDUCATION -	T-MOBILE	ψ2,000,000 Ελεπρι			
			BOARD OF REGENTS	SETTLEMENT				
			OBO UNIVERSITY OF					
7.			NEVADA, LAS VEGAS					
1.				• • • •	placement of undergraduate			
	Contract	and graduate students within high growth industries. This contract is contingent upon IFC approval of						
	Description:	work program #C60305.						
			Opon Approvar -	Contract # 00007				
		Term of Contract: GOVERNOR'S OFFICE	11/30/2025	Contract # 26867 OTHER:	\$1,400,000 Exempt			
			HIGHER EDUCATION -	T-MOBILE	\$1,400,000 Exempt			
			BOARD OF REGENTS	SETTLEMENT				
			OBO UNIVERSITY OF					
			NEVADA, RENO					
8.					placement of undergraduate			
	Contract	and graduate students within high growth industries. This contract is contingent upon IFC approval of						
	Description:	work program #C60305.		I				
	·	Tana (O a tana t	Upon Approval -	0				
		Term of Contract:	11/30/2025 OUTLOOK UNIVERSITY	Contract # 26866	\$100 000 Sala Sauraa			
		DEPARTMENT OF EDUCATION -		FEDERAL	\$190,000 Sole Source			
	300	EDUCATOR	SCHOOL NETWORK					
		EFFECTIVENESS	EQUITY CENTER					
9.				urces to schools deeme	d in need of improvement in			
			s School Performance Pla					
	Description:		Upon Approval -					
		Term of Contract:	12/30/2023	Contract # 26868	• · · · · · · · · · · · · · · · · · · ·			
			WESTED	FEDERAL	\$169,500 Exempt			
	300	EDUCATION - EDUCATOR						
		EFFECTIVENESS						
10.			greement to provide cons	ultation and facilitation of	of a work group to review			
	Contract		mmendations on the initia					
	Description:		Upon Approval -					
	•		06/30/2023	Contract # 26782				
		nors' Mooting						

Board of Examiners' Meeting November 15, 2022

BOE	-					EXCEPTIONS FOR		
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS AND/OR EMPLOYEES		
		DEPARTMENT OF EDUCATION - CAREER	CAREER AND	FEDERAL	\$566,000			
11.	300		EDUCATION CONSORTIUM OF STATES, INC.					
			provide an online Career			loyability and		
			ents for students who com	plete a CTE course seq	uence.			
	Description:		Upon Approval - 06/30/2024	Contract # 26834				
12.	300		MIDAS EDUCATION, LLC	FEDERAL	\$1,050,000	Sole Source		
				dentialing and professional development services.				
	Description:	Term of Contract:	11/08/2022 - 11/07/2024		<u> </u>			
13.		EDUCATION - STUDENT AND SCHOOL SUPPORT	NEVADA SYSTEM OF HIGHER EDUCATION - BOARD OF REGENTS OBO UNIVERSITY OF NEVADA, LAS VEGAS	FEDERAL	\$182,028	BExempt		
			greement to provide profe	ssional development, te	chnical assis	tance, event		
			ational support for before					
	Description:		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	education alternative disp			acilitation of t	he special		
	Description:		01/01/2023 - 12/31/2024					
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 that provides Talking Boo	provide ongoing operation oks to visually impaired cit 07/01/2022 - 06/30/2026	izens.	ance services	for the system		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES		
16.	403	HEALTH AND HUMAN	GLASS RATNER ADVISORY & CAPITAL GROUP, LLC DBA B. RILEY ADVISORY	GENERAL 25% FEDERAL 75%	\$295,100			
	Contract Description:	assessment.	provide ongoing services Upon Approval - 06/30/2026	for a biennial informatio	n technology	security risk		
17.	403	DEPARTMENT OF	MERCER HEALTH & BENEFITS, LLC	GENERAL 50% FEDERAL 50%	\$5,854,995	5		
	Contract Description:	ADMINISTRATION 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.		DEPARTMENT OF	FIDELITY INFORMATION	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 Eamilies benefits programs. This amendment increases the maximum amount from \$8,880,000 to						

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES			
19.	407	HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - TEMPORARY ASSISTANCE FOR NEEDY FAMILIES	SOUTHERN NEVADA	GENERAL 3% FEDERAL 97%	\$1,860,000				
	Contract Description:	Assistance for Needy Far and training participants	greement to provide ongo nilies program, Suppleme who must participate in wo Upon Approval - 06/30/2026	ntal Nutrition Assistance	Drogram a	ad employment			
20.	655		BEYOND 20/20	OTHER: ATTORNEY GENERAL SETTLEMENT FUNDS	\$131,250	Sole Source			
	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.							
21.	709 Contract	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - MATERIALS MANAGEMENT AND CORRECTIVE ACTION This is a new contract to	07/13/2021 - 06/30/2025 BROADBENT & ASSOCIATES, INC.	FEE: HAZARDOUS WASTE/PETROLEUM FUND 66% OTHER: INTERIM FLUID MANAGEMENT TRUST 20% FEDERAL 14%	\$7,000,000				
	Description:	services. Term of Contract:	01/01/2023 - 12/31/2026	Contract # 26720					

BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS		
#	DEI 1#				AMOONT	AND/OR EMPLOYEES		
22.	709	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:	services.	provide ongoing environm 01/01/2023 - 12/31/2026	-	sment, and re	mediation		
23.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	LEWIS & ELLIS, INC.	FEDERAL	\$310,790			
	Contract		provide an analysis relate proval of work program		form. This co	ontract is		
	Description:		11/15/2022 - 09/13/2023					
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.						
			01/01/2022 - 09/29/2023	Contract # 25456				
25.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - WORKFORCE DEVELOPMENT	HELP OF SOUTHERN NEVADA	FEDERAL	\$249,280			
			provide out-of-school you			h financial		
		v	ployment and training in h	igh demand occupation	S.			
	Description:	Term of Contract:	Upon Approval - 11/07/2024	Contract # 26832				

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		provide a case managem Upon Approval - 10/31/2025	ent system to streamline Contract # 26845	e complaint p	rocessing.		
27.	B008	LICENSING BOARDS	ALLISON MACKENZIE, LTD.	FEE: LICENSURE	\$660,000	Professional Service		
	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 - 12/31/2026Contract # 26792						
28.	B022	AND COMMISSIONS - PHARMACY	KANDT LAW, PLLC	FEE: LICENSURE		Professional Service, FORMER EMPLOYEE		
			provide legal counsel and 11/30/2022 - 11/29/2024		3.			

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26956

					Legal Entity Name:	CARAHSOFT TECHNOLOGY CORP
	Agency Name:	GOVE	RNOR'S FIN	NANCE OFFICE	Contractor Name:	CARAHSOFT TECHNOLOGY CORP
	Agency Code:	015			Address:	11493 SUNSET HILLS RD STE 100
	Appropriation Unit:	1325-0	9			
	Is budget authority available?:		Yes		City/State/Zip	RESTON, VA 20190
	If "No" please expla	ain: Not	Applicable		Contact/Phone:	703-871-8558
					Vendor No.:	PUR0004357
					NV Business ID:	NV20151127305
	To what State Fisca	•	,	•	2023-2027	
	What is the source the contractor will b	of funds be paid b	s that will be by multiple f	used to pay the contrac unding sources.	ctor? Indicate the pe	rcentage of each funding source if
	X General Fur	nds	81.00 %	Fees	0.00 %	
	Federal Fur	nds	0.00 %	Bonds	0.00 %	
	X Highway Fu	inds	19.00 %	Other funding	0.00 %	
2.	Contract start date:					
	a. Effective upon B Examiner's appr	Board of roval?	Yes	or b. other effective of	date: NA	
	Anticipated BC	DE meet	ting date	11/2022		
	Retroactive?		No			
	If "Yes", please exp	olain				
	Not Applicable					
3.	Termination Date:	(09/15/2026			
	Contract term:	3	B years and	l 319 days		
4.	Type of contract:	(Other (inclu	ude description): MSA	Work Plan	
	Contract description		Evaluation	• •		
5.	Purpose of contract	t:				
•.			eement un	der Statewide contract	t 99SWC-NV18-421	which provides Cloud Services. This
						resource planning system.
6.	NEW CONTRACT					
	The maximum amo	ount of th	ne contract f	or the term of the contra	act is: \$11,405,505 .	40
J	USTIFICATION					
7.	What conditions rec	quire tha	at this work	be done?		
	This contract will ev work products to da modernization of pr	valuate a ate to un ocesses	and make su derstand ef across sta	uggestions on the currer ficiencies and gaps. A p te functions, establish p	nt state of the SMAR blan will then be dev lanned efficiencies a	T21 ERP project by assessing the project eloped to provide a solution to facilitate the and improve business processes.
8.	Explain why State e	employe	es in your a	igency or other State ag	encies are not able	to do this work:
	Lack of Expertise					
9.	Were quotes or pro	posals s	solicited?		No	
	Was the solicitation Division?	-		Purchasing	No	
	a. List the names of	f vendor	s that were	solicited to submit prope	osals (include at leas	st three):
	Not Applicable					
	b. Soliciation Waive	er: Not A	Applicable			

II.

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 Applical	ble

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
- 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	dcarlso4	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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26835

						Legal Entity Name:	ENTERPRISE JANITORIAL, INC.
	Agency Name:	ADMI DIVIS	N - STATE ION	PUBLIC	WORKS	Contractor Name:	ENTERPRISE JANITORIAL, INC.
	Agency Code:	082				Address:	PO BOX 19913
	Appropriation Unit:	1349-	12				
	Is budget authority available?:		Yes			City/State/Zip	RENO, NV 89511-2559
	If "No" please expla	ain: No	t Applicab	е		Contact/Phone:	Ana Arroyo 775/691-2939
						Vendor No.:	T32003728A
						NV Business ID:	NV20141642364
	To what State Fisca	al Year	(s) will the	contract	be charged?	2023-2027	
	What is the source the contractor will b	of fund be paid	s that will by multiple	be used t funding	o pay the contra sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds	0.00 %		Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Х	Other funding	100.00 % Buildi	ings and Grounds Rental Income
	Agency Reference	#:	08DOA-S	2128 JS			
2.	Contract start date:						
	a. Effective upon E Examiner's app	Board o roval?	f No	or b	o. other effective	date 12/01/2022	2
	Anticipated B0	OE mee	eting date	11/	2022		
	Retroactive?		No				
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date:		11/30/202	6			
	Contract term:		4 years				
4.	Type of contract:		Contract				
	Contract description	n:	Janitorial	Service	S		
5.	Purpose of contrac	t:					
	This is a new cont Carson City.	tract to	provide o	ongoing	janitorial servic	es for the Departme	ent of Motor Vehicles building in
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?YesWas the solicitation (RFP) done by the Purchasing
Division?Yes

	Enterprise Janitorial Inc McNeils Cleaning Service Inc					
	b. Soliciation Waiver: Not Applica	ble				
c. Why was this contractor chosen in preference to other?						
	This vendor will provide the service					
	d. Last bid date: 08/04/2022	2 Anticipated	re-bid date: 08/04/2026			
10.	a. Does the contract contain any I	Components?	No			
	b. Is the contract part of an IT inve	•	No			
	\$50,000?					
III. C	OTHER INFORMATION					
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the	e Contractor?			
	No If "Yes", please provi	de the Indirect Cost F	Rate or Percentage Paid to the Contractor			
	Not Applicable					
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of N	levada or will the contracted services be performed by a current			
	-					
	b. Was the contractor formerly emperformed by someone formerly en	ployed by the State o mployed by the State	f Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?			
	c. Is the contractor employed by a	ny of Nevada's politic	al subdivisions or by any other government?			
	No If "Yes", please expla					
	Not Applicable					
13.	Has the contractor ever been enga	aged under contract b	ov any State agency?			
	Yes If "Yes", specify when	n and for which agen	cy and indicate if the quality of service provided to the identified			
	agency has been ver					
	This vendor has been contracted b	*	•			
14.	Is the contractor currently involved	-				
		de details of the litiga	tion and facts supporting approval of the contract:			
	Not Applicable					
15.	The contractor is registered with the Nevada Corporation	e Nevada Secretary	of State's Office as a:			
16.	a. Is the Contractor Name the same Yes	e as the legal Entity	Name?			
17.	a. Does the contractor have a curr Yes	ent Nevada State Bu	siness License (SBL)?			
18.	a. Is the legal entity active and in g Yes	good standing with the	e Nevada Secretary of State's Office?			
19.	Agency Field Contract Monitor: Cheryl Warren , Custodial Super	visor III Ph: 775-684	4-1809			
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 Managar Approval	ssands	09/26/2022 13:59:44 PM			
	Contract Manager Approval					
	Budget Analyst Approval	nhovden	10/17/2022 11:10:58 AM			
		nhovden nhovden Pending	10/17/2022 11:10:58 AM 10/17/2022 11:11:01 AM			

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26836

			Legal Entity Name:	ENTERPRISE JANITORIAL, INC.
Agency Name:	ADMIN - STATE PUB DIVISION	LIC WORKS	Contractor Name:	ENTERPRISE JANITORIAL, INC.
Agency Code:	082		Address:	PO BOX 19913
Appropriation Unit:	1349-12			
Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89511-2559
If "No" please expla	in: Not Applicable		Contact/Phone:	Ana Arroyo 775/691-2939
			Vendor No.:	T32003728A
			NV Business ID:	NV20141642364
	al Year(s) will the contra	•	2023-2027	
What is the source the contractor will b	of funds that will be use e paid by multiple fund	ed to pay the contracing sources.	ctor? Indicate the pe	rcentage of each funding source if
General Fu	nds 0.00 %	Fees	0.00 %	
Federal Fur		Bonds	0.00 %	
Highway Fu		X Other funding	100.00 % Buildi	ings and Grounds Rental Income
Agency Reference	#: 08DOA-S2140	JS		
2. Contract start date:				
a. Effective upon E Examiner's appr	Board of No of roval?	b. other effective	date 12/01/2022	2
Anticipated BC	DE meeting date	11/2022		
Retroactive?	No			
If "Yes", please exp	lain			
Not Applicable				
3. Termination Date:	11/30/2026			
Contract term:	4 years			
4. Type of contract:	Contract			
Contract description		ices		
5. Purpose of contract		na ionitorial acmita	aa far tha Navada C	State Library and Archivas in Career
City.	ract to provide ongoi	ng janitorial servic	es for the Nevada S	State Library and Archives in Carson
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.
- 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
 Yes

 Division?
 Yes

	Enterprise Janitorial Inc Qual-Econ USA Inc					
b. Soliciation Waiver: Not Applicable						
c. Why was this contractor chosen in preference to other?						
	This vendor will provide the service					
	d. Last bid date: 09/13/2022	2 Anticipate	ed re-bid date: 09/01/2026			
10.	a. Does the contract contain any I	F components?	No			
	b. Is the contract part of an IT inve	stment project over	No			
	\$50,000?					
III. C	OTHER INFORMATION					
11.	Is there an Indirect Cost Rate or P	ercentage Paid to th	he Contractor?			
		de the Indirect Cost	Rate or Percentage Paid to the Contractor			
	Not Applicable					
12.	employee of the State of Nevada?	oyee of the State of	Nevada or will the contracted services be performed by a current			
	Νο					
	b. Was the contractor formerly emperformed by someone formerly en No	ployed by the State mployed by the Stat	of Nevada within the last 24 months or will the contracted services be te of Nevada within the last 24 months?			
	c. Is the contractor employed by a No If "Yes", please expla	•	ical subdivisions or by any other government?			
	Not Applicable					
13	Has the contractor ever been enga	aged under contract	by any State agency?			
10.	-	-	ncy and indicate if the quality of service provided to the identified			
	agency has been ver	ified as satisfactory	: · · · · · · · · · · · · · · · · · · ·			
	The vendor has been contracted b	y the state since 20	001. Satisfactory service.			
14.	Is the contractor currently involved	-				
	· · · ·	de details of the litig	gation and facts supporting approval of the contract:			
	Not Applicable					
15.	The contractor is registered with the	e Nevada Secretar	y of State's Office as a:			
	Nevada Corporation					
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity	y Name?			
17.	a. Does the contractor have a curr Yes	ent Nevada State B	Business License (SBL)?			
1 Q		lood standing with t	he Nevada Secretary of State's Office?			
10.	Yes	jood standing with t	The Nevaua Secretary of State's Office?			
19.	Agency Field Contract Monitor: Cheryl Warren , Custodial Super	visor III Ph: 775-6	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 Assess	ssands	09/26/2022 13:59:21 PM			
	Contract Manager Approval	nhouden	10/17/2022 11:05:45 414			
	Budget Analyst Approval	nhovden	10/17/2022 11:05:45 AM 10/17/2022 11:05:50 AM			
		nhovden nhovden Pending	10/17/2022 11:05:45 AM 10/17/2022 11:05:50 AM			

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26795

			Legal Entity Name:	XCEL MAINTENANCE SERVICES, INC.
Agency Name: ADM	IN - STATE PUBLIC SION	WORKS	Contractor Name:	XCEL MAINTENANCE SERVICES, INC.
Agency Code: 082			Address:	7260 W. Azure Drive # 140
Appropriation Unit: 1349	-12			PMB 108
Is budget authority available?:	Yes		City/State/Zip	Las Vegas, NV 89130-7999
If "No" please explain: N	ot Applicable		Contact/Phone:	Kathia Winchell 702-355-3895
			Vendor No.:	T81103343
			NV Business ID:	NV20021426879
To what State Fiscal Yea	()	0	2023-2027	
What is the source of fun the contractor will be paid	ds that will be used t d by multiple funding	o pay the contrac sources.	tor? Indicate the pe	rcentage of each funding source if
General Funds	0.00 %	Fees	0.00 %	
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 % X	Other funding	100.00 % BUILD INCOM	DINGS AND GROUNDS RENTAL ME
Agency Reference #:	08DOA-S2136 JS			
2. Contract start date:				
a. Effective upon Board Examiner's approval?	of No or b	. other effective c	late 12/01/2022	2
Anticipated BOE me	eting date 11/2	2022		
Retroactive?	Νο			
If "Yes", please explain				
Not Applicable				
3. Termination Date:	11/30/2026			
Contract term:	4 years			
4. Type of contract:	Contract			
Contract description:	Janitorial Contrac	t		
5. Purpose of contract:				
This is a new contract t	o provide ongoing	janitorial service	es for the Belrose b	ouilding 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

	Commercial Cleaning Systems Accurate Building Maintenance Xcel Maintenance								
		b. Soliciation Waiver: Not Applicable							
	c. Why was this contractor chosen		er?						
	Best price								
	d. Last bid date: 05/01/202	2 Anticipated	d re-bid date: 05/01/2026						
10.	a. Does the contract contain any I	T components?	No						
	b. Is the contract part of an IT inve \$50,000?	stment project over	No						
III. C	OTHER INFORMATION								
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the	e Contractor?						
		-	Rate or Percentage Paid to the Contractor						
	Not Applicable								
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of N	Nevada or will the contracted services be performed by a current						
	b. Was the contractor formerly em performed by someone formerly e No	ployed by the State o mployed by the State	of Nevada within the last 24 months or will the contracted services be e of Nevada within the last 24 months?						
	c. Is the contractor employed by a No If "Yes", please expla	• •	cal subdivisions or by any other government?						
	Not Applicable								
13.	Has the contractor ever been enga No If "Yes", specify when agency has been ver	n and for which agen	by any State agency? acy and indicate if the quality of service provided to the identified						
	Not Applicable								
14.	Is the contractor currently involved	0	State of Nevada? ation and facts supporting approval of the contract:						
	Not Applicable								
15.	The contractor is registered with th Nevada Corporation	ne Nevada Secretary	of State's Office as a:						
16.	a. Is the Contractor Name the sam	ne as the legal Entity	Name?						
17.	a. Does the contractor have a curr Yes	ent Nevada State Bu	usiness License (SBL)?						
18.	a. Is the legal entity active and in g	good standing with the	ne Nevada Secretary of State's Office?						
19.	Agency Field Contract Monitor: Shiyann Living, PO I Ph: 702-4	186-4300							
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

BOE Final Approval

nhovden

Pending

10/17/2022 11:22:20 AM

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CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26796

			Legal Entity Name:	XCEL MAINTENANCE SERVICES, INC.
Agency Name:	ADMIN - STATE PUI DIVISION	BLIC WORKS	Contractor Name:	XCEL MAINTENANCE SERVICES, INC.
Agency Code:	082		Address:	7260 W. Azure Drive #140
Appropriation Unit:	1349-12			PMB 108
Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89130
If "No" please expla	ain: Not Applicable		Contact/Phone:	Kathia Winchell 702-355-3895
			Vendor No.:	T81103343
			NV Business ID:	NV20021426879
To what State Fisca	al Year(s) will the cont	ract be charged?	2023-2027	
	of funds that will be us e paid by multiple fun		ctor? Indicate the pe	rcentage of each funding source if
General Fu	nds 0.00 %	Fees	0.00 %	
Federal Fur	nds 0.00 %	Bonds	0.00 %	
Highway Fu	inds 0.00 %	X Other funding	100.00 % BUILI INCO	DINGS AND GROUNDS RENTAL ME
Agency Reference	#: 08DOA-S2122	JS		
2. Contract start date:				
a. Effective upon E Examiner's app	oval?	or b. other effective of	date 12/01/2022	2
Anticipated BC	DE meeting date	11/2022		
Retroactive?	No			
If "Yes", please exp	lain			
Not Applicable				
3. Termination Date:	11/30/2026			
Contract term:	4 years			
4. Type of contract:	Contract			
Contract description		vices		
5. Purpose of contract				

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

	Best Janitorial Services of Nevada Xcel Maintenance Premier Property Maintenance
	b. Soliciation 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 No \$50,000?
II. (OTHER INFORMATION
11	. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor
	Not Applicable
12	a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
	No
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No

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

No If "Yes", please explain

Not Applicable

III.

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:

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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26852

				Legal Entity Name:	LG ARCHITECTS, INC. DBA LGA
	Agency Name:	ADMIN - STATE PU DIVISION	IBLIC WORKS	Contractor Name:	LG ARCHITECTS, INC. DBA LGA
	Agency Code:	082		Address:	241 W. CHARLESTON BLVD STE 107
	Appropriation Unit:	All Appropriations			
	Is budget authority available?:	Νο		City/State/Zip	LAS VEGAS, NV 89102-2592
	where the project w and contractor pays the initiating agency will reside in agenc	ain: This is an agency vill be managed by the ment responsibilities y. Funding and expe y budget account 294 ruction Planning & Ac	e SPWD. Funding will remain with nditure authority 41, expenditure	Contact/Phone:	702-263-7111
		-		Vendor No.:	T27041309
				NV Business ID:	NV19861005290
	To what State Fisca	al Year(s) will the con	tract be charged?	2023-2025	
	What is the source the contractor will b	of funds that will be up be paid by multiple fur	used to pay the contra- nding sources.	ctor? Indicate the pe	crcentage of each funding source if
	General Fu	nds 0.00 %	Fees	0.00 %	
	Federal Fur	nds 0.00 %	Bonds	0.00 %	
	Highway Fu	unds 0.00 %	X Other funding	100.00 % Agen	cy Funded CIP
	Agency Reference	#: 115108			
2.	Contract start date:				
	a. Effective upon E Examiner's appl		or b. other effective	date: NA	
	Anticipated B	OE meeting date	10/2022		
	Retroactive?	No			
	If "Yes", please exp	blain			
	Not Applicable				
3.	Termination Date:	06/30/2025			
	Contract term:	2 years and 2	273 days		
4.	Type of contract:	Contract			
	Contract description	n: Arch/Eng			
~	Duran of control	4.			

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 Division?		No			
	a. List the names of vendors that w	ere solicited to submit p	proposals (include at least three):			
	Not Applicable					
	b. Soliciation Waiver: Professionalc. Why was this contractor chosen	•				
	Demonstrated the required expertis					
	d. Last bid date:	Anticipated re-				
10	a. Does the contract contain any IT	·	No			
10.	b. Is the contract part of an IT inves \$50,000?	•	No			
III. C						
11.	Is there an Indirect Cost Rate or Pe	•				
	No If "Yes", please provid	ie the indirect Cost Rat	e or Percentage Paid to the Contractor			
12		vee of the State of Nev	ada or will the contracted services be performed by a current			
	employee of the State of Nevada?					
	Νο					
	b. Was the contractor formerly emp	loyed by the State of N	levada within the last 24 months or will the contracted services be			
	performed by someone formerly en	ployed by the State of	Nevada within the last 24 months?			
		v of Novodolo political (aubdivisions or by only other gavernment?			
	No If "Yes", please explai	•	subdivisions or by any other government?			
	Not Applicable					
13	Has the contractor ever been engage	ged under contract by a	any State agency?			
	Yes If "Yes", specify when	and for which agency a	and indicate if the quality of service provided to the identified			
	agency has been veril	fied as satisfactory:				
	Yes. SPWD, and currently with sat					
14.	Is the contractor currently involved	U				
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable					
. –						
15.	The contractor is registered with the Nevada Corporation	e Nevada Secretary of	State's Office as a:			
10	·					
16.	a. Is the Contractor Name the same Yes	e as the legal Entity Nai	me?			
47		at Neve de Otata Dusia				
17.	a. Does the contractor have a curre Yes	ent Nevada State Busin	ess License (SBL)?			
18	a. Is the legal entity active and in go	ood standing with the N	levada Secretary of State's Office?			
10.	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 10/17/2022 11:15:29 AM			
	BOE Agenda Approval	nhovden	10/11/2022 11.10.29 AM			

BOE Final Approval

Pending

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26867

						Legal Entity Name:	BOARD OF REGENTS, UNIVERSITY OF NEVADA, LAS VEGAS
Ager	ncy Name:		IOR'S OFF AIC DEVEL			Contractor Name:	BOARD OF REGENTS, UNIVERSITY OF NEVADA, LAS VEGAS
Ager	ncy Code:	102				Address:	CONTROLLER-UNLV
Appr	opriation Unit:	1526-31					4505 MARYLAND PKWY BOX 453004
ls bu avail	dget authority able?:		Νο			City/State/Zip	LAS VEGAS, NV 89154-3004
lf "No IFC a	o" please expla approval of wor	in: This c k program	contract is c n #C60305.	onting	ent upon	Contact/Phone:	Lori M. Clecone 702/895-3779
						Vendor No.:	D35000813
						NV Business ID:	Governmental Entity
To w	hat State Fisca	al Year(s)	will the con	tract b	e charged?	2023-2026	
Wha [:] the c	t is the source contractor will b	of funds tł e paid by	nat will be ι multiple fur	used to nding s	pay the contractories.	ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds 0	.00 %		Fees	0.00 %	
	Federal Fun	nds 0	.00 %		Bonds	0.00 %	
	Highway Fu	nds 0	.00 %	Х	Other funding	100.00 % T-mo	bile Settlement
2. Cont	ract start date:						
a. E E	ffective upon B xaminer's appr	oard of oval?	Yes	or b.	other effective of	date: NA	
	Anticipated BC	DE meetin	g date	11/20	022		
Retro	pactive?		No				
lf "Y€	es", please exp	lain					
Not /	Applicable						
3. Term	nination Date:	11	/30/2025				
Cont	ract term:	З у	vears and 3	30 day	S		
4. Type	of contract:	Int	erlocal Ag	reeme	nt		
Cont	ract descriptior	n: Int	ernship P	rogram	า		
5. Purp	ose of contract		_				
grad	is a new inter luate students ram #C60305.	within hi	eement to igh growth	provid indus	le ongoing sup stries in Nevada	port services for p a. This contract is o	lacement of undergraduate and contingent upon IFC approval of work

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. Soliciation Waiver: Exempt (Per statute)			
	c. Why was this contractor chosen in prefere	ence to other?		
	N/A			
	d. Last bid date:	Anticipated re-bid d	ate:	
10	a. Does the contract contain any IT compon	ents?	No	
	b. Is the contract part of an IT investment pr \$50,000?	oject over	No	

III. OTHER INFORMATION

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

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

Not Applicable		

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

No

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

No

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

 No	If "Yes", please explain
Not Applicat	ble

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

If "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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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:

 in act, the constant		
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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26866

			Legal Entity Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA, RENO
	ERNOR'S OFFICE OF	лт	Contractor Name:	BOARD OF REGENTS-UNIVERSITY OF NEVADA, RENO
Agency Code: 102			Address:	CONTROLLERS - COOP EXTENSION
Appropriation Unit: 1526	6-31			MAIL STOP 124
Is budget authority available?:	Νο		City/State/Zip	RENO, NV 89557
If "No" please explain: T IFC approval of work pro	his contract is contingen gram #C60305.	nt upon	Contact/Phone:	Thomas Landis 775-784-4029
			Vendor No.:	D35000816
			NV Business ID:	Governmental Entity
To what State Fiscal Yea	ar(s) will the contract be	charged?	2023-2026	
What is the source of fun the contractor will be pair	nds that will be used to p d by multiple funding so	bay the contrac surces.	tor? Indicate the per	centage of each funding source if
General Funds	0.00 %	Fees	0.00 %	
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 % X (Other funding	100.00 % T-mob	ile Settlement
2. Contract start date:				
a. Effective upon Board Examiner's approval?		ther effective d	ate: NA	
Anticipated BOE me	eeting date 11/202	22		
Retroactive?	No			
If "Yes", please explain				
Not Applicable				
3. Termination Date:	11/30/2025			
Contract term:	3 years and 30 days			
4. Type of contract:	Interlocal Agreemen			
Contract description:	Internship Program			
5. Purpose of contract:				
	agreement to provide		nort convices for n	ecoment of undergraduate and
graduate students with program #C60305.	in high growth indust	ries in Nevada	. This contract is c	acement of undergraduate and contingent upon IFC approval of work

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?

	Was the solicitation (RFP) done by Division?	the Purchasing	No
		vere colligited to submit pr	prosale (include at least three):
	a. List the names of vendors that w Not Applicable		oposais (include at least trifee).
	b. Soliciation Waiver: Exempt (Per	statuto)	
	c. Why was this contractor chosen		
	N/A		
	d. Last bid date:	Anticipated re-bi	d date:
10.	a. Does the contract contain any IT	components?	No
	b. Is the contract part of an IT inves \$50,000?	stment project over	No
I. C	OTHER INFORMATION		
11.	Is there an Indirect Cost Rate or Pe	ercentage Paid to the Cor	ntractor?
	No If "Yes", please provid	le the Indirect Cost Rate	or Percentage Paid to the Contractor
	Not Applicable		
12.	a. Is the contractor a current emplo employee of the State of Nevada?	yee of the State of Nevad	a or will the contracted services be performed by a current
	Νο		
	b. Was the contractor formerly emp performed by someone formerly en No	ployed by the State of New nployed by the State of N	vada within the last 24 months or will the contracted services be evada within the last 24 months?
		w of Novada'a political au	hdivisions or by only other government?
	No If "Yes", please explai	•	bdivisions or by any other government?
	Not Applicable		
13	Has the contractor ever been enga	ged under contract by an	v State agency?
10.		and for which agency an	d indicate if the quality of service provided to the identified
	Not Applicable		
14.	Is the contractor currently involved	in litigation with the State	of Nevada?
	No If "Yes", please provid	le details of the litigation	and facts supporting approval of the contract:
	Not Applicable		
15.	The contractor is not registered wit Governmental Entity	h the Nevada Secretary c	of State's Office because the legal entity is a:
16.	Not Applicable		
17.	Not Applicable		
18.	Not Applicable		
19.	Agency Field Contract Monitor: Karsten Heise, Sr. Program Mana	ager 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	

III.

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26868

	• • • • • • • • • • • • • • • • • • • •				
				Legal Entity Name:	Outlook University Independent School Network Equity Center
	Agency Name:	NDE - DEPARTMENT OF EDUCATION		Contractor Name:	Outlook University Independent School Network Equity Center
	Agency Code:	300		Address:	709 Ratliff Ferry Rd.
	Appropriation Unit:	2612-35			-
	Is budget authority available?:	Yes		City/State/Zip	Canton, MS 39046
	If "No" please expla	in: Not Applicable		Contact/Phone:	Willie D. Killins Jr., PHD 702-985-1306
				Vendor No.:	
				NV Business ID:	NV20201757272
		al Year(s) will the contract b	•	2023-2024	
	What is the source	of funds that will be used to e paid by multiple funding s	o pay the contrac	ctor? Indicate the pe	rcentage of each funding source if
	General Fu		Fees	0.00 %	
	X Federal Fur		Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon E		other effective of	date: NA	
	Examiner's appr	oval?			
	Anticipated BC	DE meeting date 12/2	022		
	Retroactive?	No			
	If "Yes", please exp	lain			
	Not Applicable				
3.	Termination Date:	12/30/2023			
	Contract term:	1 year and 29 days	i		
4.	Type of contract:	Contract			
	Contract description	n: TSI/ASTI School Se	upp		
5.	Purpose of contract	::			
	This is a new cont with the state's Sc	ract to provide support an hool Performance Plan.	nd resources to	o schools deemed i	in need of improvement in complying
6.	NEW CONTRACT				
	The maximum amo	unt of the contract for the te	erm of the contra	act is: \$190,000.00	
J	USTIFICATION				
7.	What conditions rec	quire that this work be done	?		
	schools most in nee review of school pla Ed's August 2021 ru experienced by unc OUISN owner Dr. V the use of a strong	ed of improvement. The Nev ans. To ensure continued pr ecommendations, the NDE lerperforming schools in Ne Villie Killins has the unique conceptual model for schoo	vada Revised Si rogress to impro requires the exp evada. As a form expertise that is of turnaround pra	atute 385A.650 required ve student academic pertise of an entity ve er principal with dee needed to support 1 actice and exemplifie	vide school planning supports to those uires the preparation and the annual c achievement and to meet the US Dept. of ersed in knowing the historical challenges op roots in school improvement efforts, SI/ATSI schools. He has demonstrated es �change and ng 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?

П.

	a. List the names of vendors that were solicited to submit proposals (include at least three):						
	Not Applicable						
	 b. Soliciation 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 I	T components?	No				
	b. Is the contract part of an IT inve \$50,000?	estment project over	No				
(OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or P No If "Yes", please provi Not Applicable	•	Contractor? te or Percentage Paid to the Contractor				
12.		oyee of the State of Nev	vada or will the contracted services be performed by a current				
			Nevada within the last 24 months or will the contracted services be Nevada within the last 24 months?				
	a la the contractor employed by a						
	No If "Yes", please expla	•	subdivisions or by any other government?				
		•	subdivisions or by any other government?				
13.	NoIf "Yes", please explainNot ApplicableHas the contractor ever been engage	ain aged under contract by a n and for which agency a					
13.	NoIf "Yes", please explainNot ApplicableHas the contractor ever been enganNoIf "Yes", specify when	ain aged under contract by a n and for which agency a	any State agency?				
	NoIf "Yes", please explainNot ApplicableHas the contractor ever been engativeNoIf "Yes", specify when agency has been ver	ain aged under contract by a n and for which agency a ified as satisfactory:	any State agency? and indicate if the quality of service provided to the identified				
	No If "Yes", please explained Not Applicable Identified Has the contractor ever been engative No No If "Yes", specify when agency has been ver Not Applicable Is the contractor currently involved	ain aged under contract by a n and for which agency a ified as satisfactory:	any State agency? and indicate if the quality of service provided to the identified				
	No If "Yes", please explained Not Applicable Identified Has the contractor ever been engative No No If "Yes", specify when agency has been ver Not Applicable Is the contractor currently involved	ain aged under contract by a n and for which agency a ified as satisfactory:	any State agency? and indicate if the quality of service provided to the identified				
14.	No If "Yes", please explained Not Applicable In the contractor ever been engated Has the contractor ever been engated If "Yes", specify when agency has been ver Not Applicable Is the contractor currently involved No If "Yes", please provi	ain aged under contract by a n and for which agency a ified as satisfactory: I in litigation with the Sta de details of the litigation	any State agency? and indicate if the quality of service provided to the identified ate of Nevada? In and facts supporting approval of the contract:				
14. 15.	No If "Yes", please explained Not Applicable In the contractor ever been engated Has the contractor ever been engated In the contractor ever been engated No If "Yes", specify when agency has been ver Not Applicable Is the contractor currently involved No If "Yes", please provi No If "Yes", please provi No If "Yes", please provi Not Applicable In the contractor is registered with the contra	ain aged under contract by a n and for which agency a ified as satisfactory: I in litigation with the Sta de details of the litigation ne Nevada Secretary of	any State agency? and indicate if the quality of service provided to the identified ate of Nevada? In and facts supporting approval of the contract: State's Office as a:				
14. 15. 16.	No If "Yes", please explained Not Applicable It as the contractor ever been engated Has the contractor ever been engated If "Yes", specify when agency has been ver Not Applicable Is the contractor currently involved No If "Yes", please provition No If "Yes", please provition Not Applicable It as the contractor is registered with the non-profit Corporation a. Is the Contractor Name the same It as the contractor not be the same	ain aged under contract by a n and for which agency a ified as satisfactory: I in litigation with the Sta de details of the litigation ne Nevada Secretary of	any State agency? and indicate if the quality of service provided to the identified ate of Nevada? In and facts supporting approval of the contract: State's Office as a:				
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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#: #320904@

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

	Agency Contact Information - Note: Approved copy will be sent to ONLY the contact(s) listed below:						
	STATE AGENCY NAME REQUIRED:		Nevada Department of Education (NDE)				
1a	Contact Name and Title		Phone Number	Email Address			
	Gabby Lamarre, Director Office of Studen School Supports, Federal Liaison	t and	702-668-4309	glamarre@doe.ny.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			

	Гуре of Waiver Requested – Check the appropriate type:		
1c	Sole or Single Source:	X	
	Professional Service Exemption:		

	Contract Information:						
14	Is this a new Contract? Check One:	Yes:	X	No:			
1d	If 'No' Enter Amendment Number:	#					
	Enter CETS Number:	#					

	Term:				
10	One (1) Time Purchase? Check One:	Yes:	X	No:	
le	Contract:	Start Date:	Upon BOE approval	End Date:	12/30/2023

	Funding:	
1f	State Appropriated:	
	Federal Funds:	X

Solicitation Waiver

08/29/82

 Grant Funds:		 , . <u>.</u>		
Other (Explain):	 	 	 <u>, , , , , , , , , , , , , , , , , , , </u>	 . <u> </u>

Purchasing Use	Only:
Approval #:	* 220904(cg

1g Total Estimated Value of this Service Contract, Amendment or Purchase: \$ 190,000.00

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	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.
	 Development of a "Contextual Equity Measurements Report" specific to analysis of the NDE CSI School Improvement Team CIP Redesign Interviews."
2	• 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?

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,

- 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.

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

3

+22090403

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:

Based on discussions with subject matter experts/district and school level leaders in Nevada through a transformational video collection <u>https://bit.ly/NDE-SPP-Roadmap-Videos</u>, 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.

	Were alternative services or commodities evaluated?		Check One:				
			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>						
	b. <u>If not</u> , 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 #:

2209040

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</u> <u>PREVIOUS WAIVERS</u> MUST ACCOMPANY THIS REQUEST.		X

a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship</u> <u>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>:

6	Te n		Value	Short Description	Provide Type of Procurement RFP#,	CETS #
	Start Date	End Date		2 cocupiion	RFQ#, Waiver #	
			\$			
			\$			
			\$			
			\$		·	
			\$			

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?

7 The potential consequence to the State if the waiver request is denied is the inability to provide a timely response 7 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.

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.

		Yes	No
	Will this purchase obligate the State to this vendor for future purchases? Check One:		
	NOTE: Before selecting your answer, please review information included on Page 2,		X
}	Section 9 of the instructions.		
9	a. If yes, please provide details regarding future obligations or needs.		

8

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

Purchasing Use Only:

Approval #:

Shamme Signature of Agency Representative Initiating Request Aug 12, 2022 Gabrielle Lamarre, Director : Office of Student and School Supports Date Print Name of Agency Representative Initiating Request Signature of Agency Head Authorizing Request 8/26/2022 Jonathan P. Moore, Deputy Superintendent: Office for Student Achievement Date Print Name of Agency Head Authorizing Request

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:

individual cannot provide approval signatures in both sections.

Representative Providing Review

Print Name of Representative Providing Review

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.

Revised: June 2022

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:

Kein O. Oty Administrator, Purchasing Division or Designee

9

Date

8/30/22

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26782

			Legal Entity Name:	WestEd
Agency Name:	NDE - DEPARTMENT OF EDUCATION		Contractor Name:	WestEd
Agency Code:	300		Address:	4655 Lampson Avenue
Appropriation Unit:	2612-32			Suite A
Is budget authority available?:	Yes		City/State/Zip	Los Alamitos, CA 90720
If "No" please expl	ain: Not Applicable		Contact/Phone:	Heather Mattson 510-967-5107
			Vendor No.:	T81012500
			NV Business ID:	NV20111743662
To what State Fisc	al Year(s) will the contract b	e charged?	2023	
the contractor will b	be paid by multiple funding s			rcentage of each funding source if
General Fu		Fees	0.00 %	
X Federal Fu	nds 100.00 %	Bonds	0.00 %	
Highway Fu	unds 0.00 %	Other funding	0.00 %	
2. Contract start date	:			
a. Effective upon l Examiner's app	Board of Yes or b. roval?	other effective d	late: NA	
Anticipated B	OE meeting date 11/2	022		
Retroactive?	Νο			
If "Yes", please exp	olain			
Not Applicable				
3. Termination Date:	06/30/2023			
Contract term:	241 days			
4. Type of contract:	Interlocal Agreeme	nt		
Contract descriptio	-			
5. Purpose of contract	t:			
This is a new inte provide recomme	rlocal agreement to provion ndations on the initial lice	de consultation	and facilitation of for educators.	a work group to review policies and
6. NEW CONTRACT				
	ount of the contract for the te	erm of the contra	act is: \$169,500.00	
Other basis for pay	ment: One time payment			
JUSTIFICATION				
7. What conditions re	quire that this work be done	?		
competency for pe appropriate when a	rsons with a disability or hea	alth-related need The Nevada Depa	that the Commissio artment of Educatior	ny alternative means of demonstrating n determines are necessary and n (NDE) is also considering exam options 36
8. Explain why State	employees in your agency c	or other State age	<u>encies are not abl</u> e t	o do this work:
No state employee	s have the means or availal	oility to perform t	his research.	
9. Were quotes or pro	posals solicited?		No	
	(RFP) done by the Purcha	sing	No	
a. List the names c	f vendors that were solicited	d to submit propo	osals (include at leas	st three):

Not Applicable		
b. Soliciation Waiver: Exempt (Per statute)		
c. Why was this contractor chosen in preference to other?		
Governmental Entity		
d. Last bid date: Anticipated re-b	d date:	
0. a. Does the contract contain any IT components?	No	
b. Is the contract part of an IT investment project over \$50,000?	No	
OTHER INFORMATION		
1. Is there an Indirect Cost Rate or Percentage Paid to the Co	ntractor?	

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

Not Applicable

III. 1

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

No

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

No

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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26834

				Legal Entity Name:	Career and Technical Education Consortium of States, Inc.	
	Agency Name:	NDE - DEPARTMEN EDUCATION	T OF	Contractor Name:	Career and Technical Education Consortium of States, Inc.	
	Agency Code:	300		Address:	1866 Southern Lane	
	Appropriation Unit:	2676-04				
	Is budget authority available?:	Yes		City/State/Zip	Decatur, GA 30033	
	If "No" please expla	ain: Not Applicable		Contact/Phone:	Timothy Withee 404-994-6535	
				Vendor No.:	T27027121	
				NV Business ID:	NV20131384237	
		al Year(s) will the cont	•	2023-2024		
	the contractor will b	pe paid by multiple fund	sed to pay the contrac ding sources.		rcentage of each funding source if	
	General Fu		Fees	0.00 %		
	X Federal Fu	nds 100.00 %	Bonds	0.00 %		
	Highway Fu	unds 0.00 %	Other funding	0.00 %		
	Agency Reference	#: RFP 30DOE-S	2100			
2.	. Contract start date	:				
	a. Effective upon E Examiner's app	roval?	or b. other effective of	date: NA		
	Anticipated B	OE meeting date	11/2022			
	Retroactive?	No				
	If "Yes", please exp	olain				
	Not Applicable					
3.	. Termination Date:	06/30/2024				
	Contract term:	1 year and 24	2 days			
4.	. Type of contract:	Contract				
	Contract descriptio	n: Skills Assess	ment			
5.	. Purpose of contrac	t:				
			line Career and Tec	hnical Education (CTE) employability and technical sk	ville

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. Soliciation 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 No \$50,000? **III. OTHER INFORMATION** 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or 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? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No 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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26819

				Legal Entity Name:	MIDAS EDUCATION, LLC
		NDE - DEPARTME EDUCATION	INT OF	Contractor Name:	MIDAS EDUCATION, LLC
	Agency Code:	300		Address:	538 CENTRAL WAY, APT B209
	Appropriation Unit:	2710-20			
	Is budget authority available?:	Yes		City/State/Zip	KIRKLAND, WA 98033-5689
	If "No" please expla	in: Not Applicable		Contact/Phone: Vendor No.:	Megan Harney 414/687-7205 T32009480
				NV Business ID:	NV20191666116
	To what State Fisca	()	•	2023-2025	
	the contractor will be	e paid by multiple fu	unding sources.	·	rcentage of each funding source if
	General Fur		Fees	0.00 %	
	X Federal Fun		Bonds	0.00 %	
	Highway Fu	nds 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon B Examiner's appr	oval?	or b. other effective of	date 11/08/2022	2
	Anticipated BC	DE meeting date	11/2022		
	Retroactive?	Yes			
	If "Yes", please exp	lain			
3.	Termination Date:	11/07/2024			
	Contract term:	2 years			
4.	Type of contract:	Contract			
	Contract description	n: Micro-Crede	entialing		
5.	Purpose of contract				
	This is a new cont	ract to provide on	going micro-credentia	ling and professior	nal development services.
6.	NEW CONTRACT				
	The maximum amo	unt of the contract f	or the term of the contra	act is: \$1,050,000.0	0
J	USTIFICATION				
7.	What conditions rec	quire that this work b	be done?		
	specific technical re significantly man-pc more educators are	sources and guidar ower intensive and h licensed in Nevada	nce pulled from multiple highly inefficient nature of	sources. Current pr of the work required. do not have access	and reciprocal licensure; providing occesses are untenable due to the This challenge will continue to grow as to high-quality professional development in opportunities that may
8.	Explain why State e	mployees in your a	gency or other State ag	encies are not able t	o do this work:
	connectivity, both in	ternally and externation	es to create, service an ally, that is needed to in	d/or host a program crease opportunities	with a level of functionality and for educator effectiveness and success in
		igh PD and microcre	edentialing.		
9.	Were quotes or pro	<u>v</u>	edentialing.	No	
9.		posals solicited?	edentialing.	No No	

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

b. Soliciation 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 of	ontain any IT components?	Yes
b. Is the contract part \$50,000?	of an IT investment project over	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 Applic	abl	e
------------	-----	---

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

No

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

No

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

No

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

If "Yes", please provide details of the litigation 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	ljean	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	



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

MEMORANDUM

- 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

1

Purchasing	Use Only:	
Approval#:	220810	\bigcirc

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:					
	ENTER STATE AGENCY NAME HERE : Department of Education					
	Contact Name and Title		Phone Number	Email Address		
	Jeff Briske, Educator Licensure Director		702-668-4328	jjbriske@doe.nv.gov		
	Glenn Meyer, ITM1		775-687-9726	gmeyer@doe.nv.gov		

	Vendor Information:	
	Vendor Name:	MIDAS Education LLC
1b	Contact Name:	Megan Harney
	City State and Zin Code	538 Central Way, Apt B209, Kirkland, WA 98033
	City, State, and Zip Code Telephone Number:	414-687-7205
	Email Address:	mharney@midaseducation.com

	Type of Waiver Requested – Check the appropriate type:				
1c	Sole or Single Source:	X			
	Professional Service Exemption:				

Contract Information: Is this a new Contract? Check One: Yes: Χ No: 1d If 'No' Enter Amendment Number: # # **Enter CETS Number:**

	Term:				
1e	One (1) Time Purchase? Check One:	Yes:	X	No:	
	Contract:	Start Date:	11/8/2022	End Date:	11/7/2024

1f	Funding:	
	State Appropriated:	
1f	Federal Funds:	American Rescue Plan, State set-aside Elementary and Secondary School Emergency Relief Funds, BA2710/20 (project approved by IFC)
	Grant Funds:	Emergency Kenej Funds, BA2/10/20 (project approved by IFC)

Solicitation Waiver

Rec'A 08/23/22

Purchasing Use Only: Approval #:

0810 Q

1g

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

\$1,050,000

Provide a description of work/services to be performed or commodity/good to be purchased: 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: 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 subjectmatter 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 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 multilevel 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.

• **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 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.

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

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.

		Chec	k One:
	Were alternative services or commodities evaluated?	Yes	No
		X	
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be spectra characteristics, requirements, capabilities and compatibility.	cific about fea	tures,
	There are hundreds of Learning Management System (LMS) companies.		
	• Not educator focused		
	• A small fraction of these are focused on managing profession	nal learning of	oportunities for
5	teachers. Most of them are focused on student learning oppor		
	• Do not provide a searchable catalog		
	 Of these, many do not offer a searchable catalog but a development delivery with significant demands for staff to ma courses as opposed to supporting self-registration. 		
	• Do not integrate with a microcredential system		
	 Most LMS do not also provide microcredentials, meaning the systems would require the use of another separate microcondifficulties associated with integrating two separate systems 		

4



- Professional development and Microcredentials will not appear in the same catalog / onestop-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
 - <u>https://www.alludolearning.com/</u>
 - o 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
 - <u>https://www.powerschool.com/solutions/unified-talent/</u>
 - 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

2208106

- 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).
- <u>https://microcredentials.digitalpromise.org/explore</u>
- 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
 - <u>https://info.credly.com/acclaim</u>
- 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*
 - <u>https://bloomboard.com/</u>

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
 - <u>https://www.instructure.com/k12/products/canvas/canvas-catalog</u>
 - 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					

Has the agency purchased this service or commodity in the past? Check One:YesNoNOTE: 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:

6	Ter	rm	T7 1	Short Description	Type of Procurement	
	Start Date	End Date	Value		Short Description	Short Description
			\$			
			\$			
			\$			
			\$			
			\$			

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.

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.

8 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	-
---	----	---

Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.

If yes, please provide details regarding future obligations or needs. a.

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).

> Purchasing Use Only: Approval #:

Digitally signed by Jeffery J Briske

Date: 2022.08.21 20:18:50 -07'00'

Digitally signed by Jessica Todtman

Date: 2022.08.22 13:37:57 -07'00'

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

Signature of Agency Representative Initiating Request

Jeff Briske

Print Name of Agency Representative Initiating Request

Jessica Todtman

Signature of Agency Head Authorizing Request

Jessica Todtman

Print Name of Agency Head Authorizing Request

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

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 Page 7

Solicitation Waiver

Revised: January 2022

8/21/22

Date



X

Date

8/22/22

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:

Kern Q- Orty Administrator, Purchasing Division or Designee

Steve Sisolak Governor



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

MEMORANDUM

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.

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- Include sophisticated credit-typing tools to support multiple credit types and reporting needs based on the State's requirements for educator licensing and certification.

Laura E. Freed Director

Matthew Tuma Deputy Director

Timothy Galluzi Administrator

220810 (0)

- 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.
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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.

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26842

1.	Contract Number.	20042			
				Legal Entity Name:	Board of Regents, NSHE on Behalf of UNLV - NAN
	Agency Name:	NDE - DEPARTMENT C EDUCATION	DF	Contractor Name:	Board of Regents, NSHE on Behalf of UNLV - NAN
	Agency Code:	300		Address:	4700 S. Maryland Pkwy. #335
	Appropriation Unit:	2712-65			
	Is budget authority available?:	Yes		City/State/Zip	Las Vegas, NV 89119
	If "No" please expla	ain: Not Applicable		Contact/Phone: Vendor No.:	Llori.ciccone@unlv.edu 702-8951040 D35000813
				NV Business ID:	Governmental Entity
	To what State Fisca	al Year(s) will the contrac	t be charged?	2023-2024	
	What is the source	. ,	to pay the contrac		rcentage of each funding source if
	General Fur		Fees	0.00 %	
	X Federal Fur	nds 100.00 %	Bonds	0.00 %	
	Highway Fu	unds 0.00 %	Other funding	0.00 %	
2	Contract start date:		-		
۷.	a. Effective upon B Examiner's appr	Board of Yes or	b. other effective d	late: NA	
	Anticipated BC	DE meeting date 11	/2022		
	Retroactive?	No			
	If "Yes", please exp	blain			
	Not Applicable				
3.	Termination Date:	06/30/2024			
	Contract term:	1 year and 242 d	ays		
4.	Type of contract:	Interlocal Agree	ment		
	Contract description	•			
5.	Purpose of contract				
	This is a new inter and organizationa	rlocal agreement to pro I support for before and	vide professional d after school lear	development, tech ning opportunities	nnical assistance, event coordination, for students.
6.	NEW CONTRACT				
	The maximum amo	ount of the contract for the	e term of the contra	act is: \$182,028.00	
J	USTIFICATION				
7.	What conditions rec	quire that this work be do	ne?		
	4202(c)(3)(B) of ES	SA requires the state to	provide capacity, tr	aining and technical	l assistance under this part.
8.	Explain why State e	employees in your agency	y or other State age	<u>encies are not ab</u> le t	to do this work:
	State agencies or e these tasks.	employees do not have th	e resources to dev	elop, provide trainir	ng , or the technical expertise to perform
9.	Were quotes or pro	posals solicited?		No	
	• •	(RFP) done by the Purc	hasing	No	
	a. List the names of	f vendors that were solici	ted to submit propo	osals (include at leas	st three):
	Not Applicable				
	b. Soliciation Waive	er: Exempt (Per statute)			
	c. Why was this cor	ntractor chosen in prefere	ence to other?		

С	d. Last bid date:	Anticipated re-	biù date.	
	a. Does the contract contain any I	•	No	
	 b. Is the contract part of an IT inve \$50,000? 	stment project over	No	
01	THER INFORMATION			
11. l:	s there an Indirect Cost Rate or P	ercentage Paid to the Co	ontractor?	
Г	· · ·	de the Indirect Cost Rate	e or Percentage Paid to the Contractor	
_	10%			
12. a e	a. Is the contractor a current employee of the State of Nevada? No	byee of the State of Neva	ada or will the contracted services be performed by a current	
þ	b. Was the contractor formerly emported by someone formerly er No	ployed by the State of Ne mployed by the State of I	evada within the last 24 months or will the contracted services b Nevada within the last 24 months?	
С	c. Is the contractor employed by ar	ny of Nevada's political s	subdivisions or by any other government?	
F	No If "Yes", please expla	in		
Ν	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 identifie agency has been verified as satisfactory: 				
_	agency has been ver	ified as satisfactory:		
١	agency has been ver Not Applicable	ified as satisfactory:		
	agency has been ver	-		
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14. l:	agency has been ver Not Applicable s the contractor currently involved	in litigation with the Stat	te of Nevada?	
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(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26844

1. Contract Number:	26844			
			Legal Entity Name:	Special Education Law Associates, LLC
Agency Name:	NDE - DEPARTMENT OF EDUCATION		Contractor Name:	Special Education Law Associates, LLC
Agency Code:	300		Address:	34522 N. Scottsdale Road
Appropriation Unit:	2715-17			Suite 120-232
Is budget authority available?:	Yes		City/State/Zip	Scotsdale, AZ 85266
If "No" please expl	ain: Not Applicable		Contact/Phone:	Gail ImObersteg 480-471-1151
			Vendor No.:	T29041593
			NV Business ID:	NV20181925280
	al Year(s) will the contract b	•	2023-2025	
the contractor will b	pe paid by multiple funding s	pay the contract sources.		centage of each funding source if
General Fu		Fees	0.00 %	
X Federal Fu		Bonds	0.00 %	
Highway Fu	unds 0.00 %	Other funding	0.00 %	
2. Contract start date	:			
a. Effective upon l		other effective da	ate 01/01/2023	
Examiner's app		000		
	5	022		
Retroactive?	No			
If "Yes", please exp	plain			
Not Applicable				
3. Termination Date:	12/31/2024			
Contract term:	2 years			
4. Type of contract:	Contract			
Contract descriptio	n: Dispute Resolution	ו		
5. Purpose of contrac	t:			
This is a new con alternative disput	tract to provide assistance e resolution systems.	e with the imple	mentation and fac	ilitation of the special education
6. NEW CONTRACT				
The maximum amo	ount of the contract for the te	erm of the contrac	ct is: \$500,000.00	
Other basis for pay	ment: \$175.00 per Hour			
JUSTIFICATION				
7. What conditions re	quire that this work be done	?		
What conditions re Education Alternation	quire that the work be done?	? Federal and Stand Stand Stand Stand Standard Sta	ate law require that with required proced	the State of Nevada to have a Special dures.
8. Explain why State	employees in your agency o	or other State age	encies are not able t	o do this work:
		e specialized exp	pertise and a non-er	mployee status that cannot be met within
the agency or othe	r State agency.			
9. Were quotes or pro	•		No	
Was the solicitation Division?	n (RFP) done by the Purcha	sing	No	
a. List the names c	of vendors that were solicited	d to submit propo	sals (include at leas	st three):
Not Applicable				
b Soliciation Waive	er: Professional Service (A	s defined in NA	C 333.150)	

d. Last bi	er NAC333.150 d date:	Anticipated re-	bid date:
	ne contract contain ar	•	No
		nvestment project over	No
	FORMATION		
11. Is there a	n Indirect Cost Rate of	or Percentage Paid to the Co	ontractor?
No	lf "Yes", please p	rovide the Indirect Cost Rate	e or Percentage Paid to the Contractor
Not Appli	cable		
12. a. Is the o employee	contractor a current er	mployee of the State of Neva da?	ada or will the contracted services be performed by a current
No			
performe	e contractor formerly d by someone former	employed by the State of Ne ly employed by the State of	evada within the last 24 months or will the contracted services Nevada within the last 24 months?
b. Was th performe No	e contractor formerly d by someone former	employed by the State of No ly employed by the State of	evada within the last 24 months or will the contracted services Nevada within the last 24 months?
performe No c. Is the c	d by someone former	ly employed by the State of by any of Nevada's political s	evada within the last 24 months or will the contracted services Nevada within the last 24 months? subdivisions or by any other government?
performe No c. Is the c No	d by someone former contractor employed b If "Yes", please e	ly employed by the State of by any of Nevada's political s	Nevada within the last 24 months?
performe No c. Is the c No Not Appli	d by someone former contractor employed b If "Yes", please e cable	ly employed by the State of by any of Nevada's political s xplain	Nevada within the last 24 months?
performe No c. Is the c No Not Appli	d by someone former contractor employed b If "Yes", please e cable contractor ever been e	ly employed by the State of by any of Nevada's political s xplain engaged under contract by a	Nevada within the last 24 months? subdivisions or by any other government? ny State agency?
performe No c. Is the c No Not Appli	d by someone former contractor employed b If "Yes", please e cable contractor ever been e If "Yes", specify w	ly employed by the State of by any of Nevada's political s xplain engaged under contract by a	Nevada within the last 24 months?
c. Is the c No No Not Appli 13. Has the c	d by someone former contractor employed b If "Yes", please e cable contractor ever been e If "Yes", specify w agency has been	ly employed by the State of any of Nevada's political s xplain engaged under contract by a when and for which agency a	Nevada within the last 24 months? subdivisions or by any other government? ny State agency?
performe No c. Is the c Not Appli 13. Has the c No	d by someone former contractor employed b If "Yes", please e cable contractor ever been e If "Yes", specify w agency has been cable	ly employed by the State of any of Nevada's political s xplain engaged under contract by a when and for which agency a	Nevada within the last 24 months? subdivisions or by any other government? ny State agency? and indicate if the quality of service provided to the identified
performe No c. Is the c Not Appli 13. Has the c No	d by someone former contractor employed b If "Yes", please e cable contractor ever been e If "Yes", specify w agency has been cable	ly employed by the State of any of Nevada's political s xplain engaged under contract by a when and for which agency a verified as satisfactory:	Nevada within the last 24 months? subdivisions or by any other government? ny State agency? and indicate if the quality of service provided to the identified
c. Is the c No Not Appli 13. Has the c No Not Appli 14. Is the cor	d by someone former contractor employed b If "Yes", please e cable contractor ever been e If "Yes", specify w agency has been cable tractor currently invol If "Yes", please p	ly employed by the State of any of Nevada's political s xplain engaged under contract by a when and for which agency a verified as satisfactory:	Nevada within the last 24 months? subdivisions or by any other government? ny State agency? and indicate if the quality of service provided to the identified te of Nevada?

- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- 18. 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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26659

				Legal Entity Name:	KEYSTONE SYSTEMS, INC.
	Agency Name:	ADMIN - NV ST LI ARCHIVES AND F	BRARY, PUBLIC RECORDS	Contractor Name:	KEYSTONE SYSTEMS, INC.
	Agency Code:	332		Address:	8016 GLENWOOD, AVE. STE. 200
	Appropriation Unit:	2891-12			
	Is budget authority available?:	Yes		City/State/Zip	RALEIGH, NC 27612-1950
	If "No" please expla	ain: Not Applicable		Contact/Phone:	James Burts 800/279711
				Vendor No.:	PUR0004149
				NV Business ID:	pending
	To what State Fisca	al Year(s) will the co	ontract be charged?	2023-2026	
	What is the source the contractor will b			tor? Indicate the per	rcentage of each funding source if
	General Fu	nds 0.00 %	Fees	0.00 %	
	X Federal Fur	nds 100.00 %	Bonds	0.00 %	
	Highway Fu	unds 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon E Examiner's app	Board of No roval?	or b. other effective d	late 07/01/2022	2
	Anticipated B	DE meeting date	11/2022		
	Retroactive?	Yes			
	If "Yes", please exp	blain			
	This contract is for The request for the requests will be s	is contract is past		ed by the program. unaware of the ne	w requirements. Future contract
3.	Termination Date:	06/30/2026			
	Contract term:	4 years			
4.	Type of contract:	Contract			
	Contract descriptio	n: Maintenand	e		
5.	Purpose of contrac	t:			
		tract to provide on	going operation, suppo mpaired citizens.	ort, and maintenan	ce services for the system that
6.	NEW CONTRACT				
	The maximum amo	ount of the contract f	or the term of the contra	ct is: \$127,265.60	
	Payment for service	es will be made at th	ne rate of \$31,816.10 pe	r annually	
J	USTIFICATION				
7.	What conditions re	ouire that this work	be done?		
	This is the system i	n place for the Talk n data, machine len	ing Books Services that	provides operationa alog of materials to l	I, support, and maintenance of all facets of end, loading and updating of catalog
8.	Explain why State	employees in vour a	igency or other State age	encies are not able t	to do this work:
	There is no compar	rable integrated libra	ary system to perform all	of these functions.	This is not just software. Additionally, achines, and electronic audio recordings of

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

b. Soliciation Waiver: Sole Source Approval #: null	b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing) Approval #: null					
Approval Date: 06/22/2022						
c. Why was this contractor choser	in preference to other?					
d. Last bid date: Anticipated re-bid date:						
d. Last bid date:	Anticipated re-	bid date:				
0. a. Does the contract contain any I	•	Yes				
b. Is the contract part of an IT inve \$50,000?	estment project over	Yes				
OTHER INFORMATION						
1. Is there an Indirect Cost Rate or F	Percentage Paid to the Co	ontractor?				
No If "Yes", please prov	ide the Indirect Cost Rate	e or Percentage Paid to the Contractor				
Not Applicable						
 a. Is the contractor a current empl employee of the State of Nevada? No 		ada or will the contracted services be performed by a current				
		evada within the last 24 months or will the contracted services b Nevada within the last 24 months?				
	· · · · · · · · · · · · · · · · · · ·					
	•	subdivisions or by any other government?				
No If "Yes", please expla	ain					
Not Applicable						
3. Has the contractor ever been eng. No If "Yes", specify whe agency has been ver	n and for which agency a	and indicate if the quality of service provided to the identified				
Not Applicable						
4. Is the contractor currently involved	d in litigation with the Sta	te of Nevada?				
No If "Yes", please prov	ide details of the litigation	n and facts supporting approval of the contract:				
Not Applicable						
5. The contractor is registered with th Foreign Corporation	he Nevada Secretary of S	State's Office as a:				
		mo 9				
 a. Is the Contractor Name the san Yes 	he as the legal Entity Nar	ne :				
	<i>.</i> ,					
Yes 7. a. Does the contractor have a curr	rent Nevada State Busin	ess License (SBL)?				
Yes 7. a. Does the contractor have a curr Yes 8. a. Is the legal entity active and in g	rent Nevada State Busing	ess License (SBL)?				
Yes 7. a. Does the contractor have a curry Yes 8. a. Is the legal entity active and in g Yes 9. Agency Field Contract Monitor:	rent Nevada State Busing	ess License (SBL)?				
Yes 7. a. Does the contractor have a curry Yes 8. a. Is the legal entity active and in g Yes 9. Agency Field Contract Monitor: Hope Williams, Librarian IV Ph	rent Nevada State Busing	ess License (SBL)?				
Yes 7. a. Does the contractor have a curry Yes 8. a. Is the legal entity active and in e Yes 9. Agency Field Contract Monitor: Hope Williams, Librarian IV Ph 0. Contract Status:	rent Nevada State Busing	ess License (SBL)?				
Yes 7. a. Does the contractor have a curry Yes 8. a. Is the legal entity active and in g Yes 9. Agency Field Contract Monitor: Hope Williams, Librarian IV Ph 0. Contract Status: Contract Approvals:	rent Nevada State Busing good standing with the N : 775-684-3381	ess License (SBL)? evada Secretary of State's Office?				
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Yes 7. a. Does the contractor have a curry Yes 8. a. Is the legal entity active and in grees 9. Agency Field Contract Monitor: Hope Williams, Librarian IV Ph 0. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	rent Nevada State Busing good standing with the N : 775-684-3381 User jvictor	ess License (SBL)? evada Secretary of State's Office? Signature Date 09/28/2022 11:28:40 AM 10/06/2022 16:22:20 PM 10/06/2022 16:23:37 PM				
Yes 7. a. Does the contractor have a curry Yes 8. a. Is the legal entity active and in e Yes 9. Agency Field Contract Monitor: Hope Williams, Librarian IV Ph 0. Contract Status: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval	rent Nevada State Busine good standing with the N : 775-684-3381 User jvictor jkidd	ess License (SBL)? evada Secretary of State's Office? Signature Date 09/28/2022 11:28:40 AM 10/06/2022 16:22:20 PM 10/06/2022 16:23:37 PM 10/06/2022 16:23:42 PM				
Yes 7. a. Does the contractor have a curry Yes 8. a. Is the legal entity active and in e Yes 9. Agency Field Contract Monitor: Hope Williams, Librarian IV Ph 0. Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval EITS Approval	rent Nevada State Busine good standing with the N : 775-684-3381 User jvictor jkidd ssands ssands ljean	ess License (SBL)? evada Secretary of State's Office? Signature Date 09/28/2022 11:28:40 AM 10/06/2022 16:22:20 PM 10/06/2022 16:23:37 PM 10/06/2022 16:23:42 PM 10/10/2022 11:59:14 AM				
Yes 7. a. Does the contractor have a curry Yes 8. a. Is the legal entity active and in e Yes 9. Agency Field Contract Monitor: Hope Williams, Librarian IV Ph 0. Contract Status: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval	rent Nevada State Busine good standing with the N : 775-684-3381 User jvictor jkidd ssands ssands	ess License (SBL)? evada Secretary of State's Office? Signature Date 09/28/2022 11:28:40 AM 10/06/2022 16:22:20 PM 10/06/2022 16:23:37 PM 10/06/2022 16:23:42 PM				

BOE Agenda Approval

BOE Final Approval

10/17/2022 11:51:23 AM

hfield

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

4-0188 Purchasing Use Only:

Approval#: 220703@

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

	Agency Contact Information - Note: Approved copy will be sent to ONLY the contact(s) listed below:					
1.	STATE AGENCY NAME REQUIRED:		State Library, Archives and Public Records			
1a	Contact Name and Title	1	Phone Number	Email Address		
	Hope Williams		775-684-3381	hwilliams@admin.nv.gov		
	Librarian, Talking Book Services			Sec		

	Vendor Information:			
	Vendor Name:	Keystone Systems, Inc (KLAS)		
	Contact Name:	James Burts		
1b	Complete Address: City, State, and Zip Code	8016 Glenwood Ave, Ste 200, Raleigh, NC 27612		
	Telephone Number:	800-222-9711; 919-782-1143		
	Email Address:	Ks7@klas.com; tracey@klas.com		

	Type of Waiver Requested - Check the appropriate type:		
1c	Sole or Single Source:	X	
	Professional Service Exemption:		

	Contract Information:					
1d	Is this a new Contract? Check One:	Yes:	X	No:		
1	If 'No' Enter Amendment Number:	#				
	Enter CETS Number:	#				

10	Term:							
	One (1) Time Purchase? Check One:	Yes:		No:	X			
le	Contract:2 yrs. w/option to renew for 2	Start Date:	7/1/2022	End Date:	6/30/26			
	yrs.							

1f	Funding:					
	State Appropriated:					
	Federal Funds:	X				

Page 1

Grant Funds:			
Other (Explain):		 	

Purchasing Use Only:						
Approval #:	JAD FORD					

1g Total Estimated Value of <u>this</u> Service Contract, Amendment or Purchase:

T .otal not to exceed \$133,106.30

Provide a description of work/services to be performed or services with goods to be purchased:

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

2 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.

What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?

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

³ 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.

Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

4 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.

		Check	Check One:			
	Were alternative services or commodities evaluated?	Yes	No			
5			X			
	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.					

#220703@

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 #:

22070

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</u> <u>MUST ACCOMPANY THIS REQUEST.</u>	x	
a. If yes, starting with the most recent contract and working backward, for the entire rela	tionship	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:

	Term		Γ	Short	Provide Type of Procurement		
	Start Date	End Date	Value Description		RFP#, RFQ#, Waiver #	CETS #	
6	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		<i>CONV:</i> 4986 <i>Contract:</i> 57968	
				· · · · · · · · · · · · · · · · · · ·			

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?

Without access to KLAS, we would not be able to offer our patrons a dedicated online catalog 7 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.

What efforts were made or conducted to substantiate there is no competition for the 8 services/services with goods and to ensure the price for this purchase is fair and reasonable?

キネスののろ

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.

-	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
9	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.		

Should agency have funding support, the agency fully intends to use this vendor to provide and support this system.

Purchasing Use Only: Approval #:

6-23-22

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

Hope Williams Print Name of Agency Representative Initiating Request

Signature of Agency Head Authorizing Request

Michael Strow Print Name of Agency Head Authorizing Request

FOR PURCHASING USE ONLY - PLEASENOTE: 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

Page 5

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.uv.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:

Kein O. Or

6/28/22 Date

Administrator, Purchasing Division or Designee

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 | <u>www.it.nv.gov</u> | Fax: (775) 687-9097

MEMORANDUM

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.



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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26829

					Legal Entity Name:	Glass Ratner Advisory & Capital Group, LLC
	<u> </u>	DHHS - H & POLIC	-	RE FINANCING	Contractor Name:	Glass Ratner Advisory & Capital Group, LLC DBA B. Riley Advisory
	Agency Code:	403			Address:	1300 17th Street N.
	Appropriation Unit:	3158-16				Suite 1300
	Is budget authority available?:		Yes		City/State/Zip	Arlington, VA 22209
	If "No" please explai	in: Not Ap	pplicable		Contact/Phone:	Scott Corzine 917-930-5300
					Vendor No.:	T29046065
					NV Business ID:	NV20222538599
	To what State Fisca	l Year(s)	will the contra	act be charged?	2023-2026	
	the contractor will be	e paid by	nat will be us multiple fund	ed to pay the contrac ing sources.	ctor? Indicate the per	rcentage of each funding source if
	X General Fun		.00 %	Fees	0.00 %	
	X Federal Fun		.00 %	Bonds	0.00 %	
	Highway Fu		.00 %	Other funding	0.00 %	
	Agency Reference #	#: RF	P # 40DHHS	S-S2086 (RV)		
2.	Contract start date:					
	a. Effective upon B Examiner's appro	oval?		r b. other effective o	date: NA	
	Anticipated BC	E meeting	g date	11/2022		
	Retroactive?		Νο			
	If "Yes", please expl	lain				
	Not Applicable					
3.	Termination Date:	06/	/30/2026			
	Contract term:	З у	vears and 24	2 days		
4.	Type of contract:	Co	ontract			
	Contract description	n: Ris	sk Assessm	ent		
5.	Purpose of contract:	:				
-			ovide ongoi	ng services for a bi	iennial information	technology security risk assessment.
6	NEW CONTRACT					
0.		unt of the	contract for t	he term of the contra	act is: \$295.100.00	
	Other basis for payr				<i> </i>	
J	USTIFICATION					
7	What conditions req	wire that t	his work be a	done?		
• •	Federal regulations					
8	3. Explain why State employees in your agency or other State agencies are not able to do this work:					
		that an u				to provide an unbiased assessment of
9.	Were quotes or prop	oosals sol	icited?		Yes	
5.	Was the solicitation Division?			rchasing	Yes	
a. List the names of vendors that were solicited to submit propo				icited to submit prop	osals (include at leas	st three):

JANUS Software Glass Ratner Advisory & Capital Grp LLC dba B.Riley Advisory Grp Securance LLC AT&T **Bulletproof Solutions** InfoSight, Inc. b. Soliciation 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 No \$50,000? **III. OTHER INFORMATION** 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? If "Yes", please explain No Not Applicable 13. Has the contractor ever been engaged under contract by any State agency? If "Yes", specify when and for which agency and indicate if the guality of service provided to the identified No agency has been verified as satisfactory: Not Applicable 14. Is the contractor currently involved in litigation with the State of Nevada? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No 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? b. If "No", please explain: No 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 10/03/2022 14:51:04 PM Budget Account Approval aroma2 **Division Approval** ltuttl1 10/03/2022 15:46:48 PM **Department Approval** pburrel1 10/03/2022 15:57:42 PM

Contract Manager Approval

10/03/2022 16:01:16 PM

ltuttl1

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

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

DESCRI		CONTRACT			· · ·	•
	act Number:			Amendment Number:	4	
				Legal Entity Name:	Mercer Health & Benefits, I	LC
Agenc	y Name:	DHHS - HEALT & POLICY	H CARE FINANCING	Contractor Name:	Mercer Health & Benefits	, LLC
Agenc	y Code:	403		Address:	2325 E. Camelback Rd.	
Appro	priation Unit:	3158-04			Suite 600	
ls bud availai	get authority ole?:	No		City/State/Zip	Phoenix, AZ 85016	
		ain: WP23FRF3 ² ling October 2022	1584 - 3158/18/7063 2 IFC Approval)	Contact/Phone:	Frederick Gibison 602-522-	-6526
				Vendor No.:	T32007146	
				NV Business ID:	NV20041250294	
To what	at State Fisc	al Year(s) will the	e contract be charged?	2020-2026		
What i	s the source	of funds that will	•	ctor? Indicate the pe	ercentage of each funding sou	urce if
Х	General Fu		Fees	0.00 %		
Х	Federal Fu	nds 50.00 %	Bonds	0.00 %		
	Highway Fu	unds 0.00 %	Other funding	0.00 %		
Agenc	y Reference	#: RFP #40	DHHs-S697			
Contra	act start date:					
a. Eff	ective upon E aminer's app	Board of N	or b. other effective	date 01/01/202	0	
		OE meeting date	11/2022			
Retroa	active?	No				
	s", please exp					
	pplicable					
. Previo	usly Approve	ed 12/31/20 2	23			
	act term:	6 vears a	and 1 day			
			-			
• •	of contract:					
	act descriptio		I Services			
	se of contrac					
the ter \$5,085	rmination da 5,000 to \$10,	ate from Decemi 939,995 due to t	ber 31, 2023 to Decembe	er 31, 2025 and incr hese services and a	ial services. This amendme eases the maximum amoun an increase in ad hoc repor 1584.	t from
6. CONT		NDMENT				
			Trans	\$ Info Acc	cum \$ Action Accum	\$ Agenda
1.	The max an contract:	nount of the origin				. 0
	a. Amendme	ent 1:	\$0.0	0	\$0.00 \$0.0	0 No
	b. Amendme		\$0.0		\$0.00 \$0.0	
	c. Amendme		\$0.0		\$0.00 \$0.0	
0			φ			

Amount of current amendment \$5,854,995.00 \$5,854,995.00
 New maximum contract \$10,939,995.00 amount:

\$5,854,995.00 Yes - Action

I.

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 Yes Division?						
	a. List the names of vendors that were solicited to submit proposals (include at least three):						
	Mercer Health & Benefits Milliman Optumace						
	b. Soliciation 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 No \$50,000?						
III. (OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or Percentage Paid to the Contractor?						
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor						
	Not Applicable						
12.	12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?						
	Νο						
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?						
	Νο						
	c. Is the contractor employed by any of Nevada's political subdivisions or 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

ontract 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

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

I. DESCRIPTION OF CONTRACT

DESC							
1. Cor	ntract Number:	20068			Amendment Number:	4	
					Legal Entity Name:	FIDELITY INFORMATION S	ERVICES,
Age	ency Name:		LFARE AND /E SERVICES	3	Contractor Name:	FIDELITY INFORMATION S	SERVICES,
Age	ency Code:	407			Address:	11000 W. Lake Park Drive	
App	propriation Unit:	3228-12					
ls b ava	udget authority ilable?:	·	Yes		City/State/Zip	Milwaukee, WI 53224	
lf "N	lo" please expl	ain: Not Appli	cable		Contact/Phone:	Tammi Mathews 414/357-91	33
					Vendor No.:	T27038949A	
					NV Business ID:	NV19981232693	
То	what State Fisc	al Year(s) will	the contract b	be charged?	2019-2026		
Wh the	at is the source contractor will b	of funds that be paid by mu	will be used to Itiple funding	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding sour	rce if
)	C General Fu	inds 29.00	%	Fees	0.00 %		
)	K Federal Fui	nds 71.00	%	Bonds	0.00 %		
	Highway Fu	unds 0.00	%	Other funding	0.00 %		
Age	ency Reference	#: 407					
2 Cor	ntract start date:						
a.	Effective upon E Examiner's app	Board of	No or b	. other effective of	date 07/01/2018	3	
	Anticipated B		ate 11/2	2022			
-							
	roactive?		Νο				
<u>اf</u> "۱	∕es", please exp		No				
If "\ Not	∕es", please exp : Applicable	olain					
If "\ Not 3. Pre Ter	Yes", please exp Applicable viously Approve mination Date:	olain ed 06/30 /	/2026				
If "\ Not 3. Pre Ter	<u>(es", please exp</u> Applicable viously Approve	olain ed 06/30 /					
If "\ Not 3. Pre Ter Cor	Yes", please exp Applicable viously Approve mination Date:	olain ed 06/30 /	/2026 rs and 1 day				
If "\ Not 3. Pre Ter Cor 4. Typ	Yes", please exp Applicable viously Approve mination Date: htract term:	ed 06/30/ 8 year Contr	/2026 rs and 1 day				
If "\ Not 3. Pre Ter Cor 4. Typ Cor	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract descriptio	ed 06/30/ 8 year Contr n: EBT S	/2026 rs and 1 day ract				
If "\ Not 3. Pre Ter Cor 4. Typ Cor 5. Pur	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract descriptio pose of contrac	ed 06/30/ 8 year Contr n: EBT S	/2026 rs and 1 day ract Services	al contract whic	h provides ongoin	g electronic benefit transfer	services to
If "N Not 3. Pre Ter Cor 4. Typ Cor 5. Pur Thi clie Thi	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract description pose of contract s is the fourth s of the Sup	ed 06/30/ 8 year Contr n: EBT S amendment f plemental Nu	/2026 rs and 1 day ract Services to the origina utrition Assis	tance and Tem	porary Assistance	g electronic benefit transfer for Needy Families benefits ,100 due to the increased ne	programs.
If "N Not 3. Pre Ter Cor 4. Typ Cor 5. Pur 5. Pur Thi clie Thi the	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract description pose of contract s is the fourth s amendment is s e services.	ed 06/30/ 8 year Contr n: EBT S et: amendment f plemental Nu increases the	/2026 rs and 1 day ract Services to the origina utrition Assis	tance and Tem	porary Assistance	for Needy Families benefits	programs.
If "N Not 3. Pre Ter Cor 4. Typ Cor 5. Pur 5. Pur Thi clie Thi the	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract description pose of contract s is the fourth ents of the Sup s amendment	ed 06/30/ 8 year Contr n: EBT S et: amendment f plemental Nu increases the	/2026 rs and 1 day ract Services to the origina utrition Assis	tance and Tem mount from \$8,	porary Assistance 880,000 to \$15,175	for Needy Families benefits ,100 due to the increased ne	programs. eed for
If "\ Not 3. Pre Ter Cor 4. Typ Cor 5. Pur 5. Pur Thi clie Thi the 6. CO	Yes", please exp Applicable viously Approve mination Date: htract term: the of contract: htract description pose of contract s is the fourth the Sup s amendment is se services. NTRACT AMEN	ed 06/30/ 8 year Contr n: EBT S amendment f plemental Nu increases the	/2026 rs and 1 day act Services to the origina utrition Assis e maximum a	tance and Tem mount from \$8, Trans \$	borary Assistance 880,000 to \$15,175	for Needy Families benefits ,100 due to the increased ne	programs. eed for Agenda
If "N Not 3. Pre Ter Cor 4. Typ Cor 5. Pur 5. Pur Thi clie Thi the	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract description pose of contract s is the fourth s amendment is s amendment i s am	ed 06/30/ 8 year Contr n: EBT S amendment f plemental Nu increases the NDMENT	/2026 rs and 1 day act Services to the origina utrition Assis e maximum a	tance and Tem mount from \$8, Trans \$ \$8,880,000.00	borary Assistance 880,000 to \$15,175 Info Acc \$8,880,000	for Needy Families benefits ,100 due to the increased ne sum \$ Action Accum \$ 00.00 \$8,880,000.00	Agenda Yes - Action
If "\ Not 3. Pre Ter Cor 4. Typ Cor 5. Pur 5. Pur Thi clie Thi the 6. CO	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract description pose of contract s is the fourth ents of the Sup s amendment is s amendm	ed 06/30/ 8 year Contr n: EBT S amendment f plemental Nu increases the NDMENT nount of the or ent 1:	/2026 rs and 1 day act Services to the origina utrition Assis e maximum a	tance and Tem mount from \$8, Trans \$ \$8,880,000.00 \$0.00	Porary Assistance 880,000 to \$15,175 8 Info Acc \$8,880,000 \$8,880,000	for Needy Families benefits,100 due to the increased need,100 due to the increased,100 due to the in	Agenda Yes - Action No
If "\ Not 3. Pre Ter Cor 4. Typ Cor 5. Pur 5. Pur Thi clie Thi the 6. CO	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract description pose of contract s is the fourth ents of the Sup s amendment is se services. NTRACT AMEN The max am contract: a. Amendment b. Amendment	ed 06/30/ 8 year Contr n: EBT S t: amendment f plemental Nu increases the NDMENT hount of the or ent 1: ent 2:	/2026 rs and 1 day act Services to the origina utrition Assis e maximum a	tance and Tem mount from \$8, Trans \$ \$8,880,000.00 \$0.00 \$0.00	borary Assistance 880,000 to \$15,175 Info Acc \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000 \$8,880,000	for Needy Families benefits,100 due to the increased need,100 due to the i	Agenda Yes - Action No No
If "N Not 3. Pre Ter Cor 4. Typ Cor 5. Pur 5. Pur Thi clie Thi the 6. CO 1.	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract description pose of contract s is the fourth ents of the Sup s amendment is s amendment is s e services. NTRACT AMEN The max am contract: a. Amendment b. Amendment c. Amendment	ed 06/30/ 8 year Contr n: EBT S t: amendment f plemental Nu increases the NDMENT hount of the or ent 1: ent 2: ent 3:	/2026 rs and 1 day ract Services to the origina utrition Assis e maximum a	tance and Temp mount from \$8, Trans \$ \$8,880,000.00 \$0.00 \$0.00 \$0.00	borary Assistance 880,000 to \$15,175 Info Acc \$8,880,000	For Needy Families benefits ,100 due to the increased ne sum \$ Action Accum \$ 00.00 \$8,880,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Agenda Yes - Action No No No
If "\ Not 3. Pre Ter Cor 4. Typ Cor 5. Pur 5. Pur Thi clie Thi the 6. CO	Yes", please exp Applicable viously Approve mination Date: htract term: be of contract: htract description pose of contract s is the fourth s amendment is s amendment is s amendment is s amendment i s 	ed 06/30/ 8 year Contr n: EBT S t: amendment f plemental Nu increases the NDMENT hount of the or ent 1: ent 2:	/2026 rs and 1 day ract Services to the origina utrition Assis e maximum a	tance and Tem mount from \$8, Trans \$ \$8,880,000.00 \$0.00 \$0.00	borary Assistance 880,000 to \$15,175 Info Acc \$8,880,000	For Needy Families benefits ,100 due to the increased ne sum \$ Action Accum \$ 00.00 \$8,880,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Agenda Yes - Action No No No

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.

. Were quotes or proposals	s solicited?	No	lo			
Was the solicitation (RFP Division?) done by the Purcha	sing Yes	9S			
a. List the names of vend	. List the names of vendors that were solicited to submit proposals (include at least three):					
Conduent Financial Inforr Solutran Inc. Fidelity Information Servic						
b. Soliciation 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: 0
. a. Does the contract cont	ain any IT componen	ts? No	lo			
b. Is the contract part of a			lo			

III. OTHER INFORMATION

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

Г

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

No

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

No

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

User

cbuscay

Yes

 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

Signature Date 09/13/2022 09:46:06 AM

Division Approval Department Approval Contract Manager Approval Budget Analyst Approval BOE Agenda Approval cbuscay rthomps1 mpomerle afrantz afrantz 09/13/2022 09:46:24 AM 10/03/2022 13:42:11 PM 10/04/2022 09:21:02 AM 10/11/2022 08:12:46 AM 10/11/2022 08:12:53 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 25907

••			Legal Entity Name:	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
		OHHS - WELFARE AND SUPPORTIVE SERVICES	Contractor Name:	REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
	Agency Code: 4	107	Address:	600 S GRAND CENTRAL PKWY #350
	Appropriation Unit: 3	230-15		
	Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89106
	If "No" please explain	1: Not Applicable	Contact/Phone:	DEBRA MARCH 702/676-1500
			Vendor No.:	PUR0002452B
			NV Business ID:	Government Entity
		Year(s) will the contract be charged		
	the contractor will be	f funds that will be used to pay the c paid by multiple funding sources.		rcentage of each funding source if
	X General Fund		0.00 %	
	X Federal Fund		0.00 %	
	Highway Fun		nding 0.00 %	
	Agency Reference #:	407		
	Contract start date:			
	a. Effective upon Bo Examiner's appro	oard of Yes or b. other effe val?	ctive date: NA	
	Anticipated BOE	E meeting date 06/2022		
	Retroactive?	Yes		
	If "Yes", please expla	ain		
3.	Termination Date:	06/30/2026		
	Contract term:	4 years and 30 days		
		+ years and be days		
4.	Type of contract:	Interlocal Agreement		
4.		Interlocal Agreement		
	Type of contract:	Interlocal Agreement		
	Type of contract: Contract description: Purpose of contract: This is a new interlo Needy Families pro	Interlocal Agreement TANF/SNAP Transporta	sistance Program, and ei	clients of the Temporary Assistance for mployment and training participants
5.	Type of contract: Contract description: Purpose of contract: This is a new interlo Needy Families pro	Interlocal Agreement TANF/SNAP Transporta ocal agreement to provide ongoin gram, Supplemental Nutrition Ass	sistance Program, and ei	clients of the Temporary Assistance for mployment and training participants
5.	Type of contract: Contract description: Purpose of contract: This is a new interlo Needy Families pro- who must participat	Interlocal Agreement TANF/SNAP Transporta ocal agreement to provide ongoin gram, Supplemental Nutrition Ass	sistance Program, and en n of receiving benefits.	mployment and training participants
5.	Type of contract: Contract description: Purpose of contract: This is a new interlo Needy Families pro- who must participation NEW CONTRACT The maximum amount	Interlocal Agreement TANF/SNAP Transporta ocal agreement to provide ongoin gram, Supplemental Nutrition Ass te in work activities as a condition	sistance Program, and en n of receiving benefits.	mployment and training participants
5. 6.	Type of contract: Contract description: Purpose of contract: This is a new interlo Needy Families pro- who must participation NEW CONTRACT The maximum amount	Interlocal Agreement TANF/SNAP Transporta ocal agreement to provide ongoin gram, Supplemental Nutrition Ass te in work activities as a condition	sistance Program, and en n of receiving benefits.	mployment and training participants
5. 6. JI	Type of contract: Contract description: Purpose of contract: This is a new interlo Needy Families pro- who must participat NEW CONTRACT The maximum amoun Other basis for paym USTIFICATION What conditions requ	Interlocal Agreement TANF/SNAP Transporta	sistance Program, and en n of receiving benefits. contract is: \$1,860,000.0	mployment and training participants
5. 6. JI	Type of contract: Contract description: Purpose of contract: This is a new interlo Needy Families pro- who must participat NEW CONTRACT The maximum amoun Other basis for paym USTIFICATION What conditions required	Interlocal Agreement TANF/SNAP Transporta	sistance Program, and en <u>o of receiving benefits.</u> contract is: \$1,860,000.0 them in fulfilling required j	mployment and training participants
5. 6. JI 7.	Type of contract: Contract description: Purpose of contract: This is a new interlow Needy Families pro- who must participate NEW CONTRACT The maximum amoun Other basis for paym USTIFICATION What conditions requires participants are requires job search activities.	Interlocal Agreement TANF/SNAP Transporta	sistance Program, and en n of receiving benefits. contract is: \$1,860,000.0 them in fulfilling required jo s. Transportation is provide	o o b seeking activities. Some SNAP ed to combat this as a potential barrier of

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

II.

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

Not Applicable

b. Soliciation 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-	oid date:
10. a. Does the contract contain any	T components?	No
b. Is the contract part of an IT in \$50,000?	vestment project over	No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

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

	DE	SCRIPTION OF	CONTRACT			
	1.	Contract Number:	24426		Amendment Number:	1
					Legal Entity Name:	Beyond 20/20
		Agency Name:	DPS-RECORDS, COMMUNICATIONS, AND COMPLIANCE		Contractor Name:	Beyond 20/20
		Agency Code:	655		Address:	42-635 Richmond Rd
		Appropriation Unit:	4709-26			
		Is budget authority available?:	Yes		City/State/Zip	Ottawa ON Canada, CA K2A0G6
		If "No" please expla	ain: Not Applicable		Contact/Phone:	Del Khalife 888-879-2020
					Vendor No.:	F00000408
					NV Business ID:	NV20181152497
		To what State Fisca	al Year(s) will the contract be	charged?	2022-2025	
			of funds that will be used to pe paid by multiple funding so		tor? Indicate the per	rcentage of each funding source if
		General Fu	nds 0.00 %	Fees	0.00 %	
		Federal Fur	nds 0.00 %	Bonds	0.00 %	
		Highway Fu	Inds 0.00 % X	Other funding	100.00 % Attorn	ey General Settlement Funds
	2.	Contract start date:				
	i	a. Effective upon E Examiner's app		other effective d	late 07/13/2021	
		Anticipated B0	DE meeting date 11/20	22		
		Retroactive?	Νο			
		lf "Yes", please exp	blain			
	Г	Not Applicable				
	3.	Previously Approve Termination Date:	ed 06/30/2025			
		Contract term:	3 years and 353 day	'S		
	4.	Type of contract:	Contract			
		Contract description		ce		
		Purpose of contrac				
	Г	•		ntract which r	orovides maintena	nce of the Nevada Incident-Based
		Reporting system	. This amendment increase reporting module.	es the maximu	m amount from \$1	92,000 to \$323,250 due to the addition
	6.	CONTRACT AMEN	IDMENT			
				Trans \$	Info Acc	um \$ Action Accum \$ Agenda
		1. The max am contract:	nount of the original	\$192,000.00	\$192,00	00.00 \$192,000.00 Yes - Action
		2. Amount of c (#1):	urrent amendment	\$131,250.00	\$131,25	i0.00 \$131,250.00 Yes - Action
		 New maximu amount: 	um contract	\$323,250.00)	
	л	ISTIFICATION				
•						
	_ Г		quire that this work be done?			re supports the Department of Public
		incident based crim	inar lerabat e al hantranan a	uroment and the	e nronrietary cottwa	re supports the Department of Public

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.

II.

I.

	Were quotes or proposals solicited	d?	No			
	Was the solicitation (RFP) done by Division?		No			
	a. List the names of vendors that were solicited to submit proposals (include at least three):					
	Not Applicable					
	 b. Soliciation 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? 					
Г						
	• • •		ne code to provide necessary maintenance.			
	d. Last bid date:	Anticipated re-b	bid date:			
10.	a. Does the contract contain any I^{-}	T components?	Yes			
	b. Is the contract part of an IT inve \$50,000?	estment project over	No			
O	THER INFORMATION					
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the Co	ntractor?			
	No If "Yes", please provi	de the Indirect Cost Rate	or Percentage Paid to the Contractor			
	Not Applicable					
	a. Is the contractor a current employee of the State of Nevada?		da or will the contracted services be performed by a current			
	b. Was the contractor formerly em performed by someone formerly e	ployed by the State of Ne mployed by the State of N	evada within the last 24 months or will the contracted services b Nevada within the last 24 months?			
	Νο					
	c. Is the contractor employed by a No If "Yes", please expla	•	ubdivisions or by any other government?			
[Not Applicable					
13.	Has the contractor ever been enga	•				
	Yes If "Yes", specify when agency has been ver	ified as satisfactory:	nd indicate if the quality of service provided to the identified			
	Vendor has been providing satisfa Compliance Division since 2018.	ctory service for the Depa	artment of Public Safety - Records, Communications and			
14.	Is the contractor currently involved	I in litigation with the State	e of Nevada?			
14.	Is the contractor currently involved No If "Yes", please provi	•	e of Nevada? and facts supporting approval of the contract:			
Г	-	•				
[15.	No If "Yes", please provi	de details of the litigation	and facts supporting approval of the contract:			
[15.	No If "Yes", please provi Not Applicable The contractor is registered with th	de details of the litigation	and facts supporting approval of the contract:			
[15. 16.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with theForeign Corporationa. Is the Contractor Name the same	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam	and facts supporting approval of the contract:			
[15. 16. 17.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a current	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine	and facts supporting approval of the contract: state's Office as a: ne? ss License (SBL)?			
[15. 16. 17. 18.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in generation	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine	and facts supporting approval of the contract: state's Office as a: ne? ss License (SBL)?			
[15. 16. 17. 18. 19.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in greesAgency Field Contract Monitor:	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine	and facts supporting approval of the contract: state's Office as a: ne? ss License (SBL)?			
[15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in green YesAgency Field Contract Monitor: Contract Status:	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine	and facts supporting approval of the contract: state's Office as a: ne? ss License (SBL)?			
[15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in grade YesAgency Field Contract Monitor: Contract Status: Contract Approvals:	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine good standing with the Ne	and facts supporting approval of the contract: state's Office as a: ne? ss License (SBL)? evada Secretary of State's Office?			
[15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in grass YesAgency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine good standing with the Ne	and facts supporting approval of the contract: state's Office as a: ne? ss License (SBL)? evada Secretary of State's Office? Signature Date			
[15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with theForeign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in greesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine good standing with the Ne User jkolenut	and facts supporting approval of the contract: itate's Office as a: ne? ss License (SBL)? evada Secretary of State's Office? Signature Date 09/09/2022 08:01:35 AM			
[15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with theForeign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in grade YesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine good standing with the Ne User jkolenut cjackson	and facts supporting approval of the contract: tate's Office as a: ne? ss License (SBL)? evada Secretary of State's Office? Signature Date 09/09/2022 08:01:35 AM 09/12/2022 14:34:03 PM			
[15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with theForeign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in greesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation ne Nevada Secretary of S ne as the legal Entity Nam rent Nevada State Busine good standing with the Ne User jkolenut	and facts supporting approval of the contract: itate's Office as a: ne? ss License (SBL)? evada Secretary of State's Office? Signature Date 09/09/2022 08:01:35 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#:	

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

	Agency Contact Information - Note: Approved copy will be sent to ONLY the contact(s) listed below:			
1.	STATE AGENCY NAME REQUIRED:	nt of Public Safety, Records, Communications pliance Division		
la	Contact Name and Title		Phone Number	Email Address
	Jason Kolenut, Administrative Services Officer		775-684-6203	jkolenut@dps.state.nv.us

	Vendor Information:		
	Vendor Name:	Beyond 20/20	
	Contact Name:	Del Khalife	
1b	Complete Address:	12 625 Pichmond Poad Ottawa ON Canada K240C6	
	City, State, and Zip Code	42-635 Richmond Road, Ottawa, ON Canada K2A0G6	
	Telephone Number:	888-TRY-2020	
	Email Address:	del@beyond2020.com	

	Type of Waiver Requested – Check	x the appropriate type:
1c	Sole or Single Source:	X
	Professional Service Exemption:	

	Contract Information:			
1d	Is this a new Contract? Check One:	Yes:	No:	x
1 u	If 'No' Enter Amendment Number:	#1		
	Enter CETS Number:	#24426		

	Term:				
1e	One (1) Time Purchase? Check One:	Yes:		No:	x
	Contract:	Start Date:	Upon approval	End Date:	6/30/2025

	Funding:	
1£	State Appropriated:	
1f	Federal Funds:	
	Grant Funds:	

Purchasing Use Only:

Approval #:

22090100

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

\$131,250

1g

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Provide a description of work/services to be performed or services with goods to be purchased:

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.

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?

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).

Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

The Beyond 20/20 software is proprietary.

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

4 FBI via Summary Reporting System (SRS) to NIBRS, which had an implementation deadline of sunday 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.

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.

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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.

		Chec	k One:		
	Were alternative services or commodities evaluated?		No		
			x		
	a. <i>If yes</i> , what were they and why were they unacceptable? Please be spectra characteristics, requirements, capabilities and compatibility.	cific about feat	ures,		
5					
	b. <u>If not</u> , why were alternatives not evaluated?				
	The NIBRS system is already in use by the Division and the Beyond 20/20 U.S. Department of Justice approved a noncompetitive procurement for the (attached).				

Purchasing Use Only:

Approval #:

antha

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</u> MUST ACCOMPANY THIS REOUEST.		x

a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship with</u> <u>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>:

	Te	rm		Short	Provide Type of Procurement	CETS #
	Start Date	End Date	Value	Description	RFP#, RFQ#, Waiver #	
6	07/13/21	06/30/25	\$192,000	Ongoing maintenance for Nevada Indicdent Based Reporting System		24426
			\$			
			\$			
			\$			
			\$			

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?

7 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.

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?

8 The Beyond 20/20 software is proprietary.

9	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No	
---	---	-----	----	--

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		x
a. If yes, please provide details regarding future obligat		
Future obligations to this vendor would be based upon the requirements and any new potential legislation that may b resources/solutions available at the time of contract expira	e signed into law, as well as o	
	Purchasing Use Only:	and the second
	Approval #:	and the second
gnature of Agency Representative Initiating Request Jason Kolent		8/31/22
nt Name of Agency Representative Initiating Request		Date
urtis Palmer, ASO IV, MS, CPM Digitally signed by Curtis	Palmer, ASO IV, MS, CPM 39 -07′00′	
gnature of Agency Head Authorizing Request		
Curtis Palmer, ASOIV		08/31/2022
nt Name of Agency Head Authorizing Request		Date
PURCHASING USE ONLY – PLEASE NOTE: In an effort to ocess already installed or in place by the State of Nevada or to a	issist in our due diligence, <u>State</u> gnature below indicates anothe	r agency or enti
t a review of your request from another agency or entity. The si eviewed the information you provided. This signature does not ex be required.		
eviewed the information you provided. This signature does not ex		

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).

20



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:

Kein D- Doty Administrator, Purchasing Division or Designee

9/2/22 Date

20

2209

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

MEMORANDUM

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

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- 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-bases 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.

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26720

			Legal Entity Name:	BROADBENT & ASSOCIATES, INC.
	DCNR - ENVIRONMEN PROTECTION	ΓAL	Contractor Name:	BROADBENT & ASSOCIATES, INC.
Agency Code:	709		Address:	5450 LOUIE LANE
Appropriation Unit:	3187-75			SUITE 101
Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89511
If "No" please expla	in: Not Applicable		Contact/Phone:	Doug Guerrant 775-322-7969
			Vendor No.:	T80989610B
			NV Business ID:	NV19891031637
To what State Fisca	I Year(s) will the contract	t be charged?	2023-2027	
What is the source of the contractor will be	of funds that will be used e paid by multiple funding	to pay the contrac g sources.	ctor? Indicate the pe	rcentage of each funding source if
General Fur	nds 0.00 % X	Fees	66.00 % Hazar	dous Waste/Petroleum Fund
X Federal Fun	ds 14.00 %	Bonds	0.00 %	
Highway Fu	nds 0.00 % X	Other funding	20.00 % Interii	n Fluid Management Trust
Agency Reference #	#: DEP23-004			
2. Contract start date:				
a. Effective upon B Examiner's appr	oard of No or oval?	b. other effective of	date 01/01/2023	3
Anticipated BC	E meeting date 11	/2022		
Retroactive?	No			
If "Yes", please exp	lain			
Not Applicable				
3. Termination Date:	12/31/2026			
Contract term:	4 years			
4. Type of contract:	Contract			
Contract description		vices		
5. Purpose of contract		anvironmontal r	nitization accord	nent, and remediation services.
	ract to provide origoing	environmentari	nitiyation, assessi	ient, and remediation services.
6. NEW CONTRACT				_
The maximum amo	unt of the contract for the	term of the contra	act is: \$7,000,000.0	00
JUSTIFICATION				
7. What conditions rec	uire that this work be do	ne?		
In the event that pul ability to ensure time welfare and/or resto	blic and or environmenta ely action. This contract	l welfare is compro provides technical en a responsible pa	l oversight assistand	ental contamination, the State needs the e which is required to protect public villing to perform site characterization, and

cleanup of identified environmental contamination.

8. Explain why State employees in your agency or other State	te agencies are not able to do this work:
The State does not have the staffing or expertise available	e to perform these services.
9. Were quotes or proposals solicited?	Yes
Was the solicitation (RFP) done by the Purchasing	Yes

Division?

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

II.

licabl Soliciatio Not Ar

	b. Soliciation Waiver: Not Applica		
	c. Why was this contractor chosen	in preference to ot	her?
	Pursuant to RFP 70CNR-S258, an determined by an independently a	d in accordance wi	th NRS 333, the selected vendor was the highest scoring proposer as committee and was one of two selected vendors for this contract.
	d. Last bid date: 07/05/2022	2 Anticipate	ed re-bid date: 07/06/2026
10.	a. Does the contract contain any I	Components?	No
	b. Is the contract part of an IT inve \$50,000?	stment project over	No
III. C	OTHER INFORMATION		
11	Is there an Indirect Cost Rate or P	ercentage Paid to t	he Contractor?
		•	t Rate or Percentage Paid to the Contractor
	Not Applicable		
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of	Nevada or will the contracted services be performed by a current
	Νο		
	b. Was the contractor formerly emperformed by someone formerly en No	oloyed by the State nployed by the Sta	of Nevada within the last 24 months or will the contracted services be te of Nevada within the last 24 months?
			tical subdivisions or by any other government?
	No If "Yes", please expla	<u>'IU</u>	
40			
13.	Has the contractor ever been enga Yes If "Yes", specify wher agency has been ver	n and for which age	ncy and indicate if the quality of service provided to the identified
		ns is currently work	ing with Broadbent on other contracts. The contractor continually
14.	Is the contractor currently involved	•	
	No If "Yes", please provi Not Applicable		gation and facts supporting approval of the contract:
15.	The contractor is registered with the Nevada Corporation	e Nevada Secretar	y of State's Office as a:
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity	y Name?
17.	a. Does the contractor have a curr Yes	ent Nevada State B	Business License (SBL)?
18.	a. Is the legal entity active and in g Yes	lood standing with t	the Nevada Secretary of State's Office?
19.	Agency Field Contract Monitor: Scott Smale, BCA Branch Super Jeff Collins, BCA Bureau Chief		-9384
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

BOE Final Approval

10/12/2022 15:31:18 PM

laaron

Pending

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26721

		-				
					Legal Entity Name:	MCGINLEY & ASSOCIATES, INC.
ŀ	Agency Name:	DCNR - ENVIRON	MENT	AL.	Contractor Name:	MCGINLEY & ASSOCIATES, INC.
ļ	Agency Code:	709			Address:	5410 LONGLEY LANE
ŀ	Appropriation Unit:	3187-75				
	ls budget authority available?:	Yes			City/State/Zip	RENO, NV 89511
I	f "No" please expla	ain: Not Applicable			Contact/Phone:	Joseph McGinley 775-829-2245
					Vendor No.:	T81202459
					NV Business ID:	NV20021218343
		al Year(s) will the co		•	2023-2027	
۱ t	What is the source the contractor will b	of funds that will be be paid by multiple fu	used to Inding	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %	Х	Fees	66.00 % Hazar	dous Waste/Petroleum Fund
	X Federal Fur	nds 14.00 %		Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Х	Other funding	20.00 % Interii	n Fluid Management Trust
ŀ	Agency Reference	#: DEP23-004				
2. (Contract start date:					
а	a. Effective upon E Examiner's app	Board of No roval?	or b	other effective of	date 01/01/2023	3
	Anticipated BO	DE meeting date	11/2	2022		
F	Retroactive?	No				
I	lf "Yes", please exp	blain				
1	Not Applicable					
3. 1	Termination Date:	12/31/2026				
	Contract term:	4 years				
4 7	Type of contract:	Contract				
	Contract description		Sorvic	96		
	•			63		
	Purpose of contrac		•			
		tract to provide ong	going e	environmental n	nitigation, assessi	nent, and remediation services.
	NEW CONTRACT					
٦	The maximum amo	ount of the contract for	or the t	erm of the contra	act is: \$7,000,000.0	00
JU	STIFICATION					
7	What conditions red	quire that this work b	e done	?		
I	In the event that pu	blic and or environm		velfare is compro	omised by environme	ental 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 Stat	te agencies are not able to do this work:
The State does not have the staffing or expertise available	e to perform these services.
9. Were quotes or proposals solicited?	Yes
Was the solicitation (RFP) done by the Purchasing	Yes

Division?

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

II.

Soliciation Waiver: Not Applicable

b. Soliciation waiver: Not Applica	DIE	
c. Why was this contractor chosen	in preference to othe	er?
Pursuant to RFP 70CNR-S258, an determined by an independently a	nd in accordance with ppointed evaluation of	n NRS 333, the selected vendor was the highest scoring proposer as committee and was one of two selected vendors for this contract.
d. Last bid date: 07/05/202	2 Anticipated	d re-bid date: 07/06/2026
. a. Does the contract contain any I	F components?	No
b. Is the contract part of an IT inve \$50,000?	stment project over	No
OTHER INFORMATION		
. Is there an Indirect Cost Rate or P	ercentage Paid to the	e Contractor?
	•	
		V
. a. Is the contractor a current employee of the State of Nevada?	oyee of the State of I	Nevada or will the contracted services be performed by a current
b. Was the contractor formerly em performed by someone formerly en No	ployed by the State of mployed by the State	of Nevada within the last 24 months or will the contracted services be e of Nevada within the last 24 months?
c. Is the contractor employed by a	nv of Nevada's politio	cal subdivisions or by any other government?
	•	, , , ,
Not Applicable		
Has the contractor ever been enga	aged under contract l	by any State agency?
Yes If "Yes", specify when	n and for which agen	ncy and indicate if the quality of service provided to the identified
		ng with McGinley on another contract. The contractor continually
No If "Yes", please provi	•	State of Nevada? ation and facts supporting approval of the contract:
	ne Nevada Secretary	of State's Office as a:
. a. Is the Contractor Name the sam Yes	e as the legal Entity	Name?
. a. Does the contractor have a curr Yes	ent Nevada State Bu	usiness License (SBL)?
. a. Is the legal entity active and in g Yes	good standing with th	e Nevada Secretary of State's Office?
•		9384
. 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
	 c. Why was this contractor chosen Pursuant to RFP 70CNR-S258, an determined by an independently a d. Last bid date: 07/05/2022 a. Does the contract contain any IT b. Is the contract part of an IT inves \$50,000? OTHER INFORMATION Is there an Indirect Cost Rate or P No If "Yes", please provi Not Applicable a. Is the contractor a current emple employee of the State of Nevada? No b. Was the contractor formerly emperformed by someone formerly en performed by someone formerly en performed by someone formerly en performed by someone formerly en performed by someone formerly en No c. Is the contractor ever been enga Yes If "Yes", please explat Not Applicable Has the contractor ever been enga Yes If "Yes", specify when agency has been ver NDEP, Bureau of Corrective Action provides timely and accurate work Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with th Nevada Corporation a. Is the Contractor Name the sam Yes a. Does the contractor have a curr Yes a. Is the legal entity active and in go Yes Agency Field Contract Monitor: Jeff Collins, BCA Bureau Chief Scott Smale, BCA Branch Super Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Department Approval Contract Manager Approval 	determined by an independently appointed evaluation of the last bid date: 07/05/2022 Anticipated a. Does the contract contain any IT components? b. Is the contract part of an IT investment project over \$50,000? OTHER INFORMATION Is there an Indirect Cost Rate or Percentage Paid to th No If "Yes", please provide the Indirect Cost Not Applicable a. Is the contractor a current employee of the State of I employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Performed by someone formerly employed by the State of No c. Is the contractor employed by any of Nevada's politic No If "Yes", please explain Not Applicable Has the contractor ever been engaged under contract I Yes If "Yes", specify when and for which agen agency has been verified as satisfactory: NDEP, Bureau of Corrective Actions is currently workir provides timely and accurate work for the agency. Is the contractor currently involved in litigation with the No If "Yes", please provide details of the litig: Not Applicable The contractor s registered with the Nevada Secretary Nevada Corporation a. Is the legal entity active and in good standing with th Yes Agency Field Contract Monitor: Jeff Collins, BCA Bureau Chief Ph: 775-687-9381 Sout Saudi BCA Baranch Supervisor Ph: 775-687-9381 <t< td=""></t<>

BOE Agenda Approval

BOE Final Approval

10/12/2022 15:24:13 PM

laaron

Pending

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26870

				Legal Entity Name:	LEWIS & ELLIS, INC.
Agency Nar	ne: B&I	- INSURANCE	DIVISION	Contractor Name:	LEWIS & ELLIS, INC.
Agency Coo	de: 741			Address:	6600 CHASE OAKS BLVD STE 150
Appropriatio	on Unit: 381 :	3-15			
Is budget available?:	uthority	Νο		City/State/Zip	PLANO, TX 75023
grant funds year when t program ha	for this contr he grant was	ract. These fund s awarded. A contributed to set up to the set up to set up to	s awarded federal ds were set up last ompanion work the funding for this	Contact/Phone:	972/850-0850
				Vendor No.:	T27034630
				NV Business ID:	NV20121509105
To what Sta	te Fiscal Ye	ar(s) will the co	ntract be charged?	2023-2024	
What is the the contract	source of fu or will be pa	nds that will be id by multiple fu	used to pay the contra Inding sources.	actor? Indicate the pe	rcentage of each funding source if
Ger	eral Funds	0.00 %	Fees	0.00 %	
X Fed	eral Funds	100.00 %	Bonds	0.00 %	
High	nway Funds	0.00 %	Other funding	g 0.00 %	
Agency Ref	erence #:	RFP #74BAI	-S2033		
2. Contract sta	art date:				
a. Effective Examine	e upon Board er's approval		or b. other effective	e date 11/15/2022	2
Anticip	ated BOE m	eeting date	11/2022		
Retroactive	?	No			
lf "Yes", ple	ase explain				
Not Applic	able				
3. Termination	Date:	09/13/2023			
Contract ter		301 days			
4. Type of con	tract:	Contract			
Contract de		Health Care	Access		
5 Purpose of	•				

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 ye	our agency or other St	ate 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 Division?	y the Purchasing	Yes
		were solicited to submi	it proposals (include at least three):
	Wakely HMA	_	
	Tidal Basin Government Consultin National Opinion Research Center	r	
	b. Soliciation Waiver: Not Applica		
	c. Why was this contractor chosen		
	determined by an independently a		NRS 333, the selected vendor was the highest scoring proposer as ommittee.
	d. Last bid date: 07/07/202	2 Anticipated r	re-bid date:
10	.a. Does the contract contain any l	•	No
	 b. Is the contract part of an IT inve \$50,000? 	estment project over	No
	OTHER INFORMATION		
11	. Is there an Indirect Cost Rate or P	•	
	No If "Yes", please provi	de the Indirect Cost R	ate or Percentage Paid to the Contractor
12	. a. Is the contractor a current emplo	oyee of the State of Ne	evada or will the contracted services be performed by a current
	employee of the State of Nevada?		
	No		
	 b. Was the contractor formerly em performed by someone formerly e 	ployed by the State of mployed by the State of	Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?
	No	1 - 5 5	
	c. Is the contractor employed by a	ny of Nevada's politica	al subdivisions or by any other government?
	No If "Yes", please expla	•	al subdivisions or by any other government?
	No If "Yes", please explain Not Applicable	ain	
13	No If "Yes", please explained Not Applicable . Has the contractor ever been engage .	ain aged under contract by	y any State agency?
13	No If "Yes", please explained Not Applicable . Has the contractor ever been engage .	ain aged under contract by n and for which agenc	
13	No If "Yes", please explained Not Applicable . Has the contractor ever been engano . No If "Yes", specify when	ain aged under contract by n and for which agenc	y any State agency?
	No If "Yes", please explained Not Applicable In the contractor ever been engaged Has the contractor ever been engagency has been ver In the contractor ever been engagency has been ver	ain aged under contract by n and for which agency ified as satisfactory:	y any State agency? y and indicate if the quality of service provided to the identified
	No If "Yes", please explained Not Applicable In the contractor ever been engated Has the contractor ever been engated In the contractor ever been engated No If "Yes", specify when agency has been ver Not Applicable Is the contractor currently involved No If "Yes", please provided	ain aged under contract by n and for which agency ified as satisfactory:	y any State agency? y and indicate if the quality of service provided to the identified
14	No If "Yes", please explained Not Applicable In the contractor ever been engated Has the contractor ever been engated In the contractor ever been engated No If "Yes", specify when agency has been ver Not Applicable In the contractor currently involved Is the contractor currently involved No If "Yes", please provided In the contractor currently involved No If "Yes", please provided Not Applicable In the contractor currently involved	ain aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat	y any State agency? y and indicate if the quality of service provided to the identified state of Nevada? ion and facts supporting approval of the contract:
14	No If "Yes", please explained Not Applicable . Has the contractor ever been engative . No If "Yes", specify when agency has been ver agency has been ver not agency has	ain aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat	y any State agency? y and indicate if the quality of service provided to the identified state of Nevada? ion and facts supporting approval of the contract:
14 15	No If "Yes", please explain Not Applicable In the contractor ever been engated agency has been ver agency has bee	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S de details of the litigat	y any State agency? y and indicate if the quality of service provided to the identified state of Nevada? ion and facts supporting approval of the contract:
14 15	No If "Yes", please explained Not Applicable . Has the contractor ever been engative agency has been verify when agency has been verify agency has	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S de details of the litigat	y any State agency? y and indicate if the quality of service provided to the identified state of Nevada? ion and facts supporting approval of the contract:
14 15 16	No If "Yes", please explain Not Applicable In the contractor ever been engated agency has been ver agency has bee	aged under contract by n and for which agency rified as satisfactory: d in litigation with the S de details of the litigat ne Nevada Secretary of the as the legal Entity N	y any State agency? y and indicate if the quality of service provided to the identified State of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame?
14 15 16	No If "Yes", please explain Not Applicable . Has the contractor ever been engative agency has been verify when agency has been verify agency has b	aged under contract by n and for which agency rified as satisfactory: d in litigation with the S de details of the litigat ne Nevada Secretary of the as the legal Entity N	y any State agency? y and indicate if the quality of service provided to the identified State of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame?
14 15 16 17	No If "Yes", please explain Not Applicable . Has the contractor ever been engative agency has been verify when agency has been verify when agency has been verify agency	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat ne Nevada Secretary of he as the legal Entity N rent Nevada State Bus	y any State agency? y and indicate if the quality of service provided to the identified State of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)?
14 15 16 17	No If "Yes", please explain Not Applicable . Has the contractor ever been engative agency has been verify when agency has been verify when agency has been verify agency	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat ne Nevada Secretary of he as the legal Entity N rent Nevada State Bus	y any State agency? y and indicate if the quality of service provided to the identified State of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame?
14 15 16 17 18	No If "Yes", please explain Not Applicable Identify the second	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat ne Nevada Secretary of he as the legal Entity N rent Nevada State Bus	y any State agency? y and indicate if the quality of service provided to the identified State of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)?
14 15 16 17 18	No If "Yes", please explain Not Applicable . Has the contractor ever been engative agency has been verify when agency has been verify when agency has been verify and the series of the contractor currently involved a currently involved agency has been verify and the series of the contractor have a currently involved agency has been verify and in gradient and in gradient and the series of the series	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the	y any State agency? y and indicate if the quality of service provided to the identified state of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office?
14 15 16 17 18 19	No If "Yes", please explain Not Applicable . Has the contractor ever been engative agency has been verify when agency has been verify when agency has been verify agency has been verify agency has been verify agency has been verify agency field Contract Monitor:	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the	y any State agency? y and indicate if the quality of service provided to the identified state of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office?
14 15 16 17 18 19	No If "Yes", please explain Not Applicable Identify and the contractor ever been engated agency has been verify agency for a label of the contractor currently involved in the contract or is registered with the foreign Corporation a. Is the Contractor Name the same and the contractor have a curre of the contract or have a curre of the contract of the contrecontract of the contrect of the contract of the con	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the	y any State agency? y and indicate if the quality of service provided to the identified state of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office?
14 15 16 17 18 19	No If "Yes", please explained Not Applicable Identify the second of the secon	ain aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the hief Examiner Ph: 775 User	y any State agency? y and indicate if the quality of service provided to the identified itate of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office? 5-687-0729 Signature Date
14 15 16 17 18 19	No If "Yes", please explain Not Applicable Identify and the contractor ever been engated agency has been verify agency for a label of the contractor currently involved in the contract or is registered with the foreign Corporation a. Is the Contractor Name the same and the contractor have a curre of the contract or have a curre of the contract of the contrecontract of the contrect of the contract of the con	aged under contract by n and for which agency ified as satisfactory: d in litigation with the S ide details of the litigat ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the ief Examiner Ph: 775	y any State agency? y and indicate if the quality of service provided to the identified state of Nevada? ion and facts supporting approval of the contract: of State's Office as a: lame? iness License (SBL)? Nevada Secretary of State's Office? 5-687-0729

Department Approval Contract Manager Approval Budget Analyst Approval BOE Agenda Approval BOE Final Approval jhanse4 jhanse4 hfield hfield Pending 10/04/2022 11:20:21 AM 10/04/2022 11:20:24 AM 10/17/2022 13:12:55 PM 10/17/2022 13:13:00 PM

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

I.	DE	SCRI	PTION OF	CONT	RACT				
	1.	Contra	act Number:	25456	i		Amendment Number:	1	
							Legal Entity Name:	NCLAB	
		Agend	y Name:	DETR	- EMPLOYM	ENT SECURITY	Contractor Name:	NCLAB	
		Agend	cy Code:	902			Address:	450 SINCLAIR ST	
		Appro	priation Unit:	1004-2	21				
		ls bud availa	lget authority ble?:		Yes		City/State/Zip	RENO, NV 89501-2239	
		lf "No'	' please expl	ain: No	t Applicable		Contact/Phone: Vendor No.:	LEONARD LAFRANCE 77 PUR0005831	/5/772-2567
							NV Business ID:	NV20111538218	
		To wh	at State Fisc	al Year	(s) will the co	ntract be charged?	2022-2024		
		What the co	is the source Intractor will b	of fund be paid	ls that will be by multiple fu	used to pay the contra inding sources.	ctor? Indicate the pe	rcentage of each funding so	urce if
			General Fu	inds	0.00 %	Fees	0.00 %		
		Х	Federal Fu	nds ′	100.00 %	Bonds	0.00 %		
			Highway Fu		0.00 %	Other funding	0.00 %		
		Agend	cy Reference	#:	3608-24-GO	WINN			
	2.	Contra	act start date	:					
			ective upon I aminer's app		f No	or b. other effective	date 01/01/2022	2	
		A	Anticipated B	OE mee	eting date	10/2022			
		Retro	active?		No				
			s", please exp	olain					
			pplicable						
		Previo	ously Approve nation Date:	əd	09/23/2023				
		Contra	act term:		1 year and 2	70 days			
	4.		of contract:		Contract				
			act descriptio	n:	SANDI Tuiti	on			
	5.	Purpo	se of contrac	:t:					
		disloc	cated and ur	nderem	ployed work	iginal contract which ers, new job seekers, n \$70,000 to \$140,000	, and/or limited Eng	d fee support for the train lish proficient adults. This raining cohorts.	ing of s amendment
			RACT AME			. , . ,			
	0.	00111			••	Trans	\$ Info Acc	um \$ Action Accum	\$ Agenda
		1.	The max an contract:	nount of	f the original	\$70,000.0		•	. 0
		2.	Amount of c (#1):	current a	amendment	\$70,000.0	0 \$70,00	00.00 \$140,000.0	00 Yes - Action
		3.	New maxim amount:	um con	tract	\$140,000.0	0		
			and/or the te the original changed to:	contrac		09/29/202	3		
П.	Jl	JSTIF	ICATION						

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.	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?YesWas the 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. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other?									
	? ity and expertise to perform the work needed for this grant.								
	d. Last bid date: 12/01/2021								
10.	a. Does the contract contain any IT	•	Νο						
	b. Is the contract part of an IT inves \$50,000?	•	No						
III. C	OTHER INFORMATION								
11.	Is there an Indirect Cost Rate or Pe	ercentage Paid to the (Contractor?						
	No If "Yes", please provid	de the Indirect Cost Ra	ate or Percentage Paid to the Contractor						
	Not Applicable								
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of Ne	vada or will the contracted services be performed by a current						
	b. Was the contractor formerly emperformed by someone formerly en	bloyed by the State of I nployed by the State o	Nevada within the last 24 months or will the contracted services be f Nevada within the last 24 months?						
	c. Is the contractor employed by ar <u>No</u> If "Yes", please expla	•	subdivisions or by any other government?						
	Not Applicable								
13.	3. 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 <u>No</u> If "Yes", please provid	0	ate of Nevada?						
	Not Applicable								
15.	The contractor is registered with th Nevada Corporation	e Nevada Secretary of	f State's Office as a:						
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity Na	ame?						
17.	a. Does the contractor have a curre Yes	ent Nevada State Busi	ness License (SBL)?						
18.	a. Is the legal entity active and in g Yes	ood standing with the	Nevada Secretary of State's Office?						
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						

BOE Agenda Approval

dlenzner

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26832

										gal Entity me:	HELI	P of Southe	rn Nevad	da	
	Agenc	y Name:	DETR	- EMF	PLOYN	IENT	SECU	RITY	Co	ntractor Name:	HEL	P of South	ern Neva	ada	
	Agenc	y Code:	902						Ad	dress:	1640	E. Flamin	go Road		
	Approp	priation Unit:	4770-	11											
	ls budo availat	get authority ble?:			Yes				Cit	y/State/Zip	Las	Vegas, NV	89119		
	If "No"	please expla	ain: No	ot Appli	icable				Co	ntact/Phone:	Deni	se Gee 702	2-334-168	36	
									Ve	ndor No.:	T803	51170			
									N٧	' Business ID:	Dom	estic Non F	Profit		
		at State Fisca		· ·				0		23-2025					
	What is the cor	s the source ntractor will b	of func be paid	ds that by mu	will be Iltiple fu	used unding	to pay g sourc	the cont es.	tractor?	Indicate the pe	ercenta	ge of each	funding s	source if	
		General Fu	nds	0.00) %		Fee	es		0.00 %					
	Х	Federal Fur	nds	100.00)%		Bor	nds		0.00 %					
		Highway Fu	unds	0.00) %		Oth	er fundir	ng	0.00 %					
	Agenc	y Reference	#:	3671-	25-ES	D									
2.	Contra	ct start date:													
		ective upon E aminer's app		of	Yes	or	b. othe	er effectiv	/e date	NA					
		nticipated B		eting d	ate	11	/2022								
	Retroa	ctive?			No										
	If "Yes	", please exp	olain												
	Not Ap	pplicable													
3.	Termir	nation Date:		11/07	/2024										
	Contra	ict term:		2 yea	rs and	7 day	ys								
4.	Туре с	of contract:		Contr	ract										
	Contra	ct description	n:	Out o	of Scho	ol Yo	outh								
5.	Purpos	se of contrac	t:												
	This is and er	s a new cont nployment a	tract to and tra	o provi aining	ide out in higł	t-of-se n dem	chool and o	youth be ccupation	etween ons.	the ages of 1	6 and 2	24 with fina	incial we	ellness trair	ning
6.	NEW (CONTRACT													
	The ma	aximum amo	ount of	the cor	ntract f	or the	term o	of the cou	ntract is	s: \$249,280.00)				
J	USTIFI	CATION													
7.	What c	conditions rea	quire th	nat this	work	be dor	ne?								
	The W	orkforce Inno	ovative	and O)pportu	nity A	ct (WI	DA) emp	hasize second	services to outary credentials.	-of-sch	ool and dis	connecte	d youth, hig	h
8.	Explair	n why State e	emplov	ees in	vour a	aencv	v or oth	er State	agenci	es are not able	to do t	his work:			
	The De									ecialized assist			to assist	the unemple	oyed
9	Were	quotes or pro	nosals	solicit	ed?				Υe	S					
0.		ne solicitation	•			Purch	nasing		Ye	-					
			f vendo	ors tha	t were	solicit	ed to s	ubmit pr	oposal	s (include at lea	ast thre	e):			
	Amplif New H	y Education lorizons of Southern			·			·	•						

II.

b. Soliciation 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:07/22/2022Anticipated 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:

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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26845

	Contract Number.				
				Legal Entity Name:	EPATHUSA, INC.
	Agency Name:	DETR - NV EQUAL RIGH COMMISSION	TS	Contractor Name:	EPATHUSA, INC.
	Agency Code:	903		Address:	1075 JORDAN CREEK PKWY STE 295
	Appropriation Unit:				
	Is budget authority available?:	Yes		City/State/Zip	WEST DES MOINES, IA 50266-5602
	If "No" please expla	ain: Not Applicable		Contact/Phone:	Hari Nallure ext104 515-974-6778
				Vendor No.:	T29038415
				NV Business ID:	NV20161681685
	To what State Fisca	al Year(s) will the contract b	e charged?	2023-2026	
	What is the source		pay the contrac		rcentage of each funding source if
	General Fu		Fees	0.00 %	
	X Federal Fur	nds 100.00 %	Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Other funding	0.00 %	
	Agency Reference	#: #90DETR-S2073 3	676-26-NERC		
2	Contract start date:				
	a. Effective upon E		other effective of	date: NA	
	Examiner's appr				
	Anticipated BC	DE meeting date 11/2	022		
	Retroactive?	No			
	If "Yes", please exp	blain			
	Not Applicable				
3.	Termination Date:	10/31/2025			
3.	Termination Date: Contract term:	10/31/2025 3 years			
	Contract term:				
		3 years Contract	n		
4.	Contract term: Type of contract: Contract description	3 years Contract n: Web Monderization	n		
4.	Contract term: Type of contract: Contract description Purpose of contract	3 years Contract n: Web Monderization		em to streamline c	omplaint processing
4. 5.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont	3 years Contract n: Web Monderization		em to streamline c	omplaint processing.
4. 5.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT	3 years Contract n: Web Monderization t: tract to provide a case ma	nagement syst		omplaint processing.
4. 5.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo	3 years Contract n: Web Monderization t: tract to provide a case ma ount of the contract for the te	nagement syst	act is: \$470,276.36	
4. 5. 6.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay	3 years Contract n: Web Monderization t: tract to provide a case ma	nagement syst	act is: \$470,276.36	
4. 5. 6.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo	3 years Contract n: Web Monderization t: tract to provide a case ma ount of the contract for the te	nagement syst	act is: \$470,276.36	
4. 5. 6.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay	3 years Contract n: Web Monderization t: tract to provide a case ma ount of the contract for the te	erm of the contra	act is: \$470,276.36	
4. 5. 6. JI 7.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions rec The current NERC	3 years Contract M: Web Monderization t: tract to provide a case man ount of the contract for the te ment: As invoiced by the Co quire that this work be done Case Management system	erm of the contra ontractor and ap ? requires upgrad	act is: \$470,276.36 proved by the State.	
4. 5. 6. JI 7.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions red The current NERC integration of Equal	3 years Contract m: Web Monderization t: tract to provide a case ma ount of the contract for the te ment: As invoiced by the Co quire that this work be done Case Management system lity Data for user enhancem	erm of the contra ontractor and ap ? requires upgrad	act is: \$470,276.36 proved by the State. les and enhancemer	nts to better serve the population of users;
4. 5. 6. JI 7.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions rec The current NERC integration of Equal Explain why State e	3 years Contract M: Web Monderization t: tract to provide a case man ount of the contract for the te ment: As invoiced by the Co quire that this work be done Case Management system lity Data for user enhancem	erm of the contra ontractor and ap ? requires upgrad eents. or other State ag	act is: \$470,276.36 proved by the State. les and enhancemer encies are not able t	nts to better serve the population of users;
4. 5. 6. JI 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions red The current NERC integration of Equal Explain why State e Due to projects of a	3 years Contract m: Web Monderization t: tract to provide a case ma ount of the contract for the te ment: As invoiced by the Co quire that this work be done Case Management system lity Data for user enhancem employees in your agency of a greater critical nature require	erm of the contra ontractor and ap ? requires upgrad eents. or other State ag	act is: \$470,276.36 proved by the State. les and enhancemer encies are not able t attention, DETR's IT	nts to better serve the population of users;
4. 5. 6. JI 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions red The current NERC integration of Equal Explain why State e Due to projects of a	3 years Contract M: Web Monderization t: tract to provide a case man ount of the contract for the te ment: As invoiced by the Co quire that this work be done Case Management system lity Data for user enhancem employees in your agency of a greater critical nature requi- posals solicited?	anagement syst erm of the contra ontractor and ap ? requires upgrad ents. or other State ag iring immediate	act is: \$470,276.36 proved by the State. les and enhancemer <u>encies are not able t</u> attention, DETR's IT Yes	nts to better serve the population of users;
4. 5. 6. JI 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions red The current NERC integration of Equal Explain why State e Due to projects of a	3 years Contract m: Web Monderization t: tract to provide a case ma ount of the contract for the te ment: As invoiced by the Co quire that this work be done Case Management system lity Data for user enhancem employees in your agency of a greater critical nature require	anagement syst erm of the contra ontractor and ap ? requires upgrad ents. or other State ag iring immediate	act is: \$470,276.36 proved by the State. les and enhancemer encies are not able t attention, DETR's IT	nts to better serve the population of users;
4. 5. 6. JI 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions red The current NERC integration of Equal Explain why State e Due to projects of a Were quotes or pro Was the solicitation Division?	3 years Contract Meb Monderization t: t: tract to provide a case man ount of the contract for the teament: As invoiced by the Contract for the teament: As invoiced by the Contract for the teament: As invoiced by the Contract for user enhancement (a greater critical nature requires the contract for user enhancement) a greater critical nature requires the contract for the teament of the contract for the teament of the contract for the teament: As invoiced by the Contract for the teament of the contract for the teament of the contract for user enhancement	erm of the contra ontractor and ap ?? requires upgrad eents. or other State ag iring immediate sing	act is: \$470,276.36 proved by the State. les and enhancemer <u>encies are not able t</u> <u>attention, DETR's IT</u> Yes Yes	nts to better serve the population of users; to do this work: Division is unable to assist at this time.
4. 5. 6. JI 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions red The current NERC integration of Equal Explain why State e Due to projects of a Were quotes or pro Was the solicitation Division?	3 years Contract M: Web Monderization t: tract to provide a case man ount of the contract for the te ment: As invoiced by the Co quire that this work be done Case Management system lity Data for user enhancem employees in your agency of a greater critical nature requi- posals solicited?	erm of the contra ontractor and ap ?? requires upgrad eents. or other State ag iring immediate sing	act is: \$470,276.36 proved by the State. les and enhancemer <u>encies are not able t</u> <u>attention, DETR's IT</u> Yes Yes	nts to better serve the population of users; to do this work: Division is unable to assist at this time.

b. Soliciation Waiver: Not Applicable

BOE

II.

Pursual	nt to RFP #9	ntractor chosen in pre 00DETR-S2073, and ved and deemed acc	in accordance w	vith NRS 333	, the selected vendor was the sole proposer. The independently appointed evaluation committee.		
d. Last	oid date:	07/20/2022	Anticipated r	e-bid date:	07/20/2022		
10. a. Does	the contract	t contain any IT com	ponents?	Yes			
	b. Is the contract part of an IT investment project over Yes \$50,000?						
III. OTHER	INFORMA	TION					
11. Is there	an Indirect	Cost Rate or Percent	age Paid to the	Contractor?			
No	lf "Yes	", please provide the	Indirect Cost R	ate or Percer	ntage Paid to the Contractor		
Not App	licable						

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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 Ap	provals.

User	Signature Date
mmercer	09/23/2022 15:27:08 PM
mseibert	09/23/2022 15:44:02 PM
cedlefse	09/26/2022 07:12:12 AM
llarki1	09/28/2022 10:17:19 AM
ljean	09/28/2022 14:19:22 PM
dlenzner	10/11/2022 16:37:18 PM
dlenzner	10/11/2022 16:37:22 PM
Pending	
	mmercer mseibert cedlefse Ilarki1 Ijean dlenzner dlenzner

SENI OF THE OF T

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

MEMORANDUM

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.

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26792

						Legal Entity Name:	Allison MacKenzie, Ltd.
	Agency Name:		ICENSING	BOARD	S &	Contractor Name:	Allison MacKenzie, Ltd.
	Agency Code:	BDC				Address:	402 North Division Street
	Appropriation Unit:	B008 -					
	Is budget authority available?:		Yes			City/State/Zip	Carson City, NV 89703
	If "No" please expla	ain: No	t Applicable	9		Contact/Phone: Vendor No.: NV Business ID:	Chris MacKenzie, Esq. 775/687-0202 T29038945 NV19781001597
	To what State Fisca	al Vear((s) will the c	ontract h	e charged?	2023-2027	1019701001397
		of fund	s that will b	e used to	pay the contrac		rcentage of each funding source if
	General Fu	•	0.00 %	X	Fees	100.00 % Licens	sure
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %		Other funding	0.00 %	
2.	Contract start date:						
	a. Effective upon E Examiner's appr	Board of	f No	or b.	other effective of	date 01/01/2023	3
	Anticipated BC		eting date	11/2	022		
	Retroactive?		No				
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date:		12/31/2026	5			
	Contract term:		4 years				
4.	Type of contract:		Contract				
	Contract description	n:	Legal Serv	/ices			
5.	Purpose of contract	t:					
	This is a new cont administrative hea	tract to arings,	provide or legislative	ngoing le assista	egal services in nce, board mee	ncluding representating counsel, and l	ation in lawsuits, disciplinary actions, egal advice.
6.	NEW CONTRACT						
	The maximum amo	ount of t	he contract	for the te	erm of the contra	act is: \$660,000.00	
	Payment for service	es will b	be made at	the rate of	of \$325.00 per H	lour	
	Other basis for pay	ment: 4	Year Cont	ract not t	o exceed \$165,0	000 per year)	
J	USTIFICATION						
7.	What conditions rec						
	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 e	employe	ees in your	agency o	or other State ag	encies are not able t	to do this work:
	The Board's staff do need for the continu	oes not uity of s	have legal ervices pro	expertise vided by	e. Legal services the current vence	s to be provided reg dor.	arding a specific knowledge of area and a
9.	Were quotes or pro	posals	solicited?			No	
	Was the solicitation Division?	ı (RFP)	done by th	e Purcha	sing	No	
	a. List the names of	f vendo	ors that were	e solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable						

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

c. Why was this contractor c	hosen in preference to other?	
d. Last bid date:	Anticipated re-bid date:	

10. a. Does the contract contain any IT components?Nob. Is the contract part of an IT investment project overNo\$50,000?No

III. OTHER INFORMATION

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

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

Not Applicable

No

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

No

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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26873

						Legal Entity Name:	Kandt Law, PLLC
	Agency Name:	cy Name: BDC LICENSING BOARDS & COMMISSIONS			S &	Contractor Name:	Kandt Law, PLLC
	Agency Code:	BDC				Address:	1329 U.S. Highway 395 N
	Appropriation Unit:	B022	- All Catego	ories			Ste.10-121
	Is budget authority available?:		Yes			City/State/Zip	Gardnerville, NV 89410
	If "No" please expla	ain: No	t Applicable			Contact/Phone: Vendor No.:	Brett Kandt 775-232-1896
						NV Business ID:	NV20222586267
	To what State Fisca	al Year	(s) will the c	ontract b	e charged?	2023-2025	
		of func	s that will be	e used to	pay the contract		rcentage of each funding source if
	General Fur	-	0.00 %	x	Fees	100.00 % Licens	sure
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %		Other funding	0.00 %	
\mathbf{r}	Contract start date:				0		
۷.	a. Effective upon B Examiner's appr	Board c	of No	or b.	other effective of	date 11/30/2022	2
	Anticipated BC		eting date	11/2	022		
	Retroactive?		No				
	If "Yes", please exp	olain					
	Not Applicable						
2	Termination Date:		11/29/2024				
з.	Contract term:		2 years				
4.	Type of contract: Contract descriptior	n.	Contract Employee	Contrac	t		
F	Purpose of contract				-		
5.	This is a new cont		provide le	gal coui	nsel and hearin	g officer services.	
6.	NEW CONTRACT The maximum amo	unt of	the contract	for the te	erm of the contra	act is: \$200,000.00	
	Payment for service	es will l	be made at t	the rate of	of \$86.50 per Ho	our	
J	USTIFICATION						
7.	What conditions rec	quire th	at this work	be done	?		
	Contractor will supp drafting regulatory u NRS 639.081.	port the update	e Nevada Sta s, addressin	ate Boar g legisla	d of Pharmacy b tive matters, and	by prosecuting admin d may be appointed	istrative hearings, litigating lawsuits, to serve as a hearing officer, pursuant to
8.	Explain why State e	employ	ees in your	agency o	or other State ag	encies are not able t	to do this work:
	Mr. Kandt has 25 ye concerning the Boa	ears of ard of P	experience harmacy&#	as an at 65533;s	torney for the St operations whic	tate of Nevada as we h is not possessed b	ell as unique institutional knowledge by other current employees.
9.	Were quotes or pro	posals	solicited?			No	
	Was the solicitation Division?	•		e Purcha	sing	No	
	a. List the names of	f vendo	ors that were	e solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable						
	b. Soliciation Waive	er: Pro f	fessional S	ervice (A	As defined in N	AC 333.150)	

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

d. Last bid date:	Anticipated re-b	id date:
10. a. Does the contract contain any IT	components?	No
b. Is the contract part of an IT inves	tment project over	No

III. OTHER INFORMATION

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

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

Not Applicable

\$50,000?

1

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

No

b. Was the contractor formerly employed by the State of Nevada within the 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?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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

- 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	V. Brett Kandt				
Former Employee ID Number:	Der: 0088					
Former Job Title:	e: 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					

	Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee.						
	commuter is whith a former blate employee (contractor) of a temployment 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.						
	Summarize scope of contract work.						
Α	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.						
	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:						
B	• 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						
D	 Providing day-to-day legal advice to Board members and employees on matters over which the Board has supervision, control, jurisdiction or advisory power 						
	o Drafting and reviewing legal papers and correspondence						
	 Preparing and prosecuting disciplinary actions 						
	o Representing the Board in all legal proceedings						

	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 							
С	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?							
	Yes. Mr. Kandt has specialized knowledge of agency operations from his prior experience as General Counsel for the Nevada State Board of Pharmacy.							
	Explain why existing State employees within your agency cannot perform this function.							
D	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.							
E	Document if the individual overseeing or establishing the contract is related to the contractor. If so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.							
	No, the Contract was prepared by Assistant General Counsel, Peter Keegan and Board Executive Secretary, J. David Wuest.							
_	List contractors' hourly rate.							
F	F \$86.50							
-	List the range of comparable State employee rates.							
G	General Counsel – Grade 50 - \$100,161-\$152,424 (\$47.97-\$73.00)							
	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?							
H	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.							
	Document justification for hiring contractor.							
Ι	As General Counsel, Mr. Kandt currently has pending litigation, legislative, and regulatory duties which he is uniquely suited to complete.							
	Will the employee be collecting PERS at any time during the contract?							
J	Yes.							
	What is the duration of the contract with the former employee? (Include start and end date)							
К	Two years – November 30, 2022 to November 29, 2024							
T	Will the former employee be working full time or part time? If part time, how many hours?							
L	Not to exceed more than 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).							

Revised: January 2020

Comments -- Provide any additional comments:

Approval for Authorization to Contract with a Former Employee:

gency Head Authorizing Request re of

10/4/22 Date

Date

Date

Date

Purchasing Administrator Signature (if a Statewide Contract)

Budget Analyst Signature

Clerk of the Board of Examiners Signature

Page 4 of 4

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS			
						AND/OR EMPLOYEES			
		VARIOUS STATE AGENCIES	A PLACE OF GRACE COUNSELING & CONSULTING, LLC	OTHER: VARIOUS AGENCIES	\$2,300,000				
1.		This is a new contract to worker services.	This is a new contract to provide ongoing case management, mental health, rehabilitation, and social						
	Description:	Term of Contract:	Upon Approval - 12/31/2026	Contract # 26847					
		VARIOUS STATE AGENCIES	SERVICES, LLC	OTHER: VARIOUS AGENCIES	\$3,000,000				
2.		This is a new contract to programs, and early inter	vention services.	ehavioral analysis, autis	sm treatment	assistance			
	Description:	Term of Contract:	Upon Approval - 12/31/2026	Contract # 26848					
		VARIOUS STATE AGENCIES	BEHAVIOR EVOLUTION	OTHER: VARIOUS AGENCIES	\$10,000,000				
3.	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					
		VARIOUS STATE AGENCIES	CARING HEARTS CARE HOME, LLC	OTHER: VARIOUS AGENCIES	\$300,000				
4.	Contract Description:		provide ongoing group ho Upon Approval - 12/31/2026	me services. Contract # 26850					
_		VARIOUS STATE AGENCIES	FUTURE BUILDERS OF AMERICA DBA INNOVATIVE HEALTH AND WELLNESS	OTHER: VARIOUS AGENCIES	\$2,200,000				
5.	Contract	This is a new contract to rehabilitation, and substa			therapy, mer	tal health,			
	Description:	Term of Contract:	Upon Approval - 12/31/2026	Contract # 26841					
		VARIOUS STATE AGENCIES	GSEVEN, LLC	OTHER: VARIOUS AGENCIES	\$5,800,000				
6.	Contract	care services.	provide ongoing assisted	living, group home, resi	dential provic	er, and respite			
	Description:	Term of Contract:	Upon Approval - 09/30/2026	Contract # 26655	¢4 500 000				
7		VARIOUS STATE AGENCIES This is a pow contract to	LINDA M. JAMES	OTHER: VARIOUS AGENCIES	\$1,500,000				
7.	Contract Description:		provide ongoing case mai Upon Approval - 09/30/2026	Contract # 26773					

MASTER SERVICE AGREEMENT SUMMARY

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE		EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES			
		VARIOUS STATE AGENCIES	MAKING WAVES		\$1,000,000				
8.			AUTISM CENTER, LLC provide ongoing applied b		ces				
	Contract		Upon Approval -						
	Description:	Term of Contract:	12/31/2026	Contract # 26849					
		VARIOUS STATE	MELANIE OCAMPO,	OTHER:	\$600,000				
		AGENCIES	DNP PROF, LLC	VARIOUS AGENCIES					
9.	Contract		provide ongoing mental he	ealth and psychiatry ser	vices.				
	Description:		Upon Approval -	0					
		Term of Contract:	06/30/2026	Contract # 26395	<u> </u>				
		VARIOUS STATE	SIMPLE BEHAVIOR		\$1,500,000				
		AGENCIES	-	VARIOUS AGENCIES	oution troots				
10.	Contract Description:	program services.	provide ongoing applied b	enavioral analysis and a	autism treatm	ient assistance			
			Upon Approval -						
		Term of Contract:	09/30/2026	Contract # 26770					
		VARIOUS STATE	SHARI ROESELER DBA	OTHER:	\$2,400,000)			
		AGENCIES	SOCIETY FOR THE BLIND	VARIOUS AGENCIES					
11.		This is a new contract to provide ongoing assistive technology, support for the blind and visually							
		•	ployment, and job develop	oment services.					
	Description:		Upon Approval -	O a ustana ata // 05757					
		Term of Contract: VARIOUS STATE	01/31/2026 SILVER STATE, ABA,	Contract # 25757 OTHER:	\$1,500,000				
		AGENCIES	LLC DBA GINGERLY	VARIOUS AGENCIES	φ1,500,000				
		AGENGIEG	THERAPY						
12.		This is a new contract to	provide ongoing applied b	ehavioral analysis and a	autism treatm	ent assistance			
		program services.							
	Description:	· · · ·	Upon Approval -						
		Term of Contract:	06/30/2026	Contract # 26771					
		VARIOUS STATE	THERAPLAY	OTHER:	\$3,500,000				
		AGENCIES	SOLUTIONS, LLC	VARIOUS AGENCIES					
13.			provide ongoing case mai	. .	ntion, speech	pathology,			
		therapy, counseling, and	physical therapy services	•					
	Description:	Tama at Oantra at	Upon Approval -	O a m tras at // 00774					
		Term of Contract:	09/30/2026	Contract # 26774					

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26847

					Legal Entity Name:	A PLACE OF GRACE COUNSELING & CONSULTING, LLC
		ISA MAST AGREEME	TER SERVICE	1	Contractor Name:	A PLACE OF GRACE COUNSELING & CONSULTING, LLC
	Agency Code: N	/ISA			Address:	6545 S. Fort Apache RD.
	Appropriation Unit: 9	999 - All C	Categories			STE. 135-105
	Is budget authority available?:		Yes		City/State/Zip	Las Vegas, NV 89148
	If "No" please explain	n: Not App	olicable		Contact/Phone:	Valerie Tines-Braggs 702-203-1964
					Vendor No.:	T32012760
					NV Business ID:	NV20131424530
	To what State Fiscal	Year(s) wi	ill the contract	be charged?	2023-2027	
	What is the source of the contractor will be				ctor? Indicate the per	rcentage of each funding source if
	General Func	ds 0.0	0 %	Fees	0.00 %	
	Federal Fund	ls 0.0	0 %	Bonds	0.00 %	
	Highway Fund	ds 0.0	0% X	Other funding	100.00 % Variou	us Agencies
	Agency Reference #:		37-RV	Ũ		C
r	Contract start date:					
	a. Effective upon Bo Examiner's approv		Yes or b	o. other effective of	date: NA	
	Anticipated BOE		date 11/	2022		
	Retroactive?		No			
	If "Yes", please expla	ain				
	Not Applicable					
3.	Termination Date:	12/3	1/2026			
0.	Contract term:		ars and 61 da	VS		
1		MSA		j -		
4.	Type of contract: Contract description:		v ct Client Srvc	c .		
_	·	Dife		3		
5.	Purpose of contract:					
	services.	act to prov	vide ongoing	case manageme	ent, mental health, r	rehabilitation, and social worker
6.	NEW CONTRACT					
	The maximum amour	nt of the co	ontract for the	term of the contra	act is: \$2,300,000.0	0
J	USTIFICATION					
7.	What conditions requ	uire that thi	s work be don	e?		
	The agency does not				vices.	
0	Explain why State en					to do this work:
0.	This is a specialized					
~						
9.	Were quotes or propo			:	No	
	Was the solicitation (Division?		-	-	Yes	
	a. List the names of w	vendors the	at were solicite	ed to submit prop	osals (include at leas	st three):
	b. Soliciation Waiver:					
	c. Why was this contr	ractor chos	sen in preferer	ICE TO OTHER?		

	This vendor was selected as	part of a multi	award solicitation 99SW	C-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 a	any IT compon	ents? No				
	b. Is the contract part of an IT \$50,000?	investment pr	oject over No				
III. C	OTHER INFORMATION						
11.	. Is there an Indirect Cost Rate	or Percentage	Paid to the Contractor?				
		provide the Inc	lirect Cost Rate or Perce	entage Paid to the Contractor			
	Not Applicable						
12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 						
	b. Was the contractor formerl performed by someone forme No	y employed by rly employed b	the State of Nevada wit by the State of Nevada w	hin the last 24 months or will the contracted services be vithin the last 24 months?			
	c. Is the contractor employed	by any of Neva	ada's political subdivisio	ns or by any other government?			
	No If "Yes", please	explain					
	Not Applicable						
13.	. Has the contractor ever been No If "Yes", specify	when and for v	which agency and indica	agency? te if the quality of service provided to the identified			
	agency has bee Not Applicable	II VEIIIEU do Sa					
14	. Is the contractor currently inve	olved in litigatio	on with the State of Nev	ada?			
14.	•	0		s supporting approval of the contract:			
	Not Applicable		y				
15.	. The contractor is registered w LLC	vith the Nevada	a Secretary of State's Of	fice as a:			
16.	a. Is the Contractor Name the Yes	same as the l	egal Entity Name?				
17.	7. a. Does the contractor have a current Nevada State Business License (SBL)? Yes						
18.	. a. Is the legal entity active an Yes	d in good stand	ding with the Nevada Se	cretary of State's Office?			
19.	Agency Field Contract Monito	or:					
20.	. Contract Status:						
	Contract Approvals:						
	Approval Level	User	•	nature Date			
	Budget Account Approval			0/2022 13:18:59 PM			
	Division Approval	ldeload Ideload		0/2022 13:19:02 PM 0/2022 13:19:04 PM			
	Department Approval Contract Manager Approv			0/2022 13.19.04 PM 0/2022 16:00:39 PM			
	Budget Analyst Approval	laaron		1/2022 13:37:57 PM			
	BOE Agenda Approval	laaron		1/2022 13:38:00 PM			
	BOE Final Approval	Pendir					

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26848

		20040	,				
						Legal Entity Name:	Aspire Behavioral Services, LLC
	Agency Name:		MASTER SEI EEMENTS	RVICE		Contractor Name:	Aspire Behavioral Services, LLC
	Agency Code:	MSA				Address:	7260 W. Azured Dr.
	Appropriation Unit:	9999	- All Categor	ies			Suite 140-447
	Is budget authority available?:		Yes			City/State/Zip	Las Vegas, NV 89139
	If "No" please expla	ain: No	ot Applicable			Contact/Phone:	Lisa S. Ruiz-Lee 702-265-8436
						Vendor No.:	T32013148
						NV Business ID:	NV20222409372
	To what State Fisca	al Year	(s) will the co	ntract b	e charged?	2023-2027	
	What is the source the contractor will b					ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds	0.00 %		Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %	Х	Other funding	100.00 % Variou	us Agencies
	Agency Reference	#:	S1737-RV		-		
2	Contract start date:						
	a. Effective upon E		of Yes	or h	other effective of	date: NA	
	Examiner's appr			0. 0.			
	Anticipated BC	DE me	eting date	11/2	022		
	Retroactive?		No				
	If "Yes", please exp	lain					
	Not Applicable						
3.	Termination Date:		12/31/2026				
	Contract term:		4 years and	61 day	'S		
4.	Type of contract:		MSA				
	Contract description	n:	Direct Clien	t Srvcs	;		
5.	Purpose of contract	t:					
	This is a new cont early intervention	ract to servic	o provide ong es.	going a	pplied behavio	ral analysis, autisn	n treatment assistance programs, and
6.	NEW CONTRACT						
		unt of	the contract fo	or the te	erm of the contra	act is: \$3,000,000.0	0
J	USTIFICATION						
7.	What conditions rec	quire th	nat this work b	e done	?		
	The agency does n	ot hav	e the personn	el to pe	rform these serv	vices.	
8.	Explain why State e	employ	ees in your a	gency c	or other State ag	encies are not able t	to do this work:
	This is a specialized	d servi	ce that require	es spec	ially trained indi	viduals to provide th	ese services.
9.	Were quotes or pro	posals	solicited?			No	
	Was the solicitation Division?	(RFP)) done by the	Purcha	sing	Yes	
	a. List the names of	f vendo	ors that were	solicited	d to submit prop	osals (include at leas	st three):
	b. Soliciation Waive						
	c. Why was this cor	ntracto	r chosen in pr	eferenc	ce to other?		

	This vendor was selected a	s part of a mu	ulti award solicitation 99SV	/C-S1737 to provide various direct client services.			
	d. Last bid date: 12/0	01/2021	Anticipated re-bid date:	06/01/2025			
10.	a. Does the contract contair	n any IT comp	conents? No)			
	b. Is the contract part of an \$50,000?	IT investmen	t project over No				
III. C	OTHER INFORMATION						
11.	Is there an Indirect Cost Ra	te or Percent	age Paid to the Contractor	?			
	No If "Yes", pleas	e provide the	Indirect Cost Rate or Perc	entage Paid to the Contractor			
	Not Applicable						
12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 						
	b. Was the contractor forme performed by someone form No	erly employed nerly employe	by the State of Nevada w by the State of Nevada	thin the last 24 months or will the contracted services be within the last 24 months?			
	c. Is the contractor employe	d by any of N	levada's political subdivisio	ons or by any other government?			
	No If "Yes", pleas	e explain					
	Not Applicable						
13.	Has the contractor ever bee	00		C			
	No If "Yes", speci agency has be	fy when and f en verified as	or which agency and indic s satisfactory:	ate if the quality of service provided to the identified			
	Not Applicable						
14.	Is the contractor currently ir	volved in litig	ation with the State of Nev	vada?			
	•			ts supporting approval of the contract:			
	Not Applicable						
15.	The contractor is registered	with the Nev	ada Secretary of State's O	ffice as a:			
16.	a. Is the Contractor Name the Yes	he same as th	ne legal Entity Name?				
17.	a. Does the contractor have Yes	a current Ne	vada State Business Licer	nse (SBL)?			
18.	a. Is the legal entity active a Yes	and in good st	tanding with the Nevada S	ecretary of State's Office?			
19.	Agency Field Contract Mon	itor:					
20.	Contract Status:						
	Contract Approvals:						
	Approval Level	Use	0	nature Date			
	Budget Account Approv			10/2022 13:13:07 PM			
	Division Approval Department Approval			10/2022 13:13:21 PM 10/2022 13:13:24 PM			
	Contract Manager Appr			10/2022 16:01:34 PM			
	Budget Analyst Approva			11/2022 14:00:50 PM			
	BOE Agenda Approval	laai		11/2022 14:00:53 PM			
	BOE Final Approval	Per	nding				

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26846

T. Contract Number:	20840					
		Leg Nar	jal Entity ne:	BEHAVIOR EVOLUTION		
Agency Name:	MSA MASTER SERVICE AGREEMENTS	Cor	ntractor Name:	BEHAVIOR EVOLUTION		
Agency Code:	MSA	Ado	dress:	1100 NORMAN AVE		
• •	9999 - All Categories					
Is budget authority available?:	Yes	City	//State/Zip	LAS VEGAS, NV 89104		
If "No" please exp	ain: Not Applicable		ntact/Phone: ndor No.:	LAUREN BEATTIE 702-275-1418 T32013010		
		NV	Business ID:	NV20201926382		
	al Year(s) will the contract be	•	23-2027			
	of funds that will be used to be paid by multiple funding s		Indicate the per	rcentage of each funding source if		
General Fu	inds 0.00 %	Fees	0.00 %			
Federal Fu	nds 0.00 %	Bonds	0.00 %			
Highway F Agency Reference		Other funding 1	00.00 % VARIC	OUS AGENCIES		
2. Contract start date						
a. Effective upon Examiner's app	Board of Yes or b.	other effective date:	NA			
	OE meeting date 11/20)22				
Retroactive?	Νο					
If "Yes", please ex	plain					
Not Applicable						
3. Termination Date:	12/31/2026					
Contract term:	4 years and 61 days	5				
4. Type of contract:	MSA					
Contract description	on: Direct Client Srvcs					
5. Purpose of contract	ot:					
This is a new cor programs, behav	tract to provide ongoing se oral support, employment	ervices for applied support, pre-emplo	behavioral ana syment, and su	Ilysis, autism treatment assistance pportive living arrangements.		
6. NEW CONTRACT						
	ount of the contract for the te	rm of the contract is:	\$10,000,000.	00		
JUSTIFICATION						
7. What conditions re	quire that this work be done	?				
	not have the personnel to per					
	employees in your agency o					
This is a specialize	ed service that requires speci	ally trained individua	als to provide the	ese services.		
9. Were quotes or pr	oposals solicited?	No)			
Was the solicitatio Division?	n (RFP) done by the Purchas	sing Yes	6			
a. List the names of vendors that were solicited to submit proposals (include at least three):						
a. List the names	of vendors that were solicited	to submit proposals	(include at leas	st three):		
	of vendors that were solicited	to submit proposals	(include at leas	st three):		

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

	This vendor was selected as p	part of a multi awa	ard solicitation 99SWC	C-S1737 to provide various direct client services.			
	d. Last bid date: 12/01/	/2021 An	ticipated re-bid date:	06/01/2025			
10.	a. Does the contract contain a	iny IT component	s? No				
	b. Is the contract part of an IT \$50,000?	investment proje	ct over No				
III. C	OTHER INFORMATION						
11.	. Is there an Indirect Cost Rate	or Percentage Pa	aid to the Contractor?				
	No If "Yes", please p	provide the Indire	ct Cost Rate or Percer	ntage Paid to the Contractor			
	Not Applicable						
12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 						
	b. Was the contractor formerly performed by someone forme No	remployed by the reployed by the reployed by the remployed by the rempl	e State of Nevada with he State of Nevada wi	in the last 24 months or will the contracted services be thin the last 24 months?			
	c. Is the contractor employed	by any of Nevada	a's political subdivision	s or by any other government?			
	No If "Yes", please e	explain					
	Not Applicable						
13.	. Has the contractor ever been No If "Yes", specify	when and for whi	ch agency and indicate	gency? e if the quality of service provided to the identified			
	agency has been	n verified as satis	factory:				
	Not Applicable						
14.	. Is the contractor currently invo	•					
	No If "Yes", please p Not Applicable		the inigation and facts	supporting approval of the contract:			
15.	. The contractor is registered w	ith the Nevada S	ecretary of State's Offi	ce as a:			
16.	a. Is the Contractor Name the Yes	same as the lega	al Entity Name?				
17.	7. a. Does the contractor have a current Nevada State Business License (SBL)? Yes						
18.	. a. Is the legal entity active and Yes	d in good standing	g with the Nevada Sec	retary of State's Office?			
19.	. Agency Field Contract Monito	r:					
20.	. Contract Status:						
	Contract Approvals:						
	Approval Level	User	•				
	Budget Account Approval	Ideloach		0/2022 13:17:02 PM			
	Division Approval Department Approval	ldeloach Ideloach)/2022 13:17:04 PM)/2022 13:17:07 PM			
	Contract Manager Approv)/2022 16:00:22 PM			
	Budget Analyst Approval	laaron		1/2022 13:50:23 PM			
	BOE Agenda Approval	laaron		1/2022 13:50:27 PM			
	BOE Final Approval	Pending					

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26850

1. Contract Number.	20030			
			Legal Entity Name:	CARING HEARTS CARE HOME, LLC
Agency Name:	MSA MASTER SER AGREEMENTS	VICE		CARING HEARTS CARE HOME, LLC
Agency Code:	MSA		Address:	64 N PEARL ST
U ,	9999 - All Categori	es		
Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89110-4330
If "No" please expla	ain: Not Applicable		Contact/Phone:	Lucky Archie Guy 702-437-8448
			Vendor No.:	T32006495
			NV Business ID:	NV20031151250
To what State Fisc	al Year(s) will the cor	ntract be charged?	2023-2027	
	of funds that will be up be paid by multiple fur		ctor? Indicate the pe	rcentage of each funding source if
General Fu	nds 0.00 %	Fees	0.00 %	
Federal Fu	nds 0.00 %	Bonds	0.00 %	
Highway Fu	unds 0.00 %	X Other funding	100.00 % Variou	us Agencies
Agency Reference	#: \$1737-RV			
2. Contract start date:				
a. Effective upon E Examiner's app		or b. other effective	date: NA	
	OE meeting date	11/2022		
Retroactive?	No			
If "Yes", please exp	plain			
Not Applicable				
3. Termination Date:	12/31/2026			
Contract term:	4 years and	61 days		
4. Type of contract:	MSA	-		
Contract descriptio	-	Srvcs		
5. Purpose of contract				
		oing group home se	rvices.	
6. NEW CONTRACT	· · ·			
	ount of the contract fo	r the term of the contr	act is: \$300 000 00	
JUSTIFICATION				
7. What conditions re-	quire that this work be	e done?		
The agency does n	ot have the personne	el to perform these ser	vices.	
8. Explain why State	employees in your ag	ency or other State ac	gencies are not able	to do this work:
This is a specialize	d service that require	s specially trained ind	lividuals to provide th	ese services.
9. Were quotes or pro	posals solicited?		No	
Was the solicitatior Division?	n (RFP) done by the F	Purchasing	Yes	
a. List the names o	f vendors that were s	olicited to submit prop	oosals (include at lea	st three):
b. Soliciation Waive	er: Not Applicable			
	ntractor chosen in pre	eference to other?		
			99SWC-S1737 to pro	ovide various direct client services.

10. a. Does the contract contain any IT components? No b. B. the contract price of an IT investment project over No It is there an indirect Cost Rate or Percentage Paid to the Contractor No 1.1 Is there an indirect formerly employed of the State of Nevada within the last 24 months? No It is the contractor ormplayed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain Not for Yes', specify when and for which agency? Yes If "Yes", please explain Not Applicable 1.1. Is the contractor or even been engaged under contract by any State agency? Yes If "Yes", please provide datails of the litigation and facts suppo		d. Last bid date:	12/01/2021	Anticipated re-bid	date:	06/01/2025				
11. Is there an indirect Cost Rate or Percentage Paid to the Contractor? No If "Vest", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable	10.	b. Is the contract part of			-					
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable	III. C	III. OTHER INFORMATION								
Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No 13. Has the contractor ever been engaged under contract by any State agency? Yes If "Yes", please explain Not Applicable 13. Has the contractor currently involved in thigation with the State of Nevada? Multiple Agencies, Agencies are satisfied. 14. Is the contractor currently involved in thigation with the State of Nevada? No If "Yes", please provide details of the litigation and facts supporting approval of the contract: No If "Yes", please provide details of the litigation and facts supporting approval of the contract: It. Is the contractor have a current Nevada State Business License (SBL)? Yes 13. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes 14. Stee contractor have a current Nevada State Business License (SBL)? Yes	11.			•						
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No No c. Is the contractor employed by any of Nevada's political subdivisions or 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 Name the same as the legal Entity Name? Yes 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes 18. 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 Approval Ideloach Division 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:	12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? 								
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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 Iaaron 10/11/2022 12:47:52 PM	18.									
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BOE Final Approval Pending		• • • •			10/11	/2022 12.77.071 11				

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26841

		Legal Entity Name:	FUTURE BUILDERS OF AMERICA
Agency Name: MSA MASTER SERVICI AGREEMENTS	E	Contractor Name:	FUTURE BUILDERS OF AMERICA DBA INNOVATIVE HEALTH AND WELLNESS
Agency Code: MSA		Address:	3075 E FLAMINGO RD
Appropriation Unit: 9999 - All Categories			SUITE 118
Is budget authority Yes available?:		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	•	2023-2027	
What is the source of funds that will be used the contractor will be paid by multiple funding	to pay the contrac sources.	ctor? Indicate the per	rcentage of each funding source if
General Funds 0.00 %	Fees	0.00 %	
Federal Funds 0.00 %	Bonds	0.00 %	
Highway Funds 0.00 % X	Other funding	100.00 % Variou	us Agencies
Agency Reference #: S1737-RV			
2. Contract start date:			
a. Effective upon Board of Yes or I Examiner's approval?	b. other effective of	date: NA	
	/2022		
Retroactive? No			
If "Yes", please explain			
Not Applicable			
3. Termination Date: 12/31/2026			
Contract term: 4 years and 61 da	avs		
4. Type of contract: MSA			
Contract description: Direct Client Srve	:5		
5. Purpose of contract:			
This is a new contract to provide ongoing	counseling mar	riage and family th	erany mental health rehabilitation
and substance abuse counseling services	s.		erapy, mental nearth, renabilitation,
6. NEW CONTRACT			
The maximum amount of the contract for the	term of the contra	act is: \$2,200,000.0	0
JUSTIFICATION			
7. What conditions require that this work be dor			
The agency does not have the personnel to p	perform these serv	/ices.	
8. Explain why State employees in your agency	or other State ag	encies are not able t	to do this work:
This is a specialized service that requires spe	ecially trained indi	viduals to provide the	ese services.
9. Were quotes or proposals solicited?		No	
Was the solicitation (RFP) done by the Purch Division?	asing	Yes	
a. List the names of vendors that were solicit	ed to submit prop	osals (include at leas	st three):
b. Soliciation Waiver: Not Applicable			
c. Why was this contractor chosen in prefere	nce to other?		MCA

II.

	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 No \$50,000?
	\$30,000 /
III. C	OTHER INFORMATION
11.	. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor
	Not Applicable
12.	. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
	No
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be
	performed by someone formerly employed by the State of Nevada within the last 24 months?
	Νο
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
	c. Is the contractor employed by any or nevada's political subdivisions of by any other government:
	NoIf "Yes", please explain
13.	No If "Yes", please explain
13.	No If "Yes", please explain Not Applicable . 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
13.	No If "Yes", please explain Not Applicable 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:
	No If "Yes", please explain Not Applicable 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.
	No If "Yes", please explain Not Applicable 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. Is the contractor currently involved in litigation with the State of Nevada?
	No If "Yes", please explain Not Applicable 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. Is the contractor currently involved in litigation with the State of Nevada? No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
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14.	No If "Yes", please explain Not Applicable 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. Is the contractor currently involved in litigation with the State of Nevada? No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable The contractor is registered with the Nevada Secretary of State's Office as a:
14.	No If "Yes", please explain Not Applicable 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. Is the contractor currently involved in litigation with the State of Nevada? No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable
14. 15.	No If "Yes", please explain Not Applicable 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. Is the contractor currently involved in litigation with the State of Nevada? No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable The contractor is registered with the Nevada Secretary of State's Office as a:
14. 15.	No If "Yes", please explain Not Applicable 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. Is the contractor currently involved in litigation with the State of Nevada? No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable The contractor is registered with the Nevada Secretary of State's Office as a: Non-profit Corporation

- 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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26655

	Contract Number.	20000	•				
						Legal Entity Name:	GSeven, LLC
			MASTER SE	RVICE		Contractor Name:	GSeven, LLC
	Agency Code:	MSA				Address:	3180 Rowland St.
	Appropriation Unit:	9999 -	All Categor	ies			
	Is budget authority available?:		Yes			City/State/Zip	Las Vegas, NV 89108
	If "No" please expla	in: No	t Applicable			Contact/Phone:	Helen Gipson 702-207-3502
						Vendor No.:	PENDING
						NV Business ID:	NV20201824893
	To what State Fisca	al Year	(s) will the co	ntract b	e charged?	2023-2027	
	What is the source of the contractor will be	of fund e paid	ls that will be by multiple fu	used to Inding s	pay the contractories	ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00 %		Fees	0.00 %	
	Federal Fun	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	nds	0.00 %	Х	Other funding	100.00 % Variou	us Agencies
	Agency Reference #	#:	S1737-RV		-		
2	Contract start date:						
	a. Effective upon B Examiner's appre	oard o	f Yes	or b.	other effective of	date: NA	
	Anticipated BC		eting date	11/2	022		
	Retroactive?		No				
	If "Yes", please expl	lain					
	Not Applicable						
2			00/20/2020				
3.	Termination Date:		09/30/2026	224 da			
	Contract term:		3 years and	334 ua	ys		
4.	Type of contract:		MSA				
	Contract description	ו:	Direct Clien	t Srvcs			
5.	Purpose of contract						
	This is a new contr services.	ract to	provide ong	joing a	ssisted living,	group home, reside	ential provider, and respite care
6.	NEW CONTRACT						
	The maximum amou	unt of t	the contract fo	or the te	erm of the contra	act is: \$5,800,000.0	0
J	USTIFICATION						
7.	What conditions req						
	The agency does no	ot have	e the personn	el to pe	rform these serv	vices.	
8.	Explain why State e	mploy	ees in your a	gency o	r other State ag	encies are not able t	to do this work:
	This is a specialized	d servi	ce that require	es spec	ially trained indi	viduals to provide th	ese services.
9	Were quotes or prop	posals	solicited?			No	
	Was the solicitation Division?	•		Purcha	sing	Yes	
	a. List the names of	f vendo	ors that were	solicited	to submit prop	osals (include at leas	st three):
	h Soliciation Maine	ri Nat	Applicable				
	b. Soliciation Waivec. Why was this con			oforona	o to other?		
	c. with was this con	macio	chosen in pi	eleiend			

Contract #: 26655

	This vendor was selected as part of a multi award solicitation 99SWC-S1737 to provide various direct client services.						
	d. Last bid date: 12/01/202	•	bid date: 06/01/2025				
10.	a. Does the contract contain any I b. Is the contract part of an IT inve \$50,000?	•	No No				
III. C	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the Co	ntractor?				
	No If "Yes", please provi	de the Indirect Cost Rate	or Percentage Paid to the Contractor				
4.0	Not Applicable						
12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 						
	b. Was the contractor formerly emperformed by someone formerly e No	ployed by the State of Ne mployed by the State of I	evada within the last 24 months or will the contracted services be Nevada within the last 24 months?				
	c. Is the contractor employed by a	ny of Nevada's political s	ubdivisions or by any other government?				
	No If "Yes", please expla	lin					
	Not Applicable						
13.	Has the contractor ever been enga						
	No If "Yes", specify when agency has been ver	ified as satisfactory:	nd indicate if the quality of service provided to the identified				
	Not Applicable						
14.	Is the contractor currently involved	in litigation with the Stat	e of Nevada?				
	No If "Yes", please provi	de details of the litigation	and facts supporting approval of the contract:				
	Not Applicable						
15.	The contractor is registered with the LLC	ne Nevada Secretary of S	state's Office as a:				
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity Nan	ne?				
17.	a. Does the contractor have a curr Yes	ent Nevada State Busine	ss License (SBL)?				
18.	a. Is the legal entity active and in g Yes	good standing with the Ne	evada Secretary of State's Office?				
19.	Agency Field Contract Monitor:						
20.	Contract Status:						
	Contract Approvals:						
	Approval Level	User	Signature Date				
	Budget Account Approval	ldeloach	08/09/2022 13:49:30 PM				
	Division Approval Department Approval	ldeloach Ideloach	08/09/2022 13:49:33 PM 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					

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26773

Agency Name: MSA MASTER SERVICE Contractor Name: LINDA M. JAMES AGREEMENTS	
Agency Code: MSA Address: 1235 CROSSWATER I	DR
Appropriation Unit: 9999 - All Categories	
Is budget authority Yes City/State/Zip RENO, NV 89523-7108 available?:	8
If "No" please explain: Not Applicable Contact/Phone: Linda James 775-848-8	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 the contractor will be paid by multiple funding sources.	g source if
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 Yes or b. other effective date: NA Examiner's approval?	
Anticipated BOE meeting date 11/2022	
Retroactive? No	
If "Yes", please explain	
Not Applicable	
3. Termination Date: 09/30/2026	
Contract term: 3 years and 334 days	
4. Type of contract: MSA	
4. Type of contract: MSA Contract description: Direct Client Srvcs	
 4. Type of contract: MSA Contract description: Direct Client Srvcs 5. Purpose of contract: 	
 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. 	
 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 	
 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 	
 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 JUSTIFICATION 	
 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 JUSTIFICATION 7. What conditions require that this work be done? The agency does not have the personnel to perform these services. 	
 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 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: 	
 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 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. 	
 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 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 	
 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 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. 	
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 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 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? Was the solicitation (RFP) done by the Purchasing Division? 	
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 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 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 Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): 	

	d. Last bid date:	12/01/2021	Anticipated re-bid	date:	06/01/2025					
10.	a. Does the contract b. Is the contract part \$50,000?	• •		No No						
III. C	OTHER INFORMAT	ION								
11.	1. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?									
	No If "Yes",	, please provide the	Indirect Cost Rate or	r Percer	tage Paid to the Contractor					
	Not Applicable									
12.	a. Is the contractor a employee of the State No	current employee o e of Nevada?	f the State of Nevada	a or will	the contracted services be performed by a current					
	b. Was the contractor performed by someon No	r formerly employed ne formerly employe	by the State of Neva ed by the State of Ne	ada with vada wi	in the last 24 months or will the contracted services be thin the last 24 months?					
	c. Is the contractor er	mployed by any of N	levada's political sub	division	s or by any other government?					
		, please explain	•							
	Not Applicable									
13.	Has the contractor ev	ver been engaged u	nder contract by any	State a	gency?					
		, specify when and f has been verified a		indicate	e if the quality of service provided to the identified					
	Not Applicable	nas been vermed a	s salisiaciory.							
14	Is the contractor curre	ently involved in litic	ation with the State of	of Neva	122					
14.					supporting approval of the contract:					
	Not Applicable		.							
15.	15. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor									
16.	6. a. Is the Contractor Name the same as the legal Entity Name? Yes									
17.	7. a. Does the contractor have a current Nevada State Business License (SBL)? Yes									
18.	Not Applicable									
	Agency Field Contrac	ct Monitor:								
	Contract Status:									
20.	Contract Approvals:									
	Approval Level	Use	er	Signa	ature Date					
	Budget Account	Approval gda	avi6	09/14	/2022 08:15:04 AM					
	Division Approval gdavi6 09/14/2022 08:15:06 AM									
	Department Approval Ideloach 09/14/2022 09:33:12 AM									
	Contract Manage	• •	adenb		/2022 11:45:14 AM					
Budget Analyst Approval laaron 10/10/2022 16:35:48 PM										
	BOE Agenda App BOE Final Appro		nding	10/10)/2022 16:35:50 PM					
			lang							

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26849

	20049						
				egal Entity lame:	Making Waves Autism Center, LLC		
Agency Name:	MSA MASTER SE AGREEMENTS	RVICE	С	contractor Name:	Making Waves Autism Center, LLC		
Agency Code:	MSA		A	ddress:	3531 E. Russell Rd		
Appropriation Unit:	riation Unit: 9999 - All Categories				Suite A		
Is budget authority available?:	Yes		С	ity/State/Zip	Las Vegas, NV 89120		
If "No" please expl	ain: Not Applicable		С	ontact/Phone:	Brittany Jackson 702-547-9819		
			V	endor No.:	T32013013		
			N	V Business ID:	NV20212023355		
	al Year(s) will the co		,	023-2027			
What is the source the contractor will I	of funds that will be be paid by multiple f	used to pay the unding sources	e contractor	r? Indicate the per	centage of each funding source if		
General Fu		Fees		0.00 %			
Federal Fu		Bonds	•	0.00 %			
Highway F		X Other	funding	100.00 % Variou	is Agencies		
Agency Reference	#: S1737-RV						
2. Contract start date	:						
a. Effective upon l Examiner's app		or b. other e	effective date	e: NA			
Anticipated B	OE meeting date	11/2022					
Retroactive?	No						
If "Yes", please ex	plain						
Not Applicable							
3. Termination Date:	12/31/2026						
Contract term:	4 years and	61 days					
4. Type of contract:	MSA						
Contract descriptio	-	t Srvcs					
5. Purpose of contract	xt:						
	tract to provide on	going applied	behavioral	analysis service	es.		
6. NEW CONTRACT							
	ount of the contract f	or the term of tl	he contract	is: \$1,000,000.0	0		
JUSTIFICATION				.,,,			
	a tas di sedita sa di l						
7. What conditions re	ot have the personr		hasa saruiar	25]		
	•						
8. Explain why State							
This is a specialize	ed service that requir	es specially tra	ined individ	uals to provide the	ese services.		
9. Were quotes or pro	•			No			
Was the solicitation Division?	n (RFP) done by the	Purchasing	Y	′es			
a. List the names o	of vendors that were	solicited to sub	mit proposa	als (include at leas	st three):		
b Soliciation Waiv	er: Not Applicable						
	entractor chosen in p	reference to oth	ner?				
				WC-S1737 to pro	vide various direct client services.		
	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 c	late.	06/01/2025						
		·		00/01/2023						
b. Is the contract part	10. a. Does the contract contain any IT components? No b. Is the contract part of an IT investment project over No									
\$50,000?										
III. OTHER INFORMATI	ON									
	11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?									
	please provide the	Indirect Cost Rate or	Percen	tage Paid to the Contractor						
Not Applicable	ourrent employee of	the State of Novada	or will t	he contracted services be performed by a current						
employee of the State	e of Nevada?		OF WHITE	ne contracted services be performed by a current						
-	for a state of the		L							
				n the last 24 months or will the contracted services be hin the last 24 months?						
No										
		evada's political subd	ivisions	or by any other government?						
	please explain									
Not Applicable										
13. Has the contractor ev			-	-						
	specify when and fo has been verified as		ndicate	if the quality of service provided to the identified						
Not Applicable										
14. Is the contractor curre	ently involved in litig	ation with the State of	Nevad	a?						
	please provide deta	ails of the litigation and	d facts	supporting approval of the contract:						
Not Applicable										
15. The contractor is regi LLC	stered with the Neva	ada Secretary of State	e's Offic	e as a:						
16. a. Is the Contractor N Yes	16. a. Is the Contractor Name the same as the legal Entity Name?									
17. a. Does the contracto Yes	r have a current Ne	vada State Business L	License	e (SBL)?						
18. a. Is the legal entity a	ctive and in good st	anding with the Nevac	da Secr	etary of State's Office?						
Yes	t Monitor:									
19. Agency Field Contrac										
20. Contract Status:										
Contract Approvals: Approval Level	Use	r	Signa	ture Date						
Budget Account A		bach	-	/2022 13:22:22 PM						
Division Approval		bach		/2022 13:22:24 PM						
Department Appr		bach		/2022 13:22:26 PM						
Contract Manage		denb		/2022 16:00:06 PM						
Budget Analyst A	pproval laar	on	10/11	/2022 13:44:26 PM						
BOE Agenda App			10/11	/2022 13:44:28 PM						
BOE Final Approv	val Pen	ding								

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26395

1. Contract Number:	20395						
			Legal Entity Name:	Melanie Ocampo, DNP Prof, LLC			
Agency Name:	Agency Name: MSA MASTER SERVICE AGREEMENTS			Melanie Ocampo, DNP Prof, LLC			
Agency Code:	MSA		Address:	4185 W. Mardon Ave.			
	Appropriation Unit: 9999 - All Categories						
Is budget authority available?:	Yes		City/State/Zip	Las Vegas, NV 89139			
If "No" please expla	ain: Not Applicable		Contact/Phone: Vendor No.:	Melanie Ocampo 702-332-9042 T32010164			
			NV Business ID:	NV20222472066			
To what State Fisc	al Year(s) will the contract b	be charged?	2023-2026				
What is the source the contractor will b	of funds that will be used to be paid by multiple funding s	o pay the contrac sources.	ctor? Indicate the per	rcentage of each funding source if			
General Fu	nds 0.00 %	Fees	0.00 %				
Federal Fu	nds 0.00 %	Bonds	0.00 %				
Highway Fu		Other funding	100.00 % Variou	us Agencies			
Agency Reference	#: S1737-RV						
2. Contract start date:	:						
a. Effective upon E Examiner's app		other effective of	date: NA				
Anticipated B	OE meeting date 11/2	2022					
Retroactive?	Νο						
If "Yes", please exp	blain						
Not Applicable							
3. Termination Date:	06/30/2026						
Contract term:	3 years and 242 da	ays					
4. Type of contract:	MSA						
Contract descriptio	n: Direct Client Srvcs	5					
5. Purpose of contrac	t:						
This is a new con	tract to provide ongoing r	nental health ar	nd psychiatry servi	ces.			
6. NEW CONTRACT							
The maximum amo	ount of the contract for the te	erm of the contra	act is: \$600,000.00				
JUSTIFICATION							
7. What conditions re-	quire that this work be done	?					
The agency does n	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 pro	•		No				
Was the solicitation Division?	n (RFP) done by the Purcha	ising	Yes				
a. List the names o	f vendors that were solicite	d to submit propo	osals (include at leas	st three):			
h Soliciation Main	or: Not Applicable						
 b. Soliciation Waive c. Why was this con 	er: Not Applicable ntractor chosen in preferen	ce to other?					
			9SWC-S1737 to pro	ovide various direct client services.			

	d. Last bid date: 12/01/20	021 Anticipated r	e-bid date.	06/01/2025					
b. Is the contract part of an IT investment project over No S00,000? S00,000? S11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No No 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada within the last 24 months? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain Not Applicable If "Yes", please explain Not Applicable If "Yes", please provide during contract by any State agency? No If "Yes", please provide during contract by any State agency? No If "Yes", please provide during contract by any State agency? No If "Yes", please provide during contract by any State agency? No If "Yes", please provide during contract by any State agency?									
 Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor A. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?	b. Is the contract part of an IT in	•							
 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor (Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No f. "Yes", please explain Not Applicable 13. Has the contractor ever been engaged under contract by any State agency? No Mo If "Yes", please provide details of the litigation and facts supporting approval of the contract: 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 Name the same as the legal Entity Name? Yes 16. a. Is the Contractor have a current Nevada State Business License (SBL)? Yes 18. 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 Approvalis: Approval Level User Signature Date 	III. OTHER INFORMATION								
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable		Percentage Paid to the	Contractor?						
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Budget Account Approval gdavi6 06/03/2022 09:28:05 AM		User	Signa	ature Date					
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Division Approval gdavi6 06/03/2022 09:28:08 AM		•							
Department Approval Ideloach 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	2		09/29	1/2022 10:19:36 AM					

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26770

Legal Entity Name: SIMPLE BEHAVIOR SOLUTIONS, LLC Name: Agency Name: MSA MASTER SERVICE ARREEMENTS Contractor Name: SIMPLE BEHAVIOR SOLUTIONS, LLC Arrest SIMPLE BEHAVIOR SOLUTIONS, LLC Appropriation Unit: 9999 - AII Categories Appropriation Unit: 9999 - AII Categories Saite 111 Suite 111 Is budget authority available? Yes City/State/Zip LAS VEGAS, NV 89102 It "No" please explain: Not Applicable Contact/Phone: Krystal Van Voorhis 725-205-4777 What State Fiscal Year(s) will be 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 0.00 % General Funds 0.00 % Pees 0.00 % Agency Reference #: S1737-RV 2. Contract start date: a. Effective upon Board of Examiner's approval? No If "Yes", please explain No If 'Yes'', please explain No Not Applicable		Contract Number.	20110							
Agency Code: MSA Appropriation Unit: 9999 - All Categories is budget authority Yes City/State/Zip LAS VEGAS, NV 89102 available?: If "No" please explain: Not Applicable Contact/Phone: Krystal Van Voorhis 725-205-4777 Vendor No.: Tf 32005608 NV Business ID: NV20171486491 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. Ceneral Funds 0.00 % Fees 0.00 % Federal Funds 0.00 % Bonds 0.00 % Agency Reference #: S1737-RV 2. Contract start date: a. Effective upon Board of Yes or b. other effective date: NA Examiner's approval? Anticipated BOE meeting date 11/2022 Retroactive? No If "Yes", please explain Not Applicable 3. Termination Date: 09/30/2026 Contract term: 3 years and 334 days 4. Type of contract: MSA Contract for the contract for the term of the contract is: \$1,500,000.00 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 ther State agencies are not able to do this work: This is a sholication (RFP) done by the Purchasing Yes 0. Wat explained RFC No 8. We quotes or proposals solicited? No Was the solicitation (RFP) done by the Purchasing Yes 0. Wat equates or proposals solicited to submit proposals (include at least three): 1. Soliciation Waiver: Not Applicable						SIMPLE BEHAVIOR SOLUTIONS, LLC				
Appropriation Unit: 9999 - All Categories Suite 111 Is budget authority Yes City/State/Zip LAS VEGAS, NV 89102 If "No" please explain: Not Applicable 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 % Agency Reference #: S1737-RV Other funding 100.00 % Various Agencies Agency Reference #: S1737-RV No If "Yes", Ipease explain Not Applicable 09/30/2026 No If "Yes", Ipease explain Not Applicable 09/30/2026 Contract term: 3 years and 334 days 1. Themination Date: 09/30/2026 State State State State Program Contract term: 3 years and 334 days State State State Program 1. Type of contract: MSA Contract termination termination of the contract for the term of the contract is: \$1,500,000.00 JUSTIFICATION Reagency does not have the personnel to perf					Contractor Name:	SIMPLE BEHAVIOR SOLUTIONS, LLC				
Is budget authority Yes City/State/Zip LAS VEGAS, NV 89102 If "No" please explain: Not Applicable Contact/Phone: Krystal Van Voorhis 725-205-4777 Wendor No.: T 32005608 NV Business ID: NV 20171488491 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 % Agency Reference #: \$1737-RV 2 Contract stard date: a. Effective upon Board of Yes No If "Yes", please explain No I1/2022 Retroactive? No If "Yes", please explain Mot Applicable 09/30/2026 Contract stard date: 3. Tremination Date: 09/30/2026 Opticate Stard adate: 4. Type of contract: MSA Contract stard adate: 5. Purpose of contract: Direct Client Srvcs Stard adate: 6. NEW CONTRACT The maximum amount of the contract for the term of the con		Agency Code:	MSA		Address:	3811 W. Charleston Blvd				
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 3. 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 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 Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable 		If "Yes", please expl	lain							
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 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):		Not Applicable								
 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 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 Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable 	3.	Termination Date:	09/30/2026							
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 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? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable		Contract term:	3 years and 334 da	ys						
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The maximum amount of the contract for the term of the contract is: \$1,500,000.00 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 Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable			ract to provide ongoing a	pplied behavio	ral analysis and au	tism treatment assistance program				
The maximum amount of the contract for the term of the contract is: \$1,500,000.00 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 Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable	6.	NEW CONTRACT								
 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 Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable 			unt of the contract for the te	rm of the contra	act is: \$1,500,000.0	0				
 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 Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable 										
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9. Were quotes or proposals solicited? No Was the solicitation (RFP) done by the Purchasing Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable	8.	8. Explain why State employees in your agency or other State agencies are not able to do this work:								
Was the solicitation (RFP) done by the Purchasing Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable		This is a specialized	service that requires spec	ially trained indivi	viduals to provide the	ese services.				
Was the solicitation (RFP) done by the Purchasing Yes Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable	9.	Were quotes or prop	oosals solicited?		No					
a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation Waiver: Not Applicable		Was the solicitation		sing	Yes					
			vendors that were solicited	l to submit prope	osals (include at leas	st three):				
		h Colliciation Main	n Nat Annlinghia							
C WAY WAS THIS CONTRACTOR CHOSEN IN DRETERINGE TO OTHER C		 b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other? 								

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.									
			icipated re-bid date: 06/01/2025							
10.	a. Does the contract conta	•								
	b. Is the contract part of an IT investment project over No \$50,000?									
III. C	OTHER INFORMATION									
11.	Is there an Indirect Cost R	ate or Percentage Pa	aid to the Contractor?							
		se provide the Indire	ct Cost Rate or Percentage Paid to the Contractor							
40	Not Applicable									
12.	a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No									
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?									
	No									
	c. Is the contractor employ	ved by any of Nevada	's political subdivisions or by any other government?							
	No If "Yes", plea	se explain								
	Not Applicable									
13.	Yes If "Yes", spec		ontract by any State agency? ch agency and indicate if the quality of service provided to the identified factory:							
	Multiple Agencies, Agenci									
14.	Is the contractor currently	involved in litigation v	with the State of Nevada?							
		se provide details of	the litigation and facts supporting approval of the contract:							
	Not Applicable									
15.	The contractor is registere	ed with the Nevada Se	ecretary of State's Office as a:							
16.	a. Is the Contractor Name Yes	the same as the lega	al Entity Name?							
17.	17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes									
18.	8. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes									
19.	Agency Field Contract Mo	nitor:								
20.	Contract Status: Contract Approvals:									
	Approval Level	User	Signature Date							
	Budget Account Appro	oval 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 App	oroval rvradenb	09/14/2022 13:27:25 PM							
	•									
	Budget Analyst Approv BOE Agenda Approva	val laaron	10/10/2022 16:44:56 PM 10/10/2022 16:44:59 PM							

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 25757

						Legal Entity Name:	Shari Roeseler DBA Society for the Blind
		MSA MA AGREEN	STER SEI	RVICE		Contractor Name:	Shari Roeseler DBA Society for the Blind
	Agency Code:	MSA				Address:	1238 S Street
	Appropriation Unit:	9999 - Al	I Categor	ies			
	Is budget authority available?:		Yes			City/State/Zip	Sacramento, CA 95811
	If "No" please explai	in: Not A	pplicable			Contact/Phone:	Shari Roeseler 916-889-7515
						Vendor No.:	T32010149
						NV Business ID:	NV20201933145
	To what State Fisca	l Year(s)	will the co	ntract b	e charged?	2023-2026	
	What is the source of the contractor will be					ctor? Indicate the per	rcentage of each funding source if
	General Fun	nds ().00 %		Fees	0.00 %	
	Federal Fun	ds ().00 %		Bonds	0.00 %	
	Highway Fur	nds (0.00 %	Х	Other funding	100.00 % Varioι	us Agencies
	Agency Reference #	#: S1	737-RV		-		-
2	Contract start date:						
۷.	a. Effective upon Be Examiner's appro	oard of	Yes	or b.	other effective of	date: NA	
	Anticipated BO		a date	11/2	022		
	·		0	,_	022		
	Retroactive?		No				
	If "Yes", please expl	lain					
	Not Applicable						
3.	Termination Date:		/31/2026				
	Contract term:	3 y	ears and	92 day	S		
4.	Type of contract:	M	SA				
	Contract description	n: Di	rect Clien	t Srvcs	i		
5.	Purpose of contract:	:					
	This is a new contr customized employ	ract to pr yment, a	ovide ong nd job de	joing a velopm	ssistive techno ent services.	ology, support for t	he blind and visually impaired,
6	NEW CONTRACT						
		unt of the	contract for	or the te	erm of the contra	act is: \$2,400,000.0	0
						.,,,	
J	USTIFICATION						
7.	What conditions req	uire that	this work b	e done	?		
	The agency does no	ot have th	e personn	el to pe	rform these serv	vices.	
8	8. Explain why State employees in your agency or other State agencies are not able to do this work:						
0.	This is a specialized service that requires specially trained individuals to provide these services.						
0						L.	
9.	Were quotes or prop			Duroho	aina	No	
	Was the solicitation Division?	. ,			-	Yes	
	a. List the names of	vendors	that were	solicited	a to submit prop	osais (include at leas	st three):
	b. Soliciation Waive	-	-				
	c. Why was this con	itractor ch	nosen in pr	eterenc	ce 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						
10.	b. Is the contract part of an IT investment project over No \$50,000?						
. (OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or Percentage Paid to the Contractor?						
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor						
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?						
	Νο						
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?						
	Νο						
	c. Is the contractor employed by any of Nevada's political subdivisions or 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						

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	

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26771

•••						Legal Entity Name:	Silver State, ABA, LLC
		AGREEMENTS ency Code: MSA propriation Unit: 9999 - All Categories udget authority Yes				Contractor Name:	Silver State, ABA, LLC DBA Gingerly Therapy
	Agency Code:					Address:	200 Hoover Ave
	Appropriation Unit:						Unit 1413
	Is budget authority available?:					City/State/Zip	Las Vegas , NV 89101
	If "No" please explain: Not Applicable					Contact/Phone:	Brook Madden 312-287-9855
						Vendor No.:	T29045515
						NV Business ID:	NV20222430558
	To what State Fisca		()		•	2023-2026	
	What is the source of the contractor will be					·	rcentage of each funding source if
	General Fun		0.00 %		Fees	0.00 %	
	Federal Fun	ds	0.00 %		Bonds	0.00 %	
	Highway Fur		0.00 %	Х	Other funding	100.00 % Variou	us Agencies
	Agency Reference #	#:	S1737-RV				
2.	Contract start date:						
	a. Effective upon Be Examiner's appro	oard o oval?	of Yes	or b.	other effective of	date: NA	
	Anticipated BO	DE me	eting date	11/2	022		
	Retroactive?		No				
	If "Yes", please expl	lain					
	Not Applicable						
3.	Termination Date:		06/30/2026				
	Contract term:		3 years and	242 da	iys		
4	Type of contract:		MSA				
	Contract description	n:	Direct Clien	t Srvcs	5		
5	Purpose of contract:						
0.			o provide on	going a	pplied behavio	ral analysis and au	itism treatment assistance program
~							
ю.	NEW CONTRACT	unt of	the contract f	or the t	arm of the contro	act is: \$1 500 000 0	0
						αστης. φ η,300,000.0	0
	USTIFICATION			<u>.</u>	^		
7.	What conditions req					vices]
~							
8.	Explain why State e This is a specialized						
9.	Were quotes or prop	posals	solicited?			No	
	Was the solicitation Division?			Purcha	sing	Yes	
	a. List the names of	vende	ors that were	solicite	d to submit prop	osals (include at leas	st three):
	h Soliciation Weiver	r: Not	Applicable				
	b. Soliciation Waivec. Why was this con			eferen	ce 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: 12/01/2		ted re-bid date:	06/01/2025				
10.	a. Does the contract contain an	y IT components?	No					
	b. Is the contract part of an IT ir \$50,000?		er No					
II. C	OTHER INFORMATION							
11.	s there an Indirect Cost Rate or Percentage Paid to the Contractor?							
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor							
	Not Applicable							
12.	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 							
	 b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No 							
c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?								
	No If "Yes", please explain Not Applicable							
10	· · · · ·			2				
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:							
11								
14.	Is the contractor currently involved in litigation with the State of Nevada?							
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable							
15.	5. 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:							
_0.	Contract Approvals:							
	Approval Level	User	Sign	ature Date				
	Budget Account Approval	gdavi6	09/1	4/2022 08:14:48 AM				
	Division Approval	gdavi6	09/1	4/2022 08:14:50 AM				
	Department Approval	Ideloach	09/1	4/2022 09:28:57 AM				
	Contract Manager Approva			4/2022 13:27:38 PM				
	Budget Analyst Approval	laaron		0/2022 16:40:47 PM				
	BOE Agenda Approval	laaron	10/1	0/2022 16:40:49 PM				
	BOE Final Approval	Pending						

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26774

T. Contract Number.	20//4							
			Legal Entity Name:	Theraplay Solutions, LLC				
Agency Name:	MSA MASTER SE AGREEMENTS	ERVICE	Contractor Name:	Theraplay Solutions, LLC				
Agency Code:	MSA		Address:	10996 Hunting Hawk Rd				
• •	Appropriation Unit: 9999 - All Categories			-				
Is budget authorit available?:	/ Yes		City/State/Zip	Las Vegas, NV 89179				
	lain: Not Applicable		Contact/Phone: Vendor No.: NV Business ID:	Amy Kowalski 702-759-2849 T32012693 NV20222474425				
What is the source	. ,		2023-2027 ctor? Indicate the pe	rcentage of each funding source if				
General F		Fees	0.00 %					
Federal F		Bonds	0.00 %					
Highway F		X Other funding	100.00 % Vario	us Agencies				
Agency Reference								
0,								
 Contract start date a. Effective upon Examiner's ap 	Board of Yes	s or b. other effective of	date: NA					
•	BOE meeting date	11/2022						
-	-	11/2022						
Retroactive?	No							
If "Yes", please ex Not Applicable	piain							
3. Termination Date:	09/30/2026	i						
Contract term:	3 years and	d 334 days						
4. Type of contract:	MSA							
Contract descripti	on: Direct Clie	nt Srvcs						
5. Purpose of contra	·							
This is a new co	This is a new contract to provide ongoing case management, early intervention, speech pathology, therapy, counseling, and physical therapy services.							
6. NEW CONTRAC								
The maximum amount of the contract for the term of the contract is: \$3,500,000.00								
JUSTIFICATION								
7. What conditions r	•							
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 specializ	ed service that requi	ires specially trained indiv	viduals to provide th	ese services.				
9. Were quotes or p	. Were quotes or proposals solicited? No							
	Was the solicitation (RFP) done by the Purchasing Yes							
a. List the names								
h Soliciation Wai	/er: Not Applicable							
	ontractor chosen in p	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: 12/01/202	21 Anticipated	re-bid date: 06/01/2025					
10	a. Does the contract contain any	T components?	No					
	b. Is the contract part of an IT inv \$50,000?	estment project over	No					
III. (OTHER INFORMATION							
11.	 Is there an Indirect Cost Rate or Percentage Paid to the Contractor? 							
		ide the Indirect Cost F	Rate or Percentage Paid to the Contractor					
	Not Applicable							
12.	 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 							
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No							
	c. Is the contractor employed by a	any of Nevada's politic	cal subdivisions or by any other government?					
	No If "Yes", please expl	ain						
	Not Applicable							
13	. Has the contractor ever been eng	0						
	No If "Yes", specify whe	en and for which agene rified as satisfactory:	cy and indicate if the quality of service provided to the identified					
	Not Applicable							
14	. Is the contractor currently involve	d in litigation with the	State of Nevada?					
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract:							
	Not Applicable							
15	. The contractor is registered with t LLC	he Nevada Secretary	of State's Office as a:					
16	a. Is the Contractor Name the sar Yes	ne as the legal Entity	Name?					
17.	a. Does the contractor have a cur Yes	rent Nevada State Bu	isiness License (SBL)?					
18	. a. Is the legal entity active and in Yes	good standing with the	e Nevada Secretary of State's Office?					
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 Department Approval	gdavi6 Ideloach	09/14/2022 08:15:16 AM 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						

		T					
						EXCEPTIONS	
BOE						FOR	
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS	
π						AND/OR	
						EMPLOYEES	
		ATTORNEY	POLSINELLI, PC	OTHER:	\$50,000	Professional	
	000	GENERAL'S OFFICE -		STATUTORY		Service	
	030	ADMINISTRATIVE		CONTINGENCY			
1.		BUDGET ACCOUNT		FUNDS			
	Contract	This is a new contract to	provide attorney consultat	ion and forensic review	, on behalf of	the Department	
	Contract	of Taxation, related to pri	vacy and data concerns a	cross the United States			
	Description	Term of Contract:	09/28/2022 - 08/01/2023	Contract # 26827			
		ATTORNEY	TECHNICAL	OTHER:	\$45,000	Professional	
	030	GENERAL'S OFFICE -	ASSOCIATES, INC.	REGULATORY		Service	
	030	CONSUMER		ASSESSMENTS			
		ADVOCATE					
0		This is the first amendme	ent to the original contract	which provides expert w	itness and lit	igation support to	
2.		the Bureau of Consumer	Protection on issues relat	ing to class cost allocati	ons, distribut	ion of revenues	
	Contract	across classes and rate of	design matters relating to	utility rate making and c	ost recovery	proposals. This	
	Description:	amendment increases th	e maximum amount from	\$199,400 to \$244,400 d	ue to the incr	eased need for	
		these services.					
		Term of Contract:	06/13/2019 - 06/14/2023	Contract # 21759			
		ATTORNEY	CITY OF LAS VEGAS	REVENUE	\$20,000	Exempt	
		GENERAL'S OFFICE -	DETENTION AND				
	030	VICTIMS OF	ENFORCEMENT				
3.		DOMESTIC VIOLENCE					
	Contract	This is a new revenue int	erlocal agreement to prov	ide the automated Victir	n Information	and Notification	
	Description	System.					
	Description	Term of Contract:	07/01/2022 - 06/30/2023				
		ATTORNEY	CLARK COUNTY	REVENUE	\$45,000	Exempt	
	030	GENERAL'S OFFICE -	DETENTION CENTER				
	000	VICTIMS OF					
4.		DOMESTIC VIOLENCE					
	Contract	This is a new revenue int	erlocal agreement to prov	ide the automated Victir	n Information	and Notification	
	Contract Description:	System.					
	Decemption		09/23/2022 - 06/30/2023		1		
		SECRETARY OF	CARAHSOFT	GENERAL	\$45,000		
	040	STATE'S OFFICE -	TECHNOLOGY				
	040	SECRETARY OF	CORPORATION				
5.		STATE					
0.		· · · · · · · · · · · · · · · · · · ·	Inder Master Service Agre				
			ture curing process to cou	nty registrars and prote	ct the integrit	y of the Nevada	
	Description:	escription: voting process.					
		Term of Contract:	09/27/2022 - 12/31/2024		1		
		SECRETARY OF	HIGH DESERT	GENERAL	\$22,675	5	
	040	STATE'S OFFICE -	MICROIMAGING, INC.				
	0-10	SECRETARY OF					
6.		STATE					
	Contract		provide quarterly mainten	ance of scanners for us	e with the Ce	nuity Corporate	
	Description	and Notary Filing system		-			
	2000nption.	Term of Contract:	09/20/2022 - 06/30/2023	Contract # 26810			
			· · · · · · · · · · · · · · · · · · ·				

Board of Examiners' Meeting November 15, 2022

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE		EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
7.	070	ADMINISTRATION - HUMAN RESOURCE MANAGEMENT	THE SIMMONS GROUP	PERSONNEL ASSESSMENT FUNDS	\$10,000		
		This is a new contract to p Term of Contract:	10/11/2022 - 12/11/2022				
8.	•	DEPARTMENT OF	AMERICAN CHILLER	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$46,790		
	Contract Description:	This is a new contract to prepair, and equipment ren Term of Contract:		failures.	ooling tower	maintenance and	
9.		DEPARTMENT OF	BRASWELL	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$91,168	3	
	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					
			CAPITAL GLASS, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$14,000		
10.	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 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.					
			08/19/2019 - 08/31/2023				
11.	082	ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	HOLLAND WATERPROOFING	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$30,795		
	Contract	This is a new contract to p Nevada State Library & A Term of Contract:	-	n City.	assenger ele	vator pits at the	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE		EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	082	ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS	COMPANY, INC.	OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$23,144	
	Contract Description:	This is a new contract to p building in Carson City. Term of Contract:	orovide restoration and re 09/28/2022 - 03/01/2023		the baseme	nt at the Capitol
13.		DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS - BUILDINGS AND GROUNDS		OTHER: BUILDINGS AND GROUNDS RENTAL INCOME	\$24,000	
	Contract Description:	This is a new contract to p Carson City. Term of Contract:	orovide repairs to the fron 09/21/2022 - 03/01/2023		the Supreme	Court building in
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 p Attorney General's Office Term of Contract:		on City.	the south ba	sement at the
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%		Professional Service
	Contract Description:	\$437,660 due to additiona	sin College Welding Lab a 542. This amendment incr	and Renovation CIP pro eases the maximum am and construction admir	ject: CIP Proj ount from \$4	ect No. 21-C12; 17,660 to

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						
	082	DEPARTMENT OF	TATE SNYDER KIMSEY ARCHITECTS, LTD		\$17,500	Professional Service		
17.	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						
10	082		VAN WOERT BIGOTTI ARCHITECTS	HIGHWAY 33% BONDS 67%	\$48,800	Professional Service		
18.	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 he maximum amount from \$507,600 to \$556,400 due to added toxicology lab programming to the existing scope. Ferm of Contract: 12/14/2021 - 06/30/2025 Contract # 25192						

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
19.	082		PAUL CAVIN ARCHITECT, LLC	BONDS 93% OTHER: AGENCY FUNDS 7%	\$15,000	Professional Service	
	Contract Description:	NO. 115112.	ildings (Stewart Facility)	CIP project to include de tration: CIP Project No.	esign develop	oment and	
20.	082		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.						
			10/13/2022 - 06/30/2025		004 750		
	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	LGA	OTHER: AGENCY FUNDED CIP	\$21,750	Professional Service	
21.		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 m:maximum amount from \$1,106,965 to \$1,128,715 due to additional railroad track design services needed.					
			04/12/2022 - 06/30/2025		· · · ·		
	082		PURCELL ELECTRICAL PROF CROP PK ELECTRICAL, INC.	OTHER: AGENCY FUNDED CIP	\$21,500	Professional Service	
22.	Contract Description:	This is a new contract to Emergency Power Nevac services, design developr construction administratic Term of Contract:	a Air National Guard Buil	ding 500 CIP project to cuments, bidding and pe o. 23-A009; SPWD Con	include desig ermitting serv	n phase ices, and	

			Γ					
BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR		
						EMPLOYEES		
			WOOD RODGERS, INC.		\$24,500	Professional		
	082	ADMINISTRATION -		AGENCY FUNDED		Service		
	002	STATE PUBLIC WORKS		CIP				
23.		DIVISION						
20.	_	This is a new contract to	•	U		•		
	Contract	Design, Building 200, Nev						
	Description	project site, design drawin			ND Contract	No. 115068.		
			10/11/2022 - 06/30/2026		-			
		CANNABIS	SMARTPLAY	FEE:	\$11,950			
		COMPLIANCE BOARD -	INTERNATIONAL, INC.	LICENSE				
	270	MARIJUANA						
24.		REGULATION AND						
		CONTROL ACCOUNT						
	Contract	This is a new contract to		tem to randomly select a	applications for	or cannabis		
	Description	consumption lounge licenses.						
		Term of Contract:	09/20/2022 - 06/30/2023		· · · · · · · · ·	Γ		
	300		MANAGEMENT	FEDERAL	\$32,000			
		EDUCATION -	SERVICES FOR					
		STUDENT AND	EDUCATION DATA					
~-		SCHOOL SUPPORT						
25.		This is the first amendme						
	Contract	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						
	Description		ne maximum amount from	1 \$32,000 to \$64,000 du	e to the conti	nued need for		
		these services.	04/04/0004 40/04/0004	Constrant # 00704				
			01/01/2021 - 12/31/2024	GENERAL	¢24.400			
			AARON J BURKEL,	GENERAL	\$34,100			
		ADMINISTRATION - NEVADA STATE	DBA ANALOGUE IMAGING, LLC					
		LIBRARY, ARCHIVES	INAGING, LLC					
	332	AND PUBLIC						
26.		RECORDS - ARCHIVES						
		AND PUBLIC						
		RECORDS						
	Contract	This is a new contract to	arovido a warrantv and m	aintenance for a book s	cannor			
			10/10/2022 - 10/09/2026					
	Description		NEVADA HUMANITIES,		\$50,000	Sole Source		
			INC.		\$00,000			
		NEVADA STATE						
	332	LIBRARY, ARCHIVES						
27.	002	AND PUBLIC						
21.		RECORDS - STATE						
		LIBRARY						
	Contract	This is a new contract to	provide ongoing administr	ation of the Nevada Cer	nter Book Pro	ogram.		
			10/11/2022 - 06/23/2023			.9		
	200011011		10,11,2022 00,20,2020	0011100111 20100				

						EXCEPTIONS
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	FOR SOLICITATIONS
#	DLFT#	STATE AGENCT	CONTRACTOR	T UNDING SOURCE	AMOUNT	AND/OR
					-	EMPLOYEES
		DEPARTMENT OF	HOTEL NEVADA &	FEDERAL	\$14,917	7
	333	TOURISM AND CULTURAL AFFAIRS -	GAMBLING HALL, LTD			
	000	NEVADA ARTS				
28.		COUNCIL				
	Contract		provide lodging and event	room space for the Nev	vada Basin to	Range
	Description:	Exchange program confe Term of Contract:	rence. 10/06/2022 - 04/30/2023	Contract # 26962		
		DEPARTMENT OF	C THRU GLASS	GENERAL	\$18,000)
		HEALTH AND HUMAN			φ10,000	
	402	SERVICES - AGING				
29.	402	AND DISABILITY				
20.		SERVICES - DESERT				
	Contract	REGIONAL CENTER	provide ongoing glass rep	air and replacement so	Nicos	
		Term of Contract:	11/10/2022 - 11/09/2026			
		DEPARTMENT OF	CASHMAN	GENERAL	\$49,999)
		HEALTH AND HUMAN	EQUIPMENT			
		SERVICES - PUBLIC	COMPANY			
	406					
30.		HEALTH - NORTHERN NEVADA ADULT				
		MENTAL HEALTH				
		SERVICES				
			provide scheduled mainte		up generator	S.
	Description:	Term of Contract:	09/23/2022 - 11/30/2025		¢05.000	
		DEPARTMENT OF HEALTH AND HUMAN	NEVADA FENCE, LLC	GENERAL	\$25,000)
		SERVICES - PUBLIC				
	406	AND BEHAVIORAL				
	400	HEALTH - NORTHERN				
31.						
		MENTAL HEALTH SERVICES				
			provide installation of fend	cing and gates, and mai	ntenance of e	existing
	Contract	structures.		3 1 3 1 1		5
	Description:	Term of Contract:	10/10/2022 - 09/30/2025			
		DEPARTMENT OF	ASSURED DOCUMENT	GENERAL	\$24,474	ł
		HEALTH AND HUMAN SERVICES - PUBLIC	DESTRUCTION, INC.			
	406	AND BEHAVIORAL				
32.	100	HEALTH - HEALTH				
		CARE FACILITIES				
		REGULATION				
			provide retrieval and stora 02/01/2023 - 01/31/2027			
	Description:	Term of Contract:	02/01/2023 - 01/31/2027	Contract # 20000		

						EVOEDTIONO		
						EXCEPTIONS		
BOE						FOR		
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS AND/OR		
						EMPLOYEES		
			ASSURED DOCUMENT					
		DEPARTMENT OF HEALTH AND HUMAN		HEALTH FACILITY	\$6,282			
		SERVICES - PUBLIC	DESTRUCTION, INC.					
	406	AND BEHAVIORAL						
	400	HEALTH - HEALTH						
33.		CARE FACILITIES						
		REGULATION						
		This is the first amendme	ent to the original contract	which provides retrieval	and storage	of medical		
	Contract		t increases the maximum					
	Description: increased need for these services.							
		Term of Contract:	04/11/2019 - 01/31/2023					
		DEPARTMENT OF	TRILOGY INTEGRATED	FEDERAL	\$45,000	Sole Source		
		HEALTH AND HUMAN	RESOURCES					
	406	SERVICES - PUBLIC						
24								
34.		HEALTH - BIOSTATISTICS AND						
		EPIDEMIOLOGY						
	Contract		provide data collection an	d reporting services				
		Term of Contract:	03/01/2022 - 02/28/2025					
	Decemption	DEPARTMENT OF	CARAHSOFT	FEDERAL	\$49,763			
	406	HEALTH AND HUMAN	TECHNOLOGY		<i> </i>			
		SERVICES - PUBLIC						
		AND BEHAVIORAL						
35.		HEALTH - CHRONIC						
		DISEASE						
	Contract		eement under Statewide o		-421 which pr	ovides a		
	Description		s to manage existing soci					
	•	Term of Contract:	10/07/2022 - 05/31/2023		¢40.050			
		DEPARTMENT OF HEALTH AND HUMAN	ALSCO, INC. DBA AMERICAN LINEN	GENERAL	\$19,656			
		SERVICES - PUBLIC						
	406	AND BEHAVIORAL						
36.	400	HEALTH - FACILITY						
00.		FOR THE MENTAL						
		OFFENDER						
	Contract	This is a new contract to	provide ongoing laundry s	ervices.				
	Description:	Term of Contract:	10/07/2022 - 06/30/2024	Contract # 26123				
		DEPARTMENT OF	CHAU PHAM, PLLC	GENERAL	\$29,750			
		HEALTH AND HUMAN						
	406	SERVICES - PUBLIC						
37.								
		HEALTH - RURAL CLINICS						
	Contract		provide child and adolesc	ent psychiatry services				
		Term of Contract:	09/23/2022 - 11/30/2022					

Board of Examiners' Meeting November 15, 2022

						EXCEPTIONS
BOE						FOR
БОЕ #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS
π						AND/OR
						EMPLOYEES
		DEPARTMENT OF	KANSAS STATE	FEDERAL	\$38,250	Sole Source
		HEALTH AND HUMAN	UNIVERSITY			
	407	SERVICES - WELFARE	RESEARCH			
			FOUNDATION			
38.		SERVICES - ADMINISTRATION				
30.		This is the second amend	Iment to the original contr	act which provides once	ing Program	Evaluation and
		Reporting System web-ba				
	Contract	from Contomber 20, 2020	to Contombor 20, 2022 a			
	Description:	\$112,000 due to the cont	inued need for these serv	ices.		Ποιπ φ/ 0,7 00 to
		Term of Contract:	05/01/2021 - 09/30/2023	Contract # 24114		
		DEPARTMENT OF	SPECIALIZED	GENERAL 34%	\$34,885	5
		HEALTH AND HUMAN	DELIVERY SERVICES	FEDERAL 66%		
		SERVICES - WELFARE				
	407	AND SUPPORTIVE				
39.		SERVICES - CHILD				
00.		SUPPORT				
		ENFORCEMENT				
ĺ	Contract	PROGRAM This is a new contract to	provido moil ocurior convid			
		Term of Contract:	10/01/2022 - 09/30/2026			
	Description.	DEPARTMENT OF	SOUTHERN NEVADA	OTHER:	\$12,000)
		HEALTH AND HUMAN	REGIONAL HOUSING	UNIVERSAL ENERGY	<i> </i>	
		SERVICES - WELFARE	AUTHORITY DBA	CHARGE		
	407	AND SUPPORTIVE	ROSE FOUNDATION			
40.		SERVICES - ENERGY				
40.		ASSISTANCE				
		PROGRAM				
	Contract		provide ongoing Energy A	• • •	lication assis	tance services for
	Description:	home energy benefits to	•			
		Term of Contract.	09/21/2022 - 06/30/2026		¢46 500	N I I I I I I I I I I I I I I I I I I I
		DEPARTMENT OF HEALTH AND HUMAN	ACTION FOR CHILD PROTECTION	FEDERAL	\$46,500)
		SERVICES - CHILD	INOTECTION			
		AND FAMILY				
	409	SERVICES -				
		CHILDREN, YOUTH				
41.		AND FAMILY				
		ADMINISTRATION				
		This is the first amendme	0	•		
	Contract	implementing the Safety				
	Description:	termination date from Se			the maximu	m amount from
	·	\$28,800 to \$75,300 due t Term of Contract:	o the continued need for t 12/13/2021 - 06/30/2023			
			12/13/2021 - 06/30/2023	CONTACT # 25144		

						EXCEPTIONS
						FOR
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS
#	52.1."				/	AND/OR
						EMPLOYEES
		DEPARTMENT OF	FOSTER KINSHIP	FEDERAL	\$35,400	
		HEALTH AND HUMAN				
		SERVICES - CHILD				
	409	AND FAMILY				
10	100	SERVICES -				
42.		CHILDREN, YOUTH				
		AND FAMILY ADMINISTRATION				
			provide training to relative	s and fictive kin for the i	nitial licensin	a requirements
	Contract	for foster care licensure.				grequirements
	Description:		09/29/2022 - 06/30/2026	Contract # 26601		
			ADOPTION	GENERAL 79%	\$48,000)
		HEALTH AND HUMAN	ADVOCATES, INC.	FEDERAL 21%		
	409	SERVICES - CHILD				
43.		SERVICES - RURAL				
		CHILD WELFARE	provide opgeing federally	mandated monthly fami	huvioito for ol	aildron placed in
	Contract	This is a new contract to provide ongoing federally mandated monthly family visits for children placed in a residential facility outside of Nevada.				
	Description:		09/23/2022 - 06/30/2026	Contract # 26579		
		DEPARTMENT OF	RENOWN MEDICAL	FEDERAL	\$86,944	Sole Source
			SCHOOL ASSOCIATES			
			NORTH, INC.			
44.	409	SERVICES - NORTHERN NEVADA				
		CHILD AND				
		ADOLESCENT				
		SERVICES				
		This is a new contract to	provide ongoing psychiatr	ic fellows supervision se	ervices.	
			10/01/2022 - 09/30/2024		Г .	
		DEPARTMENT OF		GENERAL 59%	\$23,710	
			SYSTEMS, INC.	FEDERAL 41%		
		SERVICES - CHILD AND FAMILY				
	409	SERVICES -				
45.	-00	SOUTHERN NEVADA				
		CHILD AND				
		ADOLESCENT				
		SERVICES				
			replace the boiler in Buildi			
	Description:	Term of Contract:	09/28/2022 - 06/30/2023	Contract # 26594		

						EXCEPTIONS		
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	FOR SOLICITATIONS		
#	DEFT#	STATE AGENOT	CONTRACTOR		ANIOUNT	AND/OR		
						EMPLOYEES		
		DEPARTMENT OF	ACE WORLD WIDE	GENERAL 59%	\$33,680			
		HEALTH AND HUMAN	MOVING & STORAGE	FEDERAL 41%				
		SERVICES - CHILD AND FAMILY						
	409	SERVICES -						
10	400	SOUTHERN NEVADA						
46.		CHILD AND						
		ADOLESCENT						
		SERVICES						
	Contract	This is a new contract to	provide ongoing moving a	ind relocation services.				
	Description:	Term of Contract:	09/21/2022 - 07/31/2026	Contract # 26599		_		
		DEPARTMENT OF	GEN TECH OF	GENERAL 59%	\$12,572			
		HEALTH AND HUMAN	NEVADA, INC.	FEDERAL 41%				
		SERVICES - CHILD						
	409	AND FAMILY SERVICES -						
	409	SOUTHERN NEVADA						
47.		CHILD AND						
		ADOLESCENT						
		SERVICES						
	Contract	This is a new contract to provide ongoing maintenance services and emergency repairs on the						
	Description:	generator.						
		Term of Contract:	09/27/2022 - 08/31/2026		¢07 500	F		
	431	OFFICE OF THE		GENERAL 50%	\$97,500	Exempt		
	431	MILITARY	THERMAL SERVICES, INC.	FEDERAL 50%				
48.		This is a new contract to		spections, and system u	updates for th	e heating,		
	Contract	ventilation, air conditionin	g, and refrigeration contro	ols at Nevada National C	Guard facilitie	s in southern		
	Description:			-				
		Term of Contract:	09/22/2022 - 08/31/2026		* • • • • • •			
	431	OFFICE OF THE	ENGIN8, LLC	FEDERAL	\$18,000	Professional		
49.		MILITARY This is a new contract to	provide engineering desig	un sorviços for a nlumbir	a project at t	Service		
	Contract	Readiness Center	provide engineering desig		ig project at t	ne Las vegas		
	Description:	Term of Contract:	09/20/2022 - 09/30/2023	Contract # 26765				
	424	OFFICE OF THE	SOUTHLAND	GENERAL 50%	\$98,799	Exempt		
	431	MILITARY	INDUSTRIES	FEDERAL 50%				
50.	Contract		provide ongoing repair, in		-	-		
	Description:		g, and refrigeration contro		Suard facilitie	S.		
		Term of Contract:	09/22/2022 - 08/31/2026	Contract # 26764				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR			
						EMPLOYEES			
51.	440	OFFENDERS' STORE FUND	WILD WEST VENDING, LLC		\$10,762				
	Contract		ntract to provide ongoing	vending machine servic	es for correct	ional facilities			
	Description	located in rural Nevada.	F						
	Description	Term of Contract:	09/28/2022 - 10/31/2026						
52.	440		AMERICAN CHILLER SERVICE, INC.	GENERAL	\$19,500				
	Contract	This is a new contract to	provide a chiller and pump	o rental to cool the activ	ities room.				
	Description:	Term of Contract:	07/01/2022 - 09/30/2022	Contract # 26559					
53.	500	MINERAL RESOURCES - DIVISION OF MINERALS		FEE: MINING CLAIMS	\$38,232	Exempt			
	0	This is a new interlocal ag		zation and storage of Ne	vada's histor	ic mining			
	Contract	records, as well as have records available to the public.							
	Description		09/20/2022 - 12/31/2023						
	550	DEPARTMENT OF	EWELL EDUCATIONAL		\$27,146	Sole Source			
54.		This is the first amendme	nt to the original contract	which provides an autor	nated web-ba	ased system for			
	Contract Description:	plant and livestock indust termination date from Oct \$473,173.00 to \$500,319	ry inspections, registration ober 30, 2022 to October	ns, and fee collections. 30, 2023 and increases need for services.	This amendm	ent extends the			
		DEPARTMENT OF	THOLL FENCE, INC.	GENERAL	\$16,440				
55.	550	AGRICULTURE - AGRICULTURE ADMINISTRATION							
	Contract	This is a new contract to	provide replacement of an	n existing gate motor.	·				
	Description:		10/10/2022 - 02/28/2023	Contract # 26807					
56.	650	PUBLIC SAFETY - DIRECTOR'S OFFICE		OTHER: COST ALLOCATION	\$31,874				
	Contract	This is a new contract to							
	Description:	Term of Contract:	10/03/2022 - 08/31/2026	Contract # 26723					

						EXCEPTIONS			
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	FOR SOLICITATIONS			
#						AND/OR EMPLOYEES			
	I	DEPARTMENT OF	BONNIE J WILLERS	HIGHWAY	\$18,000				
	651	PUBLIC SAFETY -							
	051	NEVADA HIGHWAY							
57.		PATROL DIVISION							
57.			nt to the original contract	· ·					
		the capabilities of the veh				maximum			
	Description:	amount from \$49,680 to S			ces.				
			07/01/2019 - 06/30/2023		¢20.000	Colo Course			
		DEPARTMENT OF	FIRETREX, INC.	OTHER:	\$38,000	Sole Source			
		PUBLIC SAFETY - FIRE MARSHAL		TRANSFER FROM STATE EMERGENCY					
		MARSHAL		RESPONSE					
	656			COMMISSION AND					
58.				DEPARTMENT OF					
50.				ENVIRONMENTAL					
				PROTECTION					
	a	This is a new contract to	provide hosting, maintena		on-site trainir	ng, and routine			
	Contract	updates of the NV IMPACT system.							
	Description:	Term of Contract:	08/01/2022 - 07/31/2026	Contract # 26793					
		DEPARTMENT OF	ALL STAR CUSTOM	OTHER:	\$24,500				
	702	WILDLIFE - HABITAT	HAY, LLC	SPORTSMEN 25%					
59.				FEDERAL 75%					
		This is a new contract to provide tractor rentals for rangeland and emergency wildfire restoration.							
		Term of Contract:	10/10/2022 - 12/31/2024		\$ 40.000	F			
				FEE:	\$40,000	Exempt			
	702	WILDLIFE - HABITAT							
60.		CONSERVATION This is a new interlocal agreement to provide a working mechanism to accomplish habitat improvement							
	Contract Description:	projects.							
	Booonption.	Term of Contract:	10/10/2022 - 09/30/2026		· · · ·	T			
		DEPARTMENT OF	ROAD RUNNERS CLUB	REVENUE	\$10,000				
	70.4	CONSERVATION AND	OF AMERICA, LAKE						
C 4	704	NATURAL							
61.		RESOURCES - STATE PARKS	EVENTS						
		This is a new revenue co		Ŭ	nd Harbor Sta	ate Park.			
	Description:	Term of Contract:	10/14/2022 - 10/16/2022						
		DEPARTMENT OF	WEDDINGS & EVENTS	REVENUE	\$10,000				
			BY EMILY, LLC						
	704	NATURAL							
62.		RESOURCES - STATE							
		PARKS	atract to provide comments	viol wodding coremonies		Lof Fire State			
	Contract	Park.	ntract to provide commerc	al wedding ceremonies	s within valley	of File State			
	Description:	Term of Contract:	09/29/2022 - 12/31/2023	Contract # 26831					
		renn or contract.	00/20/20/2022 12/01/2020	20001					

						EVOEDTIONO		
						EXCEPTIONS		
BOE						FOR		
#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS		
						AND/OR		
						EMPLOYEES		
			B & T SALES &	GENERAL 97.2%	\$82,317			
		CONSERVATION AND	SERVICE, INC.	FEE:				
		NATURAL		MAINTENANCE OF				
	704	RESOURCES - STATE		STATE PARKS 2.8%				
63.	_	PARKS -						
		MAINTENANCE OF						
		STATE PARKS-NON-						
	•	EXEC			•			
	Contract This is a new contract to replace fuel pumps at Lahontan State Recreation Area.							
	Description		09/26/2022 - 09/30/2023		*• •••			
		DEPARTMENT OF	GANNETT FLEMING,	GENERAL	\$98,280	Professional		
			INC.			Service		
	705	NATURAL						
~		RESOURCES - WATER						
64.		RESOURCES				,		
	• • • •		nt to the original contract					
	Contract	the safe management of			maximum an	nount from		
	Description	\$855,192 to \$953,472 du	F	1				
			07/09/2019 - 07/01/2023		#F0 000			
			CREICO	GENERAL	\$50,000			
			ENTERPRISES, LLC					
	706	NATURAL						
		RESOURCES -						
65.		FORESTRY -						
		ADMINISTRATION	nt to the original contract	which provides provent	tivo mointon			
	Contropt	This is the first amendme	-					
		and non-emergency repa						
	Description	increases the maximum a			ased need for	these services.		
			12/10/2018 - 11/01/2022		\$00.000	Evernet		
			NEVADA	REVENUE	\$80,000	Exempt		
	706	NATURAL RESOURCES -	WILDLIFE					
66.		FORESTRY - ADMINISTRATION						
			mont to the original rever	un interlegal agreemen	t which provid	dos ongoing		
	Contract		dment to the original rever	-				
	Contract	sharing of pilots and mair \$80,000 to \$160,000 due			le maximum	aniount nom		
			to the increased need 101					
	Description		09/16/2019 - 06/30/2023					

						EXCEPTIONS
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	FOR SOLICITATIONS
#	DLFT#	STATE AGENCT	CONTRACTOR	I UNDING SOURCE	ANOUNT	AND/OR
						EMPLOYEES
		DEPARTMENT OF	THRIVING ROOTS, LLC	GENERAL	\$90,000	
		CONSERVATION AND				
07	706	RESOURCES -				
67.		FORESTRY -				
	• • •	NURSERIES				
.		Term of Contract:	provide emergency repair 09/20/2022 - 09/30/2026		hoe Valley N	ursery.
!	Description.	DEPARTMENT OF	IMPACT	OTHER:	\$14,500	
		CONSERVATION AND	CONSTRUCTION	EXCESS COVERAGE	\$14,500	
		NATURAL		MITIGATION FUNDS		
	707	RESOURCES - STATE				
68.		LANDS - TAHOE				
		MITIGATION-Non-Exec				
	Contract	This is a new contract to	provide road excavation, o		ouring service	S.
	Description:	Term of Contract:	09/21/2022 - 09/15/2023		1	
		DEPARTMENT OF	THE LAW OFFICES OF		\$31,807	Professional
	742	BUSINESS AND	CHARLES R. ZEH,	WORKERS'		Service
		INDUSTRY -	ESQ., LLC	COMPENSATION &		
				SAFETY FUND 84%		
		RELATIONS -		FEDERAL 16%		
69.		OCCUPATIONAL SAFETY & HEALTH				
09.		ENFORCEMENT				
			ent to the original contract	which provides ongoing	n legal service	es to the
			Health Review Board. Thi			
	Contract	September 30, 2022 to D	ecember 31, 2022 and inc			
	Description:		inued need for these serv			
		Term of Contract:	11/12/2019 - 12/31/2022	Contract # 21689		
		DEPARTMENT OF	ADVANCED POWER	HIGHWAY	\$12,265	
	810	MOTOR VEHICLES -	PROTECTION			
70.	• • • •	AUTOMATION	INDUSTRIES			
			provide uninterruptable po 09/29/2022 - 04/30/2023		acement.	
⊢	Description:	Term of Contract: DEPARTMENT OF	ANYTIME PLUMBING,	OTHER:	\$15,000	
		EMPLOYMENT,	LLC	BUSINESS	\$15,000	
		,		ENTERPRISE SET-		
		TRAINING &				
1 I	901	TRAINING & REHABILITATION -				
1	901	REHABILITATION -		ASIDE		
71.						
71.		REHABILITATION - BLIND BUSINESS				
71.		REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM This is the second amend	dment to the original contr	ASIDE act which provides ongo		
	Contract	REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM This is the second ameno plumbing services in sout	thern Nevada. This amend	ASIDE act which provides ongo dment increases the ma		
	Contract	REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM This is the second ameno plumbing services in sout		ASIDE act which provides ongo dment increases the ma vices.		

						EXCEPTIONS		
						FOR		
BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS		
#	DEFT#	STATE AGENCT	CONTRACTOR	FUNDING SOURCE	AMOUNT	AND/OR		
						EMPLOYEES		
		DEPARTMENT OF	POWELL WINDOW	OTHER:	\$75,200			
		EMPLOYMENT,	CLEANING	BUSINESS	φ/ 3,200			
		TRAINING &		ENTERPRISE SET-				
	901	REHABILITATION -		ASIDE				
	001	BLIND BUSINESS						
72.		ENTERPRISE						
		PROGRAM						
	Contract	This is a new contract to	provide window cleaning,	high dusting, and sidew	alk power wa	shing for the		
	Contract Description:	cafe and gift shop at the	Hoover Dam.			-		
	Description.	Term of Contract:	09/23/2022 - 09/30/2026	Contract # 26823				
		DEPARTMENT OF	BOARD OF REGENTS	FEDERAL	\$13,333	Exempt		
		EMPLOYMENT,	NEVADA SYSTEM OF					
	902	TRAINING &	HIGHER EDUCATION					
73.	002	REHABILITATION -	OBO - UNIVERSITY OF					
		WORKFORCE	NEVADA, RENO					
	<u> </u>	DEVELOPMENT						
		This is a new interlocal ag			employers.			
	Description:	Term of Contract:	09/01/2022 - 12/31/2022		¢04.049			
		DEPARTMENT OF EMPLOYMENT,	ARBITRATION AND MEDIATION	FEDERAL	\$24,048			
		TRAINING &	SOLUTIONS, INC.					
	903	REHABILITATION -	50L0110105, 110C.					
		ADMINISTRATIVE						
74.		SERVICES - EQUAL						
		RIGHTS COMMISSION						
		on and media	tion services.					
		This amendment extends the termination date from May 31, 2023 to May 31, 2024 and increases the						
	Description:	maximum amount from \$	48,096 to \$72,144 due to	the continued need for t	hese service	S.		
		Term of Contract:	06/15/2021 - 05/31/2024	Contract # 24075	-			
		SILVER STATE	BERRY DUNN MCNEIL		\$19,350			
		HEALTH INSURANCE	& PARKER, LLC DBA	CARRIER PREMIUM				
		EXCHANGE - SILVER	BERRYDUNN					
	960	STATE HEALTH						
75		INSURANCE						
75.		EXCHANGE ADMINISTRATION						
			nt to the original contract	which provides appual i	ndopondont	udit convicos		
		This amendment increase						
		for these services.		10111 \$200,040 to \$220,1		e increased need		
- III	Description:		11/01/2020 - 11/01/2023	Contract # 23385				
	Description.	Term of Contract						
	Description.	Term of Contract: LICENSING BOARDS			\$60.000			
	B006	Term of Contract: LICENSING BOARDS AND COMMISSIONS -	THE GRIFFIN	FEE:	\$60,000			
76.		LICENSING BOARDS			\$60,000			
	B006	LICENSING BOARDS AND COMMISSIONS -	THE GRIFFIN COMPANY, LLC	FEE: LICENSURE	\$60,000			

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	This is a new contract to	provide bookkeeping and	payroll services.					
	Description:	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:	Term of Contract:	09/21/2022 - 12/31/2023	Contract # 26751					
	B015		HALSTEAD LAW OFFICES, LLC	FEE: LICENSURE	\$30,000	Professional Service			
79.		This is the first amendment to the original contract which provides hearing officer services. This							
	Contract	amendment extends the	termination date from Dec	ember 31, 2022 to Febr	uary 28, 202	3 due to the			
	Description:	continued need for these							
			03/17/2021 - 02/28/2023		[
			COULSON &	FEE:	\$10,000)			
	B036		ASSOCIATES, LTD	LICENSURE					
80.		MASSAGE THERAPISTS							
	Contract	This is a new contract to							
	Description:	Term of Contract:	10/06/2022 - 12/31/2022	Contract # 26812					

1

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: 26827

						Legal Entity Name:	POLSINELLI PC
	Agency Name:	ATTORN	EY GENE	RAL'S	OFFICE	Contractor Name:	POLSINELLI PC
	Agency Code: 0	030				Address:	900 W. 48TH PLACE, STE 900
	Appropriation Unit: 1	1030-04					
	Is budget authority available?:		Yes			City/State/Zip	KANSAS CITY, MO 64112
	If "No" please explain	n: Not Aj	oplicable			Contact/Phone:	Alexander D. Boyd 816-572-4470
						Vendor No.:	PENDING
						NV Business ID:	NV20222550315
	To what State Fiscal	Year(s)	will the co	ntract b	e charged?	2023-2024	
	What is the source o the contractor will be					ctor? Indicate the per	rcentage of each funding source if
	General Fund	ds 0	.00 %		Fees	0.00 %	
	Federal Func	ds 0	.00 %		Bonds	0.00 %	
	Highway Fun	nds 0	.00 %	Х	Other funding	100.00 % STAT	UTORY CONTINGENCY FUNDS
2.	Contract start date:						
	a. Effective upon Bo Examiner's appro	oard of oval?	No	or b.	other effective	date 09/28/2022	2
	Anticipated BOI	E meetin	g date	11/2	022		
	Retroactive?		No				
	If "Yes", please expla	ain					
	Not Applicable						
3.	Termination Date:	08/	/01/2023				
	Contract term:	30	7 days				
4.	Type of contract:	Co	ntract				
	Contract description:	: Ou	tside Cou	insel			
5.	Purpose of contract:						
	This is a new contra	act to pr					or the Attorney General's Office on erns across the United States.
6.	NEW CONTRACT						
	The maximum amou	int of the	contract fo	or the te	erm of the contr	act is: \$50,000.00	
J	USTIFICATION						
7.	What conditions requ	uire that t	<u>his w</u> ork b	e done	?		
	The Department of T the United States. Co review for privacy an	ounsel at	the Attorr	iey Ger	ey consultation a neral's Office is	and forensic review re licensed in Nevada b	elated to privacy and data concerns across but not across the states necessary for
8.	Explain why State er	nployees	in your a	gency c	or other State ag	gencies are not able t	to do this work:
	State employees do	not have	this type	of expe	rtise.		
9.	Were quotes or prop	osals sol	icited?			No	
	Was the solicitation (Division?	(RFP) do	ne by the	Purcha	sing	No	
	a. List the names of	vendors	hat were	solicited	d to submit prop	osals (include at leas	st three):
	Not Applicable						
	b. Soliciation Waiver	: Exemp	t (Per stat	ute)			
	c. Why was this cont	ractor ch	osen in pr	eferenc	ce to other?		

	d. Last bid date:	Anticipated re-bi	id date:				
10.	a. Does the contract contain any b. Is the contract part of an IT inve \$50,000?	•	No No				
III. C	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or F	Percentage Paid to the Cor	ntractor?				
	No If "Yes", please prov	ide the Indirect Cost Rate	or Percentage Paid to the Contractor				
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No						
	b. Was the contractor formerly en performed by someone formerly en No	nployed by the State of New employed by the State of N	vada within the last 24 months or will the contracted services be evada within the last 24 months?				
	c. Is the contractor employed by a No If "Yes", please expl	•	bdivisions or by any other government?				
	Not Applicable						
13.	Has the contractor ever been eng	aged under contract by an	y 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 t Foreign Corporation	he Nevada Secretary of St	ate's Office as a:				
16.	a. Is the Contractor Name the sar Yes	ne as the legal Entity Name	e?				
17.	a. Does the contractor have a cur Yes	rent Nevada State Busines	ss License (SBL)?				
18.	a. Is the legal entity active and in Yes	good standing with the Nev	vada Secretary of State's Office?				
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 CONTRACT

	CONTRACT				
1. Contract Number:	21759		Amendment Number:	1	
			Legal Entity Name:	TECHNICAL ASSO	OCIATES, INC.
Agency Name:	ATTORNEY GENER	AL'S OFFICE	Contractor Name:	TECHNICAL ASS	OCIATES, INC.
Agency Code:	030		Address:	PO BOX 1690	
Appropriation Uni	t: 1038-10				
Is budget authorit available?:	y Yes		City/State/Zip	MECHANICSVILL	E, VA 23116-1690
If "No" please exp	lain: Not Applicable		Contact/Phone:	Jennifer Dolen 804	/272-5363
			Vendor No.:	T29041997A	
			NV Business ID:	NV20101363660	
To what State Fis	cal Year(s) will the cont	ract be charged?	2019-2023		
What is the source the contractor will	e of funds that will be u be paid by multiple fun	sed to pay the contrac ding sources.	ctor? Indicate the pe	rcentage of each fur	nding source if
General F	unds 0.00 %	Fees	0.00 %		
Federal F	unds 0.00 %	Bonds	0.00 %		
Highway F	Funds 0.00 %	X Other funding	100.00 % Regul	atory Assessment	S
Agency Reference	e #: 15468				
2. Contract start date	e:				
a. Effective upon Examiner's ap	Board of No of proval?	or b. other effective of	date 06/13/2019)	
•	BOE meeting date	10/2022			
Retroactive?	No				
If "Yes", please ex					
Not Applicable					
	red 06/11/2022				
3. Previously Approv Termination Date:					
Contract term:	4 years and 2	days			
4. Type of contract:	Contract	•			
Contract descripti		Service			
·		Service			
5. Purpose of contra					
Bureau of Consu and rate design	Imendment to the orig Imer Protection on iss matters relating to util nt from \$199,400 to \$2	ues relating to class ity rate making and	s cost allocations, of cost recovery prop	distribution of reven losals. This amend	enues across classes
6. CONTRACT AME	NDMENT				
		Trans \$	S Info Acc	um \$ Action	Accum \$ Agenda
1. The max a contract:	mount of the original	\$199,400.00	\$199,40	00.00 \$19	99,400.00 Yes - Action
2. Amount of (#1):	current amendment	\$45,000.00	\$45,00	00.00 \$2	45,000.00 Yes - Info
 New maxir amount: 	num contract	\$244,400.00)		
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 advic adequately protect the public	e that is not available in Sta c interest.	ate agencies is required by the Bureau of Consumer Protection to					
9. Were quotes or proposals so	olicited?	No					
Was the solicitation (RFP) d Division?	one by the Purchasing	No					
a. List the names of vendors	that were solicited to subr	nit proposals (include at least three):					
Not Applicable							
b. Soliciation Waiver: Profes	sional Service (As define	ed in NAC 333.150)					
c. Why was this contractor c	hosen in preference to othe	er?					
	for their experience, expert	tise, 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 I \$50,000?	T investment project over	No					
OTHER INFORMATION							
11. Is there an Indirect Cost Rat	e or Percentage Paid to the	e Contractor?					
No If "Yes", please	provide the Indirect Cost I	Rate or Percentage Paid to the Contractor					
Not Applicable							
employee of the State of Ne	employee of the State of Nvada?	Nevada or will the contracted services be performed by a current					
Νο							
 b. Was the contractor forme performed by someone form 	rly employed by the State c erly employed by the State	of Nevada within the last 24 months or will the contracted services b of Nevada within the last 24 months?					
No							
c. Is the contractor employed	d by any of Nevada's politic	al subdivisions or by any other government?					
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain						
Not Applicable							
		av any State aganav?					
	Has the contractor ever been engaged under contract by any State agency?						
agency has be	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:						
	17, 2018 and June 13, 2019	9 through the present for the Bureau of Consumer Protection and its					
14. Is the contractor currently in	volved in litigation with the	State of Nevada?					
No If "Yes", please	provide details of the litigation	ation and facts supporting approval of the contract:					
Not Applicable							
15. The contractor is registered Foreign Corporation	with the Nevada Secretary	of State's Office as a:					
16. a. Is the Contractor Name th Yes	e same as the legal Entity	Name?					
17. a. Does the contractor have Yes	a current Nevada State Bu	siness License (SBL)?					
	nd in good standing with th	e Nevada Secretary of State's Office?					
19. Agency Field Contract Monit	or:						
20. Contract Status:							
Contract Approvals:							
Approval Level	User	Signature Date					
Budget Account Approva		08/25/2022 14:20:47 PM					
Division Approval	hrobinso	08/25/2022 14:20:52 PM					
	h rohing o	00/00/2022 00:44:47 414					

Department Approval

Contract Manager Approval

Budget Analyst Approval

09/06/2022 08:14:47 AM

09/06/2022 12:32:49 PM

09/20/2022 11:39:55 AM

hrobinso

pmcco1

jcoope8

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: 26853

				Legal Entity Name:	CITY OF LAS VEGAS DETENTION AND ENFORCEMENT
	Agency Name: A	TTORNEY GENI	ERAL'S OFFICE	Contractor Name:	CITY OF LAS VEGAS DETENTION AND ENFORCEMENT
	Agency Code: 0	30		Address:	3300 STEWART AVE
	Appropriation Unit: 1	042-00			
	Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89101
	If "No" please explain	: Not Applicable		Contact/Phone: Vendor No.:	702-229-5916
				NV Business ID:	GOVERNMENT ENTITY
	To what State Fiscal	Year(s) will the co	ontract be charged		
	What is the source of the contractor will be			ontractor? Indicate the pe	rcentage of each funding source if
	General Fund	ls 0.00 %	X Fees	100.00 % REVE	NUE
	Federal Fund	s 0.00 %	Bonds	0.00 %	
	Highway Fund	ds 0.00 %	Other fur	nding 0.00 %	
2.	Contract start date:				
	a. Effective upon Boa Examiner's approv	ard of No val?	or b. other effe	ctive date 07/01/2022	2
	Anticipated BOE	E meeting date	11/2022		
	Retroactive?	Yes			
	If "Yes", please expla	iin			
	We are requesting t	his contract to b	e retroactive to J	uly 1, 2022 due to the Ap	opriss Insights contract being approved
	late in June and the	delayed turnaro	und time from th	e Clark County Detention	n Center.
3.	Termination Date:	06/30/2023			
	Contract term:	364 days			
4.	Type of contract:	Revenue C	ontract		
	Contract description:	VINE Syste	ms		
5.	Purpose of contract:				
	This is a new Interlo	cal Revenue co	ntract to provide	for the Automated Victin	n Information and Notification System
	(VINE). The public s	safety entities th	at utilize this sys	tem will cost share with	the Office of the Attorney General.
6.	NEW CONTRACT				
	The maximum amour	nt of the contract f	or the term of the	contract is: \$20,000.00	
J	USTIFICATION				
7.	What conditions requ	ire that this work	be done?		
	The VINE system is u cost for the operation		counties and publ	ic safety entities. The age	encies that use this system will share the
8.	Explain why State em	nployees in your a	gency or other Sta	ate agencies are not able t	to do this work:
	State employees are	not needed for w	ork on this contrac	t	
9.	Were quotes or propo	osals solicited?		No	
	Was the solicitation (I Division?		Purchasing	No	
	a. List the names of v	vendors that were	solicited to submit	proposals (include at leas	st three):
	a. List the names of v Not Applicable	vendors that were	solicited to submit	proposals (include at leas	st three):
			solicited to submit	proposals (include at leas	st three):

	d. Last bid date:	Anticipated re-	-bid date:				
10.	. a. Does the contract contain any I	Components?	No				
	b. Is the contract part of an IT inve \$50,000?	stment project over	No				
II. C	OTHER INFORMATION						
11.	. Is there an Indirect Cost Rate or P	ercentage Paid to the C	ontractor?				
		de the Indirect Cost Rat	e or Percentage Paid to the Contractor				
	Not Applicable						
12.	. a. Is the contractor a current employee of the State of Nevada? No	oyee of the State of Nev	ada or will the contracted services be performed by a current				
	b. Was the contractor formerly em performed by someone formerly e No	ployed by the State of N mployed by the State of	levada within the last 24 months or will the contracted services be Nevada within the last 24 months?				
	c. Is the contractor employed by a	ny of Nevada's political	subdivisions or by any other government?				
	No If "Yes", please expla	ain					
	Not Applicable						
13.	. Has the contractor ever been enga	aged under contract by a	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	l in litigation with the Sta	te 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 wi Governmental Entity	th the Nevada Secretary	of State's Office because the legal entity is a:				
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

AARON D. FORD Attorney General

CAROLINE BATEMAN First Assistant Attorney General

CHRISTINE JONES BRADY Second Assistant Attorney General



JESSICA L. ADAIR Chief of Staff

LESLIE NINO PIRO General Counsel

HEIDI PARRY STERN Solicitor General

STATE OF NEVADA

OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street Carson City, Nevada 89701

MEMORANDUM

Date:	September 27, 2022
То:	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.

4

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: 26826

						Legal Entity Name:	Clark County Detention Center
	Agency Name:	ATTOR		RAL'S	OFFICE	Contractor Name:	Clark County Detention Center
	Agency Code:	030				Address:	330 South Casino Center Blvd
	Appropriation Unit:	1042-0	0				
	Is budget authority available?:		Yes			City/State/Zip	Las Vegas, NV 89101
	If "No" please explai	in: Not	Applicable			Contact/Phone: Vendor No.:	LEAH ANDERSON 702-671-8100
						NV Business ID:	GOVERNMENT ENTITY
	To what State Fisca	l Year(s	s) will the co	ntract b	e charged?	2023	
		of funds	s that will be	used to	pay the contra		rcentage of each funding source if
	General Fun	•	0.00 %	X X	Fees	100.00 % reven	ue
	Federal Fun		0.00 %		Bonds	0.00 %	
	Highway Fur		0.00 %		Other funding	0.00 %	
2	Contract start date:				0		
۷.	a. Effective upon Be Examiner's appro	oard of	No	or b.	other effective	date 09/23/2022	2
	Anticipated BO		ting date	11/2	022		
	Retroactive?		Yes				
	If "Yes", please expl	lain					
	We are requesting	this co	ontract to be ed turnaro	e retroa und tim	active to July 1 a from the Cla	, 2022 due to the Ap rk County Detentio	opriss Insights contract being approved n Center.
3.	Termination Date:	(06/30/2023				
-	Contract term:		280 days				
4.	Type of contract:		Revenue Co	ontract			
	Contract description		VINE Syster				
5	Purpose of contract:		-				
0.	· ·		evenue cor	tract to	p provide for th	e Automated Victin	n Information and Notification System
	(VINE). The public	safety	entities that	at utiliz	e this system v	will cost share with	the Office of the Attorney General.
6.	NEW CONTRACT						
	The maximum amou	unt of th	ne contract f	or the te	erm of the contra	act is: \$45,000.00	
J	USTIFICATION						
7.	What conditions req	uire tha	at this work b	e done	?		
	The VINE system is cost for the operatio	utilized	d by several s system.	countie	s and public saf	ety entities. The age	encies that use this system will share the
8.	Explain why State e	mploye	es in your a	gency c	or other State ag	gencies are not able t	to do this work:
	State employees are	e not ne	eded for wo	ork on th	nis contract		
9.	Were quotes or prop	oosals s	solicited?			No	
	Was the solicitation Division?	(RFP)	done by the	Purcha	sing	No	
	a. List the names of	vendor	rs that were	solicited	d to submit prop	osals (include at leas	st three):
	Not Applicable						
	b. Soliciation Waive						
	c. Why was this con	tractor	chosen in pi	eferenc	ce to other?		

d	I. Last bid date:	Anticipated re-bio	date:				
	a. Does the contract contain any IT	•	No				
	 Is the contract part of an IT inves 550,000? 	stment project over	No				
III. OT	THER INFORMATION						
11. Is	s there an Indirect Cost Rate or Pe	ercentage Paid to the Cont	ractor?				
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor						
	Not Applicable						
12. a e	a. Is the contractor a current emplo employee of the State of Nevada?	yee of the State of Nevada	a or will the contracted services be performed by a current				
	No						
b P	 Was the contractor formerly emp performed by someone formerly en No 	loyed by the State of Neva nployed by the State of Ne	ada within the last 24 months or will the contracted services be evada within the last 24 months?				
C.	. Is the contractor employed by an	y of Nevada's political sub	divisions or by any other government?				
	No If "Yes", please explai	n					
N	lot Applicable						
13. H	las the contractor ever been engage	• • •					
	No If "Yes", specify when agency has been veri	and for which agency and fied as satisfactory:	indicate if the quality of service provided to the identified				
N	Not Applicable						
14. Is	s the contractor currently involved	in litigation with the State	of Nevada?				
_	No If "Yes", please provid	le details of the litigation a	nd facts supporting approval of the contract:				
N	lot Applicable						
	 The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity 						
16. N	lot Applicable						
17. N	Not Applicable						
18. N	Not Applicable						
19. A	Agency Field Contract Monitor:						
20. C	Contract Status:						
С	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 Contract Manager Approval	jhoba2 Iramire7	09/20/2022 12:13:36 PM 09/20/2022 13:21:29 PM				
	Budget Analyst Approval	jpeat	09/20/2022 13.21.29 PM 09/23/2022 08:19:28 AM				
		1- 201					

AARON D. FORD Attorney General

CAROLINE BATEMAN First Assistant Attorney General

CHRISTINE JONES BRADY Second Assistant Attorney General



JESSICA L. ADAIR Chief of Staff

LESLIE NINO PIRO General Counsel

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
То:	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 CONTRACT

1. Contract Number: 26809

				Legal Entity Name:	CARAHSOFT TECHNOLOGY CORPORATION
	Agency Name:	SECRETARY OF	STATE'S OFFICE	Contractor Name:	CARAHSOFT TECHNOLOGY CORPORATION
	Agency Code:	040		Address:	11493 SUNSET HILLS RD STE 100
	Appropriation Unit:	1050-11			
	Is budget authority available?:	Yes		City/State/Zip	RESTON, VA 20190-5230
	If "No" please explai	n: Not Applicable		Contact/Phone:	703/871-8500
				Vendor No.:	PUR0004357
				NV Business ID:	NV20151127305
	To what State Fisca	I Year(s) will the co	ontract be charged?	2023-2025	
	What is the source of the contractor will be	of funds that will be e paid by multiple f	e used to pay the contrac unding sources.	ctor? Indicate the pe	rcentage of each funding source if
	X General Fun	ds 100.00 %	Fees	0.00 %	
	Federal Fund	ds 0.00 %	Bonds	0.00 %	
	Highway Fur	nds 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon Bo Examiner's appro		or b. other effective of	date 09/27/2022	2
	Anticipated BO	E meeting date	11/2022		
	Retroactive?	No			
	If "Yes", please expl	ain			
	Not Applicable				
		40/04/0004			
3.	Termination Date:	12/31/2024			
3.	Termination Date: Contract term:	2 years and	l 96 days		
	Contract term:	2 years and	-	Work Plan	
	Contract term: Type of contract:	2 years and Other (inclu	ude description): MSA	Work Plan	
4.	Contract term:	2 years and Other (inclusion) Voter Cure	ude description): MSA	Work Plan	
4.	Contract term: Type of contract: Contract description Purpose of contract: This is a new work	2 years and Other (inclust Voter Cure	ude description): MSA Process er Service Agreement of	contract #99SWC-N	IV18-421. This work plan will provide a strars, to protect the integrity of the
4. 5.	Contract term: Type of contract: Contract description Purpose of contract: This is a new work voter signature cur	2 years and Other (inclust Voter Cure	ude description): MSA Process er Service Agreement of	contract #99SWC-N	IV18-421. This work plan will provide a strars, to protect the integrity of the
4. 5.	Contract term: Type of contract: Contract description Purpose of contract: This is a new work voter signature cur Nevada voting prod NEW CONTRACT	2 years and Other (inclust Voter Cure plan under Master ring process, to p cess.	ude description): MSA Process er Service Agreement of	contract #99SWC-N urce to county regis	IV18-421. This work plan will provide a strars, to protect the integrity of the
4. 5. 6.	Contract term: Type of contract: Contract description Purpose of contract: This is a new work voter signature cur Nevada voting prod NEW CONTRACT	2 years and Other (inclust Voter Cure plan under Master ring process, to p cess.	ude description): MSA Process er Service Agreement o rovide a uniform reso	contract #99SWC-N urce to county regis	IV18-421. This work plan will provide a strars, to protect the integrity of the
4. 5. 6.	Contract term: Type of contract: Contract description Purpose of contract: This is a new work voter signature cur Nevada voting prod NEW CONTRACT The maximum amou	2 years and Other (inclust Voter Cure plan under Master ring process, to p cess.	ude description): MSA Process er Service Agreement of rovide a uniform resou	contract #99SWC-N urce to county regis	IV18-421. This work plan will provide a strars, to protect the integrity of the
4. 5. 6.	Contract term: Type of contract: Contract description Purpose of contract: This is a new work voter signature cur Nevada voting prod NEW CONTRACT The maximum amou USTIFICATION What conditions req The Secretary of Sta transition to an all m are not accustomed substantial effort to o	2 years and Other (inclustion) Voter Cure plan under Master ing process, to p cess. unt of the contract f uire that this work ate, in close collabor ail-in ballot primary to an all mail-in ballot primary	ude description): MSA Process er Service Agreement of rovide a uniform resolu- for the term of the contra- be done? oration with the Governo y election as part of the allot election, the Secreta have access to the infor	contract #99SWC-N urce to county regis act is: \$45,000.00 or, Attorney General, statewide response to ary of State and Elector mation needed to co	IV18-421. This work plan will provide a strars, to protect the integrity of the a strars, to protect the integrity of the a strars, to protect the integrity of the could be
4. 5. J I 7.	Contract term: Type of contract: Contract description Purpose of contract: This is a new work voter signature cur Nevada voting prod NEW CONTRACT The maximum amou USTIFICATION What conditions req The Secretary of Sta transition to an all m are not accustomed substantial effort to a elections. The servic using their mobile ph	2 years and Other (inclust Voter Cure plan under Master ing process, to p cess. unt of the contract in uire that this work ate, in close collabu- ail-in ballot primary to an all mail-in ba- ensure that voters ces provided by Ca- nones.	ude description): MSA Process er Service Agreement of rovide a uniform resolu- for the term of the contra- be done? oration with the Governo y election as part of the allot election, the Secreta have access to the infor	contract #99SWC-N urce to county regis act is: \$45,000.00 or, Attorney General, statewide response to ary of State and Elec mation needed to co adans to quickly valio	and county elections officials, decided to to the COVID-19 pandemic. As Nevadans tions Division are making a rapid and onfidently and safely participate in Nevada date their signatures on their mail-in ballot
4. 5. 6. J I 7.	Contract term: Type of contract: Contract description Purpose of contract: This is a new work voter signature cur Nevada voting prov NEW CONTRACT The maximum amou USTIFICATION What conditions req The Secretary of Sta transition to an all m are not accustomed substantial effort to a elections. The servic using their mobile pl	2 years and Other (inclustion) Voter Cure plan under Master ing process, to process. Unt of the contract for ail-in ballot primary to an all mail-in ballot primary to an all mail to an all	ude description): MSA Process er Service Agreement of rovide a uniform resort for the term of the contra- be done? oration with the Governor y election as part of the illot election, the Secreta have access to the infor arahsoft will enable Neva	contract #99SWC-N urce to county regis act is: \$45,000.00 or, Attorney General, statewide response ary of State and Elec mation needed to co adans to quickly valid	and county elections officials, decided to to the COVID-19 pandemic. As Nevadans tions Division are making a rapid and onfidently and safely participate in Nevada date their signatures on their mail-in ballot

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. Soliciation Waiver: Not Applica c. Why was this contractor chosen					
	d. Last bid date:	Anticipated re	-bid date:			
	a. Does the contract contain any I [°] b. Is the contract part of an IT inve \$50,000?	•	Yes No			
. C	THER INFORMATION					
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the C	Contractor?			
	No If "Yes", please provi	de the Indirect Cost Ra	te or Percentage Paid to the Contractor			
	Not Applicable					
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of Nev	vada or will the contracted services be performed by a current			
	b. Was the contractor formerly emperformed by someone formerly e No	ployed by the State of N mployed by the State of	levada within the last 24 months or will the contracted services be Nevada within the last 24 months?			
,	c. Is the contractor employed by a No If "Yes", please explain Not Applicable	•	subdivisions or by any other government?			
			and Otata a new sub			
13.	Has the contractor ever been enga Yes If "Yes", specify when agency has been ver	n and for which agency	any State agency? and indicate if the quality of service provided to the identified			
	This is a statewide contract procur	ed by the State Purcha	sing Division.			
	14. Is the contractor currently involved in litigation with the State of Nevada?					
14.	is the contractor currently involved	I in litigation with the Sta	ate of Nevada?			
	,	0	ate of Nevada? n and facts supporting approval of the contract:			
[No If "Yes", please provi	de details of the litigatio	n and facts supporting approval of the contract:			
15.	No If "Yes", please provi Not Applicable The contractor is registered with th	de details of the litigatic	n and facts supporting approval of the contract: State's Office as a:			
15. 16.	No If "Yes", please provi Not Applicable The contractor is registered with th Foreign Corporation a. Is the Contractor Name the sam	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na	n and facts supporting approval of the contract: State's Office as a: me?			
15. 16. 17.	No If "Yes", please provi Not Applicable The contractor is registered with the Foreign Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir	n and facts supporting approval of the contract: State's Office as a: me?			
15. 16. 17. 18.	No If "Yes", please provi Not Applicable The contractor is registered with the Foreign Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative set of the same Yes	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir	n and facts supporting approval of the contract: State's Office as a: me? hess License (SBL)?			
 15. 16. 17. 18. 19.	No If "Yes", please provi Not Applicable The contractor is registered with the Foreign Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative set	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir	n and facts supporting approval of the contract: State's Office as a: me? hess License (SBL)?			
 15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in greesAgency Field Contract Monitor:	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir	n and facts supporting approval of the contract: State's Office as a: me? hess License (SBL)?			
 15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in greesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N User	n and facts supporting approval of the contract: State's Office as a: me? hess License (SBL)? Nevada Secretary of State's Office? Signature Date			
15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in greesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N User shudder	In and facts supporting approval of the contract: State's Office as a: Ime? Ness License (SBL)? Nevada Secretary of State's Office? Signature Date 09/13/2022 07:57:34 AM			
15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in green YesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N User shudder shudder	n and facts supporting approval of the contract: State's Office as a: me? hess License (SBL)? Nevada Secretary of State's Office? Signature Date 09/13/2022 07:57:34 AM 09/13/2022 07:57:38 AM			
15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in grass YesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N User shudder shudder shudder	n and facts supporting approval of the contract: State's Office as a: me? hess License (SBL)? Nevada Secretary of State's Office? Signature Date 09/13/2022 07:57:34 AM 09/13/2022 07:57:38 AM 09/13/2022 07:57:43 AM			
15. 16. 17. 18. 19. 20.	NoIf "Yes", please proviNot ApplicableThe contractor is registered with the Foreign Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in green YesAgency Field Contract Monitor:Contract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N User shudder shudder	n and facts supporting approval of the contract: State's Office as a: me? hess License (SBL)? Nevada Secretary of State's Office? Signature Date 09/13/2022 07:57:34 AM 09/13/2022 07:57:38 AM			

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26810

								Legal Entity Name:	HIGH DESERT MICROIMAGING, INC.
	Agency	/ Name:	SECR	ETAR	Y OF S	TATE'S OFFICE		Contractor Name:	HIGH DESERT MICROIMAGING, INC.
	Agency	/ Code:	040					Address:	1344 DISC DRIVE #404
	Approp	riation Unit:	1050-	26					
	ls budg availab	get authority le?:		Y	Yes			City/State/Zip	SPARKS, NV 89436-0684
	If "No"	please expla	ain: No	ot Appli	cable			Contact/Phone:	Faisal Khan 775-359-6980
								Vendor No.:	T81085507
								NV Business ID:	NV19951110096
						ntract be charged?		2023	
	What is the con	s the source stractor will b	of func be paid	by mu	will be Itiple fu	used to pay the co Inding sources.	ontract	or? Indicate the pe	rcentage of each funding source if
	Х	General Fu	nds	100.00	%	Fees		0.00 %	
		Federal Fur		0.00		Bonds		0.00 %	
		Highway Fu	unds	0.00	%	Other fund	ding	0.00 %	
2.	Contra	ct start date:							
	a. Effe Exa	ective upon E miner's app	Board c roval?	of	No	or b. other effec	tive da	ate 09/20/202	2
	Ar	nticipated B0	DE me	eting da	ate	11/2022			
	Retroa	ctive?			No				
	If "Yes"	', please exp	olain						
	Not Ap	plicable							
3.	Termin	ation Date:		06/30/	2023				
	Contra	ct term:		283 da	ays				
4.	Type of	f contract:		Contr	act				
	Contra	ct descriptio	n:	Scanr	ner Ma	intenance			
5.	Purpos	e of contrac	t:						
		a new cont Filing syst		hich p	rovide	s quarterly maint	enan	ce of scanners for	r use with the Cenuity Corporate and
6.	NEW C	ONTRACT							
	The ma	aximum amo	ount of	the cor	ntract fo	or the term of the c	contrac	ct is: \$22,675.00	
J	USTIFI	CATION							
7.	What c	onditions rea	quire th	nat this	work b	e done?			
	docum	ents, work re	equests	s and p	aymer	t instruments and	uses t	se of scanners to r he Pro Scan mach y require maintena	eceive incoming corporate filing ines to convert the paper documents within nce and service.
8.	Explain	why State	employ	ees in	your a	gency or other Sta	te age	ncies are not able	to do this work:
	scanne	mployees wers and the C maintenar	Cenuity	e Secre Corpo	etary o rate ar	f State or other Sta d Notary Filing Sy	ate ag stem a	encies are not spe and do not possess	cifically trained on the interface with the the technical knowledge to perform the
9.	Were q	juotes or pro	posals	solicite	ed?			Yes	
	Was th Divisior	e solicitatior	n (RFP)) done	by the	Purchasing		No	
	a. List t	the names o	f vendo	ors that	were	solicited to submit	propo	sals (include at lea	st three):
	High Si	on Documer ierra Busine: esert Microir	ss Syši	tems					

c. Why was this contractor chos	en in preference to othe	?	
This vendor agreed to the scope	e of work required by the	SOS and their pricing was competitive.	
d. Last bid date: 08/01/2	022 Anticipated	re-bid date: 08/01/2026	
10. a. Does the contract contain an	/ IT components?	Yes	
b. Is the contract part of an IT ir	•	No	
\$50,000?			
OTHER INFORMATION			
11. Is there an Indirect Cost Rate o	Percentage Paid to the	Contractor?	
No If "Yes", please pr	ovide the Indirect Cost R	ate or Percentage Paid to the Contractor	
Not Applicable			
employee of the State of Nevad	ployee of the State of N a?	evada or will the contracted services be performed by a curr	ent
No			
 b. Was the contractor formerly experience by someone formerly 	employed by the State of employed by the State	Nevada within the last 24 months or will the contracted served of Nevada within the last 24 months?	vices be
Νο			
c. Is the contractor employed by	any of Nevada's politica	al subdivisions or by any other government?	
No If "Yes", please ex	plain		
Not Applicable			
13. Has the contractor ever been er	ngaged under contract b	/ any State agency?	
No If "Yes", specify wi	nen and for which agenc verified as satisfactory:	y and indicate if the quality of service provided to the identifi	ed
Not Applicable			
14. Is the contractor currently involv	ed in litigation with the S	state of Nevada?	
-	•	ion 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 s	ame as the legal Entity I	lame?	
Yes			
17. a. Does the contractor have a c	irrent Nevada State Bus	iness License (SBL)2	
Yes			
18 a. Is the legal entity active and i	n good standing with the	Nevada Secretary of State's Office?	
Yes	geed etalling that are		
19. Agency Field Contract Monitor:			
0			
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 14:11:37 PM 09/14/2022 14:11:40 PM	
Department Approval	dbowma1	09/14/2022 14:11:40 PM	
Contract Manager Approval		09/14/2022 14:11:47 PM 09/14/2022 14:26:06 PM	
	audie	09/14/2022 14.20.00 FW	

09/14/2022 14:26:06 PM 09/15/2022 07:21:25 AM 09/20/2022 10:13:40 AM

EITS Approval

Budget Analyst Approval

ljean

jpeat

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: 26890

						Legal Entity Name:	THE SIMMONS GROUP
			N - DIVISIC URCE MA			Contractor Name:	THE SIMMONS GROUP
	Agency Code: 0)70				Address:	6841 S EASTERN AVE STE 103
	Appropriation Unit: 1	363-0)4				
	Is budget authority available?:		Yes			City/State/Zip	Las vegas, NV 89119-0001
	If "No" please explair	n: No	t Applicable	Э		Contact/Phone:	702/492-5334
						Vendor No.:	T32009595
						NV Business ID:	T32009595
	To what State Fiscal	Year((s) will the o	contract b	e charged?	2023	
	What is the source of the contractor will be					ctor? Indicate the pe	rcentage of each funding source if
	General Fund	ds	0.00 %		Fees	0.00 %	
	Federal Fund	ls	0.00 %		Bonds	0.00 %	
	Highway Fun	ds	0.00 %	Х	Other funding	100.00 % Perso	nnel Assessment Funds
2.	Contract start date:						
	a. Effective upon Bo Examiner's approv	oard of val?	f No	orb.	other effective of	date 10/11/2022	2
	Anticipated BOE		eting date	11/2	022		
	Retroactive?		No				
	If "Yes", please expla	ain	-				
	Not Applicable						
ર	Termination Date:		12/11/2022	2			
0.	Contract term:		61 days				
4			-				
4.	Type of contract: Contract description:		Contract	ion Sony			
_			Investigat	ION Serv.			
5.	Purpose of contract:						
	This is a new contra	act to	provide h	uman res	sources investi	igation services.	
6.	NEW CONTRACT						
	The maximum amour	nt of t	he contrac	t for the te	erm of the contra	act is: \$10,000.00	
J	USTIFICATION						
		uiro th	at this worl	(ha dana	2		
1.	What conditions required Title IV Complaint Inv			c be done	<i>(</i>		
_							
8.	Explain why State en		-				to do this work:
	Staff workload and tir	ming	necessary	to comple	ete the investigat	tion	
9.	Were quotes or prope					Yes	
	Was the solicitation (Division?	(RFP)	done by th	e Purcha	sing	No	
	a. List the names of v	vendo	ore that war	a solicitar	to submit prop	osals (include at leas	st three).
	Simmons Group LLC						Stanooj.
	Simons, Hall, Johnsto Christensen Law Gro	oup, L					
	b. Soliciation Waiver:		••				
	c. Why was this contr	ractor	chosen in	preference	ce to other?		

	d. Last bid date: 10/06/2	022 Anticipate	d re-bid date: 12	2/11/2022					
10.	a. Does the contract contain an b. Is the contract part of an IT in \$50,000?		No No						
I. C	OTHER INFORMATION								
	Is there an Indirect Cost Rate o	r Percentage Paid to th	e Contractor?						
		0		ge Paid to the Contractor					
	Not Applicable			,					
12.	a. Is the contractor a current en employee of the State of Nevac	nployee of the State of la?	Nevada or will the	contracted services be performed by a current					
	Νο								
	performed by someone formerly	employed by the State y employed by the Stat	of Nevada within t ə of Nevada withir	he last 24 months or will the contracted services be the last 24 months?					
	Νο								
	c. Is the contractor employed by		cal subdivisions o	r by any other government?					
	No If "Yes", please ex	(plain							
	Not Applicable								
13.	Has the contractor ever been e	00	, , 0	5					
	agency has been	verified as satisfactory:	•	the quality of service provided to the identified					
	Yes, this contractor has perform	ned work for DHRM fro	n FY21 through F	Y22. Performance has been satisfactory.					
14.	Is the contractor currently involve	•							
		ovide details of the litig	ation and facts su	pporting approval of the contract:					
	Not Applicable								
15.	The contractor is registered with LLC	n the Nevada Secretary	of State's Office	as a:					
16.	a. Is the Contractor Name the s Yes	ame as the legal Entity	Name?						
17.	a. Does the contractor have a c Yes	urrent Nevada State B	usiness License (S	SBL)?					
18.	a. Is the legal entity active and Yes	in good standing with th	e Nevada Secreta	ary of State's Office?					
19.	Agency Field Contract Monitor: Mandee Bowsmith, Interim A		354-3635						
20.	Contract Status:								
20.	Contract Status: Contract Approvals:								
20.		User	Signatur	re Date					
20.	Contract Approvals:	User mtum1	-	e Date 022 11:03:21 AM					
20.	Contract Approvals: Approval Level		10/11/20						
20.	Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	mtum1 mtum1 mtum1	10/11/20 10/11/20 10/11/20	022 11:03:21 AM 022 11:03:25 AM 022 11:03:29 AM					
20.	Contract Approvals: Approval Level Budget Account Approval Division Approval	mtum1 mtum1 mtum1	10/11/20 10/11/20 10/11/20 10/11/20	022 11:03:21 AM 022 11:03:25 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: 26711

•••						
					Legal Entity Name:	AMERICAN CHILLER SERVICE INC
		DMIN - STATE F	UBLIC	WORKS	Contractor Name:	AMERICAN CHILLER SERVICE INC
	Agency Code: 08	82			Address:	ACS
	Appropriation Unit: 13					PO BOX 1887
	Is budget authority available?:	Yes			City/State/Zip	RANCHO CORDOVA, CA 95741
	If "No" please explain:	: Not Applicable			Contact/Phone:	BEN BARLOW 775/322-9900
					Vendor No.:	PUR0005542A
					NV Business ID:	NV19921063155
	To what State Fiscal	Year(s) will the co	ontract b	e charged?	2023-2026	
		funds that will be	used to	pay the contract		rcentage of each funding source if
	General Fund		- J -	Fees	0.00 %	
	Federal Funds			Bonds	0.00 %	
	Highway Fund		х	Other funding		ng Rental Income Revenue
~	0 1		~	e and randing		
	Contract start date:	and at Na		ath an affa ath as a	40/05/0000	
	a. Effective upon Boa Examiner's approv		or b.	other effective c	late 10/05/2022	
	Anticipated BOE		10/2	022		
	Retroactive?	No				
	If "Yes", please explai	in				
	Not Applicable					
3.	Termination Date:	06/30/2026				
	Contract term:	3 years and	l 269 da	vs		
4		-		y -		
4.	Type of contract:		100000	_		
_	Contract description:	HVAC Main	tenance	÷		
5.	Purpose of contract:					
	This is a new contra- and equipment renta	ct to provide on als for emergend	going c y chille	hiller maintena r failures	nce and repair, coo	bling tower maintenance and repair,
6.	NEW CONTRACT					
	The maximum amoun	t of the contract f	or the te	erm of the contra	act is: \$46,790.28	
Other basis for payment: Labor rates 8-5, M-F \$140/per hr; Overtime & charge \$125/per day						\$210/per hr; Holidays \$280/per hr/Trip
J	USTIFICATION					
7.	What conditions requi	ire that this work	be done	?		
	Maintenance of the ch	nillers extends the	e life of t	he equipment, th	he operational efficie	ency and reduces equipment failures.
8.	Explain why State em	ployees in your a	igency o	or other State age	encies are not able t	o do this work:
	Amount requested is I	haaad on the low	est bids	received		
	Amount requested is i	based on the low				
9.					Yes	
9.	Were quotes or propo Was the solicitation (F	sals solicited?		sing	Yes No	
9.	Were quotes or propo	sals solicited? RFP) done by the	Purcha	0	No	st three):
9.	Were quotes or propo Was the solicitation (F Division? a. List the names of ve Gardner Engineering	sals solicited? RFP) done by the	Purcha	0	No	st three):
9.	Were quotes or propo Was the solicitation (F Division? a. List the names of ve	esals solicited? RFP) done by the endors that were	Purcha	0	No	st three):

		in preference to other?	
L r	pest price	•	
C	d. Last bid date: 07/12/2022	2 Anticipated re	e-bid date: 07/12/2026
10. a	a. Does the contract contain any I	Γ components?	No
	o. Is the contract part of an IT inve \$50,000?	stment project over	No
. 0	THER INFORMATION		
11. I	s there an Indirect Cost Rate or P	ercentage Paid to the C	Contractor?
Г		de the Indirect Cost Rat	te or Percentage Paid to the Contractor
_	Not Applicable		
12. a e	 a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No 		
t F			
C	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?		
Ŀ	No If "Yes", please explain		
	Not Applicable		
13. ł	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:		
ر	yes, with Buildings & Grounds		
14. I	Is the contractor currently involved in litigation with the State of Nevada? No If "Yes", please provide details of the litigation and facts supporting approval of the contract:		
	into in res, please provi	de details of the illigatio	on and facts supporting approval of the contract:
1	Not Applicable		on and facts supporting approval of the contract:
15. 7			
15. T	Not Applicable The contractor is registered with th	e Nevada Secretary of	State's Office as a:
15. T N 16. a	Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same	ne Nevada Secretary of ne as the legal Entity Na	State's Office as a:
15. 7 N 16. a 17. a	Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curr Yes	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir	State's Office as a:
15. 7 16. a 17. a 18. a	Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curr Yes a. Is the legal entity active and in g	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N	State's Office as a: ame? ness License (SBL)?
15. 7 16. a 17. a 18. a 19. <i>A</i>	Not Applicable The contractor is registered with th Nevada Corporation a. Is the Contractor Name the sam Yes a. Does the contractor have a curr Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor:	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N	State's Office as a: ame? ness License (SBL)?
15. 7 16. a 17. a 18. a 19. <i>A</i> 20. (Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generation Yes Agency Field Contract Monitor: Shiyann Living, PO 1 Ph: 702-4	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N	State's Office as a: ame? ness License (SBL)?
15. 7 16. a 17. a 18. a 19. <i>A</i> 20. (Not Applicable The contractor is registered with th Nevada Corporation a. Is the Contractor Name the sam Yes a. Does the contractor have a curr Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Shiyann Living, PO 1 Ph: 702-4 Contract Status:	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N	State's Office as a: ame? ness License (SBL)?
15. 7 16. a 17. a 18. a 19. <i>A</i> 20. (Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in genery Yes Agency Field Contract Monitor: Shiyann Living, PO 1 Ph: 702-4 Contract Status: Contract Approvals:	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N	State's Office as a: ame? ness License (SBL)? Nevada Secretary of State's Office?
15. 7 16. a 17. a 18. a 19. <i>A</i> 20. (Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in genery Yes Agency Field Contract Monitor: Shiyann Living, PO 1 Ph: 702-4 Contract Status: Contract Approvals: Approval Level	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N 186-5360 User	State's Office as a: ame? ness License (SBL)? Nevada Secretary of State's Office? Signature Date
15. 7 16. a 17. a 18. a 19. <i>A</i> 20. (Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generic Yes Agency Field Contract Monitor: Shiyann Living, PO 1 Ph: 702-4 Contract Status: Contract Approvals: Approval Level Budget Account Approval	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N 186-5360 User jpierro1	State's Office as a: ame? hess License (SBL)? Nevada Secretary of State's Office? Signature Date 08/20/2022 16:44:51 PM
15. 7 16. a 17. a 18. a 19. <i>A</i> 20. (Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in genery Yes Agency Field Contract Monitor: Shiyann Living, PO 1 Ph: 702-4 Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busir good standing with the N 186-5360 User jpierro1 jkidd	State's Office as a: ame? ness License (SBL)? Nevada Secretary of State's Office? Signature Date 08/20/2022 16:44:51 PM 09/01/2022 10:59:33 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26839

						Legal Entity Name:		Braswell Community, LLC
	3	ADMIN - S DIVISION	TATE PU	JBLIC	WORKS	Contractor N	lame:	Braswell Community, LLC
	Agency Code: 0	082				Address:		DBA Gorilla Property Services
	Appropriation Unit: 1	1349-12						3789 Via Gaetano
	Is budget authority available?:		Yes			City/State/Zi	ip	Henderson , NV 89052
	If "No" please explain	n: Not Ap	plicable			Contact/Pho	one:	Rod Braswell 616/337-5481
						Vendor No.:		T32012993
						NV Busines	s ID:	NV20191608956
	To what State Fiscal	Year(s) w	vill the cor	ntract b	e charged?	2023-2027		
	What is the source of the contractor will be	f funds that paid by m	at will be nultiple fu	used to nding s	p pay the contrac sources.	tor? Indicate	the per	rcentage of each funding source if
	General Fund	ds 0.0	00 %		Fees	0.00 %		
	Federal Fund	ds 0.0	00 %		Bonds	0.00 %		
	Highway Fun	nds 0.0	00 %	Х	Other funding	100.00 %	Buildi	ngs and Grounds Rental Income
	Contract start date: a. Effective upon Bo Examiner's appro Anticipated BOB	val?	No date	or b. 11/2	other effective c	late 10/1	0/2022	
	Retroactive?		No					
	If "Yes", please expla	ain	NO					
	Not Applicable							
З	Termination Date:	09/3	30/2026					
0.	Contract term:		ears and	356 da	ivs			
4		-	tract		.,.			
4.	Type of contract: Contract description:		t Control					
_	•		Control					
5.	Purpose of contract:							
	Las Vegas.	act to pro	vide on-	going	roof cleaning al	nd pigeon wa	aste cl	ean up to the Grant Sawyer Building in
6.	NEW CONTRACT							
	The maximum amou	nt of the c	ontract fo	or the te	erm of the contra	ict is: \$91,16	68.00	
	Payment for services	s will be m	ade at the	e rate o	of \$22,792.00 pe	r Fiscal Year		
	Other basis for paym	nent: \$5,69	98.00 Qua	arterly,	FY23 \$22,792.0	0, FY24 \$22,	792.00	, FY25 \$22,792.00, FY26 \$22,792.00
J	USTIFICATION							
7.	What conditions requ	uire that th	is work b	e done	?			
	All state property is re	equired by	/ NRS 55	5 to pr	ovide pest contro	ol.		
8.	Explain why State en	nployees i	n your ac	jency d	or other State ag	encies are no	t able t	o do this work:
	Buildings and Ground							
9	Were quotes or prop	osals solic	cited?			Yes		
5.	Was the solicitation (Purcha	sina	No		
	Division?	. ,	-		-		-	
	a. List the names of v	vendors th	hat were s	solicite	d to submit propo	osals (include	at leas	st 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. Soliciation Waiver: Not Applica	ble				
	c. Why was this contractor chosen	in preference to of	ther?			
	Amount requested is based on low	vest bid received.				
	d. Last bid date: 08/05/2022	2 Anticipate	ed re-bid date: 08/05/2026			
10.	a. Does the contract contain any I	Components?	No			
	b. Is the contract part of an IT inve \$50,000?	•	r No			
III. C	OTHER INFORMATION					
11.	Is there an Indirect Cost Rate or P	ercentage Paid to	the Contractor?			
	No If "Yes", please provi	de the Indirect Cos	t Rate or Percentage Paid to the Contractor			
	Not Applicable					
12.	a. Is the contractor a current employee of the State of Nevada? No	oyee of the State o	f Nevada or will the contracted services be performed by a current			
	b. Was the contractor formerly emperformed by someone formerly en	ployed by the State mployed by the Sta	e of Nevada within the last 24 months or will the contracted services be ate of Nevada within the last 24 months?			
		ny of Novodolo poli	tical subdivisions or by any other asymptot			
	No If "Yes", please expla	•	tical subdivisions or by any other government?			
	Not Applicable					
13.	Has the contractor ever been enga No If "Yes", specify when agency has been ver	n and for which age	ency and indicate if the quality of service provided to the identified			
	Not Applicable					
14.	Is the contractor currently involved	l in litigation with th	e State of Nevada?			
	-	•	gation and facts supporting approval of the contract:			
	Not Applicable					
15.	The contractor is registered with th	ne Nevada Secreta	rv of State's Office as a:			
	Nevada Corporation		·, · · · · · · · · · · · · · · · · · ·			
16.	a. Is the Contractor Name the sam	ie as the legal Enti	ty Name?			
17.	. a. Does the contractor have a current Nevada State Business License (SBL)? Yes					
18.	a. Is the legal entity active and in g Yes	good standing with	the Nevada Secretary of State's Office?			
19.	Agency Field Contract Monitor: Martin Fisher , Facility Manager	Ph: 702-486-409	9			
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			
A						

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

I. DESCRIPTION OF CONTRACT

DESCRIPTION OF	CONTRACT				
1. Contract Number:	22180		Amendment Number:	1	
			Legal Entity Name:	CAPITAL GLASS INC	
Agency Name:	ADMIN - STATE PUBL DIVISION	IC WORKS	Contractor Name:	CAPITAL GLASS INC	
Agency Code: Appropriation Unit:	082		Address:	2951 N DEER RUN RD STE	1
				• • • • • • • • • • • • • • • • • • •	
Is budget authority available?:			City/State/Zip	CARSON CITY, NV 89701-1	467
If "No" please expl	ain: Not Applicable		Contact/Phone: Vendor No.:	Lynn Weber 775/883-6401 T80316580	
			NV Business ID:	NV19671000768	
	al Year(s) will the contra	•	2020-2024		
What is the source the contractor will	e of funds that will be use be paid by multiple fundir	d to pay the contrac ng sources.	ctor? Indicate the pe	rcentage of each funding sour	ce if
General Fu	inds 0.00 %	Fees	0.00 %		
Federal Fu	nds 0.00 %	Bonds	0.00 %		
Highway F	unds 0.00 %	X Other funding	100.00 % Buildi	ngs and Grounds Rental Inc	ome
Agency Reference		5		5	
2. Contract start date	:				
a. Effective upon Examiner's app	Board of No or proval?	b. other effective of	date 08/19/2019)	
Anticipated B	OE meeting date 1	0/2022			
Retroactive?	No				
lf "Yes", please ex	plain				
Not Applicable					
 Previously Approversion Termination Date: 	ed 08/31/2023				
Contract term:	4 years and 13	days			
4. Type of contract:	Contract				
Contract description	•				
5. Purpose of contrac					
replacement and Nevada. This ame	installation of glass with	ndows, and glazin maximum amount	g work for various	glass door repairs and instal state-owned buildings throu \$40,696.30 due to unanticip	ghout
6. CONTRACT AME	NDMENT				
		Trans \$	S Info Acc	um \$ Action Accum \$	Agenda
1. The max an contract:	nount of the original	\$26,696.30) \$26,69	96.30 \$26,696.30	Yes - Info
2. Amount of a (#1):	current amendment	\$14,000.00	\$14,00	90.00 \$40,696.30	Yes - Info
	um contract	\$40,696.30)		
JUSTIFICATION					
JUSTIFICATION	quire that this work he de	_			

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 Division?	the Purchasing	No						
	a. List the names of vendors that were solicited to submit proposals (include at least three):								
	Not Applicable								
	b. Soliciation 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 pregualified vendor								
	d. Last bid date: 06/01/2019								
10.	a. Does the contract contain any IT		Νο						
	b. Is the contract part of an IT invest	•	No						
	\$50,000?								
III. C	OTHER INFORMATION								
11.	Is there an Indirect Cost Rate or Po	ercentage Paid to the Cont	ractor?						
		U	r Percentage Paid to the Contractor						
	Not Applicable								
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of Nevad	a or will the contracted services be performed by a current						
	No								
		aloued by the State of New	ada within the last 24 months or will the contracted services be						
	performed by someone formerly en	nployed by the State of Ne	vada within the last 24 months?						
	No								
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?								
	No If "Yes", please expla	in							
	Not Applicable								
13.	Has the contractor ever been enga	• • • •							
	No If "Yes", specify wher agency has been ver	n and for which agency and ified as satisfactory:	I indicate if the quality of service provided to the identified						
	Not Applicable								
14.	Is the contractor currently involved	in litigation with the State	of Nevada?						
	-	•	nd facts supporting approval of the contract:						
	Not Applicable								
15.	The contractor is registered with th	e Nevada Secretary of Sta	te's Office as a:						
	Nevada Corporation								
16.	a. Is the Contractor Name the sam	e as the legal Entity Name	?						
	Yes								
17.	a. Does the contractor have a curre	ent Nevada State Business	S License (SBL)?						
	Yes								
18.	a. Is the legal entity active and in g	ood standing with the Nev	ada 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						

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26661

							Legal Entity Name:	Holland Waterproofing
	Agency Name:	ADMI DIVIS		ATE PU	BLIC	WORKS		Holland Waterproofing
	Agency Code:	082	-				Address:	1380 Greg Street, #222
	Appropriation Unit:	1349-	14					
	Is budget authority available?:		•	Yes			City/State/Zip	Sparks, NV 89431
	If "No" please expla	in: No	ot Appli	icable			Contact/Phone: Vendor No.:	Cody Wicks 775-813-9778 PENDING
							NV Business ID:	NV20031272390
	To what State Fisca	al Year	(s) will	the cont	tract b	e charged?	2023	
		of func	Is that	will be u	sed to	pay the contract	ctor? Indicate the per	rcentage of each funding source if
	General Fur	nds	0.00) %		Fees	0.00 %	
	Federal Fur	nds	0.00) %		Bonds	0.00 %	
	Highway Fu	inds	0.00) %	Х	Other funding	100.00 % Buildi	ng Rent Income Revenue
2.	Contract start date:							
	a. Effective upon B Examiner's appr		of	Νο	or b.	other effective of	date 09/21/2022	2
	Anticipated BC	DE me	eting d	ate	10/2	022		
	Retroactive?			No				
	If "Yes", please exp	lain						
	Not Applicable							
3.	Termination Date:		01/30	/2023				
	Contract term:		131 d	ays				
4.	Type of contract:		Contr	act				
	Contract description	า:	Repa	ir elevat	or pit	S		
5.	Purpose of contract	t:						
	This is a new cont Carson City. The p	ract to project	seal t sumn	the nort nary and	h and d scop	south passen	ger elevator pits at Attachment AA.	the Nevada State Library & Archives in
6.	NEW CONTRACT							
-	The maximum amo	unt of	the cor	ntract for	the te	erm of the contra	act is: \$30,795.00	
J	USTIFICATION							
7.	What conditions rec	quire th	at this	work be	done	?		
		•					the pit area to prever	nt further damage.
8.	Explain why State e	employ	ees in	your age	ency o	r other State ag	encies are not able t	o do this work:
	Buildings and Grou	nds do	not ha	ave the n	nanpo	wer, expertise,	or materials and equ	ipment to facilitate this need.
9.	Were quotes or pro	posals	solicit	ed?			Yes	
	Was the solicitation Division?	•			urcha	sing	Yes	
	a. List the names of	f vendo	ors that	t were so	olicited	to submit prop	osals (include at leas	st three):
	Cassidy Coatings Madole Constructio	n						
	Holland Water Proc							
	b. Soliciation Waive							
	c. Why was this cor	ntracto	r chose	en in pre	ferenc	e to other?		

	Best price						
	d. Last bid date:	Anticipated re-	bid date:				
10.	a. Does the contract contain any I	•	Νο				
	b. Is the contract part of an IT inve \$50,000?	•	No				
III. C	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or Po	•					
	· • •	de the Indirect Cost Rate	e or Percentage Paid to the Contractor				
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada?	byee of the State of Nev	ada or will the contracted services be performed by a current				
	-						
	b. Was the contractor formerly emperformed by someone formerly er No	ployed by the State of N mployed by the State of	evada within the last 24 months or will the contracted services be Nevada within the last 24 months?				
		and of Neurodola political	aub divisions of hur any other as compared				
	No If "Yes", please expla		subdivisions or by any other government?				
I	Not Applicable						
	Has the contractor ever been enga	and under contract by a	any State agency?				
10.	5	and for which agency a	and indicate if the quality of service provided to the identified				
	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: 						
	No If "Yes", please provid Not Applicable	•					
		de details of the litigation	n and facts supporting approval of the contract:				
15.	Not Applicable The contractor is registered with th	de details of the litigation	n and facts supporting approval of the contract: State's Office as a:				
15. 16.	Not Applicable The contractor is registered with th Nevada Corporation a. Is the Contractor Name the sam	de details of the litigation ne Nevada Secretary of s ne as the legal Entity Nar	n and facts supporting approval of the contract: State's Office as a: me?				
15. 16. 17.	Not Applicable The contractor is registered with th Nevada Corporation a. Is the Contractor Name the sam Yes a. Does the contractor have a curre	de details of the litigation he Nevada Secretary of s he as the legal Entity Nar ent Nevada State Busing	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)?				
15. 16. 17. 18.	Not ApplicableThe contractor is registered with the Nevada Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in g	de details of the litigation he Nevada Secretary of s he as the legal Entity Nar ent Nevada State Busin good standing with the N	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)?				
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a currence Yes a. Is the legal entity active and in generative Section Agency Field Contract Monitor: Cheryl Warren, Custodial Supv II Contract Status:	de details of the litigation he Nevada Secretary of s he as the legal Entity Nar ent Nevada State Busin good standing with the N	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)?				
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative Status: Contract Status: Contract Approvals:	de details of the litigation he Nevada Secretary of S he as the legal Entity Nar ent Nevada State Busin good standing with the N II Ph: 775-684-1809	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)? levada Secretary of State's Office?				
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a currer Yes a. Is the legal entity active and in gency Field Contract Monitor: Cheryl Warren, Custodial Supv II Contract Status: Contract Approvals: Approval Level	de details of the litigation he Nevada Secretary of S he as the legal Entity Nar ent Nevada State Busin good standing with the N II Ph: 775-684-1809 User	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)?				
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative of Yes Agency Field Contract Monitor: Cheryl Warren, Custodial Supv II Contract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation he Nevada Secretary of S he as the legal Entity Nar ent Nevada State Busin good standing with the N II Ph: 775-684-1809 User jpierro1	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)? levada Secretary of State's Office? Signature Date 08/02/2022 19:34:17 PM				
15. 16. 17. 18. 19.	Not ApplicableThe contractor is registered with the Nevada Corporationa. Is the Contractor Name the same Yesa. Does the contractor have a curre Yesa. Is the legal entity active and in g YesAgency Field Contract Monitor: Cheryl Warren, Custodial Supv IIContract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation he Nevada Secretary of S he as the legal Entity Nar ent Nevada State Busin good standing with the N II Ph: 775-684-1809 User	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)? levada Secretary of State's Office? Signature Date				
15. 16. 17. 18. 19.	Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative of Yes Agency Field Contract Monitor: Cheryl Warren, Custodial Supv II Contract Status: Contract Approvals: Approval Level Budget Account Approval	de details of the litigation he Nevada Secretary of S he as the legal Entity Nar ent Nevada State Busin good standing with the N II Ph: 775-684-1809 User jpierro1 jkidd	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)? levada Secretary of State's Office? Signature Date 08/02/2022 19:34:17 PM 09/09/2022 16:06:31 PM				

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26803

							Legal Entity Name:	JMA CONSTRUCTION COMPANY, INC.
	Agency Name:	ADMI DIVIS		ΓΑΤΕ Ρ	UBLIC	WORKS	Contractor Name:	JMA CONSTRUCTION COMPANY, INC.
	Agency Code:	082					Address:	1361 E APPION WAY
	Appropriation Unit:	1349-	14					
	Is budget authority available?:			Yes			City/State/Zip	CARSON CITY, NV 89701
	If "No" please expla	ain: No	ot App	licable			Contact/Phone: Vendor No.:	Joseph Alotta 775/882-6347 T29045978
							NV Business ID:	NV20031254722
	To what State Fisca What is the source		. ,			0	2023 actor? Indicate the pe	rcentage of each funding source if
	the contractor will b	e paid	by mu	ultiple fu	unding s	sources.		5
	General Fur		0.0	0 %		Fees	0.00 %	
	Federal Fur	nds	0.0	0 %		Bonds	0.00 %	
	Highway Fu	inds	0.0	0 %	Х	Other funding	100.00 % Buildi	ings and Grounds Rental Income
2.	Contract start date:							
	a. Effective upon B Examiner's appr Anticipated BC	oval?		No date	or b. 10/2	other effective	date 09/28/2022	2
	Retroactive?		Ū	No				
	If "Yes", please exp	lain		NO				
	Not Applicable	nann						
~								
3.	Termination Date:			1/2023				
	Contract term:		154 c	days				
4.	Type of contract:		Cont	ract				
	Contract description	า:	Base	ement F	Repair			
5.	Purpose of contract							
	This is a new cont quad electrical ou 023	ract to tlets, f	o prov ill cra	vide the Icks, jo	restor ints, se	e and reconstr eal concrete wa	ruct of the Capitol B all, reinsulate, and r	Buildings basement. Replace wall mount einstall wallboard. OCA CAT14-FY23-
6	NEW CONTRACT							
0.	The maximum amo	unt of	the co	ntract f	or the t	arm of the contr	act is: \$23 1// 00	
	Payment for service							
	Other basis for pay					51 \$25,144.00 p		
		inent. i	125	φ23, 14-	+.00			
J	USTIFICATION							
7.	What conditions rec	quire th	hat this	s work b	be done	?		
	Remediation of mol	ld is co	mplet	e. Total	rebuild	I needs to be co	ompleted for tenants	to move back into office area.
8.	Explain why State e	emplov	ees in	n vour a	aency a	or other State a	gencies are not able	to do this work:
					· ·			o complete this project.
9	Were quotes or pro	posals	solici	ted?			No	
•••	Was the solicitation Division?	•			Purcha	sing	No	
		f vendr	ors the	at were	solicite	d to submit pror	oosals (include at lea	st three):
	Not Applicable							
	b. Soliciation Waive	er: Exe	mpt (I	Per sta	tute)			
		/			/			

d	. Last bid date: 08	3/30/2022	Anticipated re-	pid date:				
0. a	. Does the contract conta	ain any IT cor	nponents?	No				
b	. Is the contract part of a 50,000?	•	•	No				
то	HER INFORMATION							
11. ls	s there an Indirect Cost R No If "Yes", plea		•	ontractor? or Percentage Paid to the Contractor				
	lot Applicable							
l2. a e	. Is the contractor a curre mployee of the State of N No	ent employee Nevada?	of the State of Neva	ada or will the contracted services be performed by a current				
b p	. Was the contractor form erformed by someone for No	nerly employe rmerly emplo	ed by the State of Ne yed by the State of N	evada within the last 24 months or will the contracted services be Nevada within the last 24 months?				
c	. Is the contractor employ No If "Yes", plea		Nevada's political s	ubdivisions or by any other government?				
Ν	lot Applicable							
3. ⊢	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. 19	Is the contractor currently involved in litigation with the State of Nevada?							
N	No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable							
	· · ·			Statela Office es es				
	he contractor is registere levada Corporation	ed with the ine	evada Secretary of S	state's Office as a:				
16. a	Is the Contractor Name Yes	the same as	the legal Entity Nan	ne?				
17. a	. Does the contractor hav Yes	ve a current N	levada State Busine	ess License (SBL)?				
18. a	. Is the legal entity active Yes	and in good	standing with the Ne	evada Secretary of State's Office?				
19. A	gency Field Contract Mo David Van Ornum, Facil		r 3 Ph: 775-684-18	00				
20. C	Contract Status:							
C	Contract Approvals:							
	Approval Level		ser	Signature Date				
	Budget Account Appro		ierro1	09/09/2022 13:48:07 PM				
	Division Approval	-	idd	09/09/2022 16:30:12 PM				
	Department Approval Contract Manager App		ands err1	09/19/2022 09:38:42 AM 09/19/2022 10:03:20 AM				
	Budget Analyst Appro		eat	09/28/2022 09:56:00 AM				
	Bliddet Analyst Annro	vai in						

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26804

						Legal Entity Name:	JMA CONSTRUCTION COMPANY, INC.
	Agency Name:	ADMIN Divisi	N - STATE ON	PUBLIC	WORKS	Contractor Name:	JMA CONSTRUCTION COMPANY, INC.
	Agency Code:	082				Address:	1361 E. APPION WAY
	Appropriation Unit:	1349-1					
	Is budget authority available?:		Yes			City/State/Zip	CARSON CITY, NV 89701
	If "No" please expla	ain: Not	t Applicable	;		Contact/Phone:	Joseph Alotta 775/882-6347
						Vendor No.:	T29045978
						NV Business ID:	NV20031254722
	To what State Fisca		,		•	2023	
	What is the source the contractor will b	of fund be paid l	s that will b by multiple	e used to funding s	o pay the contra sources.	actor? Indicate the pe	rcentage of each funding source if
	General Fu	nds	0.00 %		Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Х	Other funding	100.00 % Buildi	ngs and Grounds Rental Income
2.	Contract start date:	:					
	a. Effective upon E Examiner's appr	Board of roval?	No	or b.	other effective	date 09/21/2022	2
	Anticipated BC	OE mee	ting date	10/2	022		
	Retroactive?		No				
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date:		03/01/2023	;			
	Contract term:		161 days				
4.	Type of contract:		Contract				
	Contract description	n:	Stairway R	Repair			
5.	Purpose of contract	t:					
	This is a new cont from concrete par	tract to nels, ins	provide re stall new b	epairs to acker ro	the Supreme d, caulk joints	Court front entrance , and tool sealant. C	e stairways. Remove failed caulking DCA CAT14-FY22-030
6.	NEW CONTRACT						
	The maximum amo	ount of th	he contract	for the te	erm of the contr	ract is: \$24,000.00	
	Payment for service	es will b	e made at	the rate of	of \$24,000.00 p	er Fiscal Year	
	Other basis for pay	ment: F	Y23 \$24,00	00.00			
J	USTIFICATION						
7.	What conditions red	quire the	at this work	be done	?		
	This project will pro behind the panels w					or tilt-up concrete bui	Iding panels to prevent water infiltration
8.	Explain why State e	employe	es in your	agency o	or other State ag	gencies are not able	to do this work:
	Buildings and Grou	inds doe	es not have	the tools	s, materials and	I manpower needed t	o complete this project.
9.	Were quotes or pro	posals	solicited?			No	
	Was the solicitation Division?	n (RFP)	done by the	e Purcha	sing	No	
		f vendo	rs that were	e solicite	d to submit prop	oosals (include at lea	st three):
	Not Applicable						
	b. Soliciation Waive	er: Exer	npt (Per st	atute)			

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 co	omponents?	No					
b. Is the contract part of an IT investm \$50,000?	nent project over	No					
III. OTHER INFORMATION							
11. Is there an Indirect Cost Rate or Perce	entage Paid to the C	Contractor?					
No If "Yes", please provide t	the Indirect Cost Rat	e or Percentage Paid to the Contractor					
Not Applicable							
12. a. Is the contractor a current employe employee of the State of Nevada?	e of the State of Nev	vada or will the contracted services be performed by a current					
No							
h Maatha acutus stan fama anki amala	and built a Otata of N	levele within the lest OA menths envill the contracted continue he					

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

No

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

No	If "Yes", please explain

Not Applicable

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

If "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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26864

						Legal Entity Name:	JMA CONSTRUCTION COMPANY, INC.
	Agency Name:	ADMI DIVIS		E PUBLIC	WORKS	Contractor Name:	JMA CONSTRUCTION COMPANY, INC.
	Agency Code:	082				Address:	1361 E. APPION WAY
	Appropriation Unit:	1349-	14				
	Is budget authority available?:		Yes	5		City/State/Zip	CARSON CITY, NV 89701
	If "No" please expla	ain: No	ot Applicat	ole		Contact/Phone:	Joseph Alotta 775/882-6347
						Vendor No.:	T29045978
						NV Business ID:	NV20031254722
	To what State Fisca	al Year	(s) will the	e contract b	e charged?	2023-2024	
	What is the source the contractor will b	of func e paid	ls that will by multipl	be used to e funding	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00 %		Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %	Х	Other funding	100.00 % Buildi	ngs and Grounds Rental Income
2.	Contract start date:						
	a. Effective upon B Examiner's appr	Board c oval?	of N	orb.	other effective of	date 10/10/2022	2
	Anticipated BC	DE me	eting date	11/2	2022		
	Retroactive?		No				
	If "Yes", please exp	lain					
	Not Applicable						
3.	Termination Date:		10/01/202	23			
	Contract term:		356 days	6			
4.	Type of contract:		Contract				
	Contract description	า:	Basemer	nt Repair			
5.	Purpose of contract	t:					
	This is a new cont building complex.	ract to OCA	o provide CAT14-FY	the restor (23-024	ation and recor	nstruction of the so	outh basement of the Attorney Generals
6.	NEW CONTRACT						
	The maximum amo	unt of	the contra	ct for the t	erm of the contra	act is: \$20,300.00	
J	USTIFICATION						
7.	What conditions rec	quire th	nat this wo	rk be done	?		
	Remediation is com	nplete.	Reconstru	uction need	to be complete	ed for tenants to mor	ve back into office area.
8.	Explain why State e	employ	ees in you	ir agency o	or other State ag	encies are not able t	to do this work:
	Buildings and Grou	nds do	es not hav	ve the tools	s, materials and	manpower needed t	o complete this project.
9.	Were quotes or pro	posals	solicited?			No	
	Was the solicitation Division?	(RFP)	done by f	the Purcha	sing	No	
		f vendo	ors that we	ere solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable		<u> </u>				
	b. Soliciation Waive						
	c. Why was this cor	itracto	r cnosen II	n preteren	ce to other?		
	NRS 338						

	d. Last bid date:	09/26/2022	Anticipated re-bid	date:		
10.	a. Does the contract c	contain any IT c	components?	No		
	b. Is the contract part \$50,000?	•	•	No		
III. C		ON				
11.	Is there an Indirect Co	ost Rate or Perc	centage Paid to the Conti	ractor?		
		please provide	the Indirect Cost Rate or	Percentage Paid to the Contractor		
10	Not Applicable					
12.	a. Is the contractor a c employee of the State No		ee of the State of Nevada	a or will the contracted services be performed by a current		
				ada within the last 24 months or will the contracted services be vada within the last 24 months?		
	c. Is the contractor em	nployed by any	of Nevada's political sub	divisions or by any other government?		
		please explain				
	Not Applicable					
13.			ed under contract by any	•		
			and for which agency and ad as satisfactory:	indicate if the quality of service provided to the identified		
				ounds with satisfactory performance.		
14.	Is the contractor currently involved in litigation with the State of Nevada?					
		please provide	details of the litigation ar	nd facts supporting approval of the contract:		
	Not Applicable					
15.	The contractor is regised Nevada Corporation	stered with the	Nevada Secretary of Sta	te's Office as a:		
16.	a. Is the Contractor Na Yes	ame the same	as the legal Entity Name	?		
17.	a. Does the contractor Yes	r have a curren	t Nevada State Business	License (SBL)?		
18.	a. Is the legal entity a Yes	ctive and in goo	od standing with the Neva	ada Secretary of State's Office?		
19.	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 A		jpierro1	09/29/2022 16:55:45 PM		
	Division Approval		jkidd	10/05/2022 10:02:57 AM		
	Department Appro		ssands	10/06/2022 14:38:34 PM		
	Contract Manager Budget Analyst A		ssands jpeat	10/06/2022 14:38:38 PM 10/10/2022 13:35:43 PM		
	Dudget Analyst A	γρισταί	Joon	10/10/2022 10.00. 10 1 WI		

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

I. DESCRIPTION OF CONTRACT

		ONTINAOT				
1.	Contract Number: 2	25214		Amendment Number:	1	
				Legal Entity Name:	BJG ARCHITECTURE & EN	IGINEERING
		ADMIN - STATE PU DIVISION	BLIC WORKS	Contractor Name:	BJG ARCHITECTURE & ENGINEERING	
	Agency Code: ()82		Address:	675 W. MOANA LN., STE.	107
	Appropriation Unit: 1	510-78				
	Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89509	
	If "No" please explain	n: Not Applicable		Contact/Phone:	775-827-1010	
				Vendor No.:	T27040813	
				NV Business ID:	NV19921042277	
	To what State Fiscal	Year(s) will the cont	ract be charged?	2022-2025		
		f funds that will be u	sed to pay the contrac	ctor? Indicate the pe	rcentage of each funding sou	rce if
	General Fund	ds 0.00 %	Fees	0.00 %		
	Federal Fund	ls 0.00 %	X Bonds	91.00 %		
	Highway Fun	ds 0.00 %	X Other funding	9.00 % AGEN	ICY FUNDS	
	Agency Reference #	: 114542	-			
2	Contract start date:					
2.	a. Effective upon Bo Examiner's appro		or b. other effective c	date 12/14/2021	I	
	Anticipated BO		10/2022			
	Retroactive?	No				
	If "Yes", please expla	ain				1
	Not Applicable					
3.	Previously Approved Termination Date:	06/30/2025				
	Contract term:	3 years and 1	98 days			
4.	Type of contract:	Contract				
	Contract description:	Arch/Eng				
F		J				
5.	Purpose of contract:	ndmont to the orig	unal contract which	nrovidoo profosoio	nal arabitaatural/anginaarir	a conviceo
	for the Great Basin 114542. This amen	College Welding L dment increases th	ab and Renovation C	CIP project: CIP Pro from \$417,660.00 f	nal architectural/engineerir bject No. 21-C12; SPWD Con to \$437,660.00 due to additi	ntract No.
6	CONTRACT AMENE	DMENT				
Э.			Trans \$	S Info Acc	um \$ Action Accum \$	Agenda
	1. The max amo	unt of the original	\$417,660.00			Yes - Action
	contract:		φ+17,000.00	φ+17,00	φ+17,000.00	
	2. Amount of cui (#1):	rrent amendment	\$20,000.00	\$20,00	00.00 \$20,000.00	Yes - Info
	3. New maximur amount:	n contract	\$437,660.00)		
.1	USTIFICATION					
		uire that this work he	dana?			

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

2021 Leg approved CIP

	Capital Improvement Program (CII design and architectural services t	o SPWD in support of th	te state engineering services provided to approved CIPS.				
9.	Were quotes or proposals solicited	1?	No				
		Was the solicitation (RFP) done by the Purchasing No					
	a. List the names of vendors that v	vere solicited to submit	proposals (include at least three):				
	Not Applicable						
	b. Soliciation Waiver: Professiona	al Service (As defined i	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 I	T components?	No				
	b. Is the contract part of an IT inve \$50,000?		No				
С	OTHER INFORMATION						
ſ	Is there an Indirect Cost Rate or P No If "Yes", please provi Not Applicable	•	ontractor? e or Percentage Paid to the Contractor				
12.		oyee of the State of Nev	ada or will the contracted services be performed by a current				
	 b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No 						
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain						
	Not Applicable						
13.	Has the contractor ever been enga Yes If "Yes", specify when	n and for which agency a	any State agency? and indicate if the quality of service provided to the identified				
	agency has been ver	ineu as salisiaciory.					
	agency has been ver						
14	agency has been ver Yes. SPWD, and currently with sa	tisfactory results.	ate of Novada2				
ſ	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi	tisfactory results. I in litigation with the Sta	ate of Nevada? n and facts supporting approval of the contract:				
[agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved	atisfactory results. I in litigation with the Sta de details of the litigation	n and facts supporting approval of the contract:				
15.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with th	atisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of	n and facts supporting approval of the contract: State's Office as a:				
15. 16.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with th Nevada Corporation a. Is the Contractor Name the sam	atisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na	n and facts supporting approval of the contract: State's Office as a: me?				
15. 16. 17.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with th Nevada Corporation a. Is the Contractor Name the sam Yes a. Does the contractor have a curr	atisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na rent Nevada State Busin	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)?				
 15. 16. 17. 18.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative set of the same	atisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na rent Nevada State Busin	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)?				
 15. 16. 17. 18. 19. 20.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative Same Yes Agency Field Contract Monitor: Contract Status:	atisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na rent Nevada State Busin	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)?				
 15. 16. 17. 18. 19. 20.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in grader Yes Agency Field Contract Monitor: Contract Status: Contract Approvals:	atisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na rent Nevada State Busin good standing with the N	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)? levada Secretary of State's Office?				
 15. 16. 17. 18. 19. 20.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with th Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a current Yes a. Is the legal entity active and in generation Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level	tisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busin good standing with the N	n and facts supporting approval of the contract: State's Office as a: me? less License (SBL)? levada Secretary of State's Office? Signature Date				
 15. 16. 17. 18. 19. 20.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative set of the Status: Contract Status: Contract Approvals: Approval Level Budget Account Approval	tisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na rent Nevada State Busin good standing with the N User nmann	n and facts supporting approval of the contract: State's Office as a: me? less License (SBL)? levada Secretary of State's Office? Signature Date 09/27/2022 11:12:05 AM				
 15. 16. 17. 18. 19. 20.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in grader Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval	tisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na ent Nevada State Busin good standing with the N User nmann nmann	n and facts supporting approval of the contract: State's Office as a: me? ess License (SBL)? levada Secretary of State's Office? Signature Date 09/27/2022 11:12:05 AM 09/27/2022 11:12:14 AM				
 15. 16. 17. 18. 19. 20.	agency has been ver Yes. SPWD, and currently with sa Is the contractor currently involved No If "Yes", please provi Not Applicable The contractor is registered with the Nevada Corporation a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in generative set of the Status: Contract Status: Contract Approvals: Approval Level Budget Account Approval	tisfactory results. I in litigation with the Sta de details of the litigation ne Nevada Secretary of ne as the legal Entity Na rent Nevada State Busin good standing with the N User nmann	n and facts supporting approval of the contract: State's Office as a: me? less License (SBL)? levada Secretary of State's Office? Signature Date 09/27/2022 11:12:05 AM				

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

I. DESCRIPTION OF CONTRACT

D	ESCRIPTION OF (CONTRACT				
1.	Contract Number:	24712		Amendment Number:	1	
				Legal Entity Name:	BROADBENT & ASSOCIAT	ES, INC.
	Agency Name:	ADMIN - STATE PUI DIVISION	BLIC WORKS	Contractor Name:	BROADBENT & ASSOCIAT	ES, INC.
	Agency Code:	082		Address:	8 W PACIFIC AVENUE	
	Appropriation Unit:	1535-53				
	Is budget authority available?:	Yes		City/State/Zip	HENDERSON, NV 89015	
	If "No" please expla	ain: Not Applicable		Contact/Phone:	702-563-0600	
				Vendor No.:	T80989610B	
	To what State Fisca	al Year(s) will the cont	ract be charged?	NV Business ID: 2022-2025	NV19891031637	
	What is the source		sed to pay the contrac		rcentage of each funding sour	ce if
	General Fu		Fees	0.00 %		
	Federal Fur		X Bonds	100.00 %		
	Highway Fu		Other funding	0.00 %		
	Agency Reference		0			
2	Contract start date:					
	a. Effective upon E Examiner's appr	Board of No	or b. other effective of	date 10/06/2021	I	
		DE meeting date	10/2022			
	Retroactive?	No				
	If "Yes", please exp	lain				
	Not Applicable					
3.	Previously Approve Termination Date:	d 06/30/2025				
	Contract term:	3 years and 2	68 days			
4.	Type of contract:	Contract				
	Contract description	n: Arch / Eng				
5.	Purpose of contract	t:				
	for the Caliente Yo	buth Center - Irrigation ndment increases the	on Well Rehabilitatio	n CIP: CIP Project	nal architectural/engineerin No. 21-M02-13; SPWD Contr \$56,473.69 due to additiona	act No.
6.	CONTRACT AMEN	IDMENT				
			Trans S	Info Acc	um \$ Action Accum \$	Agenda
	1. The max am contract:	ount of the original	\$40,000.00	9 \$40,00	00.00 \$40,000.00	Yes - Info
	2. Amount of c (#1):	urrent amendment	\$16,473.69	9 \$16,47	73.69 \$56,473.69	Yes - Info
	3. New maximu amount:	um contract	\$56,473.69)		
J	USTIFICATION					
7.	What conditions red	quire 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. Con Architectural/Engineering Services established by the Legislature.	nsultants are selected bas are provided by SPWD to	eed on their ability to provide design and Professional o support the State engineering services to meet the goals			
9.	Were quotes or proposals solicited	?	No			
	Was the solicitation (RFP) done by Division?		No			
	a. List the names of vendors that w	vere solicited to submit pro	pposals (include at least three):			
	Not Applicable					
	b. Soliciation Waiver: Professiona	•	NAC 333.150)			
	c. Why was this contractor chosen	•				
	Demonstrated the required expertis					
	d. Last bid date:	Anticipated re-bi	o date:			
10.	a. Does the contract contain any IT	•	No			
	b. Is the contract part of an IT inves \$50,000?	stment project over	No			
	OTHER INFORMATION					
11.	Is there an Indirect Cost Rate or Pe	•				
		de the Indirect Cost Rate of	or Percentage Paid to the Contractor			
12.	Not Applicable a. Is the contractor a current emplo employee of the State of Nevada?	oyee of the State of Nevad	a or will the contracted services be performed by a current			
	Νο					
	b. Was the contractor formerly emp performed by someone formerly en No		rada within the last 24 months or will the contracted services be evada within the last 24 months?			
		a of Nevedele political and				
	c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? No If "Yes", please explain					
	Not Applicable					
13.	Has the contractor ever been enga Yes If "Yes", specify when agency has been veri	and for which agency an	y State agency? d indicate if the quality of service provided to the identified			
	Yes. SPWD, and currently with sat					
14.	Is the contractor currently involved	in litigation with the State	of Nevada?			
	•	•	and facts supporting approval of the contract:			
	Not Applicable	5				
15.	The contractor is registered with th Nevada Corporation	e Nevada Secretary of Sta	ate's Office as a:			
16.	a. Is the Contractor Name the same	e as the legal Entity Name	9?			
	Yes					
17.	a. Does the contractor have a curre Yes	ent Nevada State Busines	s License (SBL)?			
18.	a. Is the legal entity active and in g Yes	ood standing with the Nev	vada Secretary of State's Office?			
19.	Agency Field Contract Monitor:					
20.	Contract Status:					
_0.	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

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

I. DESCRIPTION OF CONTRACT

1. C	Contract Number:	20018		Amendment Number:	2	
				Legal Entity Name:	TATE SNYDER KIMSEY ARC LTD DBA TSK	HITECTS
A	Agency Name:	ADMIN - STATE DIVISION	E PUBLIC WORKS	Contractor Name:	TATE SNYDER KIMSEY ARC LTD DBA TSK	CHITECTS
	Agency Code:	082		Address:	314 S. WATER ST.	
	Appropriation Unit:					
	ls budget authority available?:	Yes		City/State/Zip	HENDERSON, NV 89015-731	1
lt	lf "No" please expla	ain: Not Applicab	le	Contact/Phone:	702-456-3000	
				Vendor No.:	T80883470	
				NV Business ID:	NV20212004081	
Т	To what State Fisca	al Year(s) will the	contract be charged?	2022-2025		
V tl	What is the source the contractor will b	of funds that will be paid by multiple	be used to pay the contra e funding sources.	ctor? Indicate the pe	rcentage of each funding source	e if
	General Fu	nds 0.00 %	Fees	0.00 %		
	Federal Fur	nds 0.00 %	Bonds	0.00 %		
	Χ Highway Fι	unds 100.00 %	Other funding	0.00 %		
A	Agency Reference	#: 114488				
	Contract start date:					
-	a. Effective upon E	Board of N	o or b. other effective	date 11/09/202 1	l	
a	a. Effective upon E Examiner's app Anticipated BC	Board of N roval? DE meeting date	o or b. other effective 10/2022	date 11/09/202 1		
a F	a. Effective upon E Examiner's appr	Board of N roval? DE meeting date No		date 11/09/202 1		
a F	a. Effective upon E Examiner's app Anticipated BC Retroactive?	Board of N roval? DE meeting date No		date 11/09/2021		
a F I1 3. F	a. Effective upon E Examiner's app Anticipated BC Retroactive? If "Yes", please exp	Board of N roval? DE meeting date No Dlain	10/2022	date 11/09/2021	I	
a F II N 3. F T	 a. Effective upon E Examiner's appropriate approprise appropriate appropriate appropriate appropriate appropriate	Board of N roval? DE meeting date No blain	10/2022	date 11/09/202 1		
a F II N 3. F T	 a. Effective upon E Examiner's approvention of the second s	Board of N roval? DE meeting date No blain	10/2022 25 nd 233 days	date 11/09/202 1	I	
a F II 3. F T C 4. T	 a. Effective upon E Examiner's appr Anticipated BC Retroactive? If "Yes", please exp Not Applicable Previously Approve Termination Date: Contract term: 	Board of N roval? DE meeting date No Dlain ed 06/30/202 3 years a Contract	10/2022 25 nd 233 days	date 11/09/2021		
a F II 3. F T C 4. T C	 a. Effective upon E Examiner's appring Anticipated BC Retroactive? If "Yes", please exp Not Applicable Previously Approve Termination Date: Contract term: Type of contract: 	Board of N roval? DE meeting date No blain ed 06/30/202 3 years a Contract n: Arch/Eng	10/2022 25 nd 233 days	date 11/09/202 1		
a F II 3. F T C 4. T C 5. F S C	 a. Effective upon E Examiner's apprention of the second Anticipated BC Retroactive? If "Yes", please exponention of the second Previously Approve Previously Approve Termination Date: Contract term: Type of contract: Contract description Purpose of contract Purpose of contract This is the second services for the D Contract No. 1144 	Board of N roval? DE meeting date No blain ed 06/30/202 3 years a Contract n: Arch/Eng t: d amendment to epartment of Mc 88. This amend	10/2022 25 nd 233 days 1 the original contract wh otor Vehicles -Silverado	ich provides profes Ranch Advance Pla imum amount from	ssional architectural/engineeri nning CIP project No. 21-P06; \$3,951,300.00 to \$3,968,800.0	; ŠPWD
a F II 3. F T C 4. T C 5. F S S C a	 a. Effective upon E Examiner's apprention of the second Anticipated BC Retroactive? If "Yes", please exponention of the second Previously Approve Previously Approve Termination Date: Contract term: Type of contract: Contract description Purpose of contract Purpose of contract This is the second services for the D Contract No. 1144 	Board of N roval? DE meeting date No blain ed 06/30/202 3 years a Contract n: Arch/Eng t: d amendment to epartment of Mo 88. This amend improvements n	10/2022 25 nd 233 days the original contract wh otor Vehicles -Silverado ment increases the max	ich provides profes Ranch Advance Pla imum amount from	ssional architectural/engineeri	; ŠPWD
a F II 3. F T C 4. T C 5. F S S C a	 a. Effective upon E Examiner's appr Anticipated BC Retroactive? If "Yes", please exp Not Applicable Previously Approve Termination Date: Contract term: Type of contract: Contract description Purpose of contract Contract No. 1144 additional tenant in 	Board of N roval? DE meeting date No blain ed 06/30/202 3 years a Contract n: Arch/Eng t: d amendment to epartment of Mo 88. This amend improvements n	10/2022 25 nd 233 days the original contract wh otor Vehicles -Silverado ment increases the max	ich provides profes Ranch Advance Pla imum amount from project.	ssional architectural/engineeri inning CIP project No. 21-P06; \$3,951,300.00 to \$3,968,800.0	; ŠPWD
a Fi II 3. FT C 4. T C 5. FT S C a 6. C	 a. Effective upon E Examiner's appr Anticipated BO Retroactive? If "Yes", please exp Not Applicable Previously Approve Termination Date: Contract term: Type of contract: Contract description Purpose of contract Contract No. 1144 additional tenant in CONTRACT AMEN 	Board of N roval? DE meeting date No blain ed 06/30/202 3 years a Contract n: Arch/Eng t: d amendment to epartment of Mo 88. This amend improvements n	10/2022 25 nd 233 days the original contract wh otor Vehicles -Silverado ment increases the max eeded to complete the p	ich provides profes Ranch Advance Pla imum amount from project.	ssional architectural/engineeri inning CIP project No. 21-P06; \$3,951,300.00 to \$3,968,800.0 um \$ Action Accum \$; SPWD 0 due to Agenda
a Fi II 3. FT C 4. T C 5. FT S C a 6. C	 a. Effective upon E Examiner's approximation of the second seco	Board of N roval? DE meeting date No blain ed 06/30/202 3 years a Contract n: Arch/Eng t: d amendment to epartment of Mo 88. This amend improvements n	10/2022 25 nd 233 days the original contract wh otor Vehicles -Silverado ment increases the max eeded to complete the p	ich provides profes Ranch Advance Pla imum amount from project. \$ Info Acc 0 \$3,898,30	ssional architectural/engineeri inning CIP project No. 21-P06; \$3,951,300.00 to \$3,968,800.0 um \$ Action Accum \$ 00.00 \$3,898,300.00 Y	; SPWD 0 due to Agenda
a Fili 3. FT C 4. T C 5. F S C a 6. C	 a. Effective upon E Examiner's appr Anticipated BO Retroactive? If "Yes", please exp Not Applicable Previously Approve Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is the second services for the Di Contract No. 1144 additional tenant in CONTRACT AMEN 1. The max am contract: a. Amendme 	Board of N roval? DE meeting date No blain ed 06/30/202 3 years a Contract n: Arch/Eng t: d amendment to epartment of Mo 88. This amend improvements n	10/2022 25 nd 233 days the original contract wh otor Vehicles -Silverado ment increases the max eeded to complete the p Trans al \$3,898,300.0 \$53,000.0	ich provides profes Ranch Advance Pla imum amount from project. \$ Info Acc 0 \$3,898,30 0 \$53,00	ssional architectural/engineeri inning CIP project No. 21-P06; \$3,951,300.00 to \$3,968,800.0 um \$ Action Accum \$ 00.00 \$3,898,300.00 Y 00.00 \$53,000.00	SPWD 0 due to Agenda ⁄es - Actio

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. Con Architectural/Engineering Services established by the Legislature.	nsultants are selected ba are provided by SPWD	ased on their ability to provide design and Professional to support the State engineering services to meet the goals				
9.	Were quotes or proposals solicited	?	No				
	Was the solicitation (RFP) done by Division?	the Purchasing	No				
	a. List the names of vendors that w	vere solicited to submit p	roposals (include at least three):				
	Not Applicable						
	b. Soliciation Waiver: Professiona	•	n NAC 333.150)				
	c. Why was this contractor chosen Demonstrated the required expertis		N t				
	d. Last bid date:	Anticipated re-t					
10	a. Does the contract contain any IT	•	No				
10.	b. Is the contract part of an IT invest	•	No				
	\$50,000?	siment project over					
III. C	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or Pe	ercentage Paid to the Co	ntractor?				
		de the Indirect Cost Rate	or Percentage Paid to the Contractor				
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of Neva	ida or will the contracted services be performed by a current				
	No						
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?						
	Νο						
	c. Is the contractor employed by an No If "Yes", please expla		ubdivisions or by any other government?				
	Not Applicable						
13	Has the contractor ever been enga	ged under contract by a	ny State agency?				
101	Ŭ	and for which agency a	nd indicate if the quality of service provided to the identified				
	Yes. SPWD, and currently with sa						
14.	Is the contractor currently involved	•					
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable						
15	The contractor is registered with th	e Nevada Secretary of S	State's Office as a:				
10.	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 g Yes	ood standing with the Ne	evada Secretary of State's Office?				
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				

Budget Analyst Approval

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

I. DESCRIPTION OF CONTRACT

DE	ESCRIPTION OF	CONTRACT			
1.	Contract Number:	25192		Amendment Number:	2
				Legal Entity Name:	VAN WOERT BIGOTTI ARCHITECTS
	Agency Name:	ADMIN - STATE PUE DIVISION		Contractor Name:	VAN WOERT BIGOTTI ARCHITECTS
	Agency Code:	082		Address:	1400 S. VIRGINIA ST. SUITE C
	Appropriation Unit:	1558-13			
	Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89502-2836
	If "No" please expl	ain: Not Applicable		Contact/Phone:	775-328-1010
				Vendor No.:	T60080600
				NV Business ID:	NV19781005709
	To what State Fisc	al Year(s) will the contr	act be charged?	2022-2025	
	What is the source the contractor will I	of funds that will be us be paid by multiple fund	ed to pay the contracting sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	inds 0.00 %	Fees	0.00 %	
	Federal Fu	nds 0.00 %	X Bonds	67.00 %	
	X Highway F	unds 33.00 %	Other funding	0.00 %	
	Agency Reference	#: 114536			
2.	Contract start date				
	a. Effective upon I Examiner's app		r b. other effective of	date 12/14/2021	
		OE meeting date	10/2022		
	Retroactive?	No			
	If "Yes", please exp				
	Not Applicable				
3.	Previously Approve Termination Date:	ed 06/30/2025			
	Contract term:	3 years and 19	98 days		
4.	Type of contract:	Contract			
	Contract descriptio	n: Arch/Eng			
5.	Purpose of contract	t:			
	This is the secon	d amendment to the o	riginal contract whi	ich provides profes	sional architectural/engineering
	21-P04 SPWD Co	epartment of Public Southard No. 114536 Th	batety Headquarters	s Building Advance	Planning CIP project: CIP Project No. n amount from \$507,600.00 to
	\$556,400.00 due t	o added toxicology la	b programming to t	he existing scope.	······································
6.	CONTRACT AME	NDMENT			
			Trans	Info Acc	um \$ Action Accum \$ Agenda
	1. The max an contract:	nount of the original	\$456,600.00		
	a. Amendm	ent 1:	\$51,000.00) \$51,00	00.00 \$51,000.00 Yes - Info
	2. Amount of c (#2):	current amendment	\$48,800.00		
		um contract	\$556,400.00)	

II. JUSTIFICATION

7. What conditions require that this work be done? 2021 Leg approved CIP

8.	Explain why State employees in yo	ur agency or other State a	gencies are not able to do this work:			
			based on their ability to provide professional engineering state engineering services provided to approved CIPs.			
9.	Were quotes or proposals solicited	?	No			
	Was the solicitation (RFP) done by Division?	the Purchasing	No			
	a. List the names of vendors that w	ere solicited to submit pro	posals (include at least three):			
	Not Applicable					
	b. Soliciation Waiver: Professional	I Service (As defined in N	IAC 333.150)			
	c. Why was this contractor chosen					
	Demonstrated the required expertis					
	d. Last bid date:	Anticipated re-bid	date:			
10.	a. Does the contract contain any IT	•	No			
	b. Is the contract part of an IT inves \$50,000?	stment project over	No			
III. C	OTHER INFORMATION					
11.	Is there an Indirect Cost Rate or Pe	•				
		le the Indirect Cost Rate o	r Percentage Paid to the Contractor			
	Not Applicable					
12.	 a. Is the contractor a current emplo employee of the State of Nevada? No 	yee of the State of Nevada	a or will the contracted services be performed by a current			
	-					
	performed by someone formerly emp		ada within the last 24 months or will the contracted services be vada within the last 24 months?			
	No	1 -))				
	c. Is the contractor employed by an	w of Nevada's political sub	divisions or by any other government?			
	No If "Yes", please explai	•				
	Not Applicable					
13.	Has the contractor ever been engage	ged under contract by any	State agency?			
	Yes If "Yes", specify when agency has been veri	and for which agency and fied as satisfactory:	indicate if the quality of service provided to the identified			
	YES. With SPWD, with satisfactory	y results.				
14.	Is the contractor currently involved	in litigation with the State of	of Nevada?			
		le details of the litigation a	nd facts supporting approval of the contract:			
	Not Applicable					
15.	The contractor is registered with the Nevada Corporation	e Nevada Secretary of Sta	te's Office as a:			
16.	a. Is the Contractor Name the same	e as the legal Entity Name	?			
	Yes	с <i>г</i>				
17.	a. Does the contractor have a curre	ent Nevada State Business	s License (SBL)?			
18.	 18. 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

09/20/2022 15:02:48 PM

thick2

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26858

						Legal Entity Name:	PAUL CAVIN ARCHITECT, LLC
	Agency Name:	ADMIN - S DIVISION	TATE F	PUBLIC	WORKS	Contractor Name:	PAUL CAVIN ARCHITECT, LLC
	Agency Code:	082				Address:	1575 DELUCCHI LANE SUITE 120
	Appropriation Unit:	1585-71					
	Is budget authority available?:		Yes			City/State/Zip	RENO, NV 89502
	If "No" please expla	in: Not Ap	olicable			Contact/Phone:	775-284-7083
						Vendor No.:	T29033842
						NV Business ID:	NV20131182382
	To what State Fisca	al Year(s) w	ill the co	ontract b	e charged?	2023-2025	
	What is the source the contractor will b					ctor? Indicate the per	rcentage of each funding source if
	General Fur	nds 0.0	00 %		Fees	0.00 %	
	Federal Fun	nds 0.0	00 %	Х	Bonds	93.00 %	
	Highway Fu	nds 0.0	00 %	Х	Other funding	7.00 % Agend	cy Funds
	Agency Reference	#: 115	112		-	_	
2	Contract start date:						
	a. Effective upon B Examiner's appr		No	or b.	other effective of	date 10/13/2022	2
	Anticipated BC		date	10/2	022		
	Retroactive?	5	No				
	If "Yes", please exp	lain	NO				
	Not Applicable						
ર	Termination Date:	06/3	0/2025				
0.	Contract term:			d 261 da	avs		
٨		-	tract	201 40	.,		
4.	Type of contract: Contract description		h/Eng				
_			"/Ling				
5.	Purpose of contract			ofocoio	nal arabitaatura		ions for the Air Quality and Vanar
	Barrier, Various B assistance, and co	uildings (S	tewart admin	Facility istratio) CIP project to n: CIP Project N	include design dev lo. 21-S06-3; SPWE	ices for the Air Quality and Vapor /elopment and drawings, bid) Contract No. 115112.
6.	NEW CONTRACT						
	The maximum amo	unt of the c	ontract	for the te	erm of the contra	act is: \$15,000.00	
	Other basis for payr	ment: Mont	hly prog	ress pag	yments based or	n services provided.	
J	USTIFICATION						
7.	What conditions rec	quire that th	is work	be done	?		
	2021 Leg. approved	d CIP's					
8.	Explain why State e	emplovees i	n vour a	agency o	or other State ag	encies are not able t	to do this work:
-	Capital Improvemer	nt Program	(CIP) co	onsultan	ts are selected b	pased on their ability	to provide professional engineering rices provided to approved CIPs.
9.	Were quotes or pro	posals solid	cited?			No	
	Was the solicitation Division?	•		Purcha	sing	No	
	a. List the names of	vendors th	at were	solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable				· · ·		

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

c. Why was this contractor chosen in preference to other?						
Demonstrated the required expertise for w	ork on this project.					
d. Last bid date:	Anticipated re-bid date:					

10. a. Does the contract contain any IT components?Nob. Is the contract part of an IT investment project overNo\$50,000?No

III. OTHER INFORMATION

- 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
 - If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

No

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

No

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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 15. The contractor is registered with the Nevada Secretary of State's Office as a:
- 16. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

- 18. 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	rrussum	10/13/2022 11:46:19 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26856

					Legal Entity Name:	RESOURCE CONCEPTS, INC.
	Agency Name:	ADMIN - ST. DIVISION	ATE PUBLIC	WORKS		RESOURCE CONCEPTS, INC.
	Agency Code:	082			Address:	340 N. MINNESOTA ST.
	Appropriation Unit:	1585-70				
	Is budget authority available?:		Yes		City/State/Zip	CARSON CITY, NV 89703-4152
	If "No" please expla	ain: Not Appli	icable		Contact/Phone:	775-883-1600
					Vendor No.:	T12785100
					NV Business ID:	NV19781005208
	To what State Fisca	al Year(s) will	the contract b	be charged?	2023-2025	
	What is the source the contractor will b				ctor? Indicate the per	rcentage of each funding source if
	General Fur	nds 0.00) %	Fees	0.00 %	
	Federal Fur	nds 0.00)% X	Bonds	66.00 %	
	Highway Fu	inds 0.00)% X	Other funding	34.00 % Agend	cy funded project
	Agency Reference	#: 11510)9			
2	Contract start date:					
	a. Effective upon B Examiner's appr	Board of	No or b	other effective of	date 10/13/2022	2
	Anticipated BC		ate 10/2	2022		
	Retroactive?		No			
	If "Yes", please exp	olain				
	Not Applicable					
3.	Termination Date:	06/30/	/2025			
	Contract term:	2 yea	rs and 261 da	ays		
4.	Type of contract:	Contr	ract			
	Contract description	n: Arch/	Eng			
5.	Purpose of contract					
	Northern Nevada	Veterans Me	morial Ceme	terv CIP project	al/engineering servi to include constru S05-5; SPWD Contr	ices for the Pavement Preservation, Iction documents, bid documents, and Pact No. 115109.
6.	NEW CONTRACT					
	The maximum amo	unt of the cor	ntract for the t	erm of the contra	act is: \$15,250.00	
	Other basis for pay	ment: Monthl	y progress pa	yments based or	n services provided.	
J	USTIFICATION					
7.	What conditions rec	quire that this	work be done	e?		
	2021 Leg. approved	d CIP's				
8.	Explain why State e	employees in	your agency of	or other State ag	encies are not able t	to do this work:
	Capital Improvemendesign and archited	nt Program (C stural services	CIP) consultar s to SPWD in	its are selected b support of the sta	based on their ability ate engineering serv	to provide professional engineering ices provided to approved CIPs.
9.	Were quotes or pro	posals solicit	ed?		No	
	Was the solicitation Division?	(RFP) done	by the Purcha	asing	No	
	a. List the names of	f vendors that	t were solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable					

b. Soliciation 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?
 - If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

No

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

No

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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 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:

Signature Date
10/11/2022 14:33:33 PM
10/11/2022 14:33:38 PM
10/11/2022 14:33:41 PM
10/12/2022 07:55:01 AM
10/13/2022 09:13:11 AM

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

I. DESCRIPTION OF CONTRACT

DESCRIPTION O	F CONTRACT			
1. Contract Number	r: 25740		Amendment Number:	1
			Legal Entity Name:	LGA
Agency Name:	ADMIN - STATE PUB	LIC WORKS	Contractor Name:	LGA
Agency Code:	082		Address:	241 W.CHARLESTON BLVD.
Appropriation Un	it: All Appropriations			SUITE 107
Is budget authori available?:	ty No		City/State/Zip	LAS VEGAS, NV 89102-2592
where the projec and contractor pa the initiating age will reside in age	plain: This is an agency f t will be managed by the S ayment responsibilities wil ncy. Funding and expend ncy budget account 2941, nstruction Planning & Adm	SPWD. Funding I remain with iture authority expenditure	Contact/Phone:	702-263-7111
	C C		Vendor No.:	T27041309
			NV Business ID:	NV19861005290
To what State Fig	scal Year(s) will the contra	act be charged?	2022-2025	
What is the source	. ,	ed to pay the contrac		crcentage of each funding source if
General I		Fees	0.00 %	
Federal F		Bonds	0.00 %	
Highway		X Other funding	100.00 % Agen	cv Funded
Agency Reference		g		
2. Contract start da	te:			
a. Effective upor Examiner's ap	n Board of No or	b. other effective of	date 04/12/2022	2
Anticipated	BOE meeting date	10/2022		
Retroactive?	Νο			
If "Yes", please e	explain			
Not Applicable	·			
3. Previously Appro Termination Date				
Contract term:	3 years and 80	days		
4. Type of contract:	-			
Contract descript				
	-			
5. Purpose of contra				
for the Nevada 3 22-A007-01; SP	State Museum - Boulder	City Railroad Muse. This amendment	eum Visitor Center increases the max	onal architectural/engineering services Advance Planning CIP: CIP Project N kimum amount from \$1,106,965.00 to
6. CONTRACT AM	ENDMENT			
		Trans \$	S Info Acc	cum \$ Action Accum \$ Agenda
1. The max a contract:	amount of the original	\$1,106,965.00		
2. Amount of	f current amendment	\$21,750.00) \$21,7	50.00 \$21,750.00 Yes - Inf

(#1): 3. New maximum contract \$1,128,715.00 amount:

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 Pure Division?	chasing	No					
	a. List the names of vendors that were solic	ited to submit propos	sals (include at least three):					
	Not Applicable							
I	b. Soliciation 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 da	ate:					
10. a	a. Does the contract contain any IT compor	nents?	No					

III. OTHER INFORMATION

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

b. Is the contract part of an IT investment project over

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

No If

\$50,000?

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

No

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

No

No

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

No	If "Yes", please explain

Not	Applica	able										
 								~				

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)?

User

nmann

nmann

Yes

- 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	
Division Approval	

Department Approval Contract Manager Approval Budget Analyst Approval nmann Iwildes jpeat 10/11/2022 15:52:47 PM 10/13/2022 09:10:16 AM 10/13/2022 09:31:05 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26811

			Legal Entity Name:	PURCELL ELECTRICAL PROF CROP PK ELECTRICAL INC
	ADMIN - STATE PUBLIC DIVISION	WORKS	Contractor Name:	PURCELL ELECTRICAL PROF CROP PK ELECTRICAL INC
Agency Code:	082		Address:	681 SIERRA ROSE DR. STE. B
Appropriation Unit:	All Appropriations			
Is budget authority available?:	Νο		City/State/Zip	RENO, NV 89511-2060
where the project wi and contractor paym the initiating agency	n: This is an agency fund Il be managed by the SPV hent responsibilities will ren . Funding and expenditure budget account 3650, exp facility.	VD. Funding main with e authority	Contact/Phone:	775-826-9010
			Vendor No.:	T81016802
			NV Business ID:	NV19961128650
To what State Fisca	I Year(s) will the contract b	be charged?	2023-2025	
What is the source of the contractor will be	of funds that will be used to a paid by multiple funding s	o pay the contrac sources.	tor? Indicate the pe	rcentage of each funding source if
General Fun	ds 0.00 %	Fees	0.00 %	
Federal Fund	ds 0.00 %	Bonds	0.00 %	
Highway Fur	nds 0.00 % X	Other funding	100.00 % Agend	cy funded CIP
Agency Reference #	t: 115094			
2. Contract start date:				
a. Effective upon Bo Examiner's appro Anticipated BO		other effective d	late 10/10/2022	2
Retroactive?	Νο			
If "Yes", please expl	ain			
Not Applicable				
3. Termination Date:	06/30/2025			
Contract term:	2 years and 264 da	ays		
4. Type of contract:	Contract			
Contract description	: Arch/Eng			
5 Purpose of contract:				

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.

Q	. Were quotes or proposals solicited	2	No			
5.	Was the solicitation (RFP) done by		No			
	Division?	the r drendsing				
	a. List the names of vendors that w	vere solicited to submit pro	pposals (include at least three):			
	Not Applicable					
	b. Soliciation Waiver: Professional	I Service (As defined in	NAC 333.150)			
	c. Why was this contractor chosen	in preference to other?				
	Demonstrated the required expertis	se for work on this project				
	d. Last bid date:	Anticipated re-bi	d date:			
10.	. a. Does the contract contain any IT	components?	No			
	b. Is the contract part of an IT inves \$50,000?	•	No			
III. C	OTHER INFORMATION					
11.	. Is there an Indirect Cost Rate or Pe	ercentage Paid to the Con	tractor?			
	No If "Yes", please provid	de the Indirect Cost Rate of	or Percentage Paid to the Contractor			
	Not Applicable					
12.	 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No 					
		Noved by the State of Nov	and within the last 24 menths or will the contracted convises he			
	performed by someone formerly en	nployed by the State of New	rada within the last 24 months or will the contracted services be evada within the last 24 months?			
	No	, ., ., .,				
	c. Is the contractor employed by an	w of Nevada's political su	bdivisions or by any other government?			
	No If "Yes", please explai		Savisions of by any other government.			
	Not Applicable					
12	. Has the contractor ever been enga	and under contract by any	(State agency)			
13.	6	• • •	d indicate if the quality of service provided to the identified			
	agency has been veri	fied as satisfactory:	a indicate in the quality of service provided to the identified			
	Yes. SPWD, and currently with sat	tisfactory results.				
14.	. Is the contractor currently involved	in litigation with the State	of Nevada?			
	-	•	and facts supporting approval of the contract:			
	Not Applicable	*				
15	. The contractor is registered with the	e Nevada Secretary of St	ate's Office as a			
10.	Nevada Corporation					
16	·	o oo tho logal Entity Nam	2			
10.	. a. Is the Contractor Name the same Yes	e as the legal chilly Name	3? 3			
4 -						
17.	. a. Does the contractor have a curre Yes	ent Nevada State Busines	s License (SBL)?			
40		and a company of the New				
18.	. a. Is the legal entity active and in g Yes	ood standing with the Nev	/ada Secretary of State's Office?			
19.	Agency Field Contract Monitor:	Db. 775 604 4141				
	Aviles, Jason, Project Manager	F11. 773-004-4141				
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			

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26875

					Legal Entity Name:	WOOD RODGERS INC
	Agency Name:	ADMIN - STATE P DIVISION	UBLIC W	/ORKS	Contractor Name:	WOOD RODGERS INC
	Agency Code:	082			Address:	1361 CORPORATE BLVD.
	Appropriation Unit:	All Appropriations	5			
	Is budget authority available?:	No			City/State/Zip	RENO, NV 89511-2250
	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.). Funding ain with authority	Contact/Phone:	775-823-4068
					Vendor No.:	T29006428A
					NV Business ID:	NV20031304987
	To what State Fisca	al Year(s) will the co	ntract be	charged?	2023-2026	
	What is the source the contractor will b	of funds that will be be paid by multiple fu	used to p Inding sc	bay the contraction	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %		Fees	0.00 %	
	Federal Fur	nds 0.00 %		Bonds	0.00 %	
	Highway Fu	inds 0.00 %	X	Other funding	100.00 % Agen	cy funded CIP
	Agency Reference	#: 115068				
2.	Contract start date:					
a. Effective upon Board of No or b. other effective date 10/11/2022 Examiner's approval? Anticipated BOE meeting date 11/2022						
	Retroactive?	No				
	If "Yes", please exp					
	Not Applicable					
3	Termination Date:	06/30/2026				
0.	Contract term:	3 years and	263 day	S		
4.	Type of contract:	Contract				
	Contract description	n: Arch/Eng				
F	Durnage of contract	+ •				

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?

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

a. List the names of vendors that were solicited to submit proposals (include at least three): Not Applicable b. Soliciation 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 No \$50,000? **III. OTHER INFORMATION** 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? If "Yes", please explain No Not Applicable 13. Has the contractor ever been engaged under contract by any State agency? If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified No agency has been verified as satisfactory: Not Applicable 14. Is the contractor currently involved in litigation with the State of Nevada? If "Yes", please provide details of the litigation and facts supporting approval of the contract: Yes 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 10/05/2022 11:00:30 AM **Budget Account Approval** nmann **Division Approval** nmann 10/05/2022 11:00:32 AM

Department Approval

Contract Manager Approval

Budget Analyst Approval

nmann

lwildes

thick2

10/05/2022 11:00:35 AM

10/05/2022 12:22:11 PM

10/11/2022 12:00:44 PM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26791

				Legal Entity Name:	Smartplay International, Inc.		
	Agency Name: CA	NNABIS COMP	LIANCE BOARD	Contractor Name:	Smartplay International, Inc.		
	Agency Code: 270	D		Address:	1550 Bridgeboro Road		
	Appropriation Unit: 420	07-26			-		
	Is budget authority available?:	Yes		City/State/Zip	Edgewater, NJ 08010		
	If "No" please explain:	Not Applicable		Contact/Phone: Vendor No.: NV Business ID:	Darrell Smith 609-880-1860 T29045709 NV20222548704		
	To what State Fiscal Ye	ear(s) will the co	ntract be charged?	2023			
		unds that will be	used to pay the contra	ctor? Indicate the pe	rcentage of each funding source if		
	General Funds	0.00 %	X Fees	100.00 % Licens	se Fees		
	Federal Funds	0.00 %	Bonds	0.00 %			
	Highway Funds	s 0.00 %	Other funding	0.00 %			
2	. Contract start date:						
	a. Effective upon Boar Examiner's approva Anticipated BOE r	al?	or b. other effective	date 09/20/2022	2		
	Retroactive?	No	00,2022				
	If "Yes", please explain	1					
	Not Applicable						
3	. Termination Date: Contract term:	06/30/2023 283 days					
1	. Type of contract:	Contract					
4	Contract description:	Lottery Digit	al Draw				
_		Lottery Digi					
5	Purpose of contract: This is a new contract to provide a Desktop Digital Draw System Rental to randomly select applications for cannabis						
	This is a new contrac consumption lounges		esktop Digital Draw S	System Rental to rai	ndomly select applications for cannabis		
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 paymer deliverables.	nt: The contracto	r will invoice the Canna	abis Compliance Boa	rd in installments, based on completed		
II. J	USTIFICATION						

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. Soliciation Waiver: Not Applicable	b. Soliciation Waiver: Not Applicable					
c. Why was this contractor chosen in preference to other?	c. Why was this contractor chosen in preference to other?					
No other vendors were interested.	No other vendors were interested.					
d. Last bid date: 05/11/2022 Anticipated re-b	pid 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					
OTHER INFORMATION						
1. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?						
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor						
Net Applicable						

Not Applicable

III.

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Signature Date
o 09/06/2022 13:50:14 PM
o 09/06/2022 13:50:17 PM
o 09/06/2022 13:50:24 PM
o 09/06/2022 13:50:34 PM
09/07/2022 08:20:31 AM
er 09/20/2022 08:32:27 AM

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

I. DESCRIPTION OF CONTRACT 1 1. Contract Number: 23761 Amendment Number: Legal Entity Management Services for Education Name: Data Agency Name: **NDE - DEPARTMENT OF** Contractor Name: **Management Services for Education** EDUCATION Data Agency Code: 300 Address: 7540 Hwy. 107 Appropriation Unit: 2712-16 Yes Is budget authority City/State/Zip Sherwood, AZ 72120 available?: Contact/Phone: If "No" please explain: Not Applicable 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 % Х Federal Funds 100.00 % Bonds 0.00 % 0.00 % **Highway Funds** 0.00 % Other funding 2. Contract start date: a. Effective upon Board of or b. other effective date 01/01/2021 No Examiner's approval? Anticipated BOE meeting date 09/2022 **Retroactive?** No If "Yes", please explain Not Applicable 3. Previously Approved 12/31/2022 Termination Date: Contract term: 4 vears 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 \$32,000.00 1. \$32,000.00 \$32,000.00 Yes - Info The max amount of the original contract: 2. Amount of current amendment \$32,000.00 \$32,000.00 \$64,000.00 Yes - Info (#1): 3. New maximum contract \$64,000.00 amount: 12/31/2024 and/or the termination date of the original contract has changed to:

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.

25

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 pr	oposals solicited?	Yes				
	Was the solicitatio Division?	n (RFP) done by the Purchas	ing No				
	a. List the names of vendors that were solicited to submit proposals (include at least three):						
	b. Soliciation 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 Ant	cipated re-bid date:				
10.	. a. Does the contra	et contain any IT component	? Yes				
	b. Is the contract p \$50,000?	part of an IT investment project	t over No				
III. C		ATION					
11.	. Is there an Indirec	t Cost Rate or Percentage Pa	id to the Contractor?				
	No If "Ye						
	Not Applicable						
12.	. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No						
			.				
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?						
	Νο						
	 c. Is the contractor employed by any of Nevada's political subdivisions or 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		rie illigation and facts sup				
15.	5. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation						
16.	5. a. Is 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 entit Yes	y active and in good standing	with the Nevada Secreta	ary of State's Office?			
19.	. Agency Field Cont	tract Monitor:					
	. Contract Status:						
20.	Contract Approval	s:					
	Approval Leve		Signature	e Date			

Budget Account Approval

Division Approval

mbro28

carnol1

07/19/2022 09:37:56 AM

07/19/2022 10:17:44 AM

Department Approval Contract Manager Approval EITS Approval Budget Analyst Approval carnol1 strongc7 ljean mranki1 07/19/2022 10:17:47 AM 09/22/2022 11:00:18 AM 09/22/2022 11:33:33 AM 09/22/2022 16:08:23 PM



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

MEMORANDUM

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.

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26879

				Legal Entity Name:	BURKEL, AARON J DBA
		ADMIN - NV ST LIBRAF ARCHIVES AND PUBLI		Contractor Name:	BURKEL, AARON J DBA
	Agency Code:	332		Address:	ANALOGUE IMAGING LLC
	Appropriation Unit:	1052-04			W210 N10784 APPLETON AVE
	Is budget authority available?:	Yes		City/State/Zip	GERMANDTOWN, WI 53022-3712
	If "No" please explai	in: Not Applicable		Contact/Phone:	Jill F. Baldwin 414/628-3805
				Vendor No.:	T32007554A
				NV Business ID:	NV20141401155
	To what State Fisca	I Year(s) will the contract	t be charged?	2023-2027	
	What is the source of the contractor will be	of funds that will be used e paid by multiple funding	to pay the contrac g sources.	ctor? Indicate the per	rcentage of each funding source if
	X General Fun	nds 100.00 %	Fees	0.00 %	
	Federal Fun	ds 0.00 %	Bonds	0.00 %	
	Highway Fur	nds 0.00 %	Other funding	0.00 %	
	Agency Reference #	#: 332			
2.	Contract start date:				
	a. Effective upon Be Examiner's appro		b. other effective of	date 10/10/2022	2
			/2022		
	Retroactive?	No			
	If "Yes", please expl				
	Not Applicable				
3.	Termination Date:	10/09/2026			
	Contract term:	4 years			
4	Type of contract:	Contract			
	Contract description		nce		
5	Purpose of contract:				
0.			ear maintenance	warranty for the SN	MA Scan O (3650) Serial # 046135.
6	NEW CONTRACT				
0.		unt of the contract for the	term of the contra	act is: \$34 100 00	
		nent: FY23 \$8,525.00 F		•	\$ \$8 525 00
			12100,02010011		, , 0,020100
J	USTIFICATION				
7.	What conditions req	uire that this work be dor	ne?		
	NSLAPR needs a m	naintenance/service warra	anty contract to du	le to the expense of	replacing the equipment.
8.	Explain why State e	mployees in your agency	/ or other State ad	encies are not able t	to do this work:
	Lack of trained pers				
9	Were quotes or prop	oosals solicited?		No	
0.		(RFP) done by the Purch	nasing	No	
	Division?	, , , , , , , , , , , , , , , , , , , ,	- 3	-	
		vendors that were solicit	ted to submit prop	osals (include at leas	st three):
	Not Applicable				
	b. Soliciation Waive	••			
	c. Why was this con	tractor chosen in prefere	nce to other?		

II.

-	Analogue Imaging, LLC is the only					
	d. Last bid date:	Anticipated re-	DID DATE:			
	a. Does the contract contain any I	•	No			
	b. Is the contract part of an IT inve \$50,000?	stment project over	No			
. 0	THER INFORMATION					
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the Co	ontractor?			
Г		de the Indirect Cost Rate	e or Percentage Paid to the Contractor			
	Not Applicable					
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of Neva	ada or will the contracted services be performed by a current			
	b. Was the contractor formerly em performed by someone formerly en No	ployed by the State of Nemployed by the State of	evada within the last 24 months or will the contracted services be Nevada within the last 24 months?			
		ny of Nevada's political s	subdivisions or by any other government?			
	No If "Yes", please expla					
Γ	Not Applicable					
13.	Has the contractor ever been enga	aged under contract by a	ny State agency?			
	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					
Г	agency has been ver					
	Vendor of State of Nevada since 2	2014.				
14.	Is the contractor currently involved in litigation with the State of Nevada?					
Г		de details of the litigatior	and facts supporting approval of the contract:			
L	Not Applicable					
	The contractor is registered with th LLC	ne Nevada Secretary of S	State's Office as a:			
16.	a. Is the Contractor Name the sam Yes	ne as the legal Entity Nar	ne?			
17.	a. Does the contractor have a curr Yes	ent Nevada State Busine	ess License (SBL)?			
18.	a. Is the legal entity active and in g Yes	good standing with the N	evada Secretary of State's Office?			
19.	Agency Field Contract Monitor: Jeannie Pelham, Imaging and P	reservation Services Sup	pervisor Ph: 775/684-3420			
	Contract Status:					
	Contract Approvals:					
	Approval Level	User	Signature Date			
	Budget Account Approval	jvictor	10/06/2022 11:24:50 AM			
	Division Approval	jkidd ssands	10/06/2022 13:34:28 PM 10/06/2022 13:35:15 PM			
	Department Approval Contract Manager Approval	ssands ssands	10/06/2022 13:35:15 PM 10/06/2022 13:35:17 PM			
	Budget Analyst Approval	jcoope8	10/06/2022 13:35:17 PM 10/07/2022 07:55:58 AM			
	Budget Analyst Approval	Jeoopeo				

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26798

							Legal Entity Name:	NEVADA HUMANITIES, INC.
	Agency Name:	ADMI ARCH	N - NV IIVES	ST LIBR AND PUI	ARY, BLIC RECORD	S	Contractor Name:	NEVADA HUMANITIES, INC.
	Agency Code:	332					Address:	1670-200 NORTH VIRGINIA STREET
	Appropriation Unit:	2891-	12					PO BOX 8029
	Is budget authority available?:		Y	Yes			City/State/Zip	RENO, NV 89507
	If "No" please expla	ain: No	ot Appli	cable			Contact/Phone: Vendor No.:	CHRISTINA BARR 775-784-6587 T80946425
							NV Business ID:	NV19751003518
	To what State Fisca	al Year	(s) will	the conti	act be charged	?	2023	
	What is the source the contractor will b	of fund e paid	ds that by mu	will be us Itiple fund	ed to pay the co ling sources.	ontrac	tor? Indicate the per	rcentage of each funding source if
	General Fur	nds	0.00	%	Fees		0.00 %	
	X Federal Fun	nds	100.00	%	Bonds		0.00 %	
	Highway Fu	inds	0.00	%	Other fun	ding	0.00 %	
2.	Contract start date:							
	a. Effective upon B Examiner's appr	Board o 'oval?	of	No c	r b. other effec	ctive d	ate 10/11/2022	2
	Anticipated BC	DE mee	eting d	ate	10/2022			
	Retroactive?			No				
	If "Yes", please exp	lain						
	Not Applicable							
3.	Termination Date:		06/23/	/2023				
	Contract term:		255 da	ays				
4.	Type of contract:		Contr	act				
	Contract description	า:	Book	program	1			
5.	Purpose of contract	t:						
	This is a new cont Program.	ract to	o provi	de ongo	ing implement	ation	and administration	of the Nevada Center for the Book
6.	NEW CONTRACT							
	The maximum amo	unt of t	the cor	ntract for	the term of the o	contra	ct is: \$50,000.00	
J	USTIFICATION							
7.	What conditions rec	quire th	nat this	work be	done?			
	To fulfill obligations	as sta	te affili	ate of Lib	rary of Congres	s for t	he National Center	for the Book Program.
8.	Explain why State e	employ	ees in	vour age	ncy or other Sta	ite age	encies are not able t	to do this work:
	Staffing shortages t					U		
9	Were quotes or pro	posals	solicite	ed?			No	
υ.	Was the solicitation Division?	•			ırchasing		No	
	a. List the names of	f vendo	ors that	t were so	licited to submit	propo	sals (include at leas	st three):
	Not Applicable							
	b. Soliciation Waive Approval #: 2 Approval Date	20607			act (As Approv	/ed by	Chief of Purchasi	ing)
	c. Why was this cor	ntracto	r chose	en in pref	erence to other	?		

II.

	N/A		
	d. Last bid date:	Anticipated re-	bid date:
10.	a. Does the contract contain any I	T components?	No
	b. Is the contract part of an IT inve \$50,000?	•	No
. 0	THER INFORMATION		
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the Co	ontractor?
r	No If "Yes", please provi	de the Indirect Cost Rate	e or Percentage Paid to the Contractor
	Not Applicable		
	a. Is the contractor a current employee of the State of Nevada?		ada or will the contracted services be performed by a current
	b. Was the contractor formerly emperformed by someone formerly en		evada within the last 24 months or will the contracted services be Nevada within the last 24 months?
		ny of Nevada's political s	subdivisions or by any other government?
	No If "Yes", please expla	•	subdivisions of by any other government?
[Not Applicable		
-	Has the contractor ever been enga	aged under contract by a	ny State agency?
ſ	Yes If "Yes", specify wher agency has been ver	n and for which agency a	and indicate if the quality of service provided to the identified
	since 2000, service is satisfactory		
ſ		•	te of Nevada? and facts supporting approval of the contract:
	Not Applicable		
	The contractor is registered with th Non-profit Corporation	ne Nevada Secretary of S	State's Office as a:
16.	a. Is the Contractor Name the sam Yes	ie as the legal Entity Nar	ne?
17.	Not Applicable		
18.	a. Is the legal entity active and in g Yes	good standing with the N	evada Secretary of State's Office?
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 Contract Manager Approval	ssands ssands	09/09/2022 16:03:55 PM 10/06/2022 07:53:57 AM
	Budget Analyst Approval	jpeat	10/06/2022 07:53:57 AM 10/11/2022 11:06:24 AM
	ουυχει Απαιγδι Αμριοναι	Jhear	10/11/2022 11.00.24 AW



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#:	22060760

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

STATE AGENCY NAME REQUIRED:			Nevada State Library, Archives and Public Records			
Contact Name and Title			Email Address			
Sulin Jones		775-684-3340	sulinjones@admin.nv.gov			
			nd Title Phone Number			

	Vendor Information:	
	Vendor Name:	Nevada Humanities
	Contact Name:	Christina Barr
1b	Complete Address:	1670-200 North Virginia St., Reno, NV 89507
	City, State, and Zip Code	
	Telephone Number:	775-784-6587
	Email Address:	cbarr@nevadahumanities.org

	Type of Waiver Requested – Check	the appropriate type:	
1c	Sole or Single Source:		
	Professional Service Exemption:	2	J

	Contract Information:						
	Is this a new Contract? Check One:	Yes:	x	No:			
	If 'No' Enter Amendment Number:	#			no		
	Enter CETS Number:	#					

	Term:		······		
1e	One (1) Time Purchase? Check One:	Yes:		No:	<i>x</i>
1	Contract: 1 year w/option to renew 3x	Start Date:	Upon approval	End Date:	06/30/26
L	Conduct. 1 your moption to renew str	1	1	L	

	Funding:		-
10	State Appropriated:		$\frac{1}{1}$
1f	Federal Funds:	100%	-
	Grant Funds:]

Page 1

Other (Explain):

Purchasing Use Only:

Approval #:	

2204070

1g Total Estimated Value of this Service Contract, Amendment or Purchase: \$50,000

Provide a description of work/services to be performed or services with goods to be purchased:

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

2 community reads programs, *Nevada Reads*, 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.

What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?

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 "Nevada Reads." In 2017, NSLAPR determined it would be more cost effective to contract with a vendor to produce Center for the Book and Nevada Reads 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. Nevada Reads offerings, produced under contract by Nevada Humanities, have been well received and appreciated by libraries and library patrons. Nevada Reads books have included Nomadland, by Jessica Bruder, Don't Skip out on Me, by Reno native Willy Vlautin, and Miracle Country, 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 Nevada Reads 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

4 Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

3

#220607@

NSLAPR has invested 5 years worth of time and resources into to working with Nevada Humanities to build out and fine tune *Nevada Reads* 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 *Nevada Reads* is a program that they would like to continue to produce.

		Check One:		
	ere alternative services or commodities evaluated?	Yes	Nc	
W	ere alternative services of commodities conductor		x	
a,	<i>If yes</i> , what were they and why were they unacceptable? Please characteristics, requirements, capabilities and compatibility.	be specific about feat	ures,	
b.	<u>If not</u> , why were alternatives not evaluated? to other vendor currently exists in the state who has the expertise and			

Page 3

Purchasing Use (
Annroval #:	1220

		d these service	s/services with g	goods in the past? Check	Yes	No
On	e:					
was	TE: To avoid delays o s made via solicitation v UST ACCOMPANY TE	waiver(s), a cop	oy or copies of <u>A</u>	^f your previous purchase(s) <u>LL PREVIOUS WAIVERS</u>	x	
<u>ма</u> с а.	If yes, starting with the	e most <u>recent co</u> her vendor for	<u>ontract</u> and worl these services/se	ting backward, for the <u>entire rela</u> rvices with goods, the following i <u>ber(s) associated with each</u> :	<u>tionshij</u> nformal	<u>v with</u> tion
	Term	T 7 7	Short	Provide Type of Procurement	CI	ETS #

	Term		TT T	Short	Provide Type of Procurement	CETS #
	Start Date End Date		Value	Description	RFP#, RFQ#, Waiver #	
6	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
			\$			
			\$			

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?

7 NSLAPR would lose the time and resources invested into building *Nevada Reads* 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 *Nevada Reads* programs offered through their public libraries.

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?

8 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.

•	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No	
9				

#220607

	1 ~
a. If yes, please provide details regarding future obligations or needs.	

Purchasing Use O	nly:
Approval #:	2206070

06-13-22

Date

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, lones

Print Name of Agency Representative Initiating Request

Signature of Agency Head Authorizing Request

Print Name of Agency Head Authorizing Request

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

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).

Page 5

Date



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:

.

glain 0- Orty

6/21/22 Date

Administrator, Purchasing Division or Designee

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26862

					Legal Entity Name:	HOTEL NEVADA & GAMBLING HALL, Ltd.
	Agency Name:	DTCA - NEV	ADA ARTS (COUNCIL	Contractor Name:	HOTEL NEVADA & GAMBLING HALL, Ltd.
	Agency Code:	333			Address:	501 AULTMAN ST
	Appropriation Unit:	2979-29				
	Is budget authority available?:	Y	′es		City/State/Zip	ELY, NV 89301-1578
	If "No" please expla	ain: Not Applic	cable		Contact/Phone:	Lynne Godfrey 775/289-6665
					Vendor No.:	T81030903
					NV Business ID:	NV19931006456
	To what State Fisca	al Year(s) will t	the contract b	be charged?	2023	
	What is the source the contractor will b				tor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00	%	Fees	0.00 %	
	X Federal Fur	nds 100.00	%	Bonds	0.00 %	
	Highway Fu	inds 0.00	%	Other funding	0.00 %	
	Agency Reference	#: 333				
2.	Contract start date:					
	a. Effective upon E Examiner's app	Board of roval?	No or b.	other effective c	late 10/06/2022	2
	Anticipated BC	DE meeting da	ate 10/2	2022		
	Retroactive?	1	No			
	If "Yes", please exp	olain				
	Not Applicable					
3.	Termination Date:	04/30/2	2023			
	Contract term:	206 da	iys			
4.	Type of contract:	Contra	act			
	Contract description	n: Hotel I	Nevada			
5.	Purpose of contract	t:				
	This is a new cont conference.	tract to provid	de lodging a	nd event room s	space for the Neva	da Basin to Range Exchange program
6	NEW CONTRACT					

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):

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?Nob. 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?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

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	rrussum	10/06/2022 16:08:35 PM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26689

				Legal Entity Name:	C THRU GLASS
	Agency Name:	DHHS - AGING AN SERVICES DIVISIO		Contractor Name:	C THRU GLASS
	Agency Code:	402		Address:	7787 EASTGATE ROAD, SUITE 110
	Appropriation Unit:	3279-07			
	Is budget authority available?:	Yes		City/State/Zip	HENDERSON, NV 89011
	If "No" please expla	ain: Not Applicable		Contact/Phone:	SHAUN HANNA 7029451077
				Vendor No.:	T32012928
				NV Business ID:	NV20191545573
	To what State Fisca	al Year(s) will the cor	tract be charged?	2023-2027	
	What is the source	. ,	used to pay the contract		rcentage of each funding source if
	X General Fu		Fees	0.00 %	
	Federal Fur		Bonds	0.00 %	
	Highway Fu		Other funding	0.00 %	
	0 7		Other fulfulling	0.00 /0	
2.	Contract start date:				
	a. Effective upon E Examiner's appr	roval?	or b. other effective of	date 11/10/2022	2
	Anticipated BC	DE meeting date	10/2022		
	Retroactive?	No			
	If "Yes", please exp	olain			
	Not Applicable				
3.	Termination Date:	11/09/2026			
-	Contract term:	4 years			
		-			
4.	Type of contract:	Contract			
	Contract description	n: DRC Glass R	epair		
5.	Purpose of contract	t:			
	This is a new cont	ract to provide on g	joing glass repair or	replacement servic	es on an as-needed basis.
6.	NEW CONTRACT				
	The maximum amo	unt of the contract fo	r the term of the contra	act is: \$18,000.00	
	Other basis for pay	ment: As Invoiced pe	r Attachment B		
JI	JSTIFICATION				
7.	What conditions rec	quire that this work be	e done?		
•••				Physical Environmer	nt - the facility must be designed,
	constructed, equipp	ped, and maintained t	o protect the health and as windows are occa	nd safety of residents	s, personnel and the public. Glass repair
8.	Explain why State e	employees in your ad	ency or other State ag	encies are not able t	to do this work:
	· · ·		ise or equipment to pe		
a	Were quotes or pro	nosals solicited?		Yes	
э.		(RFP) done by the F	Purchasing	No	
	Division?	. , .	C C		
	a. List the names of	r vendors that were s	olicited to submit prop	osais (include at leas	st three):

II.

	Las Vegas Glass Repair Automatic Door & Glass							
	C Thru Glass							
	Glass Vegas							
	b. Soliciation Waiver: Not Applicable							
I		c. Why was this contractor chosen in preference to other?						
ļ	This vendor was the only one to re							
	d. Last bid date: 07/16/2022		d date: 07/15/2026					
	a. Does the contract contain any IT	•	No					
	b. Is the contract part of an IT inves \$50,000?	stment project over	No					
I. C	OTHER INFORMATION							
11.	Is there an Indirect Cost Rate or Pe	ercentage Paid to the Con	ntractor?					
	No If "Yes", please provid	de the Indirect Cost Rate of	or Percentage Paid to the Contractor					
	Not Applicable							
12.	employee of the State of Nevada?	byee of the State of Nevad	a or will the contracted services be performed by a current					
	Νο							
	performed by someone formerly er	ployed by the State of New nployed by the State of New	vada within the last 24 months or will the contracted services be evada within the last 24 months?					
	No							
		c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?						
1	No If "Yes", please expla	in						
	Not Applicable							
13.	Has the contractor ever been engaged under contract by any State agency?							
			d indicate if the quality of service provided to the identified					
ſ	agency has been veri	tied as satisfactory:						
	Not Applicable							
14.	Is the contractor currently involved in litigation with the State of Nevada?							
I		de details of the litigation a	and facts supporting approval of the contract:					
	Not Applicable							
	The contractor is registered with th Nevada Corporation	e Nevada Secretary of Sta	ate's Office as a:					
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity Name	e?					
17.	Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g	ent Nevada State Busines	ss License (SBL)?					
17. 18.	Yes a. Does the contractor have a curre Yes	ent Nevada State Busines	ss License (SBL)?					
17. 18. 19.	Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor:	ent Nevada State Busines	ss License (SBL)?					
17. 18. 19. 20.	Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status:	ent Nevada State Busines	ss License (SBL)?					
17. 18. 19. 20.	Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals:	ent Nevada State Busines	ss License (SBL)?					
17. 18. 19. 20.	Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level	ent Nevada State Busines	es License (SBL)? vada Secretary of State's Office?					
17. 18. 19. 20.	Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval	ent Nevada State Busines good standing with the New User	as License (SBL)? vada Secretary of State's Office? Signature Date					
17. 18. 19. 20.	Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	ent Nevada State Busines jood standing with the Nev User amanocha	ss License (SBL)? vada Secretary of State's Office? Signature Date 08/10/2022 08:58:18 AM					
17. 18. 19. 20.	Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval	ent Nevada State Busines jood standing with the Nev User amanocha amanocha	ss License (SBL)? vada Secretary of State's Office? Signature Date 08/10/2022 08:58:18 AM 08/10/2022 08:58:22 AM					

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26687

						Legal Entity Name:	CASHMAN EQUIPMENT COMPANY
	Agency Name:	DHHS HEAL	-	C AND BE	HAVIORAL	Contractor Name:	CASHMAN EQUIPMENT COMPANY
	Agency Code:	406				Address:	600 GLENDALE AVENUE
	Appropriation Unit:	3162-0)7				
	Is budget authority available?:		Ye	5		City/State/Zip	SPARKS, NV 89431
	If "No" please expla	ain: No	t Applica	ble		Contact/Phone: Vendor No.: NV Business ID:	Jay D Ray 775-895-2235 PUR0000249A NV19601000406
	To what State Fisca	al Year((s) will th	e contract b	be charged?	2023-2026	
	What is the source the contractor will b	of fund e paid	s that wil by multip	l be used to le funding	o pay the contrac sources.	ctor? Indicate the per	rcentage of each funding source if
	X General Fur	nds 1	100.00 %	-	Fees	0.00 %	
	Federal Fun	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %		Other funding	0.00 %	
	Agency Reference		C 18095		Ũ		
2.	Contract start date:						
	a. Effective upon B Examiner's appr	roval?			other effective o	date 09/23/2022	2
	Anticipated BC	DE mee	eting date	9/2	2022		
	Retroactive?		No)			
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date: Contract term:		11/30/20 3 years	25 and 69 day	/s		
4.	Type of contract: Contract descriptior		Contrac Back Up	t Generato	ors		
5	Purpose of contract	ŀ	-				
0.	· · ·		provide	schedule	d maintenance	services for backup	o generators.
6	NEW CONTRACT		•				x
0.	The maximum amo	unt of t	he contra	act for the t	erm of the contra	act is: \$49.999.00	
	Payment for service					•	
J	USTIFICATION						
7.	What conditions rec	quire th	at this wo	ork be done	e?		
	The back-up genera Diesel generators w			intenance	services are reco	ommended by SPWI	D project manager to ensure the Detroit
8.	Explain why State e	employe	ees in yo	ur agency o	or other State ag	encies are not able t	to do this work:
	No employees licen	nsed or	qualified	to perform	the duties in SC	W.	
9.	Were quotes or pro	posals	solicited	?		Yes	
	Was the solicitation Division?	•			asing	No	
	a. List the names of	f vendo	ors that w	ere solicite	d to submit prop	osals (include at leas	st three):
	NEVADA ENERGY SMITH POWER PR CASHMAN EQUIPI	RODUC	TS	١Y			

II.

b. Soliciation 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 No

III. OTHER INFORMATION

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

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

Not Applicable

\$50,000?

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

No

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

No

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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26747

					Legal Entity Name:	Nevada Fence, LLC
		DHHS - HEALT		AND BEHAVIORAL	Contractor Name:	Nevada Fence, LLC
	Agency Code: 4	406			Address:	508 N. Curry St, Unit B
	Appropriation Unit: 3	3162-07	7			
	Is budget authority available?:		Yes		City/State/Zip	Carson City, NV 89703
	If "No" please explain	n: Not	Applicable		Contact/Phone:	Nick Bircheff 775-562-2220
					Vendor No.:	T32012688
					NV Business ID:	NV20171624497
	To what State Fiscal	Year(s	s) will the co	ontract be charged?	2023-2026	
	What is the source of the contractor will be	of funds e paid b	that will be y multiple f	e used to pay the contract funding sources.	ctor? Indicate the per	rcentage of each funding source if
	X General Fund	ds 1(00.00 %	Fees	0.00 %	
	Federal Fund	ds	0.00 %	Bonds	0.00 %	
	Highway Fund	nds	0.00 %	Other funding	0.00 %	
	Agency Reference #:	: 1	8109	-		
2.	Contract start date:					
	a. Effective upon Bo	bard of	No	or b. other effective of	date 10/10/2022	
	Examiner's approv Anticipated BOE	oval?	ing date	10/2022		
	Retroactive?		No			
	If "Yes", please expla	ain	No			
	Not Applicable					
	Termination Date:	0	9/30/2025			
0.	Contract term:			d 356 days		
4			Contract			
4.	Type of contract:	-		llanaa		
_	Contract description:		nstall gate	vience		
5.	Purpose of contract:			·····		4
	L	act to I	install tend	cing, gates and mainter	nance, to existing s	structures.
6.	NEW CONTRACT					
				for the term of the contra		
	Other basis for payme	nent: At	tachment A	A: Scope of Work and De	eliverables	
JI	USTIFICATION					
7.	What conditions requ				for a structure s	
	What conditions requ NNAMHS and Lakes	s Cross	ing require	maintenance to existing		
	What conditions requ NNAMHS and Lakes Explain why State em	s Cross mployee	ing require es in your a	maintenance to existing agency or other State ag	encies are not able t	
	What conditions requ NNAMHS and Lakes Explain why State em	s Cross mployee	ing require es in your a	maintenance to existing	encies are not able t	
8.	What conditions requ NNAMHS and Lakes Explain why State em State employees do r Were quotes or propo	s Cross mployee not hav	ing require es in your a ve the expe olicited?	maintenance to existing agency or other State ag ertise, equipment, and to	encies are not able t	
8.	What conditions requinations requinations requinations and Lakes Explain why State em State employees do reproduce Were quotes or proposed Was the solicitation (In Division?	s Cross mployee not hav oosals s (RFP) c	ing require es in your a ve the expension colicited? done by the	maintenance to existing agency or other State ag ertise, equipment, and to Purchasing	encies are not able t ols to perform this ty Yes No	pe of work.
8.	What conditions requinations requinations requinations and Lakes Explain why State employees do not state employees do not state employees or properties of the solicitation (Internation Properties of the solicitation of the so	s Cross mployee not hav oosals s (RFP) c	ing require es in your a ve the expension colicited? done by the	maintenance to existing agency or other State ag ertise, equipment, and to	encies are not able t ols to perform this ty Yes No	pe of work.
8.	What conditions requinations requinations requinations and Lakes Explain why State em State employees do reproduce Were quotes or proposed Was the solicitation (In Division?	s Cross mployee not hav oosals s (RFP) c	ing require es in your a ve the expension colicited? done by the	maintenance to existing agency or other State ag ertise, equipment, and to Purchasing	encies are not able t ols to perform this ty Yes No	pe of work.

II.

	c. Why was this contractor chosen	in preference to othe	ar?			
			the highest scoring proposer as determined by an independently			
	d. Last bid date: 08/08/202	2 Anticipated	re-bid date: 03/03/2025			
10.	a. Does the contract contain any I b. Is the contract part of an IT inve \$50,000?	•	No No			
I. C	OTHER INFORMATION					
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the	e Contractor?			
	No If "Yes", please provi	de the Indirect Cost R	Rate or Percentage Paid to the Contractor			
	Not Applicable					
12.	a. Is the contractor a current employee of the State of Nevada? No	oyee of the State of N	levada or will the contracted services be performed by a current			
	b. Was the contractor formerly em performed by someone formerly e No	ployed by the State of mployed by the State	of Nevada within the last 24 months or will the contracted services of Nevada within the last 24 months?			
	 c. Is the contractor employed by any of Nevada's political subdivisions or 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	•				
	No If "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable					
15.	The contractor is registered with th	ne Nevada Secretary	of State's Office as a:			
16.	a. Is the Contractor Name the sam	ne as the legal Entity I	Name?			
17.	a. Does the contractor have a curr Yes	ent Nevada State Bus	siness License (SBL)?			
18.	a. Is the legal entity active and in g	good standing with the	e Nevada Secretary of State's Office?			
19.	Agency Field Contract Monitor: Roger Cole, Facility Supervisor	Ph: 775-688-2125				
20.	Contract Status: Contract Approvals:	lloor	Signatura Data			
	Approval Level Budget Account Approval	User rmille8	Signature Date 09/30/2022 11:32:34 AM			
	Division Approval	rmille8	09/30/2022 11:32:36 AM			
		rmille8				
	Department Approval	milleo	09/30/2022 11:32:38 AM			
	Department Approval Contract Manager Approval	rmille8	09/30/2022 11:32:41 AM			

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26686

					Legal Entity Name:	ASSURED DOCUMENT DESTRUCTION, INC.
	Agency Name:	DHHS HEAL		AND BEHAVIORAL	Contractor Name:	ASSURED DOCUMENT DESTRUCTION, INC.
	Agency Code:	406			Address:	8050 S ARVILLE ST STE 105
	Appropriation Unit:	3216-	04			
	Is budget authority available?:		Yes		City/State/Zip	LAS VEGAS, NV 89139
	If "No" please expla	ain: No	ot Applicable	9	Contact/Phone: Vendor No.:	Jacob Michaud 702/614-0001 T81096369
					NV Business ID:	NV20001415539
			. ,	contract be charged?	2023-2027	
	What is the source the contractor will b	of func	ts that will b	be used to pay the contract	ctor? Indicate the pe	rcentage of each funding source if
	X General Fu	•	100.00 %	Fees	0.00 %	
	Federal Fur		0.00 %	Bonds	0.00 %	
	Highway Fu		0.00 %	Other funding	0.00 %	
	Agency Reference	#:	C 18101			
2.	Contract start date:					
	a. Effective upon E Examiner's appr		of No	or b. other effective of	date 02/01/2023	3
	Anticipated BC	DE me	eting date	10/2022		
	Retroactive?		No			
	If "Yes", please exp	olain				
	Not Applicable					
3.	Termination Date:		01/31/2023	7		
0.	Contract term:		4 years			
4			-			
4.	Type of contract: Contract description	.	Contract	anagamant		
	•		Record M	anagement		
5.	Purpose of contract					
	This is a new cont	tract to	o provide r	etrieval and storage of r	nedical records.	
6.	NEW CONTRACT					
	The maximum amo	ount of	the contrac	t for the term of the contra	act is: \$24,473.68	
	Payment for service	es will l	be made at	the rate of \$1,529.61 per	quarter	
	USTIFICATION					
7.	What conditions rec					
	HCQC has taken co architectural/constr	ontrol c uction	over medica plans that r	al records in accordance v nust be stored in accorda	vith NRS 449.171 ar nce with the State's	nd also has a large volume of retention schedule.
8.	Explain why State e	employ	ees in your	agency or other State ag	encies are not able t	to do this work:
				sources to store all of the		
9.	Were quotes or pro	posals	solicited?		Yes	
	Was the solicitation Division?	ו (RFP)	done by th	e Purchasing	No	
	a. List the names o	f vendo	ors that wer	e solicited to submit prop	osals (include at leas	st three):
	Iron Mountain Assured Document Vital Records Conti		uction			

II.

b. Soliciation Waiver: Not Applicable

c. Why was this contractor cho	sen in preference to other?		
d. Last bid date:	Anticipated re-b	id date:	
. a. Does the contract contain ar	וע IT components?	No	
b. Is the contract part of an IT i \$50,000?	nvestment project over	No	

III. OTHER INFORMATION

- 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
 - If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

No

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

No

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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 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

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

DESCRIPTION OF CONTRACT I. 1. Contract Number: 21526 1 Amendment Number: Legal Entity Assured Document Destruction Name: **DHHS - PUBLIC AND BEHAVIORAL** Contractor Name: **Assured Document Destruction** Agency Name: HEALTH Agency Code: 406 Address: 8050 S. Arville St., Suite 105 Appropriation Unit: 3216-04 Yes Is budget authority City/State/Zip Las Vegas, NV 89139 available?: If "No" please explain: Not Applicable Contact/Phone: Jacob Michaud 702/614-0001 Vendor No.: T81096369 NV20001415539 NV Business ID: 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 % Х 100.00 % Health Facility Fees Fees Federal Funds 0.00 % Bonds 0.00 % 0.00 % 0.00 % Other funding Highway Funds Agency Reference #: C 16985 2. Contract start date: a. Effective upon Board of No or b, other effective date 04/11/2019 Examiner's approval? Anticipated BOE meeting date 09/2022 Retroactive? No If "Yes", please explain Not Applicable 01/31/2023 Previously Approved Termination Date: 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 \$3,940.00 \$3,940.00 \$3,940.00 No contract: 2. \$6,282.45 \$10,222.45 \$10,222.45 Amount of current amendment Yes - Info (#1): \$10,222.45 3. New maximum contract amount: JUSTIFICATION П.

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 No Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation 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 No \$50,000? **III. OTHER INFORMATION** 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or by any other government? If "Yes", please explain No 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? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No 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: User Approval Level 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

Budget Analyst Approval

jpeat

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26587

				Legal Entity Name:	TRILOGY INTEGRATED RESOURCES
	Agency Name:	DHHS - PUBLIC AND HEALTH	BEHAVIORAL	Contractor Name:	TRILOGY INTEGRATED RESOURCES
	Agency Code:	406		Address:	LLC
	Appropriation Unit	: 3219-16			1101 5TH AVE STE 250
	Is budget authority available?:	Yes		City/State/Zip	SAN RAFAEL, CA 94901-2989
	If "No" please expl	lain: Not Applicable		Contact/Phone:	415/458-5900
				Vendor No.:	PUR0005276
				NV Business ID:	NV20222466465
	To what State Fisc	cal Year(s) will the contra	act be charged?	2022-2025	
	What is the source the contractor will	e of funds that will be use be paid by multiple fund	ed to pay the contrac ing sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	unds 0.00 %	Fees	0.00 %	
	X Federal Fu	inds 100.00 %	Bonds	0.00 %	
	Highway F	unds 0.00 %	Other funding	0.00 %	
	Agency Reference	e #: C18024			
	Contract start date a. Effective upon	Board of No of	b. other effective of	date 03/01/2022	2
	Examiner's app		11/2022		
	•	5	11/2022		
	Retroactive?	Yes			
	If "Yes", please ex				
	In early 2022 OPF which was denied ability to enter th services.	HE reached out to CDC d. It took several mont e contract phase. Thro	5 for approval to us hs to find programs bughout this time, T	se OD2A funds to s s that could suppor frilogy Integrated R	upport this maintenance agreement, rt this funding, thus delaying the State's lesources, LLC continued to provide
3.	Termination Date:	02/28/2025			
	Contract term:	3 years			
4.	Type of contract:	Contract			
	Contract description	on: Data Collection	n		
5.	Purpose of contract	ct:			
	This is a new cor website for public	ntract to provide data c c accessibility.	ollection, report se	ervices, and post th	e outcome by Nevada counties to the
6.	NEW CONTRACT				
	The maximum am	ount of the contract for t	he term of the contra	act 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. Soliciation 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										
10.	b. Is the contract part of an IT investment project over No \$50,000?										
III. (OTHER INFORMATION										
11.	. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?										
	No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor										
	Not Applicable										
12.	. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?										
	Νο										
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?										
	Νο										
	 c. Is the contractor employed by any of Nevada's political subdivisions or 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:										
	. 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#: 220702-02

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

	Agency Contact Information - Note: Approved copy will be sent to ONLY the contact(s) listed below:						
	STATE AGENCY NAME REQUIRED:		Division of Public and Behavioral Health				
1 a	Contact Name and Title		Phone Number	Email Address			
	Lindsey Kinsinger		775-301-0652	lkinsinger@health.nv.gov			
	Ronda Miller, MAIII		775-684-5932	rondamiller@health.nv.gov			

	Vendor Information:		
	Vendor Name:	Trilogy Integrated Resources, LLC	
	Contact Name:	Debbie Smith	
1b	Complete Address:	1101 Fifth Ave #250	
	City, State, and Zip Code	San Rafael, CA 94901	
	Telephone Number:	415-548-5900	
	Email Address:	dsmith@trilogyir.com	

		Type of Waiver Requested – Check the appropriate type:			
1	.c	Sole or Single Source:	Sole		
		Professional Service Exemption:			

	Contract Information:				
1d	Is this a new Contract? Check One:	Yes:	No:		
1	If 'No' Enter Amendment Number:	#			
	Enter CETS Number:	#			

	Term:						
1e	One (1) Time Purchase? Check One:	Yes:		No:	X		
	Contract:	Start Date:	3/1/22	End Date:	2/28/25		

	Funding:	
1f	State Appropriated:	
	Federal Funds:	
	Grant Funds:	X
	Other (Explain):	

Solicitation Waiver

Red do/20/22/1 auto/

Purchasing Use O	nly:	
Approval #:	220702	CA

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.

What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?

3 Trilogy developed a "Network of Care" website in order to support dissemination of the public health data that's being collected under this contract.

Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

4 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.

		Checl	« One:				
w	vere alternative services or commodities evaluated?	Yes	No				
			X				
a.	a. <u>If yes</u> , what were they and why were they unacceptable? Please be specific about features, characteristics, requirements, capabilities and compatibility.						
5 b.	If not, why were alternatives not evaluated?						
	his is proprietary software specific to DPBH.						

Purchasing Use Only:

Approval #: 🍡 🍦

07020

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</u> <u>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</u> <u>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>:

6	Te	rm			Provide Type of	<i>CETS</i> #
Ū	Start Date	End Date	Value	Short Description	Procurement RFP#, RFQ#, Waiver #	
	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	14 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		
	<i>03/01/2018</i>	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		

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?

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.

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?

8 The Network of Care website is proprietary to Trilogy and was developed specifically for DPBH.

Purchasing Use Only: Approval #: 22070

	Will this purchase obligate the State to this vendor for future purchases? Check One:			
9	NOTE: Before selecting your answer, please review information included on Page 2, Section 9 of the instructions.		-	
	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-j website current.	facing		

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Page 5

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 6/23/22 Ronda Miller Print Name of Agency Representative Initiating Request Date Kelli P. Quintero Signature of Agency Head Authorizing Request 6/22/22 Kelli Quintero Date

Print Name of Agency Head Authorizing Request

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

Ronda Miller

Print Name of Representative Providing Review

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.

Revised: June 2022

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

Date

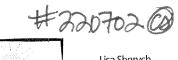
Steve Sisolak Governor

Director

Richard Whitley, MS

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 sitevisitor 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 <u>www.MyNetworkofCare.org</u> 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

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
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, ٠ 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 sitevisitor 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 <u>www.MyNetworkofCare.org</u> 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

0

Division of Public and Behavioral Health

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26221

						Legal Entity Name:	CARAHSOFT TECHNOLOGY
				AND BE	HAVIORAL	Contractor Name:	CARAHSOFT TECHNOLOGY
	Agency Code:	406				Address:	CORPORATION
	Appropriation Unit:	3220-3	33				11493 SUNSET HILLS RD STE 100
	Is budget authority available?:		Yes			City/State/Zip	RESTON, VA 20190-5230
	If "No" please explai	in: No	t Applicable	e		Contact/Phone: Vendor No.: NV Business ID:	Jeremy Alino 703/871-8500 PUR0004357 NV20151127305
	To what State Fiscal	l Year	(s) will the (contract b	be charged?	2023	
		of fund	s that will b	e used to	pay the contrac	ctor? Indicate the per	rcentage of each funding source if
	General Fun	nds	0.00 %	-	Fees	0.00 %	
	Federal Fund	ds	0.00 %		Bonds	0.00 %	
	Highway Fur	nds	0.00 %	Х	Other funding	100.00 % CDC H	lealth Equity Grant
	Agency Reference #	#:	C 17975				
2.	Contract start date:						
	a. Effective upon Bo Examiner's appro		f No	or b.	other effective of	date 10/07/2022	2
	Anticipated BO		eting date	11/2	2022		
	Retroactive?		No				
	If "Yes", please expl	lain					
	Not Applicable						
3.	Termination Date:		05/31/2023	3			
	Contract term:		236 days				
4.	Type of contract:		Contract				
	Contract description	n:	MSA Worl	< Plan			
5.	Purpose of contract:	:					
		ice Ag	reement/V mage all o	ork Plai f the Dep	n under Statewi bartment's exist	de contract #99SW ting social medial p	C-NV18-421 which provides a platform profiles.
6.	NEW CONTRACT						
	The maximum amou	unt of t	he contract	t for the t	erm of the contra	act is: \$49,762.63	
	Other basis for payn	ment: A	As invoiced	by the C	ontractor and ap	proved by the State	
J	USTIFICATION						
7.	What conditions req	uire th	at this worl	k be done	?		
	Social media is an e prevention efforts.	effectiv	e way to re	ach a lar	ge portion of the	population to comm	unicated public health education and
8.	Explain why State er	mploye	ees in your	agency of	or other State ag	encies are not able t	to do this work:
	Hootsuite is a cloud- the capacity or techr	-basec nology	l site that s to do this,	treamline Hootsuite	s postings acros will provide this	s social media sites. ability.	. State employees currently do not have
9.	Were quotes or prop	posals	solicited?			No	
	Was the solicitation Division?			e Purcha	ising	No	
	a. List the names of	vendo	ors that wer	e solicite	d to submit prope	osals (include at leas	st three):
	Not Applicable						

II.

b. Soliciation Waiver: Not Applicable

d. Last bid date:	Anticipated re-	bid date:
0. a. Does the contract contain a	•	Yes
b. Is the contract part of an IT \$50,000?	• •	No

III. OTHER INFORMATION

- 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor?
 - If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor

Not Applicable

No

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

No

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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26123

				Legal Entity Name:	ALSCO, INC. DBA American Linen
	Agency Name:	DHHS - PUBLIC A	AND BEHAVIORAL	Contractor Name:	ALSCO, INC. DBA American Linen
	Agency Code:	406		Address:	505 East 200 South
	Appropriation Unit:	3645-04			
	Is budget authority available?:	Yes		City/State/Zip	Salt Lake City, UT 84102
	If "No" please expla	ain: Not Applicable	9	Contact/Phone:	John Scott 775-690-0756
				Vendor No.:	T60153013C
				NV Business ID:	NV19591000546
	To what State Fisca	al Year(s) will the c	contract be charged?	2023-2024	
	What is the source the contractor will b			ctor? Indicate the per	centage of each funding source if
	X General Fur	nds 100.00 %	Fees	0.00 %	
	Federal Fur	nds 0.00 %	Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Other funding	0.00 %	
	Agency Reference	#: 17993			
2.	Contract start date:				
	a. Effective upon B Examiner's appr	Board of No	or b. other effective of	date 10/07/2022	
		DE meeting date	11/2022		
	Retroactive?	No			
	If "Yes", please exp				
	Not Applicable	Jan			
	Termination Date:	06/30/2024	I		
2			•		
3.			1 267 dave		
	Contract term:	1 year and	l 267 days		
	Contract term: Type of contract:	1 year and Contract	-		
	Contract term:	1 year and Contract	-		
4.	Contract term: Type of contract:	1 year and Contract n: Laundry S	-		
4.	Contract term: Type of contract: Contract description Purpose of contract	1 year and Contract n: Laundry S	-	S.	
4. 5.	Contract term: Type of contract: Contract description Purpose of contract	1 year and Contract n: Laundry S	ervices	S.	
4. 5.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT	1 year and Contract n: Laundry S t: tract to provide of	ervices		
4. 5.	Contract term: Type of contract: Contract description <u>Purpose of contract</u> This is a new cont NEW CONTRACT The maximum amo	1 year and Contract n: Laundry S t: tract to provide of	ervices ngoing laundry services	act is: \$19,656.00	
4. 5. 6.	Contract term: Type of contract: Contract description <u>Purpose of contract</u> This is a new cont NEW CONTRACT The maximum amo	1 year and Contract n: Laundry S t: tract to provide of	ngoing laundry service for the term of the contra	act is: \$19,656.00	
4. 5. 6.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for paye	1 year and Contract n: Laundry S t: tract to provide on ount of the contract ment: ATTACHME	ervices ngoing laundry services for the term of the contra NT A SCOPE OF WORK	act is: \$19,656.00	
4. 5. 6.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pays JSTIFICATION What conditions rec	1 year and Contract Laundry S t: tract to provide of ount of the contract ment: ATTACHME	ervices ngoing laundry services for the term of the contra NT A SCOPE OF WORK to be done?	act is: \$19,656.00 <	Inkets, towels etc. that requires handling
4. 5. 6. JI 7.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for paye JSTIFICATION What conditions rec Clients currently livi with appropriate me	1 year and Contract Laundry S t: tract to provide on ount of the contract ment: ATTACHME quire that this work ing on campus req easures for infection	Fervices Ingoing laundry services For the term of the contra ENT A SCOPE OF WORK To be done? Juire clean laundered she on control.	act is: \$19,656.00 < ets, pillow cases, bla	
4. 5. 6. 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pays JSTIFICATION What conditions rec Clients currently livi with appropriate me Explain why State e State Employees an	1 year and Contract Laundry S t: tract to provide on ount of the contract ment: ATTACHME quire that this work ing on campus req easures for infection employees in your re equipped or hav	ervices ngoing laundry services for the term of the contra ENT A SCOPE OF WORK to be done? uire clean laundered she on control. agency or other State ag ye the knowledge to perfo	act is: \$19,656.00 (ets, pillow cases, bla encies are not able t	_
4. 5. 6. 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for paye JSTIFICATION What conditions rec Clients currently livi with appropriate me Explain why State e State Employees an in handling large an	1 year and Contract Laundry S t: t: t: t: t: t: t: t: t: t:	ervices ngoing laundry services for the term of the contra NT A SCOPE OF WORK to be done? uire clean laundered she on control. agency or other State ag	act is: \$19,656.00 (ets, pillow cases, bla <u>encies are not able t</u> orm necessary tasks	_
4. 5. 6. 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pays JSTIFICATION What conditions red Clients currently livi with appropriate me Explain why State e State Employees and in handling large and Were quotes or pro Was the solicitation	1 year and Contract Laundry S t: tract to provide on ount of the contract ment: ATTACHME quire that this work ing on campus req easures for infection employees in your re equipped or hav nounts of laundry a posals solicited?	ervices ngoing laundry services for the term of the contra ENT A SCOPE OF WORK to be done? Juire clean laundered she on control. agency or other State ag ye the knowledge to perfor and biohazard issues.	act is: \$19,656.00 (ets, pillow cases, bla encies are not able t	
4. 5. 6. 7. 8.	Contract term: Type of contract: Contract description Purpose of contract This is a new cont NEW CONTRACT The maximum amo Other basis for pay JSTIFICATION What conditions rec Clients currently livi with appropriate me Explain why State e State Employees and in handling large an Were quotes or pro Was the solicitation Division?	1 year and Contract Laundry S t: t: tract to provide on unt of the contract ment: ATTACHME quire that this work ing on campus req easures for infection employees in your re equipped or hav nounts of laundry a posals solicited? a (RFP) done by the	ervices ngoing laundry services for the term of the contra ENT A SCOPE OF WORK to be done? Juire clean laundered she on control. agency or other State ag ye the knowledge to perfor and biohazard issues.	act is: \$19,656.00 (ets, pillow cases, bla encies are not able t orm necessary tasks Yes No	o do this work:

II.

ALSCO DBA AMERICAN LINEN	
CINTAS	
ARAMARK	

	ARAMARK				
	b. Soliciation V	Vaiver: Not Applicab	le		
		••	n preference to other?		
	In accordance			hest sc	coring proposer as determined by an independently
	d. Last bid date	e: 04/21/2022	Anticipated re-bid	date:	02/03/2024
10.	a. Does the co	ntract contain any IT	components?	No	
		act part of an IT invest		No	
	\$50,000?	•			
III. C		RMATION			
11.	Is there an Ind	irect Cost Rate or Per	centage Paid to the Contra	actor?	
	No If	"Yes", please provide	e the Indirect Cost Rate or	Percer	ntage Paid to the Contractor
	Not Applicable	•			
12.	a. Is the contra employee of th No	actor a current employ ne State of Nevada?	ree of the State of Nevada	or will	the contracted services be performed by a current
	b. Was the cor performed by s No	ntractor formerly empl someone formerly em	oyed by the State of Neva ployed by the State of Nev	da with ⁄ada wi	in the last 24 months or will the contracted services be ithin the last 24 months?
	c is the contra	actor employed by any	of Nevada's political subc	livision	s or by any other government?
		"Yes", please explair	•		
	Not Applicable		1		
10			ad under centrest by any (Stata a	aonau?
13.	Yes If				e if the quality of service provided to the identified
	Vendor with th	e State of Nevada sin	ce 1999, satisfactory servi	ices.	
14.	Is the contract	or currently involved in	n litigation with the State of	f Neva	da?
	No If	"Yes", please provide	e details of the litigation an	d facts	supporting approval of the contract:
	Not Applicable	•			
15.	The contractor Foreign Corpo	0	Nevada Secretary of State	e's Offi	ice as a:
16.	a. Is the Contra Yes	actor Name the same	as the legal Entity Name?	•	
17.	a. Does the co Yes	ntractor have a currer	nt Nevada State Business	Licens	e (SBL)?
18.	a. Is the legal of Yes	entity active and in go	od standing with the Neva	da Sec	cretary of State's Office?
19.	• •	Contract Monitor: NAJERA-AGUIRRE, n	ull Ph: null		
20.	Contract Statu	S:			
	Contract Appro				
	Approval L		User	Signa	ature Date
		count Approval	rmille8	-	6/2022 16:46:23 PM
	Division A		rmille8		6/2022 16:46:25 PM
		nt Approval	lsherych		8/2022 12:56:48 PM

Contract Manager Approval

Budget Analyst Approval

rmille8

kanders2

06/07/2022 10:43:50 AM

10/07/2022 13:12:55 PM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26761

					Legal Entity Name:	Chau Pham, PLLC
	Agency Name:	DHHS HEAL		ND BEHAVIORAL	Contractor Name:	Chau Pham, PLLC
	Agency Code:	406			Address:	1211 Red Jade Court
	Appropriation Unit:	3648-	08			
	Is budget authority available?:		Yes		City/State/Zip	Henderson, NV 89014
	If "No" please expla	ain: No	ot Applicable		Contact/Phone: Vendor No.: NV Business ID:	Chau Pham M.D. 510-501-5039 T32012788 NV20222504836
	To what State Fisca	al Year	r(s) will the co	ontract be charged?	2023	
	What is the source the contractor will b	of fund be paid	ds that will be by multiple f	e used to pay the contrac unding sources.	ctor? Indicate the per	rcentage of each funding source if
	X General Fu	•	100.00 %	Fees	0.00 %	
	Federal Fur	nds	0.00 %	Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Other funding	0.00 %	
	Agency Reference		C 18094			
2	Contract start date:					
	a. Effective upon E Examiner's appr Anticipated B0	Board o roval?		or b. other effective of 10/2022	date 09/23/2022	2
	·		0	10/2022		
	Retroactive?		No			
	If "Yes", please exp	olain				
	Not Applicable					
3.	Termination Date: Contract term:		11/30/2022 68 days			
4.	Type of contract: Contract description	n:	Contract Child Psycl	hiatrist		
5	Purpose of contract	t.				
0.			o provide ch	ild and adolescent psy	chiatry services.	
6	NEW CONTRACT				,	
0.		unt of	the contract f	for the term of the contra	act ic: \$20 750 00	
	Payment for Service		be made at ti	he rate of \$175.00 per H	1001	
	JSTIFICATION					
7.	What conditions rec	•				
				is across the country an of having access to chil		age of child psychiatrists. Nevada ranks
8.	Explain why State e	employ	vees in your a	agency or other State ag	encies are not able t	to do this work:
	This vendor is willin	ng to w	ork as an ind	ependent contractor for	the state of Nevada.	She also went through a rigorous multi
						nimously agreed to bring her on board.
9.	Were quotes or pro	posals	solicited?		No	
	Was the solicitation Division?	n (RFP)) done by the	Purchasing	No	
	a. List the names o	f vendo	ors that were	solicited to submit prop	osals (include at leas	st three):
	Not Applicable					
	b. Soliciation Waive	er: Not	Applicable			

II.

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

d. Last bid date:	Anticipated re-b	oid date:
10. a. Does the contract contain any IT com	nponents?	No
b. Is the contract part of an IT investme	nt project over	No

III. OTHER INFORMATION

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

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

Not Applicable

\$50,000?

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

No

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

No

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

No	If "Yes",	please	explain

Not Applicable

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

If "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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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:

1:46 PM
1:53 PM
2:14 PM
5:20 AM
0:14 AM

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

I. DESCRIPTION OF CONTRACT

DESCRIPTION OF CC	DNTRACT			
1. Contract Number: 24	4114		Amendment Number:	2
			Legal Entity Name:	Kansas State University Research Foundation
	HHS - WELFARE A		Contractor Name:	Kansas State University Research Foundation
Agency Code: 40	07		Address:	2005 Research Park Circle
Appropriation Unit: 32	228-42			
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 cont	tract be charged?	2021-2024	
What is the source of the contractor will be	funds that will be u paid by multiple fun	sed to pay the contraction of the sources.	ctor? Indicate the pe	rcentage of each funding source if
General Fund	s 0.00 %	Fees	0.00 %	
X Federal Funds	s 100.00 %	Bonds	0.00 %	
Highway Fund	ls 0.00 %	Other funding	0.00 %	
Agency Reference #:	407			
2. Contract start date:				
a. Effective upon Boa Examiner's approv		or b. other effective	date 05/01/2021	
Anticipated BOE	meeting date	10/2022		
Retroactive?	No			
If "Yes", please explai	in			
Not Applicable				
3. Previously Approved Termination Date:	09/30/2022			
Contract term:	2 years and 1	52 days		
4. Type of contract:	Contract			
Contract description:	SNAP Ed PE	ARS 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 sta	aff does not possess the expertise	required to create it's own	electronic reporting system to	measure and evaluate
SNAP-E	d 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 prop	oosals (include at least three):
	Not Applicable	

b. Soliciation Waiver: Sole Source Cont	tract (As Approved by Chief of Purchasing)
Approval #: 200909	
Approval Date: 09/29/2020	

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

b. Is the contract part of an IT investment project over

	d. Last bid date:	Anticipated re-bid da	ite:
10.	a. Does the contract contain any IT compo	nents?	Yes

III. OTHER INFORMATION

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

No	If "Yes", please	provide the Indirect Cos	t Rate or Percentage	Paid to the Contractor
----	------------------	--------------------------	----------------------	------------------------

Not Applicable

\$50,000?

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

No

b. Was the contractor formerly employed by the State of Nevada within the 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

No

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

No	If "Yes", please explain	
Not Applica	able	

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				
Budget Account Approval				
Division Approval				
Department Approval				
Contract Manager Approval				
EITS Approval				
Budget Analyst Approval				

User cbuscay cbuscay rthomps1 mpomerle ljean rrussum

Signature Date 09/08/2022 12:54:34 PM 09/08/2022 12:54:40 PM 09/08/2022 15:05:25 PM 09/09/2022 10:36:31 AM 09/09/2022 11:39:00 AM 09/27/2022 15:57:03 PM



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

MEMORANDUM

- TO:Robert Thompson, Administrator, DWSS, DHHSCrystal Buscay, Chief Financial Officer, DWSS, DHHSBart London, Chief IT Manager, DWSS, DHHSTonya 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: Å Approval#:

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to ONLY the contact(s) listed below:					
	STATE AGENCY NAME REQUIRED:	Division	n of Welfare and Supportive Services (DWSS)			
	Contact Name and Title		Phone Number	Email Address		
	Nikki Haag, SNAP Ed Program Administrator		775-684-0583	nhaag@dwss.nv.gov		
	DWSS Contracts Team		775-684-0678	dwsscontracts@dwss.nv.gov		

	Vendor Information:			
1b	Vendor Name:	Kansas State University Research Foundation		
	Contact Name:	Tresa Landis		
	Complete Address:	2005 Research Park Circle, Manhattan, KS, 66502		
	City, State, and Zip Code			
	Telephone Number:	785-532-5720		
	Email Address:	Tech.transfer@ksu.edu		

	Type of Waiver Requested – Check the appropriate type:		
1c	Sole or Single Source:	X	
	Professional Service Exemption:		

1d	Contract Information:					
	Is this a new Contract? Check One:	Yes:	No:	X		
	If 'No' Enter Amendment Number:	#2				
	Enter CETS Number:	#24114				

1e	Term:				
	One (1) Time Purchase? Check One:	Yes:		No:	
	Contract:	Start Date:	Upon Approval	End Date:	9/30/2023

1f	Funding:	
	State Appropriated:	
	Federal Funds:	100%
	Grant Funds:	
	Other (Explain):	

Purchasing Use O	nly:
Approval #:	220811 @

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.

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

2 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 (Pll)), 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.

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.

Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

4 There currently is not another system open for purchasing that captures the federally mandated data as it 4 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 O	nly:	6
Approval #:	22011!	W

		Chec	k One:
	Were alternative services or commodities evaluated?	Yes	No
5	 a. <u>If yes</u>, what were they and why were they unacceptable? Please be specharacteristics, requirements, capabilities and compatibility. Currently, the only system available on the market to meet the federal mandate for utilize an electronic system to capture SNAP-Ed activities, is the PEARS system adoes not have an electronic system to capture progress or evaluate program integraphility to create and maintain its own system. There are 31 states that use PE. utilize PEARS either maintain their own in-house system or haven't converted to the the federal that we have the to the system of the the test in a system that we have a system. 	or the SNAP-Ed provided by KSU grity and does nd ARS and the sta o an electronic v	l program to URF. Nevada ot have the ites who don't version.
	The most cost-effective decision for Nevada would be to invest in a system that w capture data in SNAP-Ed environments.	us uesigneu spe	

. <u>If not</u>, why were alternatives not evaluated?

Has the agency purchased these services/services with goods in the past? Check one:
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>
<u>MUST ACCOMPANY THIS REQUEST.</u>YesNo

a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship with</u> <u>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>:

T	Term			Provide Type of		
Start Date	End Date	Value	Short Description	Procurement RFP#, RFQ#, Waiver #	CETS #	
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	

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?

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

7 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.

Purchasing Use Only: Approval #: 22081.

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?

8 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.

	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No	
9	<u>NOTE: Before selecting your answer, please review information included on Page 2,</u> <u>Section 9 of the instructions.</u>			
-	a. If yes, please provide details regarding future obligations or needs. The PEARS system is proprietary and will be maintained by KSURF annually in order for data to year to year. Ongoing system training would need to be available for new implementing agency stapproper system utilization and documentation. The intent would be to utilize the train-the-trainer trait to best utilize training resources. KSURF has a user manual document that will be maintained and			

Solicitation Waiver

new system functionality is implemented

Page 5

38

8/30

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.

14455

Signature of Agency Representative Initiating Request

Nikki Haag Print Name of Agency Representative Initiating Request

Signature of Agency Head Authorizing Request

Robert H. Thompson Print Name of Agency Head Authorizing Request

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

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:

Kein 0- Opt

Administrator, Purchasing Division or Designee

Revised: June 2022

Date

08/29/2022

Date

8/29/2022

Date

#220811

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

MEMORANDUM

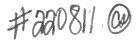
- TO: Robert Thompson, Administrator, DWSS, DHHS
 Crystal Buscay, Chief Financial Officer, DWSS, DHHS
 Bart London, Chief IT Manager, DWSS, DHHS
 Tonya Wolf, SNAP-Ed Nutrition Specialist-Program Eval., DWSS, DHHS
- CC: Tim Galluzi, State Chief Information Officer/Administrator, EITS, DOA Robert Dehnhardt, 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.

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26805

1.	Contract Number:	20805			
				Legal Entity Name:	Specialized Delivery Services
	Agency Name:	DHHS - WELFAR SUPPORTIVE SE		Contractor Name:	Specialized Delivery Services
	Agency Code:	407		Address:	3200 N. Hayden Rd #100
	Appropriation Unit:				
	Is budget authority available?:	Yes		City/State/Zip	Scottsdale , AZ 85251
	If "No" please expla	in: Not Applicable		Contact/Phone:	Kelly Mack 702/780-1220
				Vendor No.:	T29045988
				NV Business ID:	NV20161175678
	To what State Fisca	al Year(s) will the c	ontract be charged?	2023-2027	
		of funds that will be	e used to pay the contrac		rcentage of each funding source if
	X General Fu		Fees	0.00 %	
	X Federal Fur	nds 66.00 %	Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Other funding	0.00 %	
0	0,			, , ,	
Ζ.	Contract start date:		an hathanaffastive s	lata 40/04/0000	
	a. Effective upon E Examiner's appr	oval?	or b. other effective of	date 10/01/2022	
	Anticipated BC	DE meeting date	09/2022		
	Retroactive?	No			
	If "Yes", please exp	lain			
	Not Applicable				
3.	Termination Date:	09/30/2026			
	Contract term:	4 years			
л	Type of contract:	Contract			
4.	Contract description		urier		
5.	Purpose of contract	::			
	This is a new cont Las Vegas, Nevad	ract to provide material react to provide material reaction and the material reaction of the material reaction and the material reaction of the ma	ail courier services for that the daily pick up w	our State Collectio /ill involve approxi	n and Disbursement Unit (SCaDU) in mately 100-2000 envelopes.
6.	NEW CONTRACT				
	The maximum amo	unt of the contract	for the term of the contra	act is: \$34,885.08	
	Payment for service	es will be made at t	he rate of \$34.92 per Da	y of Service	
J	USTIFICATION				
7.	What conditions rec	quire that this work	be done?		
	SCaDU child support posting and deposit		r payment instruments n	eed to be delivered	timely to the SCaDU office for appropriate
8.	Explain why State e	employees in your a	agency or other State ag	encies are not able t	to do this work:
	The state does not	provide courier ser	vice.		
9.	Were quotes or pro	posals solicited?		Yes	
	Was the solicitation Division?	(RFP) done by the	Purchasing	No	
	a. List the names of	f vendors that were	solicited to submit prope	osals (include at leas	st three):
	B2B Delivers Majestic Courier Tforce Logistics				

II.

b. Soliciation 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

0. 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

1

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

No

No

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

If "Yes", please provide details of the litigation 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:

User	Signature Date
cbuscay	09/13/2022 09:55:29 AM
cbuscay	09/13/2022 09:55:33 AM
rthomps1	09/13/2022 12:13:08 PM
ajin0922	09/19/2022 10:52:03 AM
jpeat	09/21/2022 09:53:50 AM
	cbuscay cbuscay rthomps1 ajin0922

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26610

					Legal Entity Name:	SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY, dba ROSE Foundation
Agency Name:		S - WELFARE PORTIVE SEF		5	Contractor Name:	SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY, dba ROSE Foundation
Agency Code:	407				Address:	340 N. 11 Street
Appropriation L	Init: 4862-	•04				
Is budget autho available?:	ority	Yes			City/State/Zip	LAS VEGAS, NV 89101
If "No" please e	xplain: No	ot Applicable			Contact/Phone:	TRACEY TORRENCE 702.477.3191
					Vendor No.:	T80095680
					NV Business ID:	NV20001519130
To what State I	Fiscal Year	r(s) will the co	ntract b	be charged?	2023-2026	
What is the souther the contractor w					ctor? Indicate the pe	rcentage of each funding source if
Genera	l Funds	0.00 %		Fees	0.00 %	
Federal	Funds	0.00 %		Bonds	0.00 %	
Highwa	y Funds	0.00 %	Х	Other funding	100.00 % Unive	rsal Energy Charge
Agency Refere	nce #:	407				
2. Contract start c	ate:					
a. Effective up Examiner's	on Board o approval?	of No	or b.	other effective	date 09/21/2022	2
Anticipate	d BOE me	eting date	08/2	2022		
Retroactive?		No				
If "Yes", please	explain					
Not Applicable	;					
3. Termination Da	te:	06/30/2026				
Contract term:		3 years and	283 da	avs		
		Contract		· •		
 Type of contract Contract descri 		EAP Intake	Sito			
		EAF Intake	Sile			
5. Purpose of con	tract:					

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

	These various public and non-profit vendors assist with the EAP application process, which significantly decreases
	processing time by state employees.
L	

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. Soliciation 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.

Anticipated re-bid date: d. Last bid date: 02/22/2022 02/01/2026

10. a. Does the contract contain any IT components? No b. Is the contract part of an IT investment project over No \$50,000?

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

	No	If "Yes", please explain				
	Not Applica	ble				
13.	3. 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?

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

- 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

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

I. DESCRIPTION OF CONTRACT

DESCR	IPTION OF	CONTRACT				
1. Contr	act Number:	25144		Amendment Number:	1	
				Legal Entity Name:	ACTION FOR CHILD	PROTECTION
Agen	cy Name:	DHHS - DIVISION OF FAMILY SERVICES	CHILD AND	Contractor Name:	ACTION FOR CHILD	PROTECTION
Agen	cy Code:	409		Address:	8920 Lawyers Road	#691210
Appro	opriation Unit:	3145-13				
ls buo availa	dget authority able?:	Yes		City/State/Zip	CHARLOTTE, NC 282	227
lf "No	o" please expla	ain: Not Applicable		Contact/Phone:	Kay Thomas 704-845	-2121
				Vendor No.:	T29038059	
				NV Business ID:	NV20181184852	
		al Year(s) will the contra	•	2022-2023		
What the co	ontractor will b	of funds that will be use be paid by multiple fund	ed to pay the contracing sources.	ctor? Indicate the pe	rcentage of each fundin	g source if
	General Fu	nds 0.00 %	Fees	0.00 %		
Х	Federal Fu	nds 100.00 %	Bonds	0.00 %		
	Highway Fu	unds 0.00 %	Other funding	0.00 %		
2. Contr	ract start date:	:				
a. Ef Ex	fective upon E kaminer's app	Board of No or roval?	b. other effective of	date 12/13/2021	I	
	Anticipated B	OE meeting date	11/2022			
Retro	active?	No				
lf "Ye	s", please exp	olain				
Not A	Applicable					
3. Previ Term	ously Approve	ed 09/30/2022				
Contr	ract term:	1 year and 198	days			
4. Type	of contract:	Contract				
	ract descriptio	n: SAFE@Home	Assessmnt.			
5 Purpo	ose of contrac	·t·				
		nendment to the origir	nal contract which	provides assessme	ent toward implementi	ing the Safety
Asse incre June	ssment and ases the con	Family Evaluation (SA atract maximum from \$ d amends the scope o	FE) model as inten 28,800 to \$75,300,	ded based on prac extends the termin	tice standards. This a ation date from Septe	mendment mber 30, 2022 to
6. CON		NDMENT				
			Trans	\$ Info Acc	um \$ Action Ac	cum \$ Agenda
1.	The max an contract:	nount of the original	\$28,800.00) \$28,80	00.00 \$28,8	800.00 Yes - Info
2.	Amount of c (#1):	current amendment	\$46,500.00) \$46,50	00.00 \$75,3	800.00 Yes - Info
3.	New maxim amount:	um contract	\$75,300.00	0		
		ermination date of contract has	06/30/2023	3		

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.

L								
8.	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):							
l	b. Soliciation Waiver: Not Applicable							
	c. Why was this contractor chosen in preference to other?							
	The developer of the model is the only qualified vendor to asse	ess 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 No \$50,000?							
III. O	THER INFORMATION							
11.	Is there an Indirect Cost Rate or Percentage Paid to the Contra	actor?						
	No If "Yes", please provide the Indirect Cost Rate or	Percentage Paid to the Contractor						
	Not Applicable							
12.	a. Is the contractor a current employee of the State of Nevada employee of the State of Nevada?	or will the contracted services be performed by a current						
	No							

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

No

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

User

hbugg

Yes

 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 Signature Date 09/23/2022 12:44:16 PM Division Approval Department Approval Contract Manager Approval Budget Analyst Approval knielsen cpitlock kathr55 rrussum 09/23/2022 12:45:58 PM 09/26/2022 08:03:54 AM 09/26/2022 09:10:57 AM 09/30/2022 08:01:40 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26601

				Legal Entity Name:	FOSTER KINSHIP
		IS - DIVISION OF CHIL	D AND	Contractor Name:	FOSTER KINSHIP
	Agency Code: 409			Address:	3925 W CHEYENNE AVE SUITE 401
	Appropriation Unit: 3145	5-31			
	Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89032-2484
	If "No" please explain: N	Not Applicable		Contact/Phone:	Ali Caliendo 702/546-9988
				Vendor No.:	T27042172
				NV Business ID:	NV20111783405
	To what State Fiscal Yea	ar(s) will the contract be	e charged?	2023-2026	
	What is the source of fur the contractor will be pair	nds that will be used to id by multiple funding so	pay the contrac ources.	tor? Indicate the per	centage of each funding source if
	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 Examiner's approval?		other effective d	late 09/29/2022	
	Anticipated BOE m	eeting date 09/20)22		
	Retroactive?	No			
	If "Yes", please explain				
	Not Applicable				
3.	Termination Date:	06/30/2026			
	Contract term:	3 years and 275 day	/S		
4.	Type of contract:	Contract			
	Contract description:	Parent Training			
5.	Purpose of contract:				
	This is a new contract requirements for foster	to provide training to r care licensure.	relatives and f	ictive kin for the in	itial licensing process per NAC 424,
6.	NEW CONTRACT				
	The maximum amount o	of the contract for the ter	rm of the contra	ct is: \$35,400.00	
	Payment for services wil	II be made at the rate of	f \$735.00 per tra	aining (10 trainings p	per year x 4 = \$29,400)
	Other basis for payment	:: \$1,500 per year for 1:	1 Support Helpli	ine x 4 years = \$6,0	00
J	USTIFICATION				
7.	What conditions require	that this work be done?)		
	This training is required	for relative and fictive k	in placements p	er NAC 424.	
8.	Explain why State emplo	oyees in your agency or	other State age	encies are not able t	o do this work:
	State employees do not	have the expertise.			
9.	Were quotes or proposa	Is solicited?		No	
	Was the solicitation (RFI Division?	P) done by the Purchas	ing	No	
	a. List the names of vend	dors that were solicited	to submit propo	osals (include at leas	st three):
	Not Applicable				
	b. Soliciation Waiver: No	ot Applicable			

II.

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?Nob. Is the contract part of an IT investment project overNo

III. OTHER INFORMATION

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

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

Not Applicable

\$50,000?

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

No

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

No

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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26579

					Legal Entity Name:	ADOPTION ADVOCATES, INC.
	Agency Name:		- DIVISION Y SERVICE	OF CHILD AND S	Contractor Name:	ADOPTION ADVOCATES, INC.
	Agency Code:	409			Address:	1801 W. KOENIG LANE
	Appropriation Unit:	3229-1	3			
	Is budget authority available?:	,	Yes		City/State/Zip	AUSTIN, TX 78756
	If "No" please expla	ain: Not	Applicable		Contact/Phone:	Rory Hall 512/477-1122
					Vendor No.:	T27041846
					NV Business ID:	out of state vendor
	To what State Fisc	al Year(s	s) will the co	ntract be charged	? 2023-2026	
	What is the source the contractor will b				ontractor? Indicate the pe	rcentage of each funding source if
	X General Fu		79.00 %	Fees	0.00 %	
	X Federal Fu		21.00 %	Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Other fun	ding 0.00 %	
2.	Contract start date:	:				
	a. Effective upon E Examiner's app		No	or b. other effect	ctive date 09/23/2022	2
	Anticipated B	OE meet	ting date	09/2022		
	Retroactive?		No			
	If "Yes", please exp	plain				
	Not Applicable					
3.	Termination Date:	(06/30/2026			
3.	Termination Date: Contract term:		06/30/2026 3 years and	281 days		
		:		281 days		
	Contract term:	:	3 years and	-		
4.	Contract term: Type of contract:	on:	3 years and Contract	-		
4.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new contract	on: (ot: tract to	3 years and Contract Out of State	e Visits	andated monthly visits	for a child (or children) placed outside
4. 5.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res	on: ct: tract to sidential	3 years and Contract Out of State	e Visits	andated monthly visits	for a child (or children) placed outside
4. 5.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT	on: (ct: tract to sidential	3 years and Contract Out of State provide one facility.	e Visits going federally m		for a child (or children) placed outside
4. 5.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT The maximum amo	on: (ct: sidential	3 years and Contract Out of State provide one facility.	e Visits going federally m or the term of the o	contract is: \$48,000.00	for a child (or children) placed outside
4. 5.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT The maximum amo Payment for service	on: <u>ot:</u> tract to sidential	3 years and Contract Out of State provide ong facility.	e Visits going federally m or the term of the one rate of \$500.00	contract is: \$48,000.00 per child per visit	for a child (or children) placed outside
4. 5. 6.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT The maximum amo Payment for service	on: <u>ot:</u> tract to sidential	3 years and Contract Out of State provide ong facility.	e Visits going federally m or the term of the one rate of \$500.00	contract is: \$48,000.00	for a child (or children) placed outside
4. 5. 6.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT The maximum amo Payment for servic Other basis for pay	on: (<u>ot:</u> tract to sidential count of th ces will bo yment: 2	3 years and Contract Out of State provide ong facility. The contract for e made at the children per	e Visits going federally m or the term of the one rate of \$500.00 month x 48 month	contract is: \$48,000.00 per child per visit	for a child (or children) placed outside
4. 5. 6.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT The maximum amo Payment for service Other basis for pay USTIFICATION What conditions res Per federal mandat	on: (tract to sidential ount of th ces will be yment: 2 equire that te, a con	3 years and Contract Out of State provide one facility. The contract for e made at the children per at this work but	e Visits going federally m or the term of the one rate of \$500.00 month x 48 month be done?	contract is: \$48,000.00 per child per visit hs x \$500 = \$48,000	for a child (or children) placed outside
4. 5. 6. J I 7.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT The maximum amo Payment for service Other basis for pay USTIFICATION What conditions rea Per federal mandat facilities every cale	on: (tract to sidential ount of th ces will be yment: 2 equire that te, a contendar mo	3 years and Contract Out of State provide one facility. The contract for e made at the children per at this work to stract worker onth.	e Visits going federally m or the term of the one rate of \$500.00 month x 48 month be done?	contract is: \$48,000.00 per child per visit ns x \$500 = \$48,000	ren placed in out-of-state residential
4. 5. 6. J I 7.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT The maximum amo Payment for service Other basis for pay USTIFICATION What conditions re Per federal mandat facilities every cale	on: (tract to sidential ount of the ces will be yment: 2 equire that te, a con endar mo employe	3 years and Contract Out of State provide one facility. The contract for e made at the children per at this work b thract worker onth.	e Visits going federally m or the term of the one rate of \$500.00 month x 48 month be done? must have face to gency or other Sta	contract is: \$48,000.00 per child per visit hs x \$500 = \$48,000 o face visitation with childr	ren placed in out-of-state residential
4. 5. 6. J I 7. 8.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new como of Nevada in a res NEW CONTRACT The maximum amo Payment for service Other basis for pay USTIFICATION What conditions rea Per federal mandat facilities every cale Explain why State of The state does not	on: tract to sidential ount of the ces will be yment: 2 equire that te, a con endar mo employe thave po	3 years and Contract Out of State provide one facility. The contract for e made at the children per at this work to the this work to the contract for e made at the children per	e Visits going federally m or the term of the one rate of \$500.00 month x 48 month be done? must have face to gency or other Sta	contract is: \$48,000.00 per child per visit hs x \$500 = \$48,000 o face visitation with childr ate agencies are not able to cific duties for children pla	ren placed in out-of-state residential
4. 5. 6. J I 7. 8.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new com of Nevada in a res NEW CONTRACT The maximum and Payment for service Other basis for pay USTIFICATION What conditions re Per federal mandat facilities every cale Explain why State of The state does not	on: tract to sidential ount of the ces will be yment: 2 equire that te, a contendar model employeet have potendar secondar second	3 years and Contract Out of State provide one facility. The contract for e made at the children per at this work to the this work to the contract for e made at the children per at this work to the contract for e made at the children per at this work to the contract for e made at the children per	e Visits going federally m or the term of the one rate of \$500.00 month x 48 month be done? must have face to gency or other Sta perform these spe	contract is: \$48,000.00 per child per visit hs x \$500 = \$48,000 o face visitation with childr the agencies are not able to cific duties for children plat Yes	ren placed in out-of-state residential
4. 5. 6. J I 7. 8.	Contract term: Type of contract: Contract descriptio Purpose of contract This is a new como of Nevada in a res NEW CONTRACT The maximum amo Payment for service Other basis for pay USTIFICATION What conditions rea Per federal mandat facilities every cale Explain why State of The state does not	on: tract to sidential ount of the ces will be yment: 2 equire that te, a contendar model employeet have potendar secondar second	3 years and Contract Out of State provide one facility. The contract for e made at the children per at this work to the this work to the contract for e made at the children per at this work to the contract for e made at the children per at this work to the contract for e made at the children per	e Visits going federally m or the term of the one rate of \$500.00 month x 48 month be done? must have face to gency or other Sta perform these spe	contract is: \$48,000.00 per child per visit hs x \$500 = \$48,000 o face visitation with childr ate agencies are not able to cific duties for children pla	ren placed in out-of-state residential

II.

Adoption Angels								
b. Soliciation Waiver: Not Applicable								
c. Why was this cor	c. Why was this contractor chosen in preference to other?							
This was the lowest	This was the lowest cost responsible vendor to reply.							
d. Last bid date:	03/16/2022	Anticipated re-	bid date:					
10. a. Does the contrac	t contain any IT com	ponents?	No					
b. Is the contract pa \$50,000?	art of an IT investme	nt project over	No					

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No	If "Yes", please explain	
Not Appli	cable	

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 09/23/2022 15:25:38 PM Budget Analyst Approval ipeat

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26375

						Legal Entity Name:	Renown Medical School Associates North, Inc.
	Agency Name:	-		SION OF C RVICES	HILD AND	Contractor Name:	Renown Medical School Associates North, Inc.
	Agency Code:	409				Address:	1155 Mill Street #N14
	Appropriation Unit:	3281-	14				
	Is budget authority available?:		Y	(es		City/State/Zip	Reno, NV 89502
	If "No" please expla	ain: No	ot Applie	cable		Contact/Phone:	Steve Shell 775-982-5148
						Vendor No.:	T80991321
						NV Business ID:	NV19971230247
	To what State Fisca	al Year	(s) will	the contrac	t be charged?	2023-2025	
	What is the source the contractor will b	of fund be paid	ds that v by mul	will be used tiple fundin	l to pay the contrac g sources.	ctor? Indicate the per	rcentage of each funding source if
	General Fu	nds	0.00	%	Fees	0.00 %	
	X Federal Fur	nds	100.00	%	Bonds	0.00 %	
	Highway Fu	unds	0.00	%	Other funding	0.00 %	
2	Contract start date:				Ũ		
	a. Effective upon E Examiner's appr	Board o	of	No or	b. other effective of	date 10/01/2022	
	Anticipated BC		eting da	ate 11	1/2022		
	Retroactive?		I	No			
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date:		09/30/	2024			
-	Contract term:		2 year				
1	Type of contract:		Contra				
4.	Contract description	n.		act vs Supervi	sion		
_			I CHOW		51011		
5.	Purpose of contract				n novehistris felle		uisse te Nerthern Nevede Child and
	Adolescent Servic	cract to ces.	o provid	ae ongoing	g psychiatric felio	ws supervision ser	vices to Northern Nevada Child and
6.	NEW CONTRACT						
	The maximum amo	ount of t	the con	tract for the	e term of the contra	act is: \$86,944.00	
	Payment for service	es will l	be mad	e at the rat	e of \$209.00 per H	lour (208 hours per y	vear)
J	USTIFICATION						
7.	What conditions red	quire th	nat this	work be do	ne?		
	The University of N support of psychiat	levada ric, mo	Reno S bile cris	School of M sis, and out	edicine provides e patient services pr	ssential psychiatric a ovided by Northern N	assessment and support services in Nevada Child and Adolescent Services.
8.						encies are not able t	
	The Division has in addition, the service fellows.	sufficie es prov	ent staff /ided se	to provide erve as prac	the services provid ctical learning expe	led by the University prience for University	of Nevada Reno School of Medicine. In of Nevada Reno School of Medicine
9.	Were quotes or pro	posals	solicite	ed?		No	
	Was the solicitation Division?	n (RFP)) done k	by the Purc	hasing	No	
	a. List the names o	<u>f ve</u> ndo	<u>ors t</u> hat	were solici	ted to submit prop	osals (include at leas	st three):
	Not Applicable						

II.

b. Soliciation 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 wit	th the University of Nevada, Reno to manage their clinical services.	
	d. Last bid date:	Anticipated re-bid date:	
0.	a. Does the contract contain any IT compon	nents? No	

10. a. Does the contract contain any IT components?Nob. 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 litigat	on 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

	Agency Contact Information - Note: Approved copy will be sent to ONLY the contact(s) listed below:						
	STATE AGENCY NAME REQUIRED:Division of Child and Family Services (DCFS)- Northern Nevada Child and Adolescent Services						
1 a	Contact Name and Title		Phone Number	Email Address			
	Sharon Knigge		774-684-7952	Sharon.knigge@dcfs.nv.gov			
	Imran Hyman	775-688-1636	<u>ihyman@dcfs.nv.gov</u>				
	Katrina Nielsen	775-684-4414	<u>knielsen@dcfs.nv.gov</u>				

	Vendor Information:	
	Vendor Name:	Renown Medical School Associates North, Inc.
	Contact Name:	Steve Shell
1b	Complete Address: City, State, and Zip Code	85 Kirman Avenue, Ste 100, Reno, NV 89502
	Telephone Number:	(775) 982-5148
	Email Address:	Steve.shell@renown.org

	Type of Waiver Requested – Chec	k the appropriate type:
1c	Sole or Single Source:	X
	Professional Service Exemption:	

	Contract Information:				
1d	Is this a new Contract? Check One:	Yes:	X	No:	
	If 'No' Enter Amendment Number:	#			
	Enter CETS Number:	#26375			

	Term:						
1e	One (1) Time Purchase? Check One:	Yes:		No:	X		
	Contract:	Start Date:	10/1/22	End Date:	9/30/24		

	Funding:	
1 f	State Appropriated:	
	Federal Funds:	100%

Grant Funds:	
Other (Explain):	

Purchasing Use Only: Approval #: 2308030

1g Total Estimated Value of this Service Contract, Amendment or Purchase: \$86.944

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.

What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?

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:

-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.

Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

4 See #3 for specific qualifications and service requirements.

 Were alternative services or commodities evaluated?
 Check One:

 Yes
 No

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

If not, why were alternatives not evaluated?

b.

3

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 #: 320

2208030

Has the agency purchased these services/services with goods in the past? Check One:

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. X

No

Yes

a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire relationship with</u> <u>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>:

	Te	Term				Short	Provide Type of Procurement	
6	Start Date	End Date	Value	Description	RFP#, RFQ#, Waiver #	CETS #		
U	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		
			\$					
			\$					
			\$					
	and a second sec		\$					

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?

The results of denial of this waiver request:

• 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);

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:

- 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.

7

220803

	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?					
8	Continuation of services is only taking place due to their recent affiliation agreement with UNR to manage clinical services. Please reference NRS 396.1215.					

Will this	purchase obligate	the State to	this vendor t	for future	nurchases?	Check One:
	purchase obligate	the state to	uns venuor i	Ior future	purchases.	Check One.

NOTE: Before selecting your answer, <u>pl</u>ease review information included on Page 2, Section 9 of the instructions.

9

If yes, please provide details regarding future obligations or needs. a.

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

Print Name of Agency Representative Initiating Request

Signature of Agency Head Authorizing Request

Rahing Nielsen Print Name of Agency Head Authorizing Request

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.

Page 4

Date

7/5/22

Yes

No

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:

Keine D. Ooty Administrator, Purchasing Division or Designee

08/02/2022

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26594

						Legal Entity Name:	ACCO ENGINEERED SYSTEMS, INC.
	3	-	- DIVISIO Y SERVI	N OF CHI CES	LD AND	Contractor Name:	ACCO ENGINEERED SYSTEMS, INC.
		409				Address:	6678 W. Sunset Rd. Suite 160
	Appropriation Unit:	3646-0					
	Is budget authority available?:		Yes			City/State/Zip	Las Vegas, NV 89118
	If "No" please explain	in: Not	Applicab	le		Contact/Phone:	Mike Nilson 702-405-1811
						Vendor No.:	T27042871
						NV Business ID:	NV19551000749
	To what State Fiscal	l Year(s) will the	contract b	e charged?	2023	
	What is the source of the contractor will be	of funds e paid b	s that will by multipl	be used to e funding s	pay the contractources.	ctor? Indicate the per	rcentage of each funding source if
	X General Fund	nds	59.00 %		Fees	0.00 %	
	X Federal Fund	ds	41.00 %		Bonds	0.00 %	
	Highway Fur	nds	0.00 %		Other funding	0.00 %	
2	Contract start date:						
	a. Effective upon Bo	oard of	N	n or h	other effective of	date 09/28/2022	
	Examiner's appro			o or b .			
	Anticipated BO	E mee	ting date	09/2	022		
	Retroactive?		No				
	If "Yes", please expla	lain					
	Not Applicable						
З	Termination Date:		06/30/202	2			
5.	Contract term:		275 days	.5			
			-				
4.	Type of contract:		Contract				
	Contract description:	1:	Boiler Re	placemen	t		
5.	Purpose of contract:						
	This is a new contr	ract to	replace t	he boiler	in building 7.		
6.	NEW CONTRACT						
	The maximum amou	unt of th	he contra	ct for the te	erm of the contra	act is: \$23,710.00	
	Payment for services	s will b	e made a	t the rate c	of \$23,710.00 pe	er Entire Project	
J	USTIFICATION						
7	What conditions requ	uire tha	at this wo	rk he done	2		
	The current boiler is	semi f	unctional	It needs t	o be reset multi	ple times per day. N	lew temperature sensors and control d the warranty has since expired.
8.	Explain why State er						
	No state employees						
9	Were quotes or prop	osals	solicited?	•		Yes	
5.	Was the solicitation Division?			he Purcha	sing	No	
	a. List the names of	vendo	rs that we	re solicited	to submit prope	osals (include at leas	st three):
	ACCO Engineered S				I - I	, , , , , , , , , ,	
	Emcor Services LMS Boiler Services	•					
	b. Soliciation Waiver	r: Not A	Applicab	е			

c. Why was this co	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-b	id date:				
10. a. Does the contract	ct contain any IT com	ponents?	No				
b. Is the contract pa \$50,000?	art of an IT investmer	nt project over	No				

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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
- 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26599

						Legal Entity Name:	ACE WORLD WIDE MOVING & STORAGE	
			- DIVIS Y SER		CHILD AND	Contractor Name:	ACE WORLD WIDE MOVING & STORAGE	
		409				Address:	1841 E CRAIG RD STE B	
	Appropriation Unit: 3	3646-0						
	Is budget authority available?:		Y	es		City/State/Zip	NORTH LAS VEGAS, NV 89030-3392	
	If "No" please explain	n: Not	t Applic	able		Contact/Phone:	Nick Pizzariello 702-415-8289	
						Vendor No.:	T29027950A	
						NV Business ID:	NV20001477028	
	To what State Fiscal	l Year(s) will t	he contra	ct be charged?	2023-2027		
	What is the source of the contractor will be	of fund: e paid l	s that w by mult	/ill be use iple fundi	ed to pay the contracing sources.	ctor? Indicate the per	centage of each funding source if	
	X General Fund	ds	59.00	%	Fees	0.00 %		
	X Federal Fund	ds	41.00	%	Bonds	0.00 %		
	Highway Fun	nds	0.00	%	Other funding	0.00 %		
2	Contract start date:							
	a. Effective upon Bo Examiner's appro Anticipated BOB	oval?			b. other effective (date 09/21/2022		
	Retroactive?		- N	lo				
	If "Yes", please expla	ain						
	Not Applicable							
2	Termination Date:		07/31/2	0006				
з.	Contract term:				l dava			
			-	s and 314	tuays			
4.	Type of contract:		Contra					
	Contract description:	:	Moving	g Service	S			
5.	Purpose of contract:							
	This is a new contra	act to	provid	le ongoir	ng moving service	S.		
6.	NEW CONTRACT							
	The maximum amou					. ,		
	Other basis for payment: See Section 4-Consideration. Contract amount based on historical average of \$8,420 per year on previous contract.							
J	USTIFICATION							
7.	What conditions requ	uire tha	at this v	vork be d	one?			
	To provide as neede	ed relo	cation s	services for	or Division offices.			
8.	Explain why State en	mploye	ees in y	our agen	cy or other State ag	encies are not able t	o do this work:	
	There is no State age	ency t	o perfo	rm this se	ervice and no staff a	vailable to perform the	nis task.	
9.	Were quotes or prop	osals	solicite	d?		Yes		
	Was the solicitation (Division?	(RFP)	done b	y the Pur	chasing	No		
	a. List the names of	vendo	rs that	were solid	cited to submit prop	osals (include at leas	st three):	
	Ace World Wide Discount Movers Champion Movers							
	b. Soliciation Waiver:	: Not /	Applica	able				

	c. Why was this cont	tractor chosen in pre	eference to other?							
	The selected vendor had the lowest rates and no minimum time requirements.									
	d. Last bid date: 05/16/2022 Anticipated re				05/04/2026					
10.	a. Does the contract	contain any IT com	ponents?	No						
	b. Is the contract part of an IT investment project over \$50,000?									

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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:

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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 25780

							Legal Entity Name:		GEN TECH OF NEVADA, INC.
	Agency Name:		- DIVIS Y SER	ION OF	CHILD	AND	Contractor N	lame:	GEN TECH OF NEVADA, INC.
	Agency Code:	409					Address:		4785 COPPER SAGE ST
	Appropriation Unit:	3646-0)7						
	Is budget authority available?:		Y	es			City/State/Zip	р	LAS VEGAS, NV 89115-1896
	If "No" please expla	ain: No	t Applic	able			Contact/Phore	ne:	Marissa Dowd 702/633-6400
							Vendor No.:		PUR0003001A
							NV Business	BID:	NV20161487647
	To what State Fisca	al Year((s) will tl	he contra	act be c	harged?	2023-2027		
	What is the source the contractor will b	of fund be paid	s that w by multi	ill be use ple fund	ed to pa ing soui	ly the contraction the contraction of the contracti	ctor? Indicate t	the per	centage of each funding source if
	X General Fu	nds	59.00 9	%	Fe	es	0.00 %		
	X Federal Fur	nds	41.00 9	%	Bo	onds	0.00 %		
	Highway Fu	unds	0.00 9	%	Ot	ther funding	0.00 %		
2.	Contract start date:	:							
	a. Effective upon E Examiner's app	Board of roval?	f	No 01	r b. oth	er effective	date 09/27	7/2022	
	Anticipated B	OE mee	eting dat	te	11/2022	2			
	Retroactive?		N	lo					
	If "Yes", please exp	olain							
	Not Applicable								
3.	Termination Date:		08/31/2	026					
	Contract term:		3 years	and 33	9 days				
4.	Type of contract:		Contra	ct					
	Contract descriptio	n:	Genera	ator Serv	vices				
5.	Purpose of contrac	:t:							
	This is a new cont	tract to	provid	e ongoi	ng maii	ntenance se	ervices and en	nerger	ncy repairs on the generator.
6.	NEW CONTRACT								
•	The maximum amo	ount of t	he cont	ract for t	he term	of the contra	act is: \$12.57	2.00	
	Payment for service								
	Other basis for pay				-	•			Test
.]		, inoriti q	,, <u>200</u> p			ouon, φ. το μ			
	What conditions rea	quiro th	ot this y	work ha	lono?				
1.		-				ssion accred	ited bespital	Acnar	t of a Joint Commission standard, the
	facility is required to Additionally, these	o run ar	nnual ge	enerator	tests to	ensure the h	nospital has ba	ick-up	resources in the event of a power failure.
8.	Explain why State	emplove	ees in v	our ager	ncv or of	ther State ad	iencies are not	t able t	o do this work:
5.	The Division does				-				
a	Were quotes or pro						Yes		
9.	Was the solicitation	•			rchasing	r	No		
	Division?	· · ·				-			
	a. List the names o	ot vendo	ors that v	were soli	cited to	submit prop	osais (include	at leas	st three):

b. Soliciation Waiver: Not Applicable

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

This vendor also se needed.	rvices the adult gen	erator and are familia	ar with th	e area and how important the generator is when it's
d. Last bid date:	02/11/2022	Anticipated re-bi	id date:	12/17/2025
10. a. Does the contract	t contain any IT com	ponents?	No	
b. Is the contract pa \$50,000?	rt of an IT investme	nt project over	No	

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No	If "Yes", please explain	
Not Applica	able	

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

Yes

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

18. 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 09/27/2022 09:15:21 AM Budget Analyst Approval ipeat

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: 26763

				Legal Entity Name:	DIVERSIFIED THERMAL SERVICES, INC.
	Agency Name:	ADJUTANT G GUARD	GENERAL & NATIONAL	Contractor Name:	DIVERSIFIED THERMAL SERVICES, INC.
	Agency Code:	431		Address:	3575 W CHEYENNE AVEUNE STE 107
	Appropriation Unit:	3650-07			
	Is budget authority available?:	Y	es	City/State/Zip	LAS VEGAS, NV 89032
	If "No" please expl	ain: Not Applic	able	Contact/Phone: Vendor No.: NV Business ID:	SHANE REED 702-595-9733 T29045838 NV20201815525
	To what State Fisc	al Year(s) will t	he contract be charged?	2023-2027	
	What is the source the contractor will I	of funds that w be paid by mult	vill be used to pay the contract iple funding sources.	tor? Indicate the per	centage of each funding source if
	X General Fu	inds 50.00 9	% Fees	0.00 %	
	X Federal Fu	nds 50.00 9	% Bonds	0.00 %	
	Highway F	unds 0.00 9	% Other funding	0.00 %	
	Agency Reference	#: 431			
2	2. Contract start date	:			
	a. Effective upon Examiner's app		No or b. other effective d	ate 09/22/2022	
	Anticipated B	OE meeting da	te 10/2022		
	Retroactive?	N	No		
	If "Yes", please ex	plain			
	Not Applicable				
3	3. Termination Date:	08/31/2	2026		
	Contract term:	3 years	s and 344 days		
4	. Type of contract:	Contra	act		
	Contract description	on: Delta C	Controls		
5	. Purpose of contract	pt:			
	This is a new ong Management hea southern Nevada	ting, ventilatio	to provide repair, inspection on, air conditioning, and refr	ns and system upo igeration controls	lates services for the Delta Energy at Nevada National Guard facilities in
6	. NEW CONTRACT				
	The maximum amo	ount of the cont	tract for the term of the contra	ct is: \$97,500.00	
II. 、	JUSTIFICATION				
7	. What conditions re				
	This is a new contr on an "as needed"	ract for inspection basis for Neva	ons, updates, repairs and servida National Guard in Southern	vice work on the De n Nevada locations.	ta Energy Management HVACR controls
8	. Explain why State	employees in y	our agency or other State age	encies are not able t	o do this work:
	The agency does r	not the equipme	ent or the certifications to do the	nis type of work.	
9	. Were quotes or pro	oposals solicite	d?	No	
	Was the solicitation Division?	n (RFP) done b	y the Purchasing	No	
	a. List the names on Not Applicable	of vendors that	were solicited to submit propo	sals (include at leas	st three):
	b. Soliciation Waiv	er: Exempt (Pe	er statute)		
Contra	ct #: 26763		Page 1 o	12	48

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 da	ate:
0.	a. Does the contract contain any IT comport	nents?	No
	b. Is the contract part of an IT investment p \$50,000?	roject over	No

III. OTHER INFORMATION

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

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

Not Applicable

1

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

No

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

No

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

No		lf "	Yes",	please	ex	plain	
 -							

Not Applicable

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

If "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

No

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

No If "Yes", please provide details of the litigation 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:

User	Signature Date
ctyle1	09/07/2022 12:07:57 PM
ctyle1	09/07/2022 12:07:59 PM
ctyle1	09/07/2022 12:08:02 PM
csnido1	09/14/2022 09:16:07 AM
ipeat	09/22/2022 11:01:41 AM
	ctyle1 ctyle1 ctyle1 csnido1

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26765

				Legal Entity Name:	ENGIN8, LLC
	Agency Name:	ADJUTANT GEN GUARD	ERAL & NATIONAL	Contractor Name:	ENGIN8, LLC
	Agency Code:	431		Address:	701 BRIDGER AVENUE SUITE 520
	Appropriation Unit:	3650-07			
	Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89101
	If "No" please expla	ain: Not Applicable	9	Contact/Phone: Vendor No.: NV Business ID:	SOREN PETERSON 702-823-8682 T29045881 NV20191128377
	To what State Fisca	al Year(s) will the c	contract be charged?	2023-2024	
	What is the source the contractor will b	of funds that will b be paid by multiple	e used to pay the contrac funding sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %	Fees	0.00 %	
	X Federal Fur	nds 100.00 %	Bonds	0.00 %	
	Highway Fu	unds 0.00 %	Other funding	0.00 %	
	Agency Reference	#: 431			
2.	Contract start date:				
	a. Effective upon E Examiner's app	Board of No	or b. other effective c	date 09/20/2022	2
		DE meeting date	10/2022		
	Retroactive?	No			
	If "Yes", please exp				
	Not Applicable				
3	Termination Date:	09/30/2023			
0.	Contract term:	1 year and			
Δ	Type of contract:	Contract			
т.	Contract description		ng Services		
5	Purpose of contrac	_	.g ee. 11000		
5.	· · · · · · · · · · · · · · · · · · ·		naineerina desian servi	ces for a nlumbing	project at the Las Vegas Readiness
	Center.		igineering design servi		project at the Las vegas readiness
6.	NEW CONTRACT				
		ount of the contract	for the term of the contra	act is: \$18,000.00	
J	USTIFICATION				
	What conditions red	quire that this work	be done?		
1.		•	e projects and planning.		
8.	Explain why State	employees in your	agency or other State age	encies are not able	to do this work:
	Lack of skills and q				
9	Were quotes or pro	posals solicited?		No	
0.	Was the solicitation Division?	•	e Purchasing	No	
		f vendors that were	e solicited to submit propo	osals (include at lea	st three):
	Not Applicable		P.0P.		/
		er: Professional S	ervice (As defined in NA	AC 333.150)	
			preference to other?		

	d. Last bid date:	Anticipated re	-bid date:
10.	a. Does the contract contain any Ib. Is the contract part of an IT inve \$50,000?	•	No No
C	OTHER INFORMATION		
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the C	Contractor?
	No If "Yes", please provi	de the Indirect Cost Rat	te or Percentage Paid to the Contractor
	Not Applicable		
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of Nev	vada or will the contracted services be performed by a current
	b. Was the contractor formerly em performed by someone formerly e No	ployed by the State of N mployed by the State of	Vevada within the last 24 months or will the contracted services be Nevada within the last 24 months?
	c. Is the contractor employed by a No If "Yes", please expla	•	subdivisions or by any other government?
	Not Applicable		
	Has the contractor ever been enga	aged under contract by	any State agency?
10.	6	n and for which agency	and indicate if the quality of service provided to the identified
	Not Applicable		
14.	Is the contractor currently involved No If "Yes", please provi	•	ate of Nevada? n and facts supporting approval of the contract:
	Not Applicable		
15.	The contractor is registered with the Nevada Corporation	ne Nevada Secretary of	State's Office as a:
16.	a. Is the Contractor Name the sam	ne as the legal Entity Na	ime?
17.	a. Does the contractor have a curr Yes	rent Nevada State Busir	ness License (SBL)?
18.	a. Is the legal entity active and in g Yes	good standing with the N	Nevada Secretary of State's Office?
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
		a a mid a 1	09/07/2022 17:08:58 PM
	Contract Manager Approval Budget Analyst Approval	csnido1 jpeat	09/20/2022 13:18:50 PM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26764

				Legal Entity	SOUTHLAND INDUSTRIES
	Agency Name:	ADJUTANT GENE	RAL & NATIONAL	Name: Contractor Name:	SOUTHLAND INDUSTRIES
	<u><u> </u></u>	GUARD			
	Agency Code:	431		Address:	4765 CAMERON STREET
	Appropriation Unit:	3650-07			
	Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89103
	If "No" please expla	ain: Not Applicable		Contact/Phone:	JOSH MCINTOSH 702-777-4000
				Vendor No.:	T29045769
				NV Business ID:	NV19621000518
	To what State Fisca	al Year(s) will the co	ntract be charged?	2023-2027	
	What is the source the contractor will b	of funds that will be be paid by multiple fu	used to pay the contrac inding sources.	ctor? Indicate the pe	rcentage of each funding source if
	X General Fu	nds 50.00 %	Fees	0.00 %	
	X Federal Fur	nds 50.00 %	Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Other funding	0.00 %	
	Agency Reference	#: 431	-		
2	Contract start date:				
	a. Effective upon E Examiner's appr	Board of No	or b. other effective of	date 09/22/2022	2
		DE meeting date	10/2022		
	Retroactive?	No			
	If "Yes", please exp				
	Not Applicable				
2		08/31/2026			
з.	Termination Date: Contract term:	3 years and	244 days		
		•	544 uays		
4.	Type of contract:	Contract			
	Contract description	n: Delta Contro	ols		
5.	Purpose of contract				
					dates services for the Delta Energy at Nevada National Guard facilities.
6.	NEW CONTRACT				
	The maximum amo	ount of the contract for	or the term of the contra	act is: \$98,799.18	
J	USTIFICATION				
7.	What conditions red	quire that this work b	e done?		
	This is a new contra	act for inspections, u	pdates, repairs and ser	rvice work on the De	Ita Energy Management HVACR controls
	on an "as needed"	basis for Nevada Na	tional Guard locations.		Ita Energy Management HVACR controls
8.	Explain why State e	employees in your ag	gency or other State ag	encies are not able	to do this work:
	The agency does n	ot the equipment or	the certifications to do t	this type of work.	
9.	Were quotes or pro	posals solicited?		No	
		(RFP) done by the	Purchasing	No	
		f vendors that were	solicited to submit prop	osals (include at leas	st three):
	Not Applicable		i		
	b. Soliciation Waive	er: Exempt (Per stat	tute)		
	c. Why was this cor	ntractor chosen in pr	eference 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 inves \$50,000?	ment project over No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explair	in
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Not Applicable

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

If "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

No

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

No If "Yes", please provide details of the litigation 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26725

•••						
				Legal Entity Name:	Wild West Vending, LLC	
	Agency Name: C	PEPARTMENT OF CO	RRECTIONS	Contractor Name:	Wild West Vending, LLC	
	Agency Code: 4	40		Address:	4933 Victory Blvd.	
	Appropriation Unit: 3	708-00				
	Is budget authority available?:	Yes		City/State/Zip	Elko, NV 89801	
	If "No" please explair	n: Not Applicable		Contact/Phone:	Heidi Hutchings 775-340-2956	
				Vendor No.:	T29046012	
				NV Business ID:	NV20171402127	
		Year(s) will the contra	0	2023-2027		
		f funds that will be use paid by multiple fundi		ctor? Indicate the pe	rcentage of each funding source if	
	General Fund	ls 0.00 %	Fees	0.00 %		
	Federal Fund	s 0.00 %	Bonds	0.00 %		
	Highway Fun	ds 0.00 %	X Other funding	100.00 % Offen	ders Store Fund	
	Agency Reference #:	RFP #44DOC-S	2020			
2.	. Contract start date:					
	a. Effective upon Bo Examiner's approv		b. other effective of	date 09/28/2022	2	
	Anticipated BOE	E meeting date 1	0/2022			
	Retroactive?	No				
	lf "Yes", please expla	iin				
	Not Applicable					
3.	. Termination Date:	10/31/2026				
	Contract term:	4 years and 34	days			
4.	. Type of contract:	Revenue Contra	act			
	Contract description:	Vending Servic	es			
5.	. Purpose of contract:					
	This is a new control	at to provide or as			estional facilities leasted in Dural	

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):

b. Soliciation W	/aiver: Not	Applicable
------------------	-------------	------------

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

	Pursuant to RFP #44D proposal.	OC-S2020, and ir	accordance with NR	S 333, 1	he selected vendor was the only vendor to submit a
	d. Last bid date:	05/12/2022	Anticipated re-bid	date:	06/15/2026
10.	a. Does the contract co	ontain any IT com	oonents?	No	

b. Is the contract part of an IT investment project over No \$50,000?

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

_	No	If "Yes", please explain	
1	Not Applica	ble	

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	zhoeflin	08/25/2022 11:54:40 AM
Division Approval	zhoeflin	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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26559

				Legal Entity Name:	American Chiller Service, Inc.
	Agency Name: DEP	ARTMENT OF COR	RECTIONS	Contractor Name:	American Chiller Service, Inc.
	Agency Code: 440			Address:	ACS
	Appropriation Unit: 3716	ა-07			PO Box 1887
	Is budget authority available?:	Yes		City/State/Zip	Rancho Cordova, CA 95741-1887
	If "No" please explain: N	lot Applicable		Contact/Phone:	Ben Barlow 775-322-9900
				Vendor No.:	PUR0005542A
				NV Business ID:	NV19921063155
	To what State Fiscal Yea	ar(s) will the contract	be charged?	2023	
	What is the source of fun the contractor will be pair			tor? Indicate the per	centage of each funding source if
	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 Examiner's approval?	of No orb ?	o. other effective d	late 07/01/2022	
	Anticipated BOE me	eeting date 11/2	2022		
	Retroactive?	Yes			
	If "Yes", please explain				
	Chiller required to be in	nstalled due to unse ties building could	easonably high to not be used by s	emperatures prior to the second state of the s	to contract approval. If the chiller was ue 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 Re	nt		
5.	Purpose of contract:				
	activities room at Warn	n Springs Correctio	nal Center, whic	h houses Medical,	r & Pump to provide cooling to the Education and the Gym. This unit is provement Project is completed to put a
6.	NEW CONTRACT				
	The maximum amount of	f the contract for the	term of the contra	ct is: \$19,500.00	
	Payment for services will	I be made at the rate	of \$6,500.00 per	month	
J	USTIFICATION				
7.	What conditions require	that this work be don	e?		
	The Activities Building at currently have a working staff to occupy this buildi	chiller or HVAC unit.	ectional Center, w Without adequat	hich houses Medica e cooling, this create	I, Education, and the Gym, does not es a health and safety issue for inmates &
8.	Explain why State emplo	oyees in your agency	or other State age	encies are not able t	o do this work:
					other State agency offers these services.
9.	Were quotes or proposal			Yes	

Was the solicitat Division?	ion (R	FP) c	lone by	the F	Purch	asing	l		No			

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

	Chiller Service hiller & Boiler		
	on Waiver: Not Applicable		
	is this contractor chosen in preference to oth	er?	
	he only vendor who had a chiller unit availab		ring this period of time
d. Last bio		d re-bid date:	06/15/2022
	e contract contain any IT components?	No	
	ontract part of an IT investment project over	No	
OTHER IN	FORMATION		
11. Is there a	n Indirect Cost Rate or Percentage Paid to th	e Contractor?	
No	If "Yes", please provide the Indirect Cost	Rate or Percen	ntage Paid to the Contractor
Not Applic	able		
12. a. Is the c employee	ontractor a current employee of the State of of the State of Nevada?	Nevada or will t	the contracted services be performed by a current
No			
No	by someone formerly employed by the Stat		
No	If "Yes", please explain		
Not Applic	· · · · · · · · · · · · · · · · · · ·		
13 Has the c	ontractor ever been engaged under contract	by any State a	gency?
Yes		ncy and indicate	e if the quality of service provided to the identified
CETS # 2	2329 Nevada Department of Corrections cor		work was satisfactory
	tractor currently involved in litigation with the		•
No	If "Yes", please provide details of the litig		
Not Applic			
15. The contra	actor is registered with the Nevada Secretary orporation	of State's Offic	ce as a:
16. a. Is the C Yes	ontractor Name the same as the legal Entity	Name?	
17. a. Does th Yes	e contractor have a current Nevada State B	usiness License	e (SBL)?

- Yes
- 19. Agency Field Contract Monitor:

John Meyer, Acting Facility Supervisors Ph: 775-977-5832

20. Contract Status:

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	kreynol3	09/26/2022 09:23:37 AM
Budget Analyst Approval	rrussum	09/29/2022 12:54:06 PM

Steve Sisolak Governor

Charles Daniels Director

Lisa Lucas Deputy Director Support Services



STATE OF NEVADA Department of Corrections

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

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,

Michelle Ashcraft, Chief of Fiscal Services Nevada Department of Corrections

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26820

								Legal Entity Name:	Board of Regents OBO - University of Nevada, Reno
	Agency Name:		ISSION JRCE	ONI	MINEF	RAL		Contractor Name:	Board of Regents OBO - University of Nevada, Reno
	Agency Code:	500						Address:	BOARD OF REGENTS NSHE
	Appropriation Unit:	4219-0	9						UNIVERSITY OF NEVADA, RENO
	Is budget authority available?:		Ye	S				City/State/Zip	Reno, NV 89557
	If "No" please expla	ain: Not	Applica	ble				Contact/Phone:	Thomas A. Landis 775-784-4040
								Vendor No.:	D35000816
								NV Business ID:	NV20161295653
	To what State Fisc	al Year(s	s) will th	e cor	ntract b	be charged?		2023-2024	
	What is the source the contractor will b						ntrac	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	inds	0.00 %	, D	Х	Fees		100.00 % Minin	g Claims
	Federal Fu	nds	0.00 %	, D		Bonds		0.00 %	
	Highway Fu	unds	0.00 %	, D		Other fund	ling	0.00 %	
2.	Contract start date:	:							
	a. Effective upon Board of No or b. other effective da Examiner's approval?						date 09/20/2022	2	
	Anticipated B	OE meet	ing date	e	10/2	2022			
	Retroactive?		No	c					
	If "Yes", please exp	olain							
	Not Applicable								
3.	Termination Date:	1	2/31/20)23					
	Contract term:		l year a		02 dav	/S			
1	Type of contract:		nterloc						
4.	Contract descriptio		Mining	-					
F			winning i	DIStri					
э.	Purpose of contrac					ale allocities t			adala historia mining pagada agamal
	as have records a	vailable	to the	nt to publi	ic.	de digitizat	ion a	ind storage of Neva	ada's historic mining records, as well
6.	NEW CONTRACT								
	The maximum amo	ount of th	e contra	act fo	r the t	erm of the c	ontra	act is: \$38,232.00	
	Other basis for pay	ment: U	pon invo	oice v	vith do	ocumentation	n or v	work completed	
J	USTIFICATION								
7.	What conditions re-	quire tha	t this w	ork b	e 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 statues 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?

	Was the solicitation (RFP) done by Division?	y the Purchasing	No		
	a. List the names of vendors that v	vere solicited to submit	proposals (include at least three):		
	Not Applicable				
	b. Soliciation Waiver: Not Applica	ble			
	c. Why was this contractor chosen	in preference to other?	?		
	d. Last bid date:	Anticipated re	e-bid date:		
10.	a. Does the contract contain any I	T components?	No		
	b. Is the contract part of an IT inve \$50,000?	stment project over	No		
III. C	OTHER INFORMATION				
11.		•	Contractor? Ite or Percentage Paid to the Contractor		
	8%				
12.	 a. Is the contractor a current employee of the State of Nevada? No 	oyee of the State of Ne	vada or will the contracted services be performed by a current		
	b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No				
	c. Is the contractor employed by a No If "Yes", please expla	• •	subdivisions or by any other government?		
	Not Applicable				
13.	Has the contractor ever been enga No If "Yes", specify when agency has been ver Not Applicable	n and for which agency	any State agency? and indicate if the quality of service provided to the identified		
14.	No If "Yes", please provi	•	ate of Nevada? on and facts supporting approval of the contract:		
15.		th the Nevada Secreta	ry of State's Office because the legal entity is a:		
16.	Not Applicable				
17.	Not Applicable				
	Not Applicable				
	Agency Field Contract Monitor:				
20.	Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	User vkneefel vkneefel	Signature Date 09/14/2022 13:32:53 PM 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		

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

I. DESCRIPTION OF CONTRACT

		CONTRACT					
1.	Contract Number:	20852			Amendment Number:	1	
					Legal Entity Name:	EWELL EDUCATIONAL S	ERVICES,
	Agency Name:	DEPARTMEN	T OF AGRI	CULTURE	Contractor Name:	EWELL EDUCATIONAL S	SERVICES,
	Agency Code:	550			Address:	PO BOX 15924	
	Appropriation Unit:	4546-04					
	Is budget authority available?:		S		City/State/Zip	COLLEGE STATION, TX	77841-5125
	If "No" please expl	ain: Not Applica	ble		Contact/Phone:	Russell Ewell 979/446-086	5
					Vendor No.:	T27033933A	
					NV Business ID:	NV20141454399	
	To what State Fisc	ol Voor(c) will th	o contract k	o chargod?	2019-2024	11120141404000	
		()		•			
	the contractor will I	be paid by multip	ole funding	sources.		rcentage of each funding so	
	General Fu			Fees		tock and Plant Inspection	Fees
	Federal Fu	nds 0.00 %	, D	Bonds	0.00 %		
	Highway F	unds 0.00 %	Ď	Other funding	0.00 %		
2	Contract start date						
	a. Effective upon l Examiner's app	Board of I	No or b.	other effective of	date 10/31/2018	3	
		OE meeting date	e 10/2	2022			
		•		.022			
	Retroactive?	No	0				
	If "Yes", please ex	plain]
	Not Applicable						
3.	Previously Approve Termination Date:	ed 10/30/20)22				
	Contract term:	5 years					
4.	Type of contract:	Contrac	t				
	Contract description	on: Automa	ted Fee Sy	stem			
5.	Purpose of contrac	xt:					
	livestock industry	/ inspections, r 2022 to Octobe	egistration r 30, 2023	s, and fee colle	ctions. This amend	ated web-based system fo Iment extends the termina Int from \$473,173.00 to \$5	tion date
6.	CONTRACT AME	NDMENT					
				Trans \$	\$ Info Acc	um \$ Action Accum	\$ Agenda
	1. The max an contract:	nount of the orig	inal	\$473,173.00	0 \$473,17	73.00 \$473,173.0	0 Yes - Action
	2. Amount of c (#1):	current amendme	ent	\$27,146.19	9 \$27,14	46.19 \$27,146.1	9 Yes - Info
	3. New maxim amount:	um contract		\$500,319.19	9		
		ermination date contract has	of	10/30/2023	3		

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 mare 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
 No

 Division?
 No

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

Not Applicable

b. Soliciation 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 compo	nents?	Yes	
	b. Is the contract part of an IT investment p \$50,000?	project over	No	

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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: User Signature Date Approval Level rgiffor1 08/24/2022 13:56:50 PM **Budget Account Approval Division Approval** cmatijev 08/25/2022 08:24:11 AM Department Approval cmatijev 08/25/2022 10:11:15 AM Contract Manager Approval 09/21/2022 12:18:40 PM cprasa1 **EITS** Approval ljean 09/21/2022 13:27:35 PM **Budget Analyst Approval** thick2 09/22/2022 10:37:49 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26807

			Legal Entity Name:	Tholl Fence, Inc.
	Agency Name: DEP	ARTMENT OF AGRICULTURE	Contractor Name:	Tholl Fence, Inc.
	Agency Code: 550		Address:	PO Box 855
	Appropriation Unit: 4554	I-07		
	Is budget authority available?:	Yes	City/State/Zip	Sparks, NV 89432
	If "No" please explain: N	lot Applicable	Contact/Phone:	Andi Mendez 775-358-8680
			Vendor No.:	PUR0001319B
			NV Business ID:	NV19591000420
		ar(s) will the contract be charged?	2023	
		nds that will be used to pay the contra d by multiple funding sources.	ctor? Indicate the pe	rcentage of each funding source if
	X General Funds	100.00 % Fees	0.00 %	
	Federal Funds	0.00 % Bonds	0.00 %	
	Highway Funds	0.00 % Other funding		
	Agency Reference #:	23-13		
2	Contract start date:			
2.	a. Effective upon Board	of No or b. other effective	date 10/10/2022	
	Examiner's approval?			-
	Anticipated BOE me	eeting date 11/2022		
	Retroactive?	Νο		
	If "Yes", please explain			
	Not Applicable			
3.	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 t operate an existing ten		ng gate motor with	a HiSecurity model SlideSmart DC15 to
6.	NEW CONTRACT			
•		f the contract for the term of the contr	act is: \$16,440.00	
		As invoiced by the Contractor and a		
J	USTIFICATION			
7.	What conditions require t	that this work be done?		
		ty concerns, the current gate must be	replaced.	
8.	Explain why State emplo	yees in your agency or other State ag	pencies are not able t	to do this work:
-	The Nevada Department	t of Agriculture does not employ certif	ied gate technicians	
	resources to complete th	e gate motor replacement project with	hin the organization.	
9.	Were quotes or proposal	Is solicited?	Yes	
	Was the solicitation (RFF Division?	P) done by the Purchasing	No	

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

II.

55

	Artistic Fence						
	Tholl Fence						
	Mule Fence						
	Silver State Fence b. Soliciation Waiver: Not Applical	blo					
	c. Why was this contractor chosen						
	This was the most affordable vende						
	d. Last bid date: 08/24/2022		date:				
10	a. Does the contract contain any IT	•	No				
10.	b. Is the contract part of an IT invest	•	No				
	\$50,000?						
III. C	THER INFORMATION						
11.	Is there an Indirect Cost Rate or Pe	ercentage Paid to the Cont	ractor?				
	No If "Yes", please provid	de the Indirect Cost Rate o	r Percentage Paid to the Contractor				
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada?	oyee of the State of Nevada	a or will the contracted services be performed by a current				
	b. Was the contractor formerly emp performed by someone formerly er No	bloyed by the State of Neva nployed by the State of Ne	ada within the last 24 months or will the contracted services be vada within the last 24 months?				
	c. Is the contractor employed by an No If "Yes", please expla	•	divisions or by any other government?				
	Not Applicable						
13.	Has the contractor ever been enga	ged under contract by any	State agency?				
	5	and for which agency and	indicate if the quality of service provided to the identified				
	Department of Transportation in 20	22, work was satisfactory					
14.	Is the contractor currently involved No If "Yes", please provid	•	of Nevada? nd facts supporting approval of the contract:				
	Not Applicable						
15.	The contractor is registered with th Nevada Corporation	e Nevada Secretary of Sta	te's Office as a:				
16.	a. Is the Contractor Name the same Yes	e as the legal Entity Name	?				
17.	17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes						
18.	a. Is the legal entity active and in g Yes	ood standing with the Neva	ada Secretary of State's Office?				
19.	Agency Field Contract Monitor: Gregg Keyes, Facilities Manager	Ph: 775-353-3727					
20.	Contract Status:						
	Contract Approvals:	Lloor	Signatura Data				
	Approval Level	User raiffor1	Signature Date 09/27/2022 16:19:10 PM				
	Budget Account Approval	rgiffor1 iwilli32	09/27/2022 16:19:10 PM 09/29/2022 09:15:58 AM				
	Division Approval Department Approval	jwilli32 jwilli32	09/29/2022 09:15:58 AM 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				
)r					

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26723

					Legal Entity Name:	ARCHIVESOCIAL, LLC
	Agency Name: D	PS-DIRECTO	R'S OFFIC	E	Contractor Name:	ARCHIVESOCIAL, LLC
	Agency Code: 65	50			Address:	PO BOX 3330
	Appropriation Unit: 47	706-26				
	Is budget authority available?:	Yes			City/State/Zip	DURHAM, NC 27702-3330
	If "No" please explain:	Not Applicat	le		Contact/Phone:	TJ HUGHES 888-558-6032
					Vendor No.:	T29042635A
					NV Business ID:	T29042635A
	To what State Fiscal	()		•	2023-2027	
	What is the source of the contractor will be p				ctor? Indicate the pe	rcentage of each funding source if
	General Funds	s 0.00 %		Fees	0.00 %	
	Federal Funds	s 0.00 %		Bonds	0.00 %	
	Highway Fund	ls 0.00 %	Х	Other funding	100.00 % Cost A	Allocated
2.	Contract start date:					
	a. Effective upon Boa Examiner's approv	ard of N al?	o or b	other effective of	date 10/03/2022	2
	Anticipated BOE	meeting date	09/2	022		
	Retroactive?	No				
	If "Yes", please explai	n				
	Not Applicable					
3.	Termination Date:	08/31/202	26			
	Contract term:	3 years a	nd 333 da	ays		
4.	Type of contract:	Contract				
	Contract description:	Social M	edia Arch	ive		
5.	Purpose of contract:					
	This is a new contra	ct to provide	social me	dia archiving fo	or the Department of	of Public Safety (DPS).
6.	NEW CONTRACT					
-	The maximum amoun	t of the contra	ct for the t	erm of the contra	act is: \$31,874.40	
	Payment for services					
	USTIFICATION			-		
				•		
7.	What conditions requi					
	comply with the Nevad	ent of Public S da Public Reco	ords Act a	b) requires a soc and to mitigate the	cial media archiving, e increasing risk that	monitoring, and analytics software to these digital communications present.
8.	Explain why State em	ployees in you	r agency o	or other State ag	jencies are not able t	to do this work:
	The State of Nevada of	does not have	the staff o	r software progra	am to perform these	duties.
9.	Were quotes or propo	sals solicited?			Yes	
	Was the solicitation (F Division?	RFP) done by t	he Purcha	sing	No	
	a. List the names of ve	endors that we	re solicite	d to submit prop	osals (include at leas	st three):
	ArchiveSocial PageFreezer					
	SMARSH Inc					
	b. Soliciation Waiver:					
	c. Why was this contra	actor chosen ii	n preferen	ce to other?		

	veSocial provided the best quote for gst local and state government agen		quested and	I has a good reputation in so	ocial media archiving
d. Las	st bid date:	Anticipated re	e-bid date:	10/31/2025	
10. a. Do	es the contract contain any IT compo	onents?	No		
b. Is t \$50,0	he contract part of an IT investment 00?	project over	No		

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

If "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

No

14. Is the contractor currently involved in litigation with the State 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** Igallow1 08/18/2022 17:11:56 PM **Division Approval** 08/18/2022 17:12:00 PM Igallow1 Department Approval jdekoekk 08/19/2022 09:08:07 AM Contract Manager Approval idekoekk 09/22/2022 11:04:07 AM **Budget Analyst Approval** dspeed1 10/03/2022 17:29:42 PM

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

I. DESCRIPTION OF CONTRACT 1 1. Contract Number: 21967 Amendment Number: Legal Entity WILLERS, BONNIE J. Name: Agency Name: **DPS-HIGHWAY PATROL** Contractor Name: WILLERS, BONNIE J. 1581 NELCHINA ST. A2 Agency Code: 651 Address: Appropriation Unit: 4713-04 Is budget authority Yes City/State/Zip ANCHORAGE, AK 99501 available?: If "No" please explain: Not Applicable Contact/Phone: **BONNIE WILLERS 503-320-7214** Vendor No.: T27028551 NV20151179210 **NV Business ID:** 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. 0.00 % General Funds 0.00 % Fees Bonds Federal Funds 0.00 % 0.00 % Х Highway Funds 100.00 % Other funding 0.00 % 2. Contract start date: a. Effective upon Board of No or b, other effective date 07/01/2019 Examiner's approval? Anticipated BOE meeting date 09/2022 **Retroactive?** No If "Yes", please explain Not Applicable 3. Previously Approved 06/30/2023 Termination Date: Contract term: 4 years 4. Type of contract: Contract **Optimize Software** Contract description: 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. \$49,680.00 Yes - Info The max amount of the original \$49,680.00 \$49,680.00 contract: 2. Amount of current amendment \$18,000.00 \$18,000.00 \$67,680.00 Yes - Info (#1): 3. New maximum contract \$67,680.00 amount:

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. Yes 9. Were quotes or proposals solicited? Was the solicitation (RFP) done by the Purchasing No Division? a. List the names of vendors that were solicited to submit proposals (include at least three): b. Soliciation 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 No \$50,000? **III. OTHER INFORMATION** 11. Is there an Indirect Cost Rate or Percentage Paid to the Contractor? If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor No Not Applicable 12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months? No c. Is the contractor employed by any of Nevada's political subdivisions or 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? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No 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: User Approval Level 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

Budget Analyst Approval

jdekoekk

jpeat

09/12/2022 08:10:08 AM

09/20/2022 10:38:42 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26793

						Legal Entity Name:	FIRETREX, INC.
	Agency Name:	DPS-FIR		AL		Contractor Name:	FIRETREX. INC.
	Agency Code:	656				Address:	10621 NE 194TH ST
	Appropriation Unit:	3816-25					
	Is budget authority available?:		Yes			City/State/Zip	BOTHELL, WA 98011-3043
	If "No" please expla	ain: Not A	pplicable			Contact/Phone:	Dave Monahan 206/501-4480
						Vendor No.:	T29039255
						NV Business ID:	N/A
	To what State Fisca	al Year(s)	will the co	ntract b	e charged?	2023-2027	
	What is the source the contractor will b					ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds (0.00 %		Fees	0.00 %	
	Federal Fur	nds (0.00 %		Bonds	0.00 %	
	Highway Fu	unds (0.00 %	Х	Other funding	100.00 % Trans	fer from SERC and NDEP
2.	Contract start date:						
	a. Effective upon E Examiner's appr	Board of roval?	No	or b.	other effective c	late 08/01/2022	2
	Anticipated BC	DE meetin	ng date	11/2	.023		
	Retroactive?		Yes				
	If "Yes", please exp	olain					
	Due to negotiation	n with ver	ndor.				
3.	Termination Date:	07	/31/2026				
	Contract term:	4 y	years				
4.	Type of contract:	Co	ontract				
	Contract description	n: Tr	aining Dat	tabase			
5.	Purpose of contract	t:					
			ch provide	s the h	nosting, mainter	nance, technical su	pport, and routine updating of the
						Marshal's Training	
6.	NEW CONTRACT						
	The maximum amo	ount of the	contract fo	or the te	erm of the contra	act is: \$38,000.00	
	•				•	Software Licensing	and Maintenance
	Other basis for pay	ment: \$2,0	000 per ye	ar for a	nnual travel and	training expenses.	
J	USTIFICATION						
7.	What conditions red						
							ing system. Data imports, certificate and functional consultations.
8.	Explain why State e	employees	s in your ag	gency c	or other State ag	encies are not able t	o do this work:
	State employees w the necessary function					ne necessary skills t	o develop a web-based system to provide
9.	Were quotes or pro	posals so	licited?			No	
	Was the solicitation Division?	•		Purcha	sing	No	
	Bitloioiii						
		f vendors	that were s	solicited	d to submit propo	osals (include at leas	st three):
		f vendors	that were s	solicited	d to submit propo	osals (include at leas	st three):

b. Soliciation 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-b	id date:
10. a. Does the contract contain any IT	components?	Yes
b. Is the contract part of an IT inves \$50,000?	tment project over	No

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No	If "Yes", please explain	
Not Applica	able	

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

User

bsalisbu

20. Contract Status:

Contract Approvals:

Approval Level Budget Account Approval

Signature Date 09/21/2022 09:12:07 AM

Division Approval Department Approval Contract Manager Approval EITS Approval Budget Analyst Approval lgallow1 jdekoekk jdekoekk ljean jpeat 09/23/2022 13:23:42 PM 10/03/2022 07:31:41 AM 10/03/2022 09:58:08 AM 10/03/2022 11:44:37 AM 10/05/2022 09:17:49 AM



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:	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

Capitol Police • Highway Patrol • Investigations • Parole and Probation • State Fire Marshal • Training Division • Office of Traffic Safety • Office of Professional Responsibility • Office of Criminal Justice Assistance • Records, Communications and Compliance • Office of Cyber Defense Coordination •Emergency Response Commission



£,

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

 Agency Contact Information - Note: Approved copy will be sent to ONLY the contact(s) listed below:

 Ia
 STATE AGENCY NAME REQUIRED:

 DEPARTMENT OF PUBLIC SAFETY FIRE MARSHAL DIVISION

 Contact Name and Title
 Phone Number

 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

	Vendor Information:			
	Vendor Name:	FireTrex, Inc.		
	Contact Name:	Dave Monahan		
1b	Complete Address:	10621 NE 194 th St, Bothell, WA 98011		
	City, State, and Zip Code	10021 14E 194 SI, Domen, WA 90011		
	Telephone Number:	206-452-1976		
	Email Address:	davem@firetrex.com		

	Type of Waiver Requested – Check the appropriate type:				
1e	Sole or Single Source:	X			
	Professional Service Exemption:				

	Contract Information:					
1d	Is this a new Contract? Check One:	Yes:	X	No:		
Iu	If 'No' Enter Amendment Number:	#				
	Enter CETS Number:	#				

	Term:						
1e	One (1) Time Purchase? Check One:	Yes:		No:	X		
	Contract: 4 Year	Start Date:	08/01/2022	End Date:	07/31/2026		

lf	Funding:	
	State Appropriated:	
	Federal Funds:	
	Grant Funds:	50% NDEP and 50% SERC (hazmat funds)

Other (Explain):

Purchasing Use O	
Approval #:	22070 (

 1g
 Total Estimated Value of this Service Contract, Amendment or Purchase:

 \$38,000.00

Provide a description of work/services to be performed or services with goods to be purchased:

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.

What are the unique features/qualifications required for these services/services with goods that are not available from any other vendor?

3 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.

Explain why these services/services with goods cannot be competitively bid and why this purchase is economically only available from a single source:

	Check One:		
Were alternative services or commodities evaluated?	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

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

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.

Purchasing			
	···· ,	100	

Approval #: 人の

OFOLG

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</u> MUST ACCOMPANY THIS REQUEST.	X	
a. If yes, starting with the most <u>recent contract</u> and working backward, for the <u>entire</u> <u>in</u> <u>this vendor, or any other vendor</u> for these services/services with goods, the following must be provided along with the CETS contract number(s) associated with each:	r <mark>elationshi</mark> 1g informa	<u>p with</u> tion

6	Term			Short	Provide Type of Procurement	CETS #
	Start Date	End Date	Value	Description	RFP#, RFQ#, Waiver #	CLIGT
	01-09-2018	02-07-2022	\$81,000	TRAINING DATABASE	17-SFM-02	18869
			\$			
			\$			
			\$			
		,	\$			

What are the potential consequences to the State if the waiver request is denied and the services/services with goods is competitively bid?

7 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.

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?

8 The Fire Marshal Division's staff conducted inquires to other state of Nevada agencies that require maintenance contract and found the proposed Maintenance costs are substantially less that other system maintenance agreements.

	Will this purchase obligate the State to this vendor for future purchases? Check One:	Yes	No
9	<u>NOTE: Before selecting your answer, please review information included on Page 2,</u> <u>Section 9 of the instructions.</u>		
	a. If yes, please provide details regarding future obligations or needs. This purchase would only obligate the State to this vendor for future purchase as ongoing	1	

This purchase would only obligate the State to this vendor for future purchase as ong maintenance of the system.

Purchasing Use O	
Approval #:	2207010

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	06/29/2022
Print Name of Agency Representative Initiating Request	Date

Signature of Agency Head Authorizing Request

Mike Dzyak Print Name of Agency Head Authorizing Request

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

06/29/2022

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:

enter Q. O

Administrator, Purchasing Division or Designee

Page 4

Cindy L. Stoeffler

From: Sent: To: Subject:

Importance:

Dennis Pinkerton Wednesday, June 29, 2022 10:55 AM Brandi L. Salisbury; Brandilyn Baxter FW: Confirmation of CIN Submission

Low

n Baxter bmission CIN Acknowledgment





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

<u>BA(s):</u> 3816

Primary POC: Dennis Pinkerton

IT POC: Danny Brennan

. K

Investment Name: Fire Trex

8.

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 representitive 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26802

								Legal Entity Name:		All Star Custom Hay, LLC	
	Agenc	y Name:	DEPA	RTME	NT OF	WILD	LIFE	Contractor N	Name:	All Star Custom Hay, LLC	
	Agenc	y Code:	702					Address:		600 Western Hills #10	
	Appro	priation Unit:	4467-	13							
	ls bud availat	get authority ble?:		Y	(es			City/State/Z	ip	Spring Creek, NV 89815	
	lf "No"	please expla	ain: No	t Appli	cable			Contact/Pho	one:	Josh Smith 775-397-7570	
								Vendor No.:	:	T29044847A	
								NV Busines	s ID:	NV20212078981	
	To what	at State Fisc	al Year	(s) will	the co	ntract b	e charged?	2023-2025			
	What i the co	s the source ntractor will b	of fund be paid	ls that by mu	will be tiple fu	used to nding s	o pay the contractor pay the con	ctor? Indicate	the per	centage of each funding source if	
		General Fu	nds	0.00	%		Fees	0.00 %			
	Х	Federal Fu	nds	75.00	%		Bonds	0.00 %			
		Highway Fu	unds	0.00	%	Х	Other funding	25.00 %	Sports	man	
	Agenc	y Reference	#:	#23-1	9						
2.	Contra	act start date:									
	a. Eff Exa	ective upon E aminer's app	Board o roval?	f	No	or b.	other effective	date 10/1	0/2022		
	A	nticipated B	OE mee	eting da	ate	11/2	022				
	Retroa	active?			No						
	If "Yes	s", please exp	olain								
		pplicable									
3.	Termir	nation Date:		12/31/	2024						
	Contra	act term:		2 yeai	s and	83 day	/S				
Л	Type	of contract:		Contr							
ч.		act descriptio	n.		or Ren	fal					
_		•		mact		u					
5.	_	se of contrac									
										geland and emergency wildfire seding efforts after wildfires.	
6.	NEW (CONTRACT									

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):

Image 3 Equipment 1 is Snipy b. Soliciation 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 No \$50,000? \$50,000?

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No	If "Voc"	nloaco	ovolain	
NO	If "Yes",	please	explain	

Not Applicable

No

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

If "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	nroble1	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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26790

							Legal Entity Name:		VYA CONSERVATION DISTRICT
	Agency Name: DE	EPARTI			IFE		Contractor N	lame:	VYA CONSERVATION DISTRICT
	Agency Code: 70						Address:		VYA SOIL & WATER CONSERVATION
	Appropriation Unit: 44	467-14							221 W 8TH ST
	Is budget authority available?:		Yes				City/State/Zi	р	ALTURAS, CA 96101-3215
	If "No" please explain:	: Not Ap	plicable				Contact/Pho	ne:	Tony Stobiecki 775/557-4001
							Vendor No.:		T81000357
							NV Business	BID:	GOVERNMENT ENTITY
	To what State Fiscal Y	Year(s)	will the co	ntract b	e charged	1?	2023-2027		
	What is the source of f the contractor will be p					contrac	tor? Indicate	the per	centage of each funding source if
	General Funds	s 0	.00 %	Х	Fees		100.00 %	Habita	t Conservation Fee
	Federal Funds	s 0	.00 %		Bonds		0.00 %		
	Highway Fund	ls 0	.00 %		Other fu	nding	0.00 %		
	Agency Reference #:	23-	16						
2.	Contract start date:								
	a. Effective upon Boa Examiner's approva	ard of /al?	No	or b.	other effe	ective d	ate 10/1	0/2022	
	Anticipated BOE	meeting	g date	10/2	022				
	Retroactive?		No						
	If "Yes", please explain	in							
	Not Applicable								
3.	Termination Date:	09/	30/2026						
	Contract term:	3 у	ears and	356 da	ys				
4.	Type of contract:	Inte	erlocal A	greeme	ent				
	Contract description:	На	bitat Imp	roveme	ent				
5.	Purpose of contract:								
	projects on private a	and pub	lic lands	where	Vya Cons	servati	on District (\	/CD) h	accomplish habitat improvement as the technical knowledge, expertise, nave the ability to conduct.
6.	NEW CONTRACT								
	The maximum amount	t of the	contract f	or the te	erm of the	contra	ct is: \$40,00	0.00	
JI	JSTIFICATION								
7.	What conditions requir	re that t	his work l	be done	?				
	Habitat degradation wi	vithin the	jurisdicti	on of VO	CD.				
8.	Explain why State emp	ployees	in your a	gency o	or other St	ate age	encies are not	t able t	o do this work:
	NDOW employees do chainsaws for PJ treat	not hav tments.	e the kno	wledge	or certific	ations am ban	for much of th k restoration.	ne work and re	c such as herbicide application, use of lationships with private landowners where lot the habitat improvement projects.
9.	Were quotes or propos	sals sol	cited?				No		
	Was the solicitation (R Division?	RFP) doi	ne by the	Purcha	sing		No		
	a. List the names of ve	endors t	hat were	solicited	d to submi	it propo	sals (include	at leas	st three):
	Not Applicable								
	b. Soliciation Waiver: I	Not Ap	olicable						

c. Why was this contractor chosen in preference to other?					
This vendor is another governmental ager	ICY.				
d. Last bid date:	Anticipated re-bid date:				
10. a. Does the contract contain any IT compo	onents? No				
b. Is the contract part of an IT investment \$50,000?	project over No				

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

No	If "Yes",	please	explain

Not Applicable

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

If "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

No

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

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26794

1	. Contract Number:	20794					
					Legal Entity Name:	Road Runners Club of America, Lake Tahoe Marathon Events	
	Agency Name:	DCNR -	PARKS DI	VISION	Contractor Name:	Road Runners Club of America, Lake Tahoe Marathon Events	
	Agency Code:	704			Address:	PO Box 20000	
	Appropriation Unit:	4162-00)				
	Is budget authority available?:		Yes		City/State/Zip	South Lake Tahoe, CA 96151	
	If "No" please expla	ain: Not	Applicable		Contact/Phone: Vendor No.:	Les Wright 530.559.2261	
					NV Business ID:	NV20222427450	
	To what State Fisca	al Voar(s) will the co	ntract be charged?	2023	1020222421430	
				•		rcentage of each funding source if	
	the contractor will b	be paid b	v multiple fu	inding sources.		rcentage of each funding source in	
	X General Fu	•	0.00 %	Fees	0.00 %		
	Federal Fur		0.00 %	Bonds	0.00 %		
	Highway Fu		0.00 %	Other funding	0.00 %		
0	0 1						
2	 Contract start date: a. Effective upon E 		No	or b. other effective of	late 10/14/202 2		
	Examiner's app	roval?	NO	of b. other enective t			
	Anticipated B		ing date	10/2022			
	Retroactive?		No				
	If "Yes", please exp	lain					
	Not Applicable						
~							
3	. Termination Date:	-	0/16/2022				
	Contract term:	2	days				
4	. Type of contract:		Revenue Co				
	Contract descriptio	n: R	Revenue Co	ontract			
5	. Purpose of contrac	t:					
	This is a new reve	enue con	tract to allo	ow the vendor to host	three runs through	n Sand Harbor State Park.	
6	. NEW CONTRACT						
	The maximum amo	ount of the	e contract fo	or the term of the contra	act is: \$10,000.00		
-	USTIFICATION						
7	. What conditions re		t this work b	e done?			
	Commercial Specia						
8				gency or other State ag		to do this work:	
	Nevada State Parks does not have the time or the expertise to accomplish						
9	. Were quotes or pro	posals s	olicited?		No		
	Was the solicitatior Division?	n (RFP) d	lone by the	Purchasing	No		
	a. List the names o	f vendors	s that were	solicited to submit prop	osals (include at leas	st three):	
	Not Applicable						
	b. Soliciation Waive	er: Not A	pplicable				
	c. Why was this co	ntractor o	chosen in pr	eference 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26831

							Legal Entity Name:	Weddings & Events by Emily LLC
	Agency Name:		R - PARK		SION	I	Contractor Name:	Weddings & Events by Emily LLC
	Agency Code:	704					Address:	2040 Nightrider Drive
	Appropriation Unit:	4162-	00					U
	Is budget authority available?:		Ye	es			City/State/Zip	Las Vegas, NV 89134
	If "No" please expla	ain: No	t Applica	able			Contact/Phone:	Emily Tansey 702-683-7288
							Vendor No.:	
							NV Business ID:	NV20151195977
	To what State Fisca	al Year	(s) will th	e cont	ract b	e charged?	2023-2024	
	What is the source the contractor will b	of func be paid	ls that wi by multi	ll be us ble fund	sed to ding s	pay the contraction ources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fur		0.00 %	, 0	Х	Fees	100.00 % USER	RFEES, RGL 3842
	Federal Fur	nds	0.00 %			Bonds	0.00 %	
	Highway Fu	unds	0.00 %	0		Other funding	0.00 %	
2.	Contract start date:							
	a. Effective upon B Examiner's appr	Board c roval?	of	No c	orb.	other effective of	date 09/29/2022	2
	Anticipated BC	DE me	eting date	е	10/2	022		
	Retroactive?		N	0				
	If "Yes", please exp	olain						
	Not Applicable							
3.	Termination Date:		12/31/2	023				
	Contract term:		1 year a	and 93	days			
4.	Type of contract:		Revenu	e Con	tract			
	Contract description	n:	Revenu	e Con	tract			
5.	Purpose of contract	t:						
	· · · · · · · · · · · · · · · · · · ·		tract is t	o pern	nit ve	ndor to conduc	ct commercial wed	ding ceremonies within Valley of Fire
6.	NEW CONTRACT							
-	The maximum amo	ount of	the contr	act for	the te	erm of the contra	act is: \$10,000.00	
J	JSTIFICATION							
7.	What conditions rec							
	The vendor will be o	conduc	ting wed	lding ce	eremo	onies within the	park.	
8.	Explain why State e	employ	ees in yo	our age	ncy o	r other State ag	encies are not able	to do this work:
	This is a revenue co	ontract						
9.	Were quotes or pro	posals	solicited	?			No	
	Was the solicitation	n (RFP)	done by	the Pu	urcha	sing	No	
	Division?	fundad					aaala (in aluda at laa	
	a. List the names of Not Applicable		ns that v		ncited		usais (include at lea	ວເພາຍຍ).
	b. Soliciation Waive	ar Not	Applica	hle				
	c. Why was this cor				erenc	e to other?		
	N/A		. 51100011	p.o.	510110			
	d. Last bid date:				An	ticipated 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26815

		20013					
						Legal Entity Name:	B & T SALES & SERVICE INC
	Agency Name:	DCNR	- PARKS DI	VISION	I	Contractor Name:	B & T SALES & SERVICE INC
	Agency Code:	704				Address:	595 SPICE ISLAND DR STE 1
	Appropriation Unit:	4605-0	6				
	Is budget authority available?:		Yes			City/State/Zip	SPARKS, NV 89431-7137
	If "No" please expla	ain: Not	Applicable			Contact/Phone:	775/322-4128
						Vendor No.:	T27040672
						NV Business ID:	NV19921023868
	To what State Fisca	•	,		•	2023-2024	
	What is the source the contractor will b	of funds be paid b	s that will be by multiple fu	used to Inding s	o pay the contrac sources.	tor? Indicate the per	rcentage of each funding source if
	X General Fu	nds	97.20 %	Х	Fees	2.80 % MAIN	TENANCE OF STATE PARKS
	Federal Fur		0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %		Other funding	0.00 %	
2	2. Contract start date:	:					
	a. Effective upon E	Board of	No	or b.	other effective d	late 09/26/2022	2
	Examiner's appr Anticipated BC		ting data	10/2	022		
	•		•	10/2	022		
	Retroactive?		No				
	If "Yes", please exp Not Applicable	Jan					
	3. Termination Date:		09/30/2023				
	Contract term:		1 year and 4	ldavs			
			-	r uu y 3			
2	 Type of contract: Contract description 		Contract Service con	tract			
,	•			liact			
:	5. Purpose of contract		renlace old	failing	fuel numps at l	Lahontan State Red	creation Area
			replace olu	lanny			
ť	 NEW CONTRACT The maximum amo 	what of th	oo contract f	or tha ta	orm of the contra	ot ic: \$92 216 94	
						οι 15. φο2,310.04	
	JUSTIFICATION						
7	7. What conditions rec				?]
	Fuel pumps are out						
8	3. Explain why State e						o do this work:
	Nevada State Parks			experti	se to perform this		
ę	Were quotes or pro	•				Yes	
	Was the solicitation Division?	n (RFP)	done by the	Purcha	sing	No	
	a. List the names of	f vendoi	rs that were	solicited	d to submit propo	osals (include at leas	st three):
	Franzen Hill						
	George Herbst LA Perks						
	B&T Sales & Servic Fast Teck	ce					
	b. Soliciation Waive	er Not Z	Applicable				
	c. Why was this cor			eferenc	ce to other?		
	,		····P·				

B & T Sales & Service was the o d. Last bid date:	Anticipated re	
	·	
 a. Does the contract contain any b. Is the contract part of an IT inv 	•	No No
\$50,000?		
III. OTHER INFORMATION		
11. Is there an Indirect Cost Rate or	Percentage Paid to the 0	Contractor?
	vide the Indirect Cost Ra	te or Percentage Paid to the Contractor
Not Applicable		
employee of the State of Nevada	a?	vada or will the contracted services be performed by a current
Νο		
 b. Was the contractor formerly energy performed by someone formerly No 	mployed by the State of I employed by the State o	Nevada within the last 24 months or will the contracted services be f Nevada within the last 24 months?
	any of Novada's political	subdivisions or by any other government?
No If "Yes", please exp	•	subdivisions of by any other government?
Not Applicable		
13. Has the contractor ever been en	gaged under contract by	any State agency?
No If "Yes", specify wh		and indicate if the quality of service provided to the identified
Not Applicable		
14. Is the contractor currently involve	ed in litigation with the St	ate of Nevada?
No If "Yes", please pro	vide details of the litigation	on and facts supporting approval of the contract:
Not Applicable		
15. The contractor is registered with Nevada Corporation	the Nevada Secretary of	State's Office as a:
16. a. Is the Contractor Name the sa Yes	me as the legal Entity Na	ame?
17. a. Does the contractor have a cu Yes	rrent Nevada State Busi	ness License (SBL)?
18. a. Is the legal entity active and in Yes	good standing with the	Nevada Secretary of State's Office?
19. Agency Field Contract Monitor: Charlie Wells, Facility Manage	r 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
	I state the state of the state	00/44/0000 00:00:00 004
Contract Manager Approval	kcopelan	09/14/2022 09:29:26 AM
Contract Manager Approval Budget Analyst Approval	kcopelan jpeat	09/14/2022 09:29:26 AM 09/26/2022 08:30:17 AM

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

I. DESCRIPTION OF CONTRACT

DESCR		CONTRACT				
1. Cont	ract Number:	22013		Amendment Number:	5	
				Legal Entity Name:	GANNETT FLEMING INC	C
Agen	ncy Name:	DCNR - DIVISION (RESOURCES	OF WATER	Contractor Name:	GANNETT FLEMING IN	C
-	ncy Code:	705		Address:	585 W. 500 S., SUITE 25	0
• •	opriation Unit:	4171-15				
ls bu availa	dget authority able?:	Yes		City/State/Zip	BOUNTIFUL, UT 84010	
lf "No	o" please expla	ain: Not Applicable		Contact/Phone:	Gregory Richards 717/82	7-7207
				Vendor No.:	T32009199	
To w	hat State Fisc	al Year(s) will the cor	ntract be charged?	NV Business ID: 2020-2024	NV19931034047	
What	t is the source	of funds that will be	used to pay the contract		rcentage of each funding s	ource if
the c	ontractor will b	e paid by multiple fu	nding sources.		5 5	
Х	General Fu	nds 100.00 %	Fees	0.00 %		
	Federal Fur	nds 0.00 %	Bonds	0.00 %		
	Highway Fu	inds 0.00 %	Other funding	0.00 %		
2. Cont	ract start date:					
a. Ei Ei	ffective upon E xaminer's app	Board of No roval?	or b. other effective of	date 07/09/2019)	
	Anticipated B	DE meeting date	10/2022			
	pactive?	No				
	es", please exp	olain				
Not /	Applicable					
3. Previ Term	iously Approve iination Date:	ed 07/01/2023				
Cont	ract term:	3 years and	358 days			
4. Туре	of contract:	Contract				
Cont	ract descriptio	n: South Fork I	Eng Svcs			
5. Purp	ose of contrac	t:				
mana outli	agement of S ned in Task C	outh Fork Dam. This	s amendment increas	es the maximum a	ngineering services for t mount from \$855,192 to s ruction observation of the	\$953,472 as
6. CON	TRACT AMEN	IDMENT				
			Trans	Info Acc	um \$ Action Accur	n \$Agenda
1.	The max am contract:	ount of the original	\$90,000.00	90,00	00.00 \$90,000	.00 Yes - Action
	a. Amendme	ent 1:	\$25,000.00) \$25,00	00.00 \$25,000	.00 Yes - Info
	b. Amendme	ent 2:	\$424,341.00	\$424,34	\$449,341	.00 Yes - Action
	c. Amendme	ent 3:	\$17,260.00) \$17,26	\$0.00 \$17,260	.00 Yes - Info
	d. Amendme	ent 4:	\$298,591.00) \$298,59	91.00 \$315,851	.00 Yes - Action
2.	Amount of c (#5):	urrent amendment	\$98,280.00) \$98,28	30.00 \$98,280	.00 Yes - Info
3.	New maximi amount:	um contract	\$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 propo	osals (include at least three):
	b. Soliciation Waiver: Not Applicable		
	c. Why was this contractor chosen in preference to other?		
	Vendor was chosen based on committee proposal review using highest average score from the review committee.	g pre-c	letermined evaluation criteria. This vendor received the
	d. Last bid date: 03/07/2019 Anticipated re-bid d	late:	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?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

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)?

User

sweb4

Yes

18. 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

Division Approval Department Approval Contract Manager Approval Budget Analyst Approval sweb4 kwilliam sweb4 jpeat 09/09/2022 08:06:24 AM 09/12/2022 14:48:47 PM 09/12/2022 15:02:34 PM 09/21/2022 10:37:50 AM

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

DESCRIPTION OF CONTRACT Ι. 1 1. Contract Number: 21323 Amendment Number: Legal Entity CREICO ENTERPRISES, LLC Name: Agency Name: **DCNR - FORESTRY DIVISION** Contractor Name: **CREICO ENTERPRISES, LLC** Agency Code: 706 Address: **3184 ENFIELD AVE** Appropriation Unit: 4195-07 Is budget authority Yes City/State/Zip ELKO, NV 89801-2428 available?: 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. Х General Funds 100.00 % Fees 0.00 % Federal Funds 0.00 % Bonds 0.00 % Highway Funds 0.00 % Other funding 0.00 % NDF 19-014 Agency Reference #: Contract start date: a. Effective upon Board of No or b. other effective date 12/10/2018 Examiner's approval? Anticipated BOE meeting date 09/2022 Retroactive? No If "Yes", please explain Not Applicable 11/01/2022 3. Previously Approved Termination Date: 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 \$ Agenda Info Accum \$ Action Accum \$ \$45,000.00 1. The max amount of the original \$45,000.00 \$45,000.00 Yes - Info contract: 2. \$50,000.00 \$50,000.00 \$95,000.00 Amount of current amendment Yes - Info (#1): \$95,000.00 3. New maximum contract amount: JUSTIFICATION П.

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:

65

	State employees do not have the ex	xpertise to perform this se	rvice.							
9	. Were quotes or proposals solicited?	?	Yes							
	Was the solicitation (RFP) done by the Purchasing No									
		Division? a. List the names of vendors that were solicited to submit proposals (include at least three):								
	b. Soliciation Waiver: Not Applicat									
	c. Why was this contractor chosen i		_							
	Creico Enterprises, LLC is the only d. Last bid date:	Anticipated re-bio								
10	. a. Does the contract contain any IT	·	No							
10	b. Is the contract part of an IT inves \$50,000?	•	No							
III. (OTHER INFORMATION									
11	. Is there an Indirect Cost Rate or Pe	rcentage Paid to the Cont	ractor?							
	No If "Yes", please provid	e the Indirect Cost Rate o	r Percentage Paid to the Contractor							
10	Not Applicable									
12	. a. Is the contractor a current employ employee of the State of Nevada? No	yee of the State of Nevada	a or will the contracted services be performed by a current							
		loved by the State of Neva	ada within the last 24 months or will the contracted services be							
	performed by someone formerly en	ployed by the State of Ne	vada within the last 24 months?							
	Νο									
		• •	pdivisions or by any other government?							
	No If "Yes", please explai	n								
13	. Has the contractor ever been engage	red under contract by any	State agency?							
15		and for which agency and	I indicate if the quality of service provided to the identified							
	Not Applicable									
14	. Is the contractor currently involved	in litigation with the State	of Nevada?							
		e details of the litigation a	nd facts supporting approval of the contract:							
	Not Applicable									
15	. The contractor is registered with the LLC	e Nevada Secretary of Sta	ite's Office as a:							
16	. a. Is the Contractor Name the same Yes	e as the legal Entity Name	?							
17	7. a. Does the contractor have a current Nevada State Business License (SBL)? Yes									
18	8. 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							
		dsorense	09/26/2022 15:49:01 PM							
	Division Approval	do o vo o c -	00/00/0000 45.40.04 DM							
	Division Approval Department Approval Contract Manager Approval	dsorense rmorse	09/26/2022 15:49:04 PM 09/26/2022 15:50:51 PM							

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

I. DESCRIPTION OF CONTRACT 2 1. Contract Number: 22200 Amendment Number: Legal Entity Nevada Department of Wildlife Name: Agency Name: **DCNR - FORESTRY DIVISION** Contractor Name: Nevada Department of Wildlife Agency Code: 706 Address: 6980 Sierra Center Parkway Appropriation Unit: 4195-00 Suite 120 Is budget authority Yes City/State/Zip Reno, NV 89511 available?: If "No" please explain: Not Applicable Contact/Phone: Jody Wilkinson 775-688-1402 Vendor No.: **NV Business ID:** Governmental Entity 2020-2023 To what State Fiscal Year(s) will the contract be charged? What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. 0.00 % General Funds 0.00 % Fees **Federal Funds** 0.00 % Bonds 0.00 % Highway Funds 0.00 % Х Other funding 100.00 % Revenue NDF19-052 Agency Reference #: Contract start date: a. Effective upon Board of No or b. other effective date 09/16/2019 Examiner's approval? Anticipated BOE meeting date 11/2022 Retroactive? No If "Yes", please explain Not Applicable 3. Previously Approved 06/30/2023 Termination Date: 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 \$40,000.00 \$40,000.00 \$40,000.00 Yes - Info contract: a. Amendment 1: \$40,000.00 \$40,000.00 \$80,000.00 Yes - Action 2. Amount of current amendment \$80,000.00 \$80,000.00 \$80,000.00 Yes - Info (#2): New maximum contract \$160,000.00 3. amount: **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 betw	veen state agencies utilizing	g state employees and equipment.						
9.	Were quotes or proposals solicited?)	No						
	Was the solicitation (RFP) done by the Purchasing No Division?								
	a. List the names of vendors that we	a. List the names of vendors that were solicited to submit proposals (include at least three):							
	Not Applicable	_							
	b. Soliciation Waiver: Not Applicab								
	c. Why was this contractor chosen in	n preference to other?							
	d. Last bid date:	Anticipated re-bid	date:						
10.	a. Does the contract contain any \ensuremath{IT}	•	No						
	b. Is the contract part of an IT inves \$50,000?	tment project over	No						
	OTHER INFORMATION								
11.	Is there an Indirect Cost Rate or Pe	0							
		e the Indirect Cost Rate or	Percentage Paid to the Contractor						
12.	Not Applicable a. Is the contractor a current employ employee of the State of Nevada?	yee of the State of Nevada	or will the contracted services be performed by a current						
	Νο								
	b. Was the contractor formerly employerformed by someone formerly em	loyed by the State of Nevad ployed by the State of Nev	da within the last 24 months or will the contracted services be ada within the last 24 months?						
	Νο								
	c. Is the contractor employed by any	y of Nevada's political subd	ivisions 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 engage		•						
	Yes If "Yes", specify when agency has been verif		ndicate if the quality of service provided to the identified						
	NDF and NDOW currently have an		es which expired June 30, 2019.						
14.	Is the contractor currently involved i		· · ·						
	-	•	d facts supporting approval of the contract:						
	Not Applicable								
15.	The contractor is not registered with Governmental Entity	the Nevada Secretary of S	State's Office because the legal entity is a:						
16	Not Applicable								
	Not Applicable								
18.	Not Applicable								
	Agency Field Contract Monitor:								
	Contract Status:								
20.	Contract Approvals:								
	Approval Level	User	Signature Date						
	Budget Account Approval	hedmonds	09/13/2022 22:52:44 PM						
	Division Approval	dsorense	09/14/2022 08:27:04 AM						
	Department Approval	dsorense	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						

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26799

				Legal Entity Name:	Thriving Roots, LLC
	Agency Name: DO	CNR - FOREST	RY DIVISION	Contractor Name:	Thriving Roots, LLC
	Agency Code: 70	06		Address:	P. O. Box 302
	Appropriation Unit: 42	235-10			
	Is budget authority available?:	Yes		City/State/Zip	Silver City, NV 89428
	If "No" please explain:	: Not Applicable		Contact/Phone:	Jacob B. O'Farrell 775-450-7396
				Vendor No.:	T29046002
				NV Business ID:	NV20212096971
	To what State Fiscal Y	Year(s) will the c	ontract be charged?	2023-2027	
	What is the source of t the contractor will be p			tor? Indicate the per	rcentage of each funding source if
	X General Funds	s 100.00 %	Fees	0.00 %	
	Federal Funds	s 0.00 %	Bonds	0.00 %	
	Highway Fund	ls 0.00 %	Other funding	0.00 %	
	Agency Reference #:	NDF23-004	ļ.		
2.	Contract start date:				
	a. Effective upon Boa Examiner's approva	ard of No val?	or b. other effective d	late 09/20/2022	2
	Anticipated BOE	meeting date	09/2022		
	Retroactive?	No			
	If "Yes", please explain	in			
	Not Applicable				
3.	Termination Date:	09/30/2026			
	Contract term:	4 years an	d 11 days		
4.	Type of contract:	Contract			
	Contract description:	Nursery M	aintenance		
5.	Purpose of contract:				
	This is a new contrac	ct to provide er	nergency repairs as nee	eded to facilities at	the Washoe Valley Nursery.
6.	NEW CONTRACT				
	The maximum amount	t of the contract	for the term of the contra	ct is: \$90,000.00	
	USTIFICATION				
7.	What conditions requir				
	Facility related emerge related liabilities. This	ency and non-er contract will allo	nergency conditions may ow the division to address	these situations ex	attention to address safety and health peditiously.
8.	Explain why State emp	ployees in your	agency or other State age	encies are not able t	to do this work:
	State employees do no	ot possess the k	nowledge or expertise to	perform these servi	ices.
9.	Were quotes or propos	sals solicited?		Yes	
	Was the solicitation (R Division?	RFP) done by the	e Purchasing	No	
	a. List the names of ve	endors that were	e solicited to submit propo	osals (include at leas	st three):
	Ponderosa Roofing Thriving Roots, LLC				
	East Fork Roofing				
	b. Soliciation Waiver: I c. Why was this contra				

	nd the State.						
d. Last bid date: 08/15/2022	•	re-bid date: 02/16/2026					
0. a. Does the contract contain any IT	•	No					
b. Is the contract part of an IT inve \$50,000?	stment project over	No					
OTHER INFORMATION							
1. Is there an Indirect Cost Rate or P	ercentage Paid to the	Contractor?					
No If "Yes", please provide the Indirect Cost Rate or Percentage Paid to the Contractor							
Not Applicable							
12. a. Is the contractor a current employee of the State of Nevada? No	oyee of the State of N	levada or will the contracted services be performed by a current					
b. Was the contractor formerly em	ploved by the State of	f Nevada within the last 24 months or will the contracted services be					
performed by someone formerly en	mployed by the State	of Nevada within the last 24 months?					
c. Is the contractor employed by an No If "Yes", please expla	•	al subdivisions or by any other government?					
Not Applicable							
13. Has the contractor ever been enga	•						
agency has been ver		cy and indicate if the quality of service provided to the identified					
Not Applicable							
14. Is the contractor currently involved in litigation with the State of Nevada?							
-	•						
No If "Yes", please provi	•	tion and facts supporting approval of the contract:					
No If "Yes", please provin Not Applicable	de details of the litiga	tion and facts supporting approval of the contract:					
No If "Yes", please provin Not Applicable	de details of the litiga	tion and facts supporting approval of the contract:					
NoIf "Yes", please providNot Applicable5. The contractor is registered with the LLC	de details of the litigation	tion and facts supporting approval of the contract: of State's Office as a:					
No If "Yes", please provid Not Applicable 5. The contractor is registered with the LLC 6. a. Is the Contractor Name the same Yes	de details of the litigation ne Nevada Secretary of ne as the legal Entity N	tion and facts supporting approval of the contract: of State's Office as a: Name?					
No If "Yes", please provid Not Applicable 15. The contractor is registered with the LLC 16. a. Is the Contractor Name the same Yes 17. a. Does the contractor have a curre Yes	de details of the litigation ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus	tion and facts supporting approval of the contract: of State's Office as a: Name? siness License (SBL)?					
No If "Yes", please provid Not Applicable 5. The contractor is registered with the LLC 6. a. Is the Contractor Name the same Yes 7. a. Does the contractor have a curre Yes 8. a. Is the legal entity active and in generative of Yes	de details of the litigation ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the	tion and facts supporting approval of the contract: of State's Office as a: Name? siness License (SBL)?					
No If "Yes", please provid Not Applicable 5. The contractor is registered with the LLC 6. a. Is the Contractor Name the same Yes 7. a. Does the contractor have a curre Yes 8. a. Is the legal entity active and in generative of Yes 9. Agency Field Contract Monitor: Amy Bray, Conservation Aid 3 20. Contract Status:	de details of the litigation ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the	tion and facts supporting approval of the contract: of State's Office as a: Name? siness License (SBL)?					
No If "Yes", please provid Not Applicable . 5. The contractor is registered with the LLC . 6. a. Is the Contractor Name the same Yes . 7. a. Does the contractor have a curre Yes . 8. a. Is the legal entity active and in generative of Yes . 9. Agency Field Contract Monitor: Amy Bray, Conservation Aid 3 .	de details of the litigation ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the	tion and facts supporting approval of the contract: of State's Office as a: Name? siness License (SBL)?					
No If "Yes", please provid Not Applicable 5. The contractor is registered with the LLC 6. a. Is the Contractor Name the same Yes 17. a. Does the contractor have a curre Yes 18. a. Is the legal entity active and in generative of Yes 19. Agency Field Contract Monitor: Amy Bray, Conservation Aid 3 20. Contract Status: Contract Approvals:	de details of the litigat ne Nevada Secretary of ne as the legal Entity N ent Nevada State Bus good standing with the Ph: 775-687-0688	tion and facts supporting approval of the contract: of State's Office as a: Name? siness License (SBL)? e Nevada Secretary of State's Office?					
No If "Yes", please provid Not Applicable 5. The contractor is registered with the LLC 6. a. Is the Contractor Name the same Yes 7. a. Does the contractor have a curre Yes 8. a. Is the legal entity active and in generative of Yes 9. Agency Field Contract Monitor: Amy Bray, Conservation Aid 3 20. Contract Status: Contract Approvals: Approval Level	de details of the litigat ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the Ph: 775-687-0688 User	tion and facts supporting approval of the contract: of State's Office as a: Name? siness License (SBL)? e Nevada Secretary of State's Office? Signature Date					
No If "Yes", please provid Not Applicable 5. The contractor is registered with the LLC 6. a. Is the Contractor Name the same Yes 7. a. Does the contractor have a curre Yes 8. a. Is the legal entity active and in generative set of the State	de details of the litigat ne Nevada Secretary of ne as the legal Entity N rent Nevada State Bus good standing with the Ph: 775-687-0688 User hedmonds dsorense dsorense	tion and facts supporting approval of the contract: of State's Office as a: Name? siness License (SBL)? e Nevada Secretary of State's Office? Signature Date 09/13/2022 22:48:15 PM 09/14/2022 08:25:58 AM 09/14/2022 10:06:38 AM					
No If "Yes", please provid Not Applicable 15. The contractor is registered with the LLC 16. a. Is the Contractor Name the same Yes 17. a. Does the contractor have a curre Yes 18. a. Is the legal entity active and in generative Section And Section And Section And Section And Section And Section Approval Level Budget Account Approval	de details of the litigat ne Nevada Secretary of ne as the legal Entity N ent Nevada State Bus good standing with the Ph: 775-687-0688 User hedmonds dsorense	tion and facts supporting approval of the contract: of State's Office as a: Name? siness License (SBL)? e Nevada Secretary of State's Office? Signature Date 09/13/2022 22:48:15 PM 09/14/2022 08:25:58 AM					

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26768

	Contract Number.	20100					
						Legal Entity Name:	IMPACT CONSTRUCTION
	Agency Name:	DCNR	- STATE L	ANDS		Contractor Name:	IMPACT CONSTRUCTION
	Agency Code:	707				Address:	PO BOX 59
	Appropriation Unit:	4200-1	2				
	Is budget authority available?:		Yes			City/State/Zip	GARDNERVILLE, NV 89410-0059
	If "No" please expla	ain: Not	Applicable			Contact/Phone:	ZACKARY DOANE 775/783-7693
						Vendor No.:	T29038858A
						NV Business ID:	NV20161734184
	To what State Fisca				-	2023-2024	
	What is the source the contractor will b					ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00 %		Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %	Х	Other funding	100.00 % Exces TRPA	s Coverage Mitigation Funds from
2	Contract start data:						
Ζ.	Contract start date: a. Effective upon B		No	or h	other effective o	date 09/21/2022	
	Examiner's appr		NO	U D			
	Anticipated BC	DE mee	ting date	09/2	2022		
	Retroactive?		No				
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date:		09/15/2023				
	Contract term:	:	359 days				
4	Type of contract:		Contract				
	Contract description		Road excav	/ation			
5.	Purpose of contract						
0.	This is a new cont	ract to	provide roa	ad exca	vation, compos	st, and contouring	and in order to restore the land to its
		ouglas (County, AP	N 1318	-26-501-004, 17.	3 Granite Springs L	Drive, Stateline NV 89449.
6.							
	The maximum amo					. ,	
	Other basis for payl	ment: \$	14,500 iump	o sum w	nii be paid to the	vendor when service	es are complete.
J	USTIFICATION						
7.	What conditions rec	quire tha	at this work	be done	e?		
	allows for the estab As part of the above	lishmer e statuto	nt and mana	gement es, land	of programs to s or interests in	preserve, enhance a lands are periodicall	minister State Lands, and NRS 321.5953 and restore lands in the Lake Tahoe Basin. y acquired and restored by the Division of estoring the parcel to a natural condition.
8.	Explain why State e	employe	es in your a	igency (or other State ag	encies are not able t	to do this work:
							equipment necessary to perform these

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):

10 Construction 11 C							
4G Construction, LLC Impact Construction							
Clauss Excavation, Inc.							
Ferguson Excavating, Inc.	- h -						
b. Soliciation Waiver: Not Applic							
c. Why was this contractor chose							
Out of 96 vendors solicited, this v	-						
d. Last bid date: 08/11/202	22 Anticipated	re-bid date:					
10. a. Does the contract contain any	•	No					
b. Is the contract part of an IT inv \$50,000?	estment project over	No					
I. OTHER INFORMATION							
11. Is there an Indirect Cost Rate or I	Percentage Paid to the	e Contractor?					
	-	Rate or Percentage Paid to the Contractor					
Not Applicable		u u					
	loyee of the State of N	levada or will the contracted services be performed by a current					
employee of the State of Nevada	?						
Νο							
b. Was the contractor formerly en performed by someone formerly e	nployed by the State o employed by the State	f Nevada within the last 24 months or will the contracted services be of Nevada within the last 24 months?					
Νο							
	•	al subdivisions or by any other government?					
No If "Yes", please expl	lain						
Not Applicable							
13. Has the contractor ever been eng	gaged under contract b	by any State agency?					
No If "Yes", specify whe	en and for which agen	cy and indicate if the quality of service provided to the identified					
	erified as satisfactory:						
Not Applicable							
14. Is the contractor currently involve	•						
	vide details of the litigation	tion and facts supporting approval of the contract:					
Not Applicable							
-	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 sar Yes	me as the legal Entity	Name?					
17. a. Does the contractor have a cur Yes	rrent Nevada State Bu	siness License (SBL)?					
18. a. Is the legal entity active and in Yes	good standing with the	e Nevada Secretary of State's Office?					
19. Agency Field Contract Monitor: Chris LaCasse, Environmental	Scientist III Ph [.] 7756	84-2725					
·		· · - ·					
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

Budget Analyst Approval

psmorr1

jpeat

09/13/2022 13:49:43 PM

09/21/2022 14:45:57 PM

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

I. DESCRIPTION OF CONTRACT

1.	Contra	act Number:	21689				Amendment Number:	3		
							Legal Entity Name:	The Law Of LLC	fices of Charles F	R. Zeh, Esq.,
	Agenc	cy Name:	B&I - I	NDUSTRIAI	RELA	TIONS DIV	Contractor Name:	The Law Of Esq., LLC	ffices of Charles	R. Zeh,
	-	cy Code: priation Unit:	742 4682-0)4			Address:		R ZEH ESQ ty St., Suite 950	
		get authority		Yes			City/State/Zip	Reno, NV 8	•	
	lf "No"	' please expla	ain: No	t Applicable			Contact/Phone:		edy, Legal Assist Zeh, Esq. 775-323	
							Vendor No.:	T29021118		
							NV Business ID:	NV1995101	1050	
	To wh	at State Fisca	al Year((s) will the co	ontract b	e charged?	2020-2023			
	What the co	is the source Intractor will b	of fund e paid	s that will be by multiple fu	used to unding s	o pay the contrac sources.	ctor? Indicate the pe	ercentage of e	ach funding sour	ce if
		General Fu	nds	0.00 %		Fees	0.00 %			
	Х	Federal Fur	nds	16.00 %		Bonds	0.00 %			
		Highway Fu	inds	0.00 %	Х	Other funding	84.00 % Work	ers' Compen	sation & Safety	Fund
	Agenc	y Reference	#:	4682-04						
2	Contra	act start date:								
	a. Eff	ective upon E aminer's appi	Board of	f No	or b.	other effective of	date 11/12/2019	9		
		Anticipated BC		tina date	09/2	022				
		•		U	00/2					
		active?		No						
		s", please exp	biain							
		pplicable								
3.	Previc Termii	ously Approve nation Date:		09/30/2022						
	Contra	act term:		3 years and	50 day	/S				
4.	Туре о	of contract:		Contract						
	Contra	act descriptio	n:	Legal Servi	ces					
5	Purpo	se of contrac	+ •	-						
5.				ent to the o	riginal	contract which	n provides ongoing	n logal servic	es to the Occup	ational
	Safety Decer	y and Health	Reviev 2 and i	w Board. The ncreases the	is amei	ndment extends	the termination d authority amount fr	ate from Sep	tember 30, 2022	to
6.	CONT	RACT AMEN		Т						
						Trans \$	5 Info Acc	cum \$	Action Accum \$	Agenda
	1.	The max am contract:	ount of	the original		\$450,000.00	\$450,00	00.00	\$450,000.00	Yes - Action
		a. Amendme	ent 1:			\$64,210.00	\$64,2	10.00	\$64,210.00	Yes - Action
		b. Amendme	ent 2:			\$48,000.00	\$48,0	00.00	\$48,000.00	Yes - Info
	2.	Amount of c (#3):	urrent a	amendment		\$31,807.00) \$31,80	07.00	\$79,807.00	Yes - Info
	3.	New maximu amount:	um cont	tract		\$594,017.00)			
		and/or the te the original o changed to:				12/31/2022	2			

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.

No No

9.	Were quotes or proposals solicited?
	Was the solicitation (RFP) done by the Purchasing Division?

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

Not Applicable

1

b. Soliciation 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 Applica	able		

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:

User jhanse4 jhanse4 jhanse4 jhanse4 bmacke1 Signature Date 09/30/2022 14:34:59 PM 09/30/2022 14:36:49 PM 09/30/2022 14:37:00 PM 09/30/2022 14:40:16 PM 09/30/2022 17:42:09 PM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26813

1. Contract Number:	26813			
			Legal Entity Name:	ADVANCED POWER PROTECTION INDUSTRIES
Agency Name:	DEPARTMENT OF MOTO VEHICLES	R (Contractor Name:	ADVANCED POWER PROTECTION INDUSTRIES
Agency Code:	810	A	Address:	25395 COPPER LEAF, CT.
Appropriation Unit:	4715-26			
Is budget authority available?:	Yes	(City/State/Zip	MURRIETA, CA 92563
If "No" please expl	ain: Not Applicable	(Contact/Phone:	DAVID FEIVELSON 866/975-2774
		١	Vendor No.:	PUR0005058
		١	NV Business ID:	NV20061744755
To what State Fisc	al Year(s) will the contract be	e charged? 2	2023	
What is the source the contractor will be	of funds that will be used to be paid by multiple funding s	pay the contracto ources.	or? Indicate the per	centage of each funding source if
General Fu	nds 0.00 %	Fees	0.00 %	
Federal Fu	nds 0.00 %	Bonds	0.00 %	
X Highway Fu	unds 100.00 %	Other funding	0.00 %	
2. Contract start date	:			
a. Effective upon I		other effective da	te 09/29/2022	
Examiner's app	roval?			
Anticipated B	OE meeting date 09/20)22		
Retroactive?	No			
lf "Yes", please ex	olain			
Not Applicable				
3. Termination Date:	04/30/2023			
Contract term:	213 days			
	-			
4. Type of contract:	Contract			
Contract descriptio	n: UPS Battery Replace	cem		
5. Purpose of contrac		_		
This is a new con thirty (30) UPS ba	tract to provide all labor, to tteries located within a Mit	ools, transportat subishi UPS bat	tion, equipment, a ttery cabinet.	nd materials necessary to replace
6. NEW CONTRACT				
The maximum amo	ount of the contract for the te	rm of the contract	t is: \$12,265.00	
JUSTIFICATION				
7. What conditions re	quire that this work be done	?		
		VRLA batteries th	hat are in need to b	be replaced, and the old batteries to be
disposed of proper	ly.			
8. Explain why State	employees in your agency o	r other State ager	ncies are not able to	o do this work:
We do not have an	y qualified State employees	in the area to con	mplete these servic	es.
9. Were quotes or pro	posals solicited?	Ň	Yes	
	RFP) done by the Purchas	sing	No	
a. List the names o	of vendors that were solicited	to submit propos	als (include at leas	t three):
Global Power Supp				
Cashman Equipme				
b. Soliciation Waive	••			
c. Why was this co	ntractor chosen in preferenc	e to other?		

	d. Last bid date:	Anticipated re	e-bid date:				
10.	a. Does the contract contain any l b. Is the contract part of an IT inve \$50,000?	•	No No				
C	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the C	Contractor?				
	No If "Yes", please provi	de the Indirect Cost Ra	te or Percentage Paid to the Contractor				
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada? No	oyee of the State of Nev	vada or will the contracted services be performed by a current				
	b. Was the contractor formerly emperformed by someone formerly e No	ployed by the State of N mployed by the State of	Nevada within the last 24 months or will the contracted services be f Nevada within the last 24 months?				
	No If "Yes", please expla	•	subdivisions or by any other government?				
	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 sam Yes	ne as the legal Entity Na	ame?				
17.	a. Does the contractor have a curr Yes	rent Nevada State Busir	ness License (SBL)?				
18.	a. Is the legal entity active and in g Yes	good standing with the N	Nevada Secretary of State's Office?				
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				
		asampso2	09/26/2022 10:10:19 AM				
	Contract Manager Approval Budget Analyst Approval	jpeat	09/29/2022 08:38:40 AM				

Ι.

CONTRACT SUMMARY

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

DESCRIPTION OF CONTRACT 2 1. Contract Number: 22259 Amendment Number: Legal Entity Anytime Plumbing, LLC Name: Agency Name: **DETR - REHABILITATION DIVISION** Contractor Name: Anytime Plumbing, LLC DBA ABES PLUMBING AIR REPAIR Agency Code: 901 Address: 4690 W Post Rd Ste 130 Appropriation Unit: 3253-10 Is budget authority Yes City/State/Zip Las Vegas, NV 89118-4345 available?: If "No" please explain: Not Applicable Contact/Phone: Scott Jester 702-362-9300 Vendor No.: PUR0005090 **NV Business ID:** NV20222570469 2020-2024 To what State Fiscal Year(s) will the contract be charged? What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. 0.00 % General Funds 0.00 % Fees **Federal Funds** 0.00 % Bonds 0.00 % Highway Funds 0.00 % Х Other funding 100.00 % Business Enterprise Set-Aside Agency Reference #: 3335-21-BEN Contract start date: a. Effective upon Board of No or b. other effective date 12/01/2019 Examiner's approval? Anticipated BOE meeting date 10/2022 Retroactive? No If "Yes", please explain Not Applicable 3. Previously Approved 11/30/2023 Termination Date: 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 \$ 1. The max amount of the original \$30,000.00 \$30,000.00 \$30,000.00 Yes - Info contract: a. Amendment 1: \$0.00 \$0.00 \$30,000.00 2. Amount of current amendment \$15,000.00 \$15,000.00 \$45,000.00 Yes - Info (#2): New maximum contract \$45,000.00 3. amount:

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.

Agenda

No

8.	B. 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	1?	Yes				
Was the solicitation (RFP) done by the Purchasing No Division?							
	a. List the names of vendors that were solicited to submit proposals (include at least three): Pure Plumbing AA Cassero Anytime Plumbing						
	b. Soliciation Waiver: Not Applica	ble					
	c. Why was this contractor chosen in preference to other?						
	Lowest cost proposal for 2 vendor						
	d. Last bid date: 07/01/2019	9 Anticipated re-bi	d date:	07/01/2023			
10.	a. Does the contract contain any I	Components?	No				
	b. Is the contract part of an IT inve	stment project over	No				
	\$50,000?						
III. C	OTHER INFORMATION						
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the Con	tractor?				
		•		age Paid to the Contractor			
	Not Applicable						
12.	a. Is the contractor a current employee of the State of Nevada?	byee of the State of Nevad	la or will t	ne contracted services be performed by a current			
	b. Was the contractor formerly emi	ployed by the State of New	vada withi	n the last 24 months or will the contracted services be			
	performed by someone formerly en	mployed by the State of Ne	evada wit	hin the last 24 months?			
	Νο						
	c. Is the contractor employed by an No If "Yes", please expla	•	bdivisions	or by any other government?			
	Not Applicable						
13.	Has the contractor ever been enga	• • •	, .				
	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						
17.	-	•		supporting approval of the contract:			
	Not Applicable						
15.	The contractor is not registered wit	th the Nevada Secretary o	f State's (Office because the legal entity is a:			
	Other Foreign Limited Liability Company						
40			- 0				
16.	a. Is the Contractor Name the sam Yes	ie as the legal Entity Name	Ξ?				
17.	a. Does the contractor have a curr Yes	ent Nevada State Busines	s License	(SBL)?			
18.	a. Is the legal entity active and in g Yes	good standing with the Nev	/ada Secr	etary of State's Office?			
19.	Agency Field Contract Monitor:						
20.	Contract Status:						
	Contract Approvals:						
	Approval Level	User	Signa	ure 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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26823

						Legal Entity Name:	Powell Window Cleaning
	Agency Name:	DETR -	REHABILI	ΓΑΤΙΟΙ	N DIVISION	Contractor Name:	Powell Window Cleaning
	Agency Code:	901				Address:	10306 Glacier Mist Ave
	Appropriation Unit:	3253-10					
	Is budget authority available?:		Yes			City/State/Zip	Las Vegas, NV 897149
	If "No" please expla	ain: Not A	Applicable			Contact/Phone:	Caden Powell 702-587-7487
						Vendor No.:	T32012787
						NV Business ID:	NV20151207236
	To what State Fisca	al Year(s)	will the co	ntract b	be charged?	2023-2027	
	What is the source the contractor will b	of funds be paid by	that will be / multiple fu	used to inding	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds	0.00 %		Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Х	Other funding	100.00 % Busin	ess Enterprise Set-Aside
	Agency Reference	#: 30	669-27-BE	١			
2.	Contract start date:						
	a. Effective upon E Examiner's appl	Board of roval?	No	or b.	other effective of	late 09/23/2022	2
	Anticipated BC	DE meeti	ng date	10/2	2022		
	Retroactive?		No				
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date:	0	9/30/2026				
	Contract term:	4	years and	8 days	6		
4.	Type of contract:	С	ontract				
-	Contract description		owell Wind	lows			
	1						

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.

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

	vell Window Cleaning	that were solicited to sub	proposalo					
Mod	onwalker Cleaning							
Pre	Robinson Ceiling Cleaning Prestige Building Maintenance							
	b. Soliciation Waiver: Not Applicable							
c. V	Vhy was this contractor cl	hosen in preference to oth	ier?					
Onl	y vendor to respond.							
d. L	ast bid date: 08/09	9/2022 Anticipate	d re-bid date:	08/01/2026				
10. a. D	Does the contract contain	any IT components?	No					
	s the contract part of an l 0,000?	T investment project over	No					
I. OTH	ER INFORMATION							
11. Is th	nere an Indirect Cost Rate	e or Percentage Paid to th	e Contractor?					
		•		ntage Paid to the Contractor				
Not	Applicable							
12. a. ls			Nevada or will	the contracted services be performed by a current				
	Νο							
b. V perf	Vas the contractor former former formed by someone form	ly employed by the State erly employed by the State	of Nevada witl e of Nevada w	nin the last 24 months or will the contracted services be ithin the last 24 months?				
	No							
c. Is	s the contractor employed	d by any of Nevada's politi	cal subdivisior	ns or by any other government?				
	No If "Yes", please	• •						
Not	Applicable							
13. Has	s the contractor ever beer	n engaged under contract	by any State a	agency?				
	3. 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 bee	en verified as satisfactory:						
Not	Applicable							
14. Is th	ne contractor currently inv	volved in litigation with the	State of Neva	da?				
		provide details of the litig	ation and facts	s supporting approval of the contract:				
Not	Applicable							
15. The LLC	•	with the Nevada Secretary	v of State's Off	ice as a:				
16. a. ls	s the Contractor Name th Yes	e same as the legal Entity	Name?					
17. a. C	Does the contractor have Yes	a current Nevada State B	usiness Licens	se (SBL)?				
18. a. ls		nd in good standing with tl	ne Nevada Se	cretary of State's Office?				
19. Age	ency Field Contract Monit	or:						
-	ntract Status:							
	ntract Approvals:							
001	Approval Level	User	Sign	ature Date				
	Budget Account Approva		-	0/2022 10:44:22 AM				
	•	•						
	Division Approval	mseinert	(19/2	0/2022 15:20:44 PM				
	Division Approval Department Approval	mseibert knelso4		0/2022 15:20:44 PM 0/2022 15:57:51 PM				

Contract Manager Approval

Budget Analyst Approval

jwixon

jpeat

09/21/2022 08:46:33 AM

09/23/2022 09:53:05 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26786

١.	Contract Number.	20700				
				Legal Entity Name:	Board of Regents-UNR	
	Agency Name:	DETR - EMPLOYN	ENT SECURITY	Contractor Name:	Board of Regents-UNR	
	Agency Code:	902		Address:	UNR Controllers Office	
	Appropriation Unit:	4770-04			Mail Stop 0124	
	Is budget authority available?:	Yes		City/State/Zip	Reno, NV 89557-6662	
	If "No" please expla	ain: Not Applicable		Contact/Phone:	Veronica Dahir. Ph.D 775/784-6662	
				Vendor No.:	D35000816	
				NV Business ID:	Governmental Entity	
	To what State Fisca	al Year(s) will the co	ntract be charged?	2023		
	What is the source the contractor will b	of funds that will be be paid by multiple fu	used to pay the contrac inding sources.	ctor? Indicate the pe	rcentage of each funding source if	
	General Fu	nds 0.00 %	Fees	0.00 %		
	X Federal Fur	nds 100.00 %	Bonds	0.00 %		
	Highway Fu	inds 0.00 %	Other funding	0.00 %		
	Agency Reference	#: 3668-23-WI	SS			
2.	Contract start date:					
	a. Effective upon E Examiner's app		or b. other effective of	date 09/01/2022	2	
	Anticipated B0	DE meeting date	10/2022			
	Retroactive?	Yes				
	If "Yes", please exp	blain				
	Agreement in time we (DETR/WISS) a	e to meet the BOE on the requesting a ref	deadline. DOL's timefr	ame for this inform te of September 1.	UNR for completion of the Interlocal nation is December 15, 2022, therefore 2022, which will allow UNR the time s in Nevada.	
3.	Termination Date:	12/31/2022				
	Contract term:	121 days				
4.	Type of contract:	Interlocal A	greement			
	Contract description	n: Wage Surve	ey (
5.	Purpose of contrac	t:				
	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 amo	unt of the contract for	or the term of the contra	act is: \$13,333.33		
	Payment for service	es will be made at th	e rate of \$13,333.33 pe	er Invoice		
J	USTIFICATION					
7.	What conditions red	quire that this work b	e done?			
	The Ferning Labor				de la conferencia de la contra de	

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. Soliciation Waiver: Exempt (P	er statute)		
c. Why was this contractor chose	n in preference to other?		
Interlocal agreement, pursuant to	NRS 277.180.		
d. Last bid date:	Anticipated re-	id date:	
). a. Does the contract contain any	IT components?	No	
b. Is the contract part of an IT inv \$50,000?	estment project over	No	

- 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%

III.

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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 Le	vel	User	Signature Date
Budget Acc	ount Approval	kwoodwar	09/22/2022 08:06:45 AM
Division App	oroval	mseibert	09/22/2022 15:49:32 PM
Department	Approval	cedlefse	09/22/2022 15:51:51 PM
Contract Ma	nager Approval	jwixon	09/27/2022 09:53:38 AM
Budget Ana	lyst Approval	jpeat	09/29/2022 08:56:43 AM

STEVE SISOLAK GOVERNOR



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: Clark aft

Date: 9/22/2022

Josh Marhevka on behalf of Elisa Cafferata

ELISA CAFFERATA DIRECTOR

JOSHUA MARHEVKA CHIEF FINANCIAL OFFICER

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

I. DESCRIPTION OF CONTRACT

DESCF		CONTRACT				
1. Cont	ract Number:	24075		Amendment Number:	1	
				Legal Entity Name:	ARBITRATION AND N SOLUTIONS, INC.	IEDIATION
Ager	ncy Name:	DETR - NV EQUAL RIG COMMISSION	HTS	Contractor Name:	ARBITRATION AND I SOLUTIONS, INC.	MEDIATION
Ager	ncy Code:	903		Address:	PMB 449	
Appr	opriation Unit:	2580-04			5736 WILLOWCREE	(ROAD
ls bu avail	idget authority able?:	Yes		City/State/Zip	NORTH LAS VEGAS,	NV 89031
lf "No	o" please expla	ain: Not Applicable		Contact/Phone:	Dee Newell 702/399-4	440
				Vendor No.:	T32003674	
				NV Business ID:	NV20041569813	
To w	hat State Fisc	al Year(s) will the contrac	t be charged?	2021-2024		
Wha	t is the source	of funds that will be used be paid by multiple funding	to pay the contract	ctor? Indicate the pe	rcentage of each fundin	g source if
	General Fu		Fees	0.00 %		
Х	Federal Fur	nds 100.00 %	Bonds	0.00 %		
	Highway Fu	unds 0.00 %	Other funding	0.00 %		
Aaer	ncy Reference		0			
Ũ	ract start date:					
a. E	ffective upon E xaminer's app	Board of No or	b. other effective of	date 06/15/2021	I	
Ľ			/2023			
Retro	pactive?	No				
lf "Ye	es", please exp	blain				
Not	Applicable					
3. Prev Term	iously Approve	ed 05/31/2023				
Cont	ract term:	2 years and 351	days			
4 Type	e of contract:	Contract	-			
• •	ract descriptio		ces			
	ose of contrac					
		nendment to the origina	Looptroot to prov	vide arbitration and	modiation convisoo. T	bic amondmont
is ac	Iding another	year of service for cont upon rate of \$167.00 pe	inued work need	ed within NERC an	d adding additional fu	
6. CON	ITRACT AMEN	IDMENT				
			Trans	Info Acc	um \$ Action Act	cum \$ Agenda
1.	The max am contract:	nount of the original	\$48,096.00			96.00 Yes - Info
2.		urrent amendment	\$24,048.00) \$24,04	\$72,1	44.00 Yes - Info
3.	New maxime amount:	um contract	\$72,144.00)		
	and/or the te the original or changed to:	ermination date of contract has	05/31/2024	1		
. JUSTI	FICATION					
7. Wha	t conditions re	quire that this work be do	ne?			

Required to resolve employee disputes

8.	8. Explain why State employees in your agency or other State agencies are not able to do this work:							
	State employees are not certified of							
9.	Were quotes or proposals solicited Was the solicitation (RFP) done by Division?		Yes No					
	a. List the names of vendors that w	vere solicited to submit pro	oposals (include at least three):					
	b. Soliciation Waiver: Not Applica	ble						
	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 No \$50,000?							
III. C	OTHER INFORMATION							
11.	Is there an Indirect Cost Rate or Po	ercentage Paid to the Cor	itractor?					
		de the Indirect Cost Rate	or Percentage Paid to the Contractor					
	Not Applicable							
12.	a. Is the contractor a current emplo employee of the State of Nevada? No	byee of the State of Nevac	a or will the contracted services be performed by a current					
	-	bloyed by the State of New mployed by the State of N	vada within the last 24 months or will the contracted services be evada within the last 24 months?					
	c. Is the contractor employed by an	nv of Nevada's political su	bdivisions or by any other government?					
	No If "Yes", please expla	•						
	Not Applicable							
13.	Has the contractor ever been enga No If "Yes", specify wher agency has been ver	and for which agency an	y State agency? d indicate if the quality of service provided to the identified					
	Not Applicable	*						
14.	Is the contractor currently involved No If "Yes", please provid	U	of Nevada? and facts supporting approval of the contract:					
	Not Applicable							
15.	The contractor is registered with th Nevada Corporation	e Nevada Secretary of St	ate's Office as a:					
16.	a. Is the Contractor Name the sam Yes	e as the legal Entity Name	e?					
17.	a. Does the contractor have a curre Yes	ent Nevada State Busines	s License (SBL)?					
18.	a. Is the legal entity active and in g Yes	ood standing with the Nev	vada Secretary of State's Office?					
19.	Agency Field Contract Monitor:							
20.	Contract Status:							
	Contract Approvals:							
	Approval Level	User	Signature Date					
	Budget Account Approval	mmercer	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					

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

I. DESCRIPTION OF CONTRACT

D	ESCRIPTION OF	CONT	RACT						
1.	Contract Number:	23385	5			Amendment Number:	1		
						Legal Entity Name:	Berry Dunn McNeil & BerryDunn	& Parker	, LLC dba
	Agency Name:		ER STATE H RANCE EXC		E	Contractor Name:	Berry Dunn McNeil BerryDunn	& Parke	er, LLC dba
	Agency Code:	960				Address:	100 Middle Street,	4th Floo	r
	Appropriation Unit:	1400-	04						
	Is budget authority available?:	,	Yes			City/State/Zip	Portland, ME 0410 ²	1	
	If "No" please expla	ain: No	ot Applicable			Contact/Phone:	William Brown 207-7	775-2387	7
						Vendor No.:	T29043233		
						NV Business ID:	NV20121551586		
	To what State Fisc	al Year	r(s) will the c	ontract b	be charged?	2021-2024			
	What is the source the contractor will b	of fund be paid	ds that will be by multiple f	e used to unding	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each func	ling sour	ce if
	General Fu	inds	0.00 %	Х	Fees	100.00 % Carrie	er Premium Fees		
	Federal Fu	nds	0.00 %		Bonds	0.00 %			
	Highway Fu	unds	0.00 %		Other funding	0.00 %			
2.	Contract start date	:							
	a. Effective upon I Examiner's app	Board o	of No	or b.	other effective of	date 11/01/2020)		
	Anticipated B		eting date	09/2	2022				
	Retroactive?		No						
	If "Yes", please exp	plain							
	Not Applicable								
3.	Previously Approve Termination Date:	ed	11/01/2023						
	Contract term:		3 years						
4.	Type of contract:		Contract						
	Contract descriptio	n:	Audit Serv	ces					
5	Purpose of contrac								
J.			ent to the o	riginal	contract which	nrovides annual in	dependent external	financia	land
	programmatic au	dit serv	vices. This a	mendm	nent increases t	the maximum amou	unt from \$208,848.00 s to Amendment AA) to \$228	,198.00.
6	CONTRACT AME		ЛТ						
•	•••••				Trans S	§ Info Acc	um \$ Action A	Accum \$	Agenda
	1. The max an contract:	nount o	f the original		\$208,848.00		-		Yes - Action
		current	amendment		\$19,350.00	D \$19,3	50.00 \$19	9,350.00	Yes - Info
	3. New maxim amount:	um cor	ntract		\$228,198.00	0			
J	USTIFICATION								

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 Yes

Division?

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

b. Soliciation 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
 No

 \$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?

If "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

No

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

No If "Yes", please provide details of the litigation 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 #:	23385				
VENDOR:	Berry Dunn McNeil & Parker LLC db	CONTRACT PERIOD:		11/01/20	11/01/23
VENDOR #:	T29043233	CONTRACT AUTHORITY:	\$	208,848.00	
DESCRIPTION:	Contract Audit Service		CAT 0	4	GL 7063
NVOICE CONTACT:	bbrown@berrydunn.com	OTHER CONTACT:	bbro	wn@berryd	unn.com
			207-7	75-2387	

100 Middle Street, 4th Floor Portland, ME 04101

Request Date	Job Number	Title of Work Order	Cost Not to Exceed	Date Approved	Invoice #	PV #	FY	Date Paid	Travel Amount	Vendo	or Costs	Total Payment Amount
												\$ -
06/092021	CPF21	Professional Svcs Nov 2020-May2021		06/10/21	403571	1864620	2021	6/10/2021		\$ 6	69,616.00	\$ 69,616.00
6/10/2022	CPF22			06/13/22	417134	1934526	2022	6/23/2022		\$ €	69,616.00	\$ 69,616.00
												\$-
												\$-
												\$-
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												\$-
												\$-
												\$-
												\$-
												\$-
												\$-
												\$-
		Total	\$ 208,848.00						\$-	\$ 13	39,232.00	5 139,232.00

Contract Balance Remaining \$ 69,616.00

		Contract Log	BTS		
	2020	-			\$ -
	2021	69,616.00		69,616.00	\$ -
	2022	69,616.00			\$ 69,616.0000000
		-			\$ -
Total		139,232.00			\$ 139,232.00

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26857

					Legal Entity Name:	THE GRIFFIN COMPANY, LLC
Agency Na		LICENSING E	BOARD	S &	Contractor Name:	THE GRIFFIN COMPANY, LLC
Agency Co					Address:	401 S CURRY ST
Appropriati	on Unit: B006	- All Catego	ies			
Is budget a available?:	uthority	Yes			City/State/Zip	CARSON CITY, NV 89703-4642
lf "No" plea	se explain: N	ot Applicable			Contact/Phone:	Chelsea Capurro 702-334-5090
					Vendor No.:	
					NV Business ID:	NV20151044504
To what St	ate Fiscal Yea	r(s) will the co	ntract b	e charged?	2023-2024	
	e source of fun tor will be paid				tor? Indicate the pe	rcentage of each funding source if
Ge	neral Funds	0.00 %	X	Fees	100.00 % SELF	FUNDED
Fee	deral Funds	0.00 %		Bonds	0.00 %	
Hig	hway Funds	0.00 %		Other funding	0.00 %	
Agency Re	•	B006		0		
2. Contract st	art date [.]					
a. Effectiv	e upon Board er's approval?	of No	or b.	other effective c	late 10/17/2022	2
	pated BOE me	eting date	11/2	022		
Retroactive		No				
	ease explain	NO				
Not Applic						
		40/47/2022				
 Terminatio Contract te 		10/17/2023				
		1 year				
4. Type of co		Contract	_			
Contract de	escription:	Lobbyist Se	rvices			
5. Purpose of	contract:					
This is a n	ew contract t	o provide lob	bying s	services for the	Board of Cosmeto	logy.
6. NEW CON	TRACT					
	um amount of	the contract for	or the te	erm of the contra	uct is: \$60,000.00	
The maxim				erm of the contra of \$5,000.00 per	act is: \$60,000.00	
The maxim Payment fo		be made at th			act is: \$60,000.00	
The maxim Payment fo	or services will s for payment:	be made at th			act is: \$60,000.00	
The maxim Payment fo Other basis	or services will s for payment:	be made at th n/a	e rate c	of \$5,000.00 per	act is: \$60,000.00	
The maxim Payment fo Other basis JUSTIFICA 7. What cond The Cosmo	or services will s for payment: FION itions require t etology board	be made at th n/a <u>hat this work t</u> monitors over	e rate c <u>be done</u> 30,000	of \$5,000.00 per ? licensees with a	ct is: \$60,000.00 monthly constant demand fo	or changes to the laws and regulations.
The maxim Payment fo Other basis JUSTIFICA 7. What cond The Cosmo	or services will s for payment: FION itions require t etology board	be made at th n/a <u>hat this work t</u> monitors over	e rate c <u>be done</u> 30,000	of \$5,000.00 per ? licensees with a	ct is: \$60,000.00 monthly constant demand fo	or changes to the laws and regulations. rotecting the public's health, safety, and
The maxim Payment fo Other basis JUSTIFICA 7. What cond The Cosmo This facilita welfare.	or services will s for payment: FION itions require t etology board ites the license	be made at th n/a hat this work t monitors over ees with their r	e rate c <u>be done</u> 30,000 respecti	of \$5,000.00 per ? licensees with a ve professional o	ct is: \$60,000.00 monthly constant demand fo careers as well as pr	rotecting the public's health, safety, and
The maxim Payment fo Other basis JUSTIFICA 7. What cond The Cosmo This facilita welfare. 8. Explain wh	or services will s for payment: FION itions require t etology board ites the license y State employ	be made at th n/a hat this work b monitors over ees with their r yees in your a	e rate c <u>be done</u> 30,000 especti gency o	of \$5,000.00 per ? licensees with a ve professional o <u>r other State ag</u>	ict is: \$60,000.00 monthly constant demand fo careers as well as pl encies are not able t	rotecting the public's health, safety, and
The maxim Payment fo Other basis JUSTIFICA 7. What cond The Cosmo This facilita welfare. 8. Explain wh Lobbying s	or services will s for payment: FION itions require t etology board ites the license y State employ ervices require	be made at th n/a hat this work t monitors over ees with their r yees in your a e full-time atter	e rate c <u>be done</u> 30,000 especti gency o ntion to	of \$5,000.00 per ? licensees with a ve professional o <u>or other State ago</u> research, monito	ct is: \$60,000.00 monthly constant demand fo careers as well as pr encies are not able t or, and attend legisla	rotecting the public's health, safety, and
The maxim Payment fo Other basis JUSTIFICA 7. What cond The Cosmo This facilita welfare. 8. Explain wh Lobbying s other agen	or services will s for payment: FION itions require t etology board ites the license y State employ ervices require	be made at th n/a hat this work to monitors over ees with their r yees in your a e full-time atter resources to h	e rate c <u>be done</u> 30,000 especti gency o ntion to	of \$5,000.00 per ? licensees with a ve professional o <u>or other State ago</u> research, monito	ct is: \$60,000.00 monthly constant demand fo careers as well as pr encies are not able t or, and attend legisla	rotecting the public's health, safety, and to do this work: ative meetings. Neither our agency nor
The maxim Payment fo Other basis JUSTIFICA 7. What cond The Cosme This facilita welfare. 8. Explain wh Lobbying s other agen 9. Were quote Was the so	or services will s for payment: FION itions require t etology board ites the license y State employ ervices require cies have the	be made at th n/a hat this work b monitors over ees with their r yees in your a e full-time atter resources to h s solicited?	be rate o be done 30,000 respection gency o ntion to ire a ful	of \$5,000.00 per ? licensees with a ve professional o or other State ago research, monito I-time individual	act is: \$60,000.00 monthly constant demand fo careers as well as pr encies are not able to or, and attend legisla to attend hearings, y	rotecting the public's health, safety, and to do this work: ative meetings. Neither our agency nor
The maxim Payment fo Other basis JUSTIFICA 7. What cond The Cosme This facilita welfare. 8. Explain wh Lobbying s other agen 9. Were quote Was the so Division?	or services will s for payment: FION itions require t etology board ites the license <u>y State emplor</u> ervices require cies have the es or proposals plicitation (RFF	be made at th n/a hat this work to monitors over ees with their r yees in your a e full-time atter resources to h s solicited? to done by the	be done 30,000 respection gency o ntion to ire a ful Purcha	of \$5,000.00 per ? licensees with a ve professional o or other State ago research, monito I-time individual sing	act is: \$60,000.00 monthly constant demand for careers as well as pre- encies are not able to or, and attend legisla to attend hearings, we Yes	rotecting the public's health, safety, and to do this work: ative meetings. Neither our agency nor work with coalitions, or draft legislation.

Paige Barnes Tom Clark Neena Laxalt	
b. Soliciation Waiver: Not Applicable	
c. Why was this contractor chosen in preference to ot	her?
Vendors were unresponsive and/or declined.	
d. Last bid date: Anticipate	ed 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

1

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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?
 - If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

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	rrussum	10/04/2022 08:24:33 AM

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26816

•••	Contract Hambon						
						Legal Entity Name:	Numbers, Inc.
	Agency Name:			BOAR)S &	Contractor Name:	Numbers, Inc.
	Agency Code:	BDC				Address:	1285 Baring Blvd. #309
	Appropriation Unit:	B009 -	All Categ	ories			-
	Is budget authority available?:		Yes			City/State/Zip	Sparks, NV 89434
	If "No" please expla	ain: Not	Applicable	Э		Contact/Phone:	Carol Woods 775-742-2962
						Vendor No.:	
						NV Business ID:	NV20031345377
	To what State Fisca	al Year(s) will the o	contract b	be charged?	2023-2025	
	What is the source the contractor will b	of funds e paid b	s that will b by multiple	e used to funding	o pay the contrac sources.	ctor? Indicate the per	rcentage of each funding source if
	General Fur	nds	0.00 %	Х	Fees	100.00 % Licens	se Fees
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %		Other funding	0.00 %	
2.	Contract start date:						
	a. Effective upon B Examiner's appr	Board of oval?	No	or b	other effective of	date 10/01/2022	2
	Anticipated BC		ting date	09/2	2022		
	Retroactive?		No				
	If "Yes", please exp	lain					
	Not Applicable						
3.	Termination Date:	(09/30/2024	ļ			
	Contract term:	2	2 years				
4.	Type of contract:		Contract				
	Contract description	n: l	Bookkeep	ing Serv	rices		
5.	Purpose of contract	t:					
	This is a new cont	ract to	provide b	ookkeep	ing and payroll	services.	
6.	NEW CONTRACT						
	The maximum amo	unt of th	ne contract	for the t	erm of the contra	act is: \$16,800.00	
	Payment for service	es will b	e made at	the rate	of \$2,100.00 per	Quarter	
	Other basis for pay	ment: U	pon Invoic	e as serv	vices are provide	d	
J	USTIFICATION						
7.	What conditions rec	quire that	at this work	k be done	?		
		ed to ma	aintain the	ir own fin	ancial reporting	system and payroll s	systems. The Board is funded entirely by
Q						encies are not able t	to do this work:
0.						form these functions	
0				7001000			
9.	Were quotes or pro	•		o Durok -	aina	No	
	Was the solicitation Division?	(KFP)	uone by th	e rurcha	isiriy	No	
	a. List the names of	f vendoi	rs that wer	e solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable						
	b. Soliciation Waive	er: Profe	essional S	ervice (/	As defined in N/	AC 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: Anticipate	ed 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?	r No				

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26751

						Legal Entity Name:	GHUSN, NANCY MOSS
			ICENSIN	G BOARD)S &	Contractor Name:	GHUSN, NANCY MOSS
		BDC				Address:	785 TWIN PINES CT
	Appropriation Unit:	B015 -	All Categ	gories			
	Is budget authority available?:		Yes			City/State/Zip	RENO, NV 89509
	If "No" please explain	n: No	t Applicab	е		Contact/Phone: Vendor No.: NV Business ID:	Nancy Moss Ghusn, Esp. 775/772-5644 Inactive NV20101452517
	To what State Fiscal	l Year('s) will the	contract h	e charged?	2023-2024	11120101432317
		of fund	s that will	be used to	pay the contrac		rcentage of each funding source if
	General Fund	•	0.00 %	X	Fees	100.00 % Licens	sing Fees
	Federal Fund	ds	0.00 %		Bonds	0.00 %	5
	Highway Fun	nds	0.00 %		Other funding	0.00 %	
2	Contract start date:				-		
	a. Effective upon Bo Examiner's appro	oard of oval?	f No	o or b.	other effective of	date 09/21/2022	2
	Anticipated BO		ting date	09/2	2022		
	Retroactive?		No				
	If "Yes", please expla	ain					
	Not Applicable						
3.	Termination Date:		12/31/202	3			
	Contract term:		1 year an		/S		
4.	Type of contract:		Contract	-			
	Contract description:		Moss Gh	usn			
5.	Purpose of contract:						
	A new contract for	hearii	ng officer	services			
6.	NEW CONTRACT The maximum amou Payment for services Other basis for paym	s will b	e made a	the rate	of \$150.00 per h	. ,	
_					-		
J	USTIFICATION						
7.	What conditions requ						
	NRS 630.106 and Na filed pursuant to NRS officers.	AC 63 S 630.	0.470 autl 311. The	norize the purpose o	Board to hire an of this contract is	d utilize hearing offic to add a hearing off	cers to hold hearings regarding complaints icer to the Board's list of available hearing
8.	Explain why State er	mploye	ees in you	r agency o	or other State ag	encies are not able t	to do this work:
	Hearing officers need hearing.	d to be	e independ	lent from	the Board staff ir	n order to ensure due	e process for the respondents in the
9.	Were quotes or prop	osals	solicited?			No	
	Was the solicitation (Division?	(RFP)	done by t	ne Purcha	sing	No	
	a. List the names of	vendo	rs that we	re solicite	d to submit prop	osals (include at leas	st three):
	Not Applicable						

	b. Soliciation Waiver: Professiona c. Why was this contractor chosen	•	n NAC 333.150)		
	d. Last bid date:	Anticipated re-	bid date:		
10.	a. Does the contract contain any I	Components?	Νο		
	b. Is the contract part of an IT inve \$50,000?	•	No		
I. C	OTHER INFORMATION				
11.	Is there an Indirect Cost Rate or P	ercentage Paid to the Co	ontractor?		
		de the Indirect Cost Rate	e or Percentage Paid to the Contractor		
10	Not Applicable				
12. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada? No					
	b. Was the contractor formerly emperformed by someone formerly en	ployed by the State of Ne mployed by the State of I	evada within the last 24 months or will the contracted services be Nevada within the last 24 months?		
		•	subdivisions or by any other government?		
	No If "Yes", please expla	ain			
	Not Applicable				
13.	Has the contractor ever been enga No If "Yes", specify wher	• •	ny State agency? Ind indicate if the quality of service provided to the identified		
	agency has been ver	ified as satisfactory:			
	Not Applicable				
14.	Is the contractor currently involved	•			
		de details of the litigation	and facts supporting approval of the contract:		
	Not Applicable				
15.	The contractor is not registered wir Sole Proprietor	th the Nevada Secretary	of State's Office because the legal entity is a:		
16.	a. Is the Contractor Name the same Yes	e as the legal Entity Nar	ne?		
17.	a. Does the contractor have a curr Yes	ent Nevada State Busine	ess License (SBL)?		
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 Budget Analyst Approval	5522 hfield	09/20/2022 18:22:26 PM 09/21/2022 07:54:08 AM		

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

I. DESCRIPTION OF CONTRACT

DESCRIPTION OF	CONTRACT					
1. Contract Number:	24013		Amendment Number:	1		
			Legal Entity Name:	HALSTEAD LAW	OFFICES,	LLC
Agency Name:	BDC LICENSING BOAI COMMISSIONS	RDS &	Contractor Name:	HALSTEAD LAW	OFFICES,	LLC
Agency Code:	BDC		Address:	615 S ARLINGT	ON AVE	
Appropriation Unit	: B015 - All Categories					
Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89509) -1507	
If "No" please exp	lain: Not Applicable		Contact/Phone: Vendor No.:	Patrick Halstead	775/322-224	14
			NV Business ID:	NV20131658465		
To what State Fise	cal Year(s) will the contrac	t be charged?	2021-2023	11720131030403		
What is the source the contractor will	e of funds that will be used be paid by multiple fundin	I to pay the contrac g sources.	ctor? Indicate the pe	rcentage of each fu	unding sourc	ce if
General F	unds 0.00 % 🗙	K Fees	100.00 % Licen	sing fees		
Federal Fu	unds 0.00 %	Bonds	0.00 %			
Highway F	unds 0.00 %	Other funding	0.00 %			
2. Contract start date	9:					
a. Effective upon Examiner's ap	Board of No or proval?	b. other effective of	date 03/17/2021	I		
)/2022				
Retroactive?	No					
If "Yes", please ex	plain					
Not Applicable	•					
3. Previously Approv Termination Date:	red 12/31/2022					
Contract term:	1 year and 348 d	ays				
4. Type of contract:	Contract					
Contract description	on: Halstead					
5. Purpose of contra	ct:					
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 \$46,0000. The purpose of the previously approved contract was to provide hearing officer services.						hrough ved
6. CONTRACT AME	NDMENT					
		Trans	Info Acc	um \$ Actio	n Accum \$	Agenda
1. The max an contract:	mount of the original	\$16,000.00			\$16,000.00	Yes - Info
2. Amount of (#1):	current amendment	\$30,000.00) \$30,00	00.00	\$46,000.00	Yes - Info
. ,	num contract	\$46,000.00)			
	termination date of contract has :	02/28/2023	3			
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.

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 Purchas Division?	ing No					
a. List the names of vendors that were solicited	List the names of vendors that were solicited to submit proposals (include at least three):					
Not Applicable						
b. Soliciation Waiver: Professional Service (As	s defined in NAC 333.150)					
c. Why was this contractor chosen in preference	to other?					
d. Last bid date: Anti	cipated re-bid date:					
10. a. Does the contract contain any IT components	s? No					
b. Is the contract part of an IT investment project	t over No					

III. OTHER INFORMATION

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

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

No If Not Applicable

\$50,000?

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

No

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

No

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

User

5522

Yes

- 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

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

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 26812

							Legal Entity Name:	Coulson & Associates, LTD
	3	BDC I COM	-	ISING E ONS	BOARD	S &		Coulson & Associates, LTD
	Agency Code:	BDC					Address:	6170 Ridgeview Court, Suite D
	Appropriation Unit:	B036	- All C	Categor	ies			
	Is budget authority available?:			Yes			City/State/Zip	Reno, NV 89519
	If "No" please expla	in: No	ot Appl	icable			Contact/Phone: Vendor No.:	Michael Coulson 775.825.4444
							NV Business ID:	NV20001490534
	To what State Fisca	al Year	(s) wil	I the co	ntract b	e charged?	2023	
	What is the source the contractor will b	of func e paid	ls that by mu	will be ultiple fu	used to Inding s	pay the contraction pay the contraction pay the contraction of the con	ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00) %		Fees	0.00 %	
	Federal Fun	nds	0.00) %		Bonds	0.00 %	
	Highway Fu	nds	0.00) %	Х	Other funding	100.00 % Fees I	received by the Board
2.	Contract start date:							
	a. Effective upon B Examiner's appr Anticipated BC	oval?		No late	or b. 11/2	other effective	date 10/06/2022	2
			oung c	No	11/2	022		
	Retroactive? If "Yes", please exp	lain		NO				
	Not Applicable							
З	Termination Date:		12/31	/2022				
5.	Contract term:		86 da					
4.	Type of contract:		Cont	ract				
	Contract description	า:	New	Contra	ct			
5.	Purpose of contract	:						
	This is a new cont	ract to	o audi	t the Bo	bard's f	financial staten	nents in complianc	e with NRS 281G.400.
6.	NEW CONTRACT							
	The maximum amo	unt of	the co	ntract fo	or the te	erm of the contra	act is: \$10,000.00	
	Payment for service	es will l	be ma	de at th	e rate o	of \$10,000.00 pe	er year	
JI	USTIFICATION							
7.	What conditions rec	quire th	hat this	s work b	e done	?		
	NRS 218.400							
8.	Explain why State e	employ	ees in	your a	gency c	or other State ag	jencies are not able t	to do this work:
	Board audits must b	be prov	/ided b	by an o	utside c	ompany.		
9.	Were quotes or pro	posals	solicit	ted?			No	
	Was the solicitation Division?	(RFP)	done	by the	Purcha	sing	No	
		f vendo	ors tha	t were	solicited	d to submit prop	osals (include at leas	st three):
	Not Applicable		A					
	b. Soliciation Waive				oforer	a to other?		
	c. Why was this cor Coulson and Assoc						al since EV 2017	
		iales I	ias cul	npietec		aiu s auuit ainnt		

d. Last bid date:	06/30/2017	Anticipated re-	bid date:	07/03/2023
10. a. Does the contract	No			
b. Is the contract par \$50,000?	No			

III. OTHER INFORMATION

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

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

Not Applicable

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

No

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

No

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

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?

If "Yes", please provide details of the litigation 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

No

- 16. a. Is the Contractor Name the same as the legal Entity Name? Yes
- 17. a. Does the contractor have a current Nevada State Business License (SBL)? Yes
- 18. 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



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

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:	M
INFO ITEM: _	



Julie Butler Director

Tonya Laney Deputy Director

555 Wright Way Carson City, Nevada 89711 Telephone (775) 684-4368 dmvnv.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 Carson City		September	Year To Date	
	Donations	626	1,717	
ſ	Registrations	4,187	12,831	
Ī	Percent that			
	Donated	14.95%	13.38%	
C	lark			
	Donations	13,543	41,352	
	Registrations	78,889	241,076	
	Percent that			
	Donated	17.17%	17.15%	
Do	uglas			
	Donations	540	1,686	
	Registrations	4,689	14,882	
	Percent that			
	Donated	11.52%	11.33%	
Wa	ashoe			
	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.