

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Capitol Building
The Guinn Room
101 N. Carson Street
Carson City, Nevada

DATE AND TIME: March 13, 2012 10:00 a.m.

Below is an agenda of all items to be considered. **Action will be taken on items preceded by an asterisk (*).** Items on the agenda may be taken out of the order presented, items may be combined for consideration by the public body; and items may be pulled or removed from the agenda at any time at the discretion of the Chairperson.

AGENDA

1. PUBLIC COMMENTS
- *2. FOR POSSIBLE ACTION – APPROVAL OF THE FEBRUARY 14, 2012 BOARD OF EXAMINERS’ MEETING MINUTES
- *3. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS

A. Department of Taxation – \$1,210,220

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 48 refund requests totaling \$1,210,220.

***4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Public Safety – Parole and Probation	1	\$2,887.50
Total:		\$2,887.50

***5. FOR POSSIBLE ACTION – VICTIMS OF CRIME 2nd QUARTER REPORT AND FY 2012 3rd QUARTER RECOMMENDATION**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs that claim payments must be reduced proportionately. The Victims of Crime Program Coordinator recommends paying the Priority 1 & 2 claims at 100% and Priority 3 claims at 100% of the approved amount for the 3rd quarter of FY 2012.

***6. FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT**

Pursuant to NRS 41.037, 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.

A. Department of Transportation – Administration – \$146,300

The Nevada Department of Transportation (NDOT) is requesting settlement approval in the amount of \$146,300 to resolve an inverse condemnation claim pertaining to property owned by the Kennedy Family Trust located on Blue Diamond Highway and Valley View Boulevard. A formal lawsuit has not been filed.

***7. FOR POSSIBLE ACTION – CASH MANAGEMENT IMPROVEMENT ACT**

A. Office of the Controller – Payment to U.S. Treasury not to exceed \$24,049

The State Controller requests approval of payment to the U.S. Treasury not to exceed \$24,049 from the General Fund. This is the highest possible payable liability for 2011. The U.S. Treasury is reviewing the report and should have a final liability figure by March 16th. Payment to the U.S. Treasury is required by March 31st.

***8. FOR POSSIBLE ACTION – TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

A. Elizabeth A. McCleary, and Allison, MacKenzie, Pavlakis, Wright & Fagan, Ltd.

Amount of Claim – \$1,000,000.00, with \$700,000 from the Tort Fund and \$300,000 from NDOT

***9. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Governor’s Office – Agency for Nuclear Projects	Tassajara Properties, LLC	\$239,966
	Lease Description: This is an extension of an existing lease which has been re-negotiated to house the Governor’s Office, Agency for Nuclear Projects. A savings of \$7,327.20 for the first two years. Term of Lease: 02/01/2012 – 01/31/2017		
2.	Office of the Attorney General	Kietzke 5420, LLC	\$483,870
	Lease Description: This is an extension of an existing lease to house the Office of the Attorney General. For a total savings of \$171,215.22 over the lease term. Term of Lease: 01/01/2012 – 09/31/2014		
3.	Department of Health and Human Services – Director’s Office, Health Division, Mental Health and Developmental Services and the Division of Child and Family Services	J.S. Devco, Limited Partnership	\$7,863,840
	Lease Description: This is an extension of an existing lease which has been re-negotiated to house the Department of Health and Human Services, Director’s Office, Health Division, Mental Health and Developmental Services and the Division of Child and Family Services. A savings of \$574,605.72 for the first three years. Term of Lease: 03/01/2012 – 02/28/2017		
4.	Department of Health and Human Services – Division of Child and Family Services	Douglas & S. JoAnn Roderick	\$59,531
	Lease Description: This is an extension of an existing lease which has been re-negotiated to house the Department of Health and Human Services, Division of Child and Family Services. Term of Lease: 04/01/2012 – 03/31/2017		
5.	Department of Health and Human Services – Health Division – Mental Health and Developmental Services	Douglas & S. JoAnn Roderick	\$239,966
	Lease Description: This is an extension of an existing lease which has been re-negotiated to house the Department of Health and Human Services, Mental Health and Developmental Services. Term of Lease: 04/01/2012 – 03/31/2017		
6.	Department of Health and Human Services – Welfare and Supportive Services	Douglas & S. JoAnn Roderick	\$100,915
	Lease Description: This is an extension of an existing lease which has been re-negotiated to house the Department of Health and Human Services, Welfare and Supportive Services. Term of Lease: 04/01/2012 – 03/31/2017		

BOE #	LESSEE	LESSOR	AMOUNT
7.	Department of Health and Human Services – Welfare and Supportive Services	Shoshone Cattle and Land Development Co.	\$3,899,383
	Lease Description: This is an extension of an existing lease which has been re-negotiated to house the Department of Health and Human Services, Welfare and Supportive Services. Term of Lease: 02/01/2012 – 01/31/2017		
8.	Department of Transportation – Information Technology	The Trust for the Methodist Development of the First United Methodist Church of Carson City	\$121,000
	Lease Description: This is a lease for relocation to house the Nevada Department of Transportation, IT Services. Term of Lease: 03/14/2012 – 02/28/2013		
9.	Department of Transportation – Environmental Services – Cultural Resources Section	South Carson Mini Storage	\$259,760
	Lease Description: This is a new location to house the Nevada Department of Transportation – Environmental Services – Cultural Resources Section. Term of Lease: 03/14/2012 – 03/31/2017		

***10. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION	BOARD OF REGENTS OBO NEVADA SYSTEM OF HIGHER EDUCATION, UNR	FEDERAL	\$56,820	
	Contract Description:	This is the fifth amendment to the original contract, which provides funding to allow the contractor to provide one-on-one hands-on training on blower door and duct blaster equipment to local government agencies, extend radio spots to run a 60 second public service announcement on the newly adopted codes, and to purchase 2012 IECC code books. This amendment increases the maximum amount from \$842,087.19 to \$898,907.19.				
		Term of Contract:	08/11/2010 - 03/31/2012	Contract #	11370	
2.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	DR. RICHARD A. RUBENSTEIN, M.D.	OTHER: INSURANCE PREMIUM TRUST FUND	\$16,501	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract for an expert witness to assist the Attorney General in defense of a current potential lawsuit. This amendment increases the original amount from \$9,999 to \$26,500 due to continued case activity.				
		Term of Contract:	10/04/2011 - 06/30/2012	Contract #	12920	
3.	060	CONTROLLER'S OFFICE	DELOITTE & TOUCHE, LLP	GENERAL	\$50,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide the Nevada State Controller's Office with a streamlined collection, validation, aggregation of Single Audit Reporting Forms data and increase efficiency of Schedule of Expenditures of Federal Awards reporting using XBRL				
		Term of Contract:	Upon Approval – 07/31/2012	Contract #	13038	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	ABS SYSTEMS, INC.	FEE: BUILDINGS & GROUNDS, BUILDING RENT INCOME FUNDS	\$25,090	SOLE SOURCE
	Contract Description:	This is the second amendment to the original contract, which provides ongoing preventative maintenance and system support for the direct digital control systems for the HVAC systems at the Bradley Building and the Department of Motor Vehicles, Decatur in Las Vegas. This amendment increases the maximum amount from \$66,278.88 to \$91,368.88 to add \$25,000 for extra services; \$90 to correct a mathematical error in amendment one; and update the insurance requirements.				
	Term of Contract:	09/08/2008 - 08/31/2012	Contract # CONV5759			
5.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	J&J ENTERPRISES SERVICES, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$50,000	
	Contract Description:	This is a new contract to provide ongoing concrete services to various state buildings in the Las Vegas area, on an as needed basis and at the request and approval of a Buildings and Grounds designee.				
	Term of Contract:	Upon Approval - 02/28/2016	Contract # 13033			
6.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	OTIS ELEVATOR CO DBA NEVADA ELEVATOR CO.	FEE: BUILDINGS AND GROUNDS BUILDING RENT INCOME FEES.	\$24,680	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing inspection, repair and maintenance of hydraulic and gear traction elevators located in various State buildings in the Las Vegas area. This amendment increases the maximum amount from \$207,240 to \$231,920 due to adding maintenance services to three new elevators in the Las Vegas State Museum.				
	Term of Contract:	11/01/2008 - 10/31/2012	Contract # CONV5798			
7.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION - PRISON 05 CIP PROJECTS-NON-EXEC	BURKE CONSTRUCTION GROUP, INC.	BONDS: PROCEEDS FROM SALE OF BONDS 50% OTHER: TRANSFER FROM CAPITAL PROJECT FUNDS 50%	\$8,771,112	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide Construction Manager at Risk services for the Southern Desert Correctional Center, Core Expansion, Phase II & III, Indian Springs, Nevada; Project Nos. 07-C07(A) and 11-C01; Contract No. 23918.				
	Term of Contract:	Upon Approval - 06/30/2015	Contract # 13107			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	089	DEPARTMENT OF ADMINISTRATION - HEARINGS AND APPEALS	GUSTAVO HERNANDEZ	OTHER: ASSESSMENTS TO INSURERS	\$24,999	
	Contract Description:	This is a new contract to provide spanish interpretation during administrative hearings.				
		Term of Contract:	Upon Approval - 02/01/2014	Contract # 13017		
9.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	STRATEGIC HORIZONS, LLP	OTHER: LODGING TAX	\$13,000	SOLE SOURCE
	Contract Description:	This is a new contract to secure a speaker for the keynote presentation on April 19, 2012 during the 2012 Rural Roundup Conference in Incline Village, Nevada. The speaker will be addressing the attendees in a session which will overview the basic principles and frameworks of "Authenticity and the Experience Economy," a topic relevant both to the current brand development campaign for Nevada as well as to the rural communities and their representatives that will be attending the conference.				
		Term of Contract:	Upon Approval - 04/30/2012	Contract # 13092		
10.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - TELECOMMUNICATIONS	WINDSTREAM COMMUNICATIONS, INC.	OTHER: TELEPHONE WATTS & TOLL CHARGES	\$160,000	
	Contract Description:	This is a new contract to provide an Avaya Technology Roadmap Study that includes a technical study of the existing state phone systems. It will provide a systematic, multi-year plan for deriving operational savings from technology deployments and implementing process improvements that can fund future technology investments.				
		Term of Contract:	Upon Approval - 09/12/2012	Contract # 13087		
11.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	M. DUANE JORDAN	OTHER: FEDERAL 50%; PRIVATE FUNDS FEDERAL 50%	\$48,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide ongoing chaplain services to the Nevada State Veterans Home.				
		Term of Contract:	02/22/2012 - 02/28/2014	Contract # 13079		
12.	300	DEPARTMENT OF EDUCATION - DISCRETIONARY GRANTS - RESTRICTED	HMB INFORMATION SYSTEM	FEDERAL	\$52,500	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to an existing contract which will provide for enhancements to the ePAGE system. These include a rich text editor control on the spending plan details page, pre-fill Request For Funds (RFF) expenditure details with values from previous RFF, Dynamic Reporting Solution (going forward new reports will be created by HMB Information System Develop under the support agreement), and hard code accounting details at the bottom of the RFF. This amendment increases the maximum amount of the contract from \$565,000 to \$617,500.				
		Term of Contract:	06/10/2008 - 06/10/2012	Contract # CONV5688		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - ADMINISTRATION	CAPGEMINI GOVERNMENT SOLUTIONS	FEDERAL	\$1,145,150	SOLE SOURCE
	Contract Description:	This is the fourth amendment to the original contract. The original contract was to assist DHHS/State Health Information Technology (HIT) Coordinator in preparing the required State HIT Strategic and Operational Plan to meet the requirements of Nevada's ARRA HITECH State Health Information Exchange Cooperative Agreement. This amendment extends the expiration date and expands the scope of work to include deliverables to ensure Nevada is compliant with the ARRA HITECH Health Information Exchange and Health Information Technology requirements.				
	Term of Contract:	11/09/2010 - 09/30/2012	Contract # 11647			
14.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING SERVICES - FEDERAL PROGRAMS AND ADMINISTRATION	NEVADA BROADCASTERS ASSOCIATION	FEDERAL	\$50,000	SOLE SOURCE
	Contract Description:	This is a new contract to create Non-Sustaining Commercial Announcements for a statewide radio campaign. In addition, the Nevada Broadcasters Association (NBA) will facilitate ADSD in disseminating the federal government's "Stop Medicare Fraud" campaign, with emphasis on reaching limited English speaking, rural, and hard to reach areas of the state in the special programs effort to prevent Medicare fraud and recruit volunteers in those areas to work with the program. The amount of the contract is based on the Senior Medicare Patrol's (SMP) total budget authority as depicted in the Federal budget for grant award 90MP0018 which is passed through to ADSD from the Attorney General's Office.				
	Term of Contract:	03/13/2012 - 09/29/2012	Contract # 13051			
15.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING SERVICES - FEDERAL PROGRAMS AND ADMINISTRATION	NEVADA BROADCASTERS ASSOCIATION	FEDERAL	\$15,000	SOLE SOURCE
	Contract Description:	This is a new contract to create Non-Sustaining Commercial Announcements for a statewide radio campaign. In addition, the Nevada Broadcasters Association (NBA) will facilitate ADSD in disseminating the federal government's "Stop Medicare Fraud" campaign, with emphasis on reaching limited English speaking, rural, and hard to reach areas of the state in the special program's effort to prevent Medicare fraud and recruit volunteers in those areas to work with the program. The amount of the contract is based on the Senior Medicare Patrol's (SMP) total budget authority as depicted in the Federal budget for grant award 90MP0019 which is passed through to ADSD from the Attorney General's Office.				
	Term of Contract:	03/13/2012 - 05/31/2012	Contract # 13052			
16.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING SERVICES - SENIOR RX AND DISABILITY RX	HEALTH NET LIFE INSURANCE CO.	OTHER: TOBACCO FUNDS	\$100,000	EXEMPT
	Contract Description:	This is a new contract to provide services for Nevada's two-part State Pharmaceutical Assistance Program (SPAP), known as Senior Rx and Disability Rx, authorized by the State Legislature to subsidize the monthly premium on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.				
	Term of Contract:	01/01/2012 - 12/31/2016	Contract # 13049			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES AGING SERVICES DIVISION All Budget Accounts	CYBT, INC. DBA A CARING HAND HOME HEALTH CARE	GENERAL	\$592,224	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract which provides in-home care services for persons with disabling conditions and frail elderly clients of the Aging and Disability Services Division (ADSD) allowing them to remain independent in a community setting in lieu of institutionalization. This amendment increases the maximum contract amount from \$150,000 to \$731,928. The increase is necessary due to additional services being provided to an existing client base of the Personal Assistance Services Program (PAS), added to the contract by amendment, in June 2011. The increase will allow for uninterrupted services to current recipients and an anticipated recipient increase due to wait lists.				
	Term of Contract:	02/01/2010 - 01/31/2014	Contract # 10276			
18.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	CGI TECHNOLOGIES AND SOLUTIONS, INC.	GENERAL 10% FEDERAL 90%	\$3,035,000	
	Contract Description:	This is a new contract to provide an electronic state level repository (SLR) and program support services to be used to assist with the administration and management of the Nevada Medicaid Electronic Health Record (EHR), Provider Incentive Payment Program, in regards to the American Recovery and Reinvestment Act of 2009 (ARRA) State grants to promote Health Information Technology (HIT). The program provides incentives to those eligible professionals and eligible hospitals that adopt, implement or upgrade, or are meaningful users, of certified EHR technology.				
	Term of Contract:	Upon Approval - 06/30/2016	Contract # 13064			
19.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	CHIPREWARDS, INC.	OTHER: FEDERAL GRANT	\$1,010,317	
	Contract Description:	This is a new contract to provide a web-based, HIPAA compliant, point incentive technology platform system to distribute to Nevada Medicaid and Nevada Check Up recipients who participate in the Medicaid Incentive for the Prevention of Chronic Diseases Grant awarded by CMS.				
	Term of Contract:	Upon Approval - 09/12/2016	Contract # 13047			
20.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	LOGISTICARE SOLUTIONS, LLC	GENERAL 43.8% FEDERAL 56.2%	\$51,311,047	
	Contract Description:	This is a new contract to provide non-emergency transportation (NET) brokerage services to and from medical providers for eligible Medicaid recipients throughout the State of Nevada. These services will include coordination, management and reimbursement of non-emergency transportation services.				
	Term of Contract:	Upon Approval - 06/30/2016	Contract # 13066			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - WIC FOOD SUPPLEMENT	OPEN DOMAIN, INC.	FEDERAL	\$390,525	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract, with the same vendor for an existing function, to host the Women, Infants and Children (WIC) application system at a centralized data facility. The hosting shall include computer hardware in a three tier architecture, data backup, server redundancy, server operating systems maintenance, data communications to each WIC clinic, the State, and J. P. Morgan (The State's Electronic Benefit Transfer (EBT) provider).				
		Term of Contract:	04/01/2012 - 09/30/2014	Contract # 13018		
22.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - MATERNAL CHILD HEALTH SERVICES	OREGON STATE PUBLIC HEALTH LABORATORY	FEE: METABOLIC SCREENING FEES	\$4,550,000	
	Contract Description:	This is the second amendment to the original contract, which provides laboratory services to identify infants with inborn errors of metabolism and hemoglobinopathies, as authorized under NRS 442. This amendment extends the termination date from March 31, 2012 to June 30, 2013 due to ongoing transition of newborn screening responsibilities between the Oregon State Public Health Laboratory (OSPHL) and the Nevada State Public Health Laboratory (NSPHL), or other Nevada in-state laboratory. This amendment increases the maximum amount of the contract from \$14,000,000 to \$18,550,000 due to increased costs of testing over time.				
		Term of Contract:	01/01/2008 - 06/30/2013	Contract # CONV4793		
23.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	BOARD OF REGENTS UNIVERSITY OF NEVADA, LAS VEGAS	FEDERAL	\$16,610	
	Contract Description:	This is a new interlocal agreement to provide required evaluation of the services received under federal Second Chance grant funding. The research questions to be addressed include characteristics of participants, services provided to participants, successful completion rates and the recidivism rate of participants.				
		Term of Contract:	Upon Approval - 09/30/2012	Contract # 12959		
24.	440	DEPARTMENT OF CORRECTIONS - LOVELOCK CORRECTIONAL CENTER	F.D.I. BACKFLOW SPECIALIST	GENERAL	\$20,960	
	Contract Description:	This is a new contract to provide ongoing annual backflow inspections, testing and certification of backflow devices at the Lovelock Correctional Center.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 12562		
25.	440	DEPARTMENT OF CORRECTIONS - CASA GRANDE TRANSITIONAL HOUSING	BOARD OF REGENTS UNIVERSITY OF NEVADA LAS VEGAS	OTHER: DETR/CAREER ENHANCEMENT FUNDS	\$14,639	
	Contract Description:	This is a new interlocal agreement to provide an evaluation of the services received under the Purpose, Respect, Integrity, Determination and Excellence (P.R.I.D.E.) program. The purpose of the proposed study is to conduct a retrospective process evaluation of the program's initial implementation in 2011, specifically focusing on characteristics of participants, services provided to participants, and the impact of participation in the P.R.I.D.E program on recidivism and other outcomes.				
		Term of Contract:	Upon Approval - 06/30/2012	Contract # 12960		

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26.	440	DEPARTMENT OF CORRECTIONS - HIGH DESERT STATE PRISON	WATER WELL SERVICES, INC.	GENERAL	\$46,676	
	Contract Description:	This is a new contract to repair one of four pumps and corresponding wells that are used on a continual basis to supply water to High Desert State Prison, Southern Desert Correctional Center, and Three Lakes Valley Conservation Camp.				
27.	440	DEPARTMENT OF CORRECTIONS - INMATE WELFARE ACCOUNT	LEXIS NEXIS, A DIVISION OF REED ELSEVIER, INC.	OTHER: 3763 - INMATE WELFARE FUND	(\$26,021)	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing specific legal materials and references to the inmate law libraries at various correctional facilities. This amendment reduces the maximum amount from \$429,288.56 to \$403,267.24 due to a net cost reduction as a result of removing Nevada State Prison (NSP) and adding State Court Decisions from States reported in the Pacific Reporter.				
	Term of Contract:	01/27/2012 - 12/31/2012	Contract # 13080			
28.	580	PUBLIC UTILITIES COMMISSION	RADIGAN, FRANK W DBA HUDSON RIVER ENERGY GROUP	FEE: FUND 224, REGULATORY FEES	\$35,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to perform a complete review and analysis of Southwest Gas Corporation's (Southwest Gas) depreciation study for natural gas which is scheduled to be filed on or about April 3, 2012. The work to be performed includes review and evaluation of Southwest Gas filing (Northern Nevada Division, Southern Nevada Division, and Common Plant) regarding the reasonableness of determinations for (1) remaining life, both physical and economic, (2) net salvage value, and (3) depreciation rates. The contractor will review Southwest Gas analysis and prior Commission orders, prepare and issue discovery regarding the filing, and will also prepare pre filed direct testimony and attend a hearing in either Carson City or Las Vegas.				
	Term of Contract:	07/01/2010 - 06/30/2014	Contract # 10748			
29.	611	GAMING CONTROL BOARD - INVESTIGATION FUND	BDO USA, LLP	OTHER: GCB INVESTIGATIVE FUND (APPLICANT PAID)	\$5,000,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional accounting services, data analysis, computer forensics, consulting, translation services, and general background research for licensing investigations of entities with business relationships in various foreign jurisdictions.				
	Term of Contract:	03/14/2012 - 10/31/2012	Contract # 13090			
30.	650	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	BENNETT, JOY DBA CUSTOM CLEAN	GENERAL 38% HIGHWAY 32% FEDERAL 30%	\$26,400	
	Contract Description:	This is the first amendment to the original contract which provides janitorial services for the DPS Highway Patrol and Investigation Division substation in Ely, Nevada. This amendment extends the termination date from March 31, 2012 to March 31, 2015 and increases the maximum amount from \$9,500 to \$35,900 due to the continued need for these services.				
	Term of Contract:	02/28/2011 - 03/31/2015	Contract # 11839			
31.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	CARSON TAHOE REGIONAL HEALTHCARE	HIGHWAY	\$8,500	
	Contract Description:	This is the first amendment to the original contract which provides blood draw services for appropriate laboratory testing in relation to the collection of evidence from persons suspected of driving while under the influence of alcohol or drugs. This amendment increases the maximum amount from \$9,900 to \$18,400 due to a higher volume of persons suspected of driving under the influence.				
	Term of Contract:	08/23/2010 - 06/30/2013	Contract # 11398			

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32.	654	DEPARTMENT OF PUBLIC SAFETY - EMERGENCY MANAGEMENT	KVH INDUSTRIES, INC.	FEDERAL	\$23,137	SOLE SOURCE
	Contract Description:	This is a new contract to provide satellite communication service (to include telephone and fax service, etc) in three emergency communication vehicles for the Department of Public Safety, Division of Emergency Management.				
		Term of Contract:	Upon Approval - 06/30/2012	Contract # 13093		
33.	660	DEPARTMENT OF PUBLIC SAFETY - PAROLE BOARD	JFA ASSOCIATES, LLC	GENERAL	\$20,000	SOLE SOURCE
	Contract Description:	This is a new contact to provide a comprehensive review, as required by NRS, of parole guidelines to determine whether the standards are effective in predicting the probability that a convicted person will remain at liberty without violating the law if parole is granted or continued.				
		Term of Contract:	Upon Approval - 06/30/2012	Contract # 13002		
34.	702	DEPARTMENT OF WILDLIFE - HERITAGE- Non-Exec	ELKO COUNTY ADMINISTRATIVE	OTHER: HERITAGE FUND	\$20,000	
	Contract Description:	This is a new interlocal agreement for the examination of survival and mortality rates of mule deer in the Ruby Mountains of Elko County. The project includes the capture, collaring, and monitoring of mule deer to determine specific mortality by gender and age of the animal. This project was selected competitively by the Nevada Board of Wildlife Commissioners under Nevada's Heritage Program.				
		Term of Contract:	Upon Approval - 06/30/2012	Contract # 13056		
35.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	CALIFORNIA DEPARTMENT OF FISH AND GAME	OTHER: REVENUES (FROM CALIFORNIA DEPT OF FISH & GAME)	\$24,700	
	Contract Description:	This is a new interlocal agreement for the Nevada Department of Wildlife to provide helicopter flights for California Department of Fish and Game sage-grouse breeding population surveys in high elevations along the California-Nevada border. Sage-grouse are not yet listed as an endangered species, but the U.S. Fish and Wildlife Service has determined that such listing is warranted. Conservation efforts such as these surveys are intended to help assure the protection of the sage grouse population in Nevada and California and to prevent the need for listing sage grouse as endangered. Such listing would increase the regulatory burden and may prevent or restrict public and private activities and development.				
		Term of Contract:	03/14/2012 - 05/31/2012	Contract # 13068		
36.	702	DEPARTMENT OF WILDLIFE - FISHERIES MANAGEMENT	OTIS BAY ECOLOGICAL RESTORATION, INC.	OTHER: GREAT BASIN NATIONAL PARK GRANT	\$35,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract for the detailed design and construction of a fish passage barrier in Silver Creek, located in the North Snake Range. The fish barrier will prevent non-native trout from entering approximately 8.7 miles of habitat in the upper Silver Creek basin being prepared for the re-introduction of Bonneville cutthroat trout.				
		Term of Contract:	Upon Approval - 01/01/2013	Contract # 13028		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.	702	DEPARTMENT OF WILDLIFE - HABITAT	NEVADA DIVISION OF FORESTRY	FEE: HABITAT CONSERVATION FEES	\$60,000	
	Contract Description:	This is a new interlocal agreement to provide habitat restoration and improvement services including the removal of invasive trees, fence repairs, seeding, wetland restoration and controlled burns, in such areas and at such times as are agreed upon by the Nevada Department of Wildlife and Nevada Division of Forestry pursuant to this master agreement in order to preserve or improve wildlife habitat in the State of Nevada.				
	Term of Contract:	Upon Approval - 03/12/2014	Contract # 13059			
38.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - STATE PARKS	TOMSIK PHOTOGRAPHY	OTHER:	\$20,000	
	Contract Description:	This is a new revenue contract with Tomsick Photography, DBA Scenic Las Vegas Weddings. They will provide sightseeing tours and wedding ceremonies at Valley of Fire State Park.				
	Term of Contract:	Upon Approval - 04/07/2013	Contract # 13085			
39.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	DOUGLAS COUNTY SCHOOL DISTRICT	FEE: AIR PERMIT FEES 25% FEDERAL 75%	\$11,000	
	Contract Description:	This is a new contract to provide for ongoing services associated with the installation of fuel operated heaters (pre-heaters) in school buses. This installed equipment will reduce fuel use and diesel exhaust emissions by eliminating the need for additional engine idling in time of cold weather. Reduced idling times will reduce emissions that can pollute air in and around the bus; from nearby school buildings (that can enter the buildings through air intakes and doors); as well as reduce air pollution levels within the metropolitan areas the buses operate.				
	Term of Contract:	Upon Approval - 08/30/2012	Contract # 12983			
40.	748	DEPARTMENT OF BUSINESS AND INDUSTRY - REAL ESTATE - EDUCATION AND RESEARCH	GREATER LAS VEGAS ASSOCIATION OF REALTORS	OTHER: EDUCATION AND RESEARCH FUNDS	\$21,000	
	Contract Description:	This is the first amendment to the original contract to provide continuing education credits required by licensees to renew their licenses. The course, developed by the Division to cover new laws and other mandatory topics, and approved by the Real Estate Commission, is currently being offered by the contractor. The purpose of the contract remains unchanged. The purpose of the amendment is to increase contract authority by \$8,400 for fiscal year (FY) 2012 and by \$12,600 for FY 2013. Licensee registrations to the course have far exceeded expectations, and the original contract amount of \$4,500 for FY 2012 is insufficient. Based on the number of student registrations in the previous quarter, the amended increase of \$8,400 for FY 2012 and \$12,600 for FY 2013 is considered appropriate for classes to be taught under contract until June 30, 2013.				
	Term of Contract:	06/27/2011 - 06/30/2013	Contract # 12336			
41.	800	DEPARTMENT OF TRANSPORTATION	REGIONAL TRANSPORTATION	FEDERAL	\$900,000	
	Contract Description:	This is a new cooperative agreement to state the ongoing terms, conditions, and mutual understandings of the parties as to the manner in which Federal Funds will be used to provide funding to the Reno Transportation Commission for implementation for the continued operation of the Comprehensive Employee Trip Reduction/Regional Rideshare Program in Washoe County, Nevada. This agreement allows for grant funds to be transferred to Washoe County from the Federal Congestion Mitigation Air Quality funds and Code of Federal Domestic Assistance Number 20.205 as reimbursement to Washoe County.				
	Term of Contract:	10/01/2010 - 10/01/2012	Contract # 13099			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
42.	810	DEPARTMENT OF MOTOR VEHICLES - AUTOMATION	DELL MARKETING, LP	HIGHWAY	\$61,042	
	Contract Description:	This is a new contract to provide for the installation, on-site support, training, and software support for the implementation of a Dell Compellent multi-host storage array environment to include two internet storage area networks (SANs) one in Las Vegas and the other in Carson City.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13084		
43.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	FLEET & INDUSTRIAL SUPPLY CENTER	OTHER: REVENUE CONTRACT	\$10,841	EXEMPT
	Contract Description:	This is the twenty-ninth amendment to the original contract, which provides ongoing full food service support at the Naval Air Station in Fallon, Nevada. This amendment increases the maximum amount from \$3,320,749.36 to \$3,331,590.01 due to extended serving hours for breakfast, lunch and dinner from January 9, 2012 through February 5, 2012.				
		Term of Contract:	10/01/2008 - 09/30/2012	Contract # CONV5816		
44.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	ALLIANCE ENTERPRISES, INC.	GENERAL 21.3% FEDERAL 78.7%	\$128,935	SOLE SOURCE
	Contract Description:	This is a new contract to provide software enhancement to existing electronic case management system (RAISON) which will analyze existing data collected to determine the cost effectiveness of services purchased from contracted vendors/service providers and assist consumers by establishing a service provider satisfaction rating to enable clients to exercise an informed choice when selecting a service provider.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13176		
45.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	NEVADA BROADCASTERS ASSOCIATION	GENERAL 21.3% FEDERAL 78.7%	\$90,000	SOLE SOURCE
	Contract Description:	This is a new contract to provide radio public service announcements to promote employment opportunities for Nevadans with disabilities and to offer assistance to employers in making reasonable accommodations to applicants/employees with disabilities.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13152		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
46.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-TMCC	OTHER: DIVORCE FEE RECEIPTS	\$42,925	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing education and counseling for displaced homemakers in the Washoe County Region of Nevada. This amendment increases the maximum amount from \$144,000 to \$186,924.73 due to fees that were received after expiration of the prior contract.				
		Term of Contract:	06/14/2011 - 06/30/2015	Contract # 12227		
47.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	HELP OF SOUTHERN NEVADA	OTHER: DIVORCE FEE RECEIPTS	\$308,278	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing education and counseling for displaced homemakers in the Southern Region of Nevada. This amendment increases the maximum amount from \$1,000,000 to \$1,308,277.62 due to fees that were received after expiration of the prior contract.				
		Term of Contract:	07/01/2011 - 06/30/2015	Contract # 12231		
48.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	JA SOLARI & PARTNERS, LLC	FEDERAL	\$95,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide ongoing annual fiscal audits of Nevadaworks and Workforce Connections for compliance with the Workforce Investment Act (WIA) program specific requirements for Adult, Dislocated Workers, and Youth.				
		Term of Contract:	Upon Approval - 06/30/2012	Contract # 13067		
49.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	JOIN, INC.	OTHER: DIVORCE FEE RECEIPTS	\$39,022	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing education and counseling for displaced homemakers in the Northeastern and Western Region of Nevada. This amendment increases the maximum amount from \$124,000 to \$163,022.49 due to fees that were received after expiration of the prior contract.				
		Term of Contract:	07/01/2011 - 06/30/2015	Contract # 12228		
50.	960	SILVER STATE HEALTH INSURANCE EXCHANGE - SILVER STATE HEALTH INSURANCE EXCHANGE ADMINISTRATION	RL CAREY CONSULTING	FEDERAL	\$365,400	SOLE SOURCE
	Contract Description:	This is a new contract for consulting services for the Silver State Health Insurance Exchange (SSHIX). This includes services related to health care reform implementation.				
		Term of Contract:	03/13/2012 - 09/30/2012	Contract # 13129		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
51.	BDC	LICENSING BOARDS & COMMISSIONS - OCCUPATIONAL THERAPY	PAULA BERKLEY AND ASSOCIATES	FEE: LICENSING FEES	\$32,500	
	Contract Description:	This is the second amendment to the original contract, which provides legislative bill tracking, representation and lobbying services for the Board of Occupational Therapy. This amendment extends to the termination date from June 30, 2012 to July 31, 2013 and increases the maximum amount from \$16,000 to \$48,500 due to the need for continued legislative services in preparation for and during the 2013 legislative session.				
	Term of Contract:	11/10/2010 - 07/31/2013	Contract # 11644			

11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*12. ADJOURNMENT

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV
 Capitol Building, 101 N. Carson St., Carson City, NV
 Legislative Building, 401 N. Carson St., Carson City, NV
 Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

Notice of this meeting was emailed for posting to the following location:

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV
 Hadi Sadjadi: hsadjadi@dps.state.nv.us

Notice of this meeting was posted on the following website:

<http://nevadabudget.org/index.php>

We are pleased to make reasonable accommodations for members of the public who are disabled and would like to attend the meeting. If special arrangements for the meeting are required, please notify the Department of Administration at least one working day before the meeting at (775) 684-0222 or you can fax your request to (775) 684-0260.

DETAILED AGENDA

March 13, 2012

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE FEBRUARY 14, 2012 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

*3. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS

A. Department of Taxation – \$1,210,220

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 48 refund requests totaling \$1,210,220.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

*4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Public Safety – Parole and Probation	1	\$2,887.50
Total:		\$2,887.50

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***5. FOR POSSIBLE ACTION – VICTIMS OF CRIME 2nd QUARTER REPORT AND FY 2012 3rd QUARTER RECOMMENDATION**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs that claim payments must be reduced proportionately. The Victims of Crime Program Coordinator recommends paying the Priority 1 & 2 claims at 100% and Priority 3 claims at 100% of the approved amount for the 3rd quarter of FY 2012.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***6. FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT**

Pursuant to NRS 41.037, 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.

A. Department of Transportation – Administration – \$146,300

The Nevada Department of Transportation (NDOT) is requesting settlement approval in the amount of \$146,300 to resolve an inverse condemnation claim pertaining to property owned by the Kennedy Family Trust located on Blue Diamond Highway and Valley View Boulevard. A formal lawsuit has not been filed.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***7. FOR POSSIBLE ACTION – CASH MANAGEMENT IMPROVEMENT ACT**

A. Office of the Controller – Payment to U.S. Treasury not to exceed \$24,049

The State Controller requests approval of payment to the U.S. Treasury not to exceed \$24,049 from the General Fund. This is the highest possible payable liability for 2011. The U.S. Treasury is reviewing the report and should have a final liability figure by March 16th. Payment to the U.S. Treasury is required by March 31st.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***8. FOR POSSIBLE ACTION – TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

A. Elizabeth A. McCleary, and Allison, MacKenzie, Pavlakis, Wright & Fagan, Ltd.

Amount of Claim – \$1,000,000.00, with \$700,000 from the Tort Fund and \$300,000 from NDOT

Recommendation: The report recommended that the claim be paid in the amount of \$1,000,000.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***9. LEASES**

Nine statewide leases were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

***10. CONTRACTS**

Fifty-one independent contracts were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____
Comments:

11. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

Comments:

***12. FOR POSSIBLE ACTION – ADJOURNMENT**

Comments:

MINUTES

MEETING OF THE BOARD OF EXAMINERS

February 14, 2012

The Board of Examiners met on Tuesday February 14, 2012, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller
Clerk Jeff Mohlenkamp

Others Present:

Teri Preston, Department of Administration, Public Works Division
Cari Eaton, Public Utilities Commission
Jane Splean, Nevada Department of Education
Charles Duarte, Department of Health and Human Services, Health Care, Financing and Policy
Pete Anderson, Department of Conservation and Natural Resources, Forestry
John Christopherson, Department of Conservation and Natural Resources, Forestry
Phil Weyrich, Department of Health and Human Services, Health
Kyle Devine, Attorney General Office
Clark Leslie, Attorney General's Office
Tamara Nash, Department of Employment Training and Rehabilitation
Brenda Ford, Department of Employment, Training and Rehabilitation
David Gustafson, Department of Administration, Enterprise Information Technology Services
Claudia Vecchio, Department Of Tourism and Cultural Affairs
Tracey, Woods, Amerigroup
Caren Cafferata-Jenkins, Exec. Dir. Ethics Commission
Erik Beyer, Chairman Ethics Commission
Helene Robinson, Attorney General Office
Bob Cooper, Attorney Generals Office
Dena Schmidt, Department of Health and Human Services, Aging and Disability Services
Brenda Berry, Department of Health and Human Services, Aging and Disability Services
Dave Prather, Department of Health and Human Services, Mental Health and Developmental Services
Vince Jinmo, Nevada Board of Cosmetology
Grant Neilson, Department of Employment Training and Rehabilitation
Karlene Johnson, Department of Employment Training and Rehabilitation
Michelle Langsdorf, Mason & Smith Valley Conservation Districts
Kim Vidoni, Department of Education
Elmer Bull, Nevada Department of Wildlife
Vince Carlese, Nevada Army National Guard

ILT Daniel Barraza, Nevada Army National Guard
Jonathan Begley, Department of Administration, Public Works Division
Beth Wicks, Department of Administration, Public Works Division
Jack Zenteno, Department of Health and Human Services, Welfare and Supportive Services
Sue Smith, Department of Health and Human Services, Welfare and Supportive Services
Diane Comeaux, Department of Health and Human Services, Welfare and Supportive Services
Lynn Carrigan, Department of Health and Human Services, Health Care, Financing and Policy
Melanie Mason, Department of Employment Training and Rehabilitation
Mark Bedrosian, Department of Employment Training and Rehabilitation
Deborah Reed, Department of Corrections
Mike Torvinen, Department of Health and Human Services
Susan Martinovich, Department of Transportation
Charles Donahue, Department of Conservation and Natural Resources, Division of State Lands
Eric Witkoski, Office of the Attorney General, Bureau of Consumer Protection
Dennis Perea, Department of Employment, Training and Rehabilitation
John Ball, Workforce Connections
Henna Rasul, Office of the Attorney General
Kimberlee Tarter, Department of Administration, Purchasing Division

PRESS:

Sandy, Cherub, Associated Press

Ed Vogel, Las Vegas Review Journal

Geoff Dornan, Nevada Appeal

Cy Ryan, Las Vegas Sun

Sean

Whaley,

Nevada

News

Bureau

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, Ladies and Gentlemen. I'd like to call the Board of Examiners meeting to order. All members are present. Good morning, Madam Attorney General.

Attorney General: Good morning, Governor.

Governor: We'll begin with the first item on the Agenda, Public Comment. Is there any member of the public here in Carson City that would like to provide public comment to the Board? Is there anybody in Las Vegas, Madam Attorney General?

Attorney General: No, Governor. There isn't.

*2. FOR POSSIBLE ACTION – APPROVAL OF THE JANUARY 10, 2012 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State **Seconded By:** Attorney General **Vote:** 3-0

Comments:

Governor: We'll move on to Agenda Item No. 2, Approval of the January 10, 2012 Board of Examiners' Meeting Minutes. Have all the members had an opportunity to review the minutes and are there any changes to those minutes?

Attorney General: I don't have any.

Governor: Hearing none, Chair will accept a motion.

Secretary of State: Move to approve the minutes.

Attorney General: I'll move for approval.

Governor: Mr. Secretary beat you to it, Madam Attorney General.

Attorney General: I'm sorry, I couldn't hear him.

Governor: He didn't have his microphone on, but I'm gonna give him the motion. I'll accept your motion as a second. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. Motion passes.

***3. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS**

A. Department of Taxation – \$588,830

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 50 refund requests totaling \$588,830.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: Now, we'll do Agenda Item No. 3. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is an item that you've seen a few times in the past now. Department of Taxation is putting forth payments in the amount of \$588,830 upon mining claims. This is subject to Senate Bill 493, which was passed by the 2011 Legislature. And there's 50 claims, including the 3 that were carried over from last month. So if there's any questions, I'd be happy...

Governor: Board members have any questions with regard to this Agenda item? Hearing none, the Chair will accept a motion.

Secretary of State: Move for approval of Agenda Item No. 3.

Attorney General: I second the motion.

Governor: There's a motion by the Secretary of State, second by the Attorney General to approve the authority to pay mining claim refunds in the amount of \$588,830. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. Motion passes unanimously.

***4. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Department of Transportation – Administration

1. One former employee was employed by the Department of Wildlife. The contract work pertains to water quality monitoring, sampling and reporting. The department's existing staff are committed to other projects/job duties.
2. One former employee was employed by Department of Conservation and Natural Resources, Environmental Protection Division. The contract work pertains to water quality monitoring, sampling and reporting. The department's existing staff are committed to other projects/job duties.

3. One former employee was employed by the Department of Transportation. The contract work pertains to the acquisition, relocation, and property management services for Project Neon, which undertakes I-15 improvements from Sahara to the Spaghetti Bowl in Clark County. The department indicates that current workload is such that they cannot respond to this large of a project and keep other priority projects on task.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: Agenda Item No. 4. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board are, now the Board has seen these a couple times, contracts with former employees. And this is the authorization to contract. On Subsection 4A, the Department of Transportation has three positions. The first two are with regard to employees that would be providing water quality monitoring, sampling and reporting on an ongoing basis. The Department is indicating that its existing staff are otherwise committed to other projects and duties and is requesting approval of those first two Items. The third item is related to a former employee, who is now working for a contractor and is working on Project Neon. And that employee has gone off to seek other employment. And now they're asking to be able to have that association through the subcontractor that Transportation deals with. We've reviewed it and have no concerns.

B. Department of Health and Human Services – Health Division

Pursuant to Assembly Bill 240, Section 1 of the 2011 Legislature, the Department of Health and Human Services – Health Division requests Board of Examiner's approval to use a temporary services contract to employ a former employee to chair a working group to study the Early Intervention Services caseload projection methodology and budget projection methodology. The term of the contract services is upon approval through June 30, 2012.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: Why don't we take 4B as well. Mr. Mohlenkamp.

Clerk: Item 4B then is for the Department of Health and Human Services. It's the Health Division. And they're looking for a former employee on a temporary basis through June of this year to chair a group study for early intervention caseload projection methodology. And once again, we've reviewed this and don't have any concerns.

Governor: On Agenda Item No. 4, excuse me, did I see Director Martinovich here?

Susan Martinovich: Yes.

Governor: I have one question.

Susan Martinovich: Yes, Governor.

Governor: Good morning.

Susan Martinovich: Good morning.

Governor: My question is a simple one. What is the duration of those contracts? Are they indefinite or are they temporary?

Susan Martinovich: Governor, all three contracts -- two are with JVR. Those are our air quality and water quality specialists. They're typically probably a two-year at the most contract to do some investigations for us. And the other, Project Neon, will be a multi-year contract. There's quite a bit of right-of-way involved in the acquisition of that. And I think that it is a four-year contract and that there are some extensions. And we'll go through the appropriate processes on that.

Governor: Thank you. Thank you. That's all I have. Questions from Board members on Agenda Items 4A and B? Hearing no questions, the Chair will accept a motion for approval.

Secretary of State: I move for approval of Agenda Items No. 4A and B.

District Attorney: I'll second the motion.

Governor: The Secretary of State has made a motion for approval for Agenda Items 4A and B. The Attorney General has seconded the motion. Are there any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. The motion passes unanimously.

***5. FOR POSSIBLE ACTION – APPROVAL TO ACCEPT A DONATION OF LAND ON BEHALF OF THE NEVADA DEPARTMENT OF WILDLIFE**

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

Pursuant to NRS 321.001 and NRS 353.335, the Nevada Division of State Lands (NDSL) is requesting approval, on behalf of the Nevada Department of Wildlife to accept a donation of two parcels of land from the National Fish and Wildlife Foundation (NFWF).

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Secretary of State Vote: 3-0

Comments:

Governor: Agenda Item No. 5. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is the request for approval to accept a donation of land on behalf of the Department of Wildlife. There's two different parcels that have been identified in your packages. We don't have any concerns or questions, but I think there's representatives here to answer any questions if we have any.

Governor: I would like a representative to come up. I have no problem with the transaction. I just want a little more specificity with regard to what's happening.

Charles Donahue: Good morning, Governor, Mr. Secretary, Madam Attorney General. Charles Donahue for the record, Deputy Administrator, Division of State Lands. With me is Elmer Bull. He's the Chief of Habitat Division with NDOW. A little more information about these two donations. It's two parcels that are adjacent to or in the general area of the Mason Valley Wildlife Management Area. NDOW is interested in acquiring these parcels to take them out of cultivation. One of them only has 13 acres. The other one has agricultural alfalfa fields on them. Their plan is to restore and get Upland Wildlife Habitat reestablished on those parcels. And this will be a donation from the National Fish and Wildlife Foundation. If you have any questions, either I or Mr. Bull could answer them.

Governor: I don't. I appreciate the extra detail. It sounds like a great transaction and a great opportunity for the state. Thank you.

Charles Donahue: Yeah, we believe so. Thank you.

Governor: Further questions from Board members?

Attorney General: No, Governor. This is Catherine Masto. I echo what you've just said. I've had the opportunity to tour the Mason Valley Wildlife Management Area. It is an incredible, incredible facility. And so, first of all, thank you to all of the wonderful work you do out there. And I do think this is a benefit to the state to have the opportunity to have this land incorporated into the Management Area. So thank you.

Governor: Madam Attorney General, I'll take that as a motion for approval.

Secretary of State: I'll second.

Governor: All right. We have a motion by the Attorney General and a second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. Thank you very much, sir.

***6. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Public Works Division – Buildings and Grounds	3	\$6,401
Department of Business and Industry – Industrial Relations	1	\$26,890
Total:		\$33,291

Clerk’s Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: Mr. Mohlenkamp, Agenda Item No. 6.

Clerk: Thank you, Governor. Before the Board are the purchase of four different vehicles, three from the Public Works Division, Building and Grounds Section, and one from the Business of Industry, Industrial Relations, for a total purchase of \$33,291. We have no concerns. These are all included in the respective budgets.

Governor: And we got one of the vehicles for \$1, Mr. Mohlenkamp.

Clerk: We are bargain hunters, yes.

Governor: I have no questions regarding this Agenda item. Other Board members?

Secretary of State: Move for approval.

Governor: We have a motion for approval of Agenda Item No. 6 by the Secretary of State.

Attorney General: I second the motion.

Governor: Second by the Attorney General. Any questions or discussion for the motion for approval? Hearing none, all in favor, please say aye. Opposed no. Motion passes unanimously.

***7. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapter: **0200 – Travel.**

Clerk’s Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: Agenda Item No. 7. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board is one modification to the State Administrative Manual. This is Section 0204. This is just a technicality to clean up. We're inserting the words, "State Officers Employees are eligible for per diem reimbursements if they are 50 miles or more from their official work station." This is language that's otherwise in SAM, but this is just cleaning it up, making sure it's also in this section as well.

Governor: I have no questions. Questions from other Board members?

Secretary of State: Move for approval of Agenda Item No. 7.

Attorney General: I'll second the motion.

Governor: Motion for approval made by the Secretary of State for Agenda Item No. 7, second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. Motion passes.

***8. FOR POSSIBLE ACTION – LEASES**

Four statewide leases were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: Agenda Item No. 8.

Clerk: Thank you, Governor. Before the Board are four separate leases. The first is the Office of the Attorney General, second, Health and Human Services, and the next two are also Health and Human Services. I would note that on the third, fourth and fifth that there are savings that we've achieved. And once again, credit goes to both the agencies and our Buildings and Grounds Leasing Section who have been working very well to generate some savings for the state.

Governor: In fact, those savings exceed over \$100,000. I have no questions with regard to Agenda Item No. 8. Board members, do you have any questions?

Secretary of State: I move for approval of Agenda Item No. 8, the four leases.

Attorney General: I second the motion.

Governor: There's a motion by Secretary of State to approve Agenda Item No. 8, a second by the Attorney General. I do have one comment. Madam Attorney General, are you going to miss your BCP as they relocate from the Sawyer Building?

Attorney General: I will absolutely miss them, but we will stay in touch. And let me -- actually Eric is here, Governor, if you would like him just to kind of explain what we're doing. It's not our complete BCP unit. We are actually keeping the Consumer Protection Unit still within here in the Grant Sawyer Building. And we're taking part of the Utilities side of it, including Eric, and relocating them closer to the PUC. As you know, that's such an important area and important part of what they do every day. They're always looked for at the hearings. And so felt it would be -- first of all, take the opportunity to take advantage of the great rates that are down here, but more importantly, to house them closer to the PUC so they can continue to conduct the fabulous work they're doing on behalf of the state on addressing Utility needs. And then, on top of that, it leaves more space in the Grant Sawyer Building for us to add to our Mortgage Fraud Unit, particularly on the Consumer Protection side because we're running out of room. As you know, we had some grant money coming in to help us fund additional positions. And we went before ISC with some of the settlement funds to add additional positions to that unit. So we are expanding the unit. And this will also give us room to accommodate all of those needs.

Governor: And thank you, Madam Attorney General. I thought this was a win-win all the way around. And in addition, it eliminates that commute between the Sawyer Building and the PUC and that's quite some distance between the two.

Attorney General: Yes, it is. So thank you.

Governor: Mr. Witkowski, keep up the good work. We have a motion and a second. Any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Opposed no. The motion passes unanimously.

***9. FOR POSSIBLE ACTION – CONTRACTS**

Eighty-seven independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 3-0

Comments:

Governor: Agenda Item No. 9.

Clerk: Thank you, Governor. Before the Board are 87 contracts for consideration.

Governor: Thank you. Here are my holdouts. They are 20 through 23, 24, 29 and 30, 31, 33, 34, 46, 78 through 81, and 85. Do other Board members have any holdouts with regard to Agenda Item No. 9?

Secretary of State: No, Governor.

Governor: Madam Attorney General, did you have any contracts you wish to holdout for consideration?

Attorney General: Actually, Governor, you covered the ones that I just had some questions about.

Governor: Great. May we take a moment? If there's anybody who would like to get back to their office, it's no problem at all, if you don't have any issues or are not associated with a contract that's been held. Okay. For the benefit of those that are here, we are going to re-implement a policy. The Secretary of State was kind enough to remind me that there was an amendment made to the regulations associated with the Board of Examiners and how it conducts its business, is that in the future, I'm going to ask each of the Board members to identify contracts they'd like to be held for consideration before the meeting. The items that have not been held by the Board members will be put on a Consent Agenda. And that will be much more efficient so that everybody doesn't have to come and sit here and wonder whether your contract is going to be called out. So Mr. Mohlenkamp is going to send out an all-agency memo so that it will be more beneficial for all of you and have more respect for your time. Is that accurate, Mr. Secretary?

Secretary of State: Yes, Governor. I pulled it. It's Policy 104 of the State Administrative Manual, Agency Attendants and Notification. It essentially says that if a Board member wishes to pull an Agenda item for discussion, we're to notify the Clerk of the Board prior to the BOE meeting, and that if the agency is not contacted by the clerk or the designee, the agency's not required to attend the meeting. So I don't know if that timeframe works for the other members of the Board, but that's the policy in place should we want to revisit it.

Governor: Thank you very much, Mr. Secretary. And I think we should, as I said, out of respect for everybody's time. All right then. First contracts are 20 through 23, Commission on Tourism. Ms. Vecchio, good morning.

Claudia Vecchio: Good morning.

Governor: How are you today?

Claudia Vecchio: I'm good. How are you?

Governor: Very well. Thank you. Just a basic question. We have these contracts with representatives that are going to be in France, Australia, Brazil, and South Korea?

Claudia Vecchio: Correct.

Governor: We are going to be piggy-backing, I would assume, on the LBCBA.

Claudia Vecchio: Exactly right.

Governor: And my question is this, what more are we getting for our \$60,000 for each contract with these entities or these individuals?

Claudia Vecchio: The real value that we get for that \$60,000 is the opportunity for us -- although Las Vegas is a gateway city where these folks come in, it really is to promote the rest of the state. Reno does not have representation in any of these markets. So we are kind of acting as their representative as well, along with the rest of rural Nevada. And really for the \$60,000 it's a very PR driven campaign. We'll be getting media. We'll be trying to get media and tour operators into the state. So I think generally it is a -- we'll be getting great value for the dollars that we're putting into there to represent the entire state.

Governor: That's what I was assuming that that would be, is that this is an opportunity to promote Northern Nevada, rural Nevada, some of these great opportunities within the state.

Claudia Vecchio: And you're exactly right. And those opportunities are those that these international travelers look for. So we really need to be in front of this extraordinarily expanding market.

Governor: I have no further questions. Board members, do you have any questions for Ms. Vecchio? I'll take that as...

Attorney General: No, Governor.

Governor: Okay. Thank you very much.

Claudia Vecchio: Thank you.

Governor: The next item is 24, Commission on Ethics.

Caren Jenkins: Good morning, Mr. Governor and constitutional officers, and happy Valentine's Day. I'm Caren Jenkins, Executive Director of the Commission on Ethics. And I have with me my Board Chairman, Erik Beyer.

Governor: Good morning, Mr. Beyer. It's good to see you again.

Erik Beyer: Thank you. It's good to be here.

Governor: My question -- and we've had you here before. You've been through IFC. Congratulations on that. I wanted to first confirm that this position is indeed going to be overseen by you.

Caren Jenkins: That's correct, Governor. Initially, there was a discussion about the Commission members' involvement in that oversight, but they've now delegated all of the actual signatory authority and monitoring authority, hiring authority to me.

Governor: And the next question is one that I'm sure you know was coming. My recollection of bringing on Ms. Bloom, who's going to be the individual that's going to be handling this contract, is that that position was going to be used exclusively to catch up the backlog of opinions. And in the purpose of the contract, it includes recommend opinions to be included as annotations to Chapter 281A and compiled written suggestions for modifications to Commission's current practices and policies. Is that going -- by broadening her responsibilities, is that going to take away significantly from her efforts to catch up the backlog?

Caren Jenkins: Thank you, Governor Sandoval. The development of Digest and Annotations has always been assumed by the Commission to be a part of the opinion-writing process, because when an opinion is written, we then digest it and submit it to LCB for selection, perhaps for annotation. That all is part and parcel of the same course of conduct in our opinion. As far as recommending suggestions to the mechanics of our opinion process, it simply logically follows that while you're involved in it as an outsider, you might come across ideas that might make sure we don't find ourselves in this pickle again. And actually, Governor Sandoval, it was your suggestion or comment in December at this meeting that what are we going to do to make sure we don't find ourselves here. And as a result of Ms. Bloom's application, our discussion kind of morphed into this last scope of work item. In the course of analyzing and writing, if there are suggestions she could make to streamline the process and make us more efficient, that she would be -- it would be hoped that she would share that. If that item, the scope of work were to be eliminated, I'm certain that she would do it anyway. And so if it gives any heartburn to the Board, we could eliminate it.

Governor: Well, I'm not seeking to eliminate it. I guess my question is, will that take away significantly from her efforts to catch up the backlogs?

Caren Jenkins: At this point, Ms. Bloom has indicated that it's completely doable even at this point. We're getting started somewhat later than I had hoped. She began retroactively. We're asking for approval to the 30th of January. So she's already begun and she believes it's a doable project.

Governor: And is she taking it from a FIFO, first in first out, or is she taking the oldest ones first?

Caren Jenkins: Certainly not. The Commission has identified that the third-party requests for opinion, the complaints, would have priority. And as a matter of fact, we've kind of prioritized them together. She's going to be taking a number -- primarily the request for opinion, the third-party requests, with several smaller, if you will, less complex opinions each month. And the hope is at least five, if not ten, third-party requests for opinions will be issued every month.

Governor: And she's a licensed attorney, isn't she?

Caren Jenkins: Yes, she is.

Governor: And why was she seeking a waiver for the professional liability insurance?

Caren Jenkins: Mostly because she's not providing legal advice per se or even acting as an attorney. Opinion writing may not be an attorney task. And so rather than getting a professional malpractice insurance, because all of her opinions will be going through my office and through Commission counsel before they're recommended to the Commission, our Commission counsels stop-gap, if you will, if any opinions are, you know, found to be legally insufficient or whatever, we would hope that both my review and Yvonne Nevarez-Goodson's review would send them back for review. So it was an additional cost to her and it would have taken some time so that she wouldn't be qualified for the contract to begin at the time it did. And so the Risk Management and the other bodies in state government had waived that requirement.

Governor: What is her hourly rate?

Caren Jenkins: I don't know.

Governor: Well, I ask because we're -- it's \$13,000 a month.

Caren Jenkins: Right.

Governor: And I was curious to do the math as to how many hours she'd be devoting to this. Will this be her exclusive responsibility or does she have other clients?

Caren Jenkins: She has several foreclosure mediation assignments that she needs to complete, but she's not accepting any additional during the term of this contract. It is her primary focus. And I don't know. It would be impossible to guess how many hours this project will take, but it's a substantial undertaking. And the \$13,000 is simply \$65,000 divided by five months.

Governor: No. I understand that math, but there's another equation as to how many hours will actually be going into this.

Caren Jenkins: I'm going to suggest that it would be -- it is less than what the Attorney General's office would assess us in charge backs. And that's the way that we developed the agreement, the \$65,000 in the first instance. And so it still is a savings to the state rather than if the Attorney General's office had the work hours available, we would end up being charged back in excess of the contract amount.

Governor: And has she started?

Caren Jenkins: Yes, she has. She understands there's two and a half weeks at risk if you are to reject the contract. And she says that's worth the risk.

Governor: We wouldn't do that. Mr. Beyer, I wanted to give you an opportunity. Did you have any kind of presentation that you would like to make?

Erik Beyer: Thank you, Governor. I appreciate that. As Chair, I think when this first came to our attention last fall, the beginning of the backlog, I felt a personal ownership or responsibility, I guess, since our responsibility is to work with our counsel to get these opinions out. And at

that time I formed a subcommittee which consisted of Commissioner Lamboley and distinguished attorney from Reno, as well as Commissioner Weaver, another attorney from Las Vegas and myself. And we met trying to understand why the backlog occurred and trying to at least discuss some possibilities of how we might be able to catch up on the backlog and not have this happen in the future. And I kind of felt it was one of those quick diets, you know, you go on and you lose the weight and then you go right back on it. So this is the long-term. Obviously, corrections have to be made in our office to get these things out on time. And so the committee met with our Executive Director and with her counsel and see all the things that were on the table. And one suggestion was to retain a temporary consultant or someone who could help us to catch up. And as our Executive Director has indicated, learn maybe some new tricks of the trade from this individual that could help us to streamline things in the future. And so I requested that possibly this subcommittee could sit in on the interviews of the potential candidates. And our Executive Director had picked out of a list of 10 or 12, I guess, that were interested, was 4. And she conducted the interviews. And we sat and asked her a few questions, but came to the conclusion that the one that she had picked as her first choice became the one that was retained. So the Commission, in no way was to interfere with your direction, Governor, in our past meeting that she would work under the direction of the Executive Director. And this is fine with the Commission. I personally felt some ownership and some concern that why we had not been on top of this backlog and it shouldn't have happened in the first place. So that was our role, I think, as a Commission. Of course, I would end up having to sign all the opinions. And so I felt a personal involvement there. But we fully understand your concern and your direction and we want to comply with that.

Governor: Thank you, Mr. Chairman. Do you feel that with the meeting of the subcommittee and the suggestion that perhaps better systems in the future, that once this gets caught up, that in moving forward, that you'll have the resources to stay on top of it as your cases come before you?

Erik Beyer: I think so. I've talked to the counsel about this. And there are ways that we can maybe streamline the opinions that are issued. She's very conscientious and has spent a lot of time on each opinion, but I think we can short-circuit those, particularly with the...

Attorney General: Governor, excuse me.

Erik Beyer: It's all right.

Attorney General: We could not hear her down in Vegas.

Erik Beyer: Should I repeat?

Governor: Yes, please.

Attorney General: That would be helpful. That was the same question that I had as well.

Erik Beyer: No. I had met with our counsel and there are ways that we can short-circuit -- not short-circuit, but streamline the opinions that are being written, particularly those that come for an opinion of the first...

Caren Jenkins: First party.

Erik Beyer: Yeah, and those could be done by a short form request. We have also already put into place the fact that our counsel will give us maybe a rough draft of an opinion that we discussed during the hearing and use that as the background for the hearing rather than a lot of finding of facts and so forth to begin with and have the rewrite the whole thing. She can give us the information that we need during the hearing in the form of the rough draft of the opinion. And so that takes out one segment of her work. So I think we're only implementing some streamlining of the preparation of the opinions. And I'm convinced that once this is behind us that we will be able to catch up and stay on track.

Governor: Thank you very much, Mr. Chairman. I have no further questions. Mr. Secretary, Madam Attorney General?

Attorney General: Governor, I just had one quick question. Caren, and correct me if I'm wrong and this was a while ago, the last time we talked about this, I thought you'd said there was a backlog of about 80 opinions; is that correct?

Caren Jenkins: Madam Attorney General, I believe there were 55 to 60 when I first came to this body.

Attorney General: Okay.

Caren Jenkins: There may be more now.

Attorney General: Okay. And it's just on the heels of the Governor's questions. It was similar to my concerns because this is about a contract only for five months. So you're anticipating that at the very least this new contract will handle ten opinions a month to get through all of those backlogs within the timeframe of the term of service for the contract?

Caren Jenkins: The contract specifies that all of the opinions that are outstanding, as well as any new opinions during the five-month period, will be written by the contract attorney. The minimum for her monthly payment draw, if you will, is ten final draft opinions per month.

Attorney General: Okay.

Caren Jenkins: Certainly it's going to take some time to ramp up. I expect the first month and a little bit might only be ten opinions. But then as, you know, you get a template going and get more used to the statutes, I would imagine that that number's going to rise significantly in the next four months.

Attorney General: Okay. And so, Caren, let me make the offer, and I know we've been working on this, to the extent that we can help in any way. As you know, we are overloaded with work ourselves. But if we can help in any way with some of those opinions, please don't hesitate to reach out to our office.

Caren Jenkins: Thank you, Madam Attorney General. You'll be pleased to know that your Deputy Attorney General provided us with a Senior Deputy to approach several opinions. And we've gotten several drafts back already and we do appreciate any help that you've been able to give. I know that you and your staff are very overwhelmed at this point. But I'm grateful for this opportunity to work with Ms. Bloom. Nineteen years as the Chief Clerk with the Nevada Supreme Court gives her great judicial efficiency background and experience and certainly a lot of opinion-writing and opinion-drafting experience. So we're delighted to have her.

Attorney General: Thank you.

Governor: I have no further questions. Secretary, do you have questions? Thank you very much. It's good to see you, Mr. Chairman.

Erik Beyer: Thank you.

Governor: 29 and 30, Department of Education.

Jane Splean: Good morning, Governor, members of the Board.

Governor: Good morning.

Jane Splean: My name is Jane Splean. I'm the Assistant Director for Special Ed. at the Department of Education.

Governor: Thank you for being here today. When I was looking through these contracts, I saw that they were first implemented in 2007. And these two contracts are for an entity and an individual to review the performance on those grants; is that accurate?

Jane Splean: Yes, pretty much. They are in charge of major pieces of the evaluation. Dr. Gene Hall actually has a lot to do as well with the final year of implementation around some specific professional development activities that are described in the project design.

Governor: And this specifically, and I saw this as an opportunity to ask you the question is, how is it going? I mean, the grant, as I read the letter, is to find the desired student and educator outcomes with regard to the special education.

Jane Splean: Right. Well...

Governor: Are we seeing gains as a result of the grant?

Jane Splean: We are. We are. Again, the grant has four specific -- or actually now three specific goals regarding outcomes. And one of the activities is a lot revolves around the mentorship of special education teachers in both Clark and Washoe County, whereby -- so what we're doing now is really looking at very specific outcomes and retention of those kinds of special education teachers over time. This is the fifth and final year of the grant, so we're really looking at pulling together all that evaluation data and looking at trend data. But we do have enough data to know those programs have been highly effective, highly valued by both those districts, as well as effective in retaining the teachers, which is critical for us in the shortage area kind of thing. Regarding some of the actual programs, specifically the instructional consultation program that's being implemented in six of our districts, we're looking specifically now to try to understand how that program impacted the achievement of students with disabilities. So, again, this is a critical year for pulling together all that evaluation.

Governor: Yeah, I get the impression that there's this big vault of information that needs to be reviewed. Is that fair?

Jane Splean: It is. It's been collected over four years. Around implementation each year we collect and conduct implementation assessments. So now it's time to pull it all together, to look at that trend data and collect all of it to put it together into a final report.

Governor: And that's what this entity and the doctor will do?

Jane Splean: Correct. They're both engaged in a big part of that.

Governor: And what's the amount of the grant per year?

Jane Splean: It was originally, I believe, like a \$3.1 million grant over five years. The critical part is, again, we're getting ready to finalize this. The actual end of the contract is in August 31st of this year. We'll be going for a no-cost extension so that it will tide us over yearly until we can apply for a next round of a professional development grant. There are also unexpended funds due to change over of staffing, that kind of thing, that was being supported through this grant. So that way it'll allow us to utilize those funds and complete all the activities, so...

Governor: Thank you very much. It's very helpful. Any questions from other Board members? Thank you again.

Jane Splean: Okay. Thank you.

Governor: Contract 31. Good morning.

Brenda Berry: Good morning, Governor. My name is Brenda Berry. I'm with the Aging and Disability Services Division. And so I'm here to answer any questions you have.

Governor: Thank you. And I have no issue with the contract itself. I just saw -- I'm concerned because our caseloads are increasing dramatically. And I saw that the reason for increase in the

amount of money was due to an increase in enrollees for Medicaid Part D. Could you specify what that increase is?

Dena Schmidt: Good morning, Governor. This is Dena Schmidt, the Chief of Supportive Services. And this particular Part D plan has seen an increase in enrollment. Our eligible members can choose any plan they wish. We just have seen increased enrollment in this particular plan.

Governor: How much is that? Tell me what that increase is.

Dena Schmidt: What percentages? I don't have that number.

Governor: Okay. Just later on, just for my -- I'm just real curious as to how many new folks that we have there. That'd be helpful for me.

Dena Schmidt: We can get that for you.

Governor: Thank you. That's all. Contract 33.

Charles Duarte: Good morning, Governor.

Governor: Good morning. Just a little background. As you know, Mr. Duarte, any item on the Agenda that has this many figures behind it I'm curious about. And this is a real important piece of what we're doing with regard to Medicaid. This is a contract amendment of \$266 million. If you would just set the table in terms of how we're doing, what this is for and what we're going to be doing moving forward, I would appreciate it.

Charles Duarte: Be glad to do that. For the record, Charles Duarte, Administrator for the Division of Health Care Financing and Policy. With me is our Fiscal Officer, Lynn Carrigan. This contract, as you noted, is a contract extension, which allows us to continue working with Amerigroup Nevada, one of our contracted HMOs, to cover medical services for approximately 90,000 Nevadans who are served through that plan. The contract extension will take the contract through June 30th of 2013, a one-year extension. As you recall, our other contracted HMO, Health Plan of Nevada, had a contract extension approved -- a similar one approved in December. And so this is the second contract that we need approval on. The reason for that extension request is that it will allow us more time to analyze the uninsured population that's out there right now, who potentially could be enrolled as a result of the Medicaid expansion associated with the Affordable Care Act. We believe that the vast majority of those individuals who could enroll in Medicaid will be covered by our managed care programs. And so in order to put out an adequate bid with the information that bidders will need to analyze, we need more information on this uninsured population. And so our intent is that this summer we'll be issuing another request for proposal for bidders on our managed care programs. But in the meantime, we need the services of HPN and Amerigroup to continue.

Governor: And this may be drifting a bit, but what do you anticipate -- obviously the Affordable Care Act is in the midst of litigation. I don't know the exact date of the oral

argument, but it's set in the very future is my understanding, that there will likely be a decision by the end of the term, which would be June. If there is a new group of eligible clients or participants in this, will we be having to amend this contract again to accommodate those individuals?

Charles Duarte: For the record, Charles Duarte. Governor, no, this will extend our services with our two current vendors through June 30th of 2013. The Affordable Care Act will take effect January 1 of 2014. And so the idea is that we will have managed care plans in place, potentially new vendors or the same ones in place, in order to serve our current Medicaid population, as well as potentially this new population that we've discussed.

Governor: And as you're aware, Mr. Duarte, I did sit down with the representatives of Amerigroup because I wanted to hear first-hand how they're doing. I mean, obviously if we're extending this contract, their performance has been good.

Charles Duarte: Yes.

Governor: We have complete confidence in them, but I wanted to get your observations.

Charles Duarte: Thank you, Governor. Again, for the record, Charles Duarte. Yes. We're very pleased with the performance of both of our plans. They've done a good job, both in terms of quality of care, as well as cost of care. As an example, we have managed to work with them on rate increases that have been below one percent or a low single digit. As you probably know, in terms of health care inflation in general, it's been running high single digits for the last three years. And so in terms of their overall cost of care, you know, they have managed to keep that down. We did conduct a study through UNR last year with Professor Jeanne Wendel and her team to look at comparable savings associated with managed care versus other programs. And she did find -- her team did find that there was still some savings associated with our managed care programs. We intend to repeat that study with Dr. Wendel at some point in the near future. And one of the things in terms of cost effectiveness I'll point out is that in 2010, we worked with both managed care plans to reduce their administrative costs, what we would allow as administrative costs, from approximately 14 percent to 10.5 percent. That was hard for both of our plans, but we find that, you know, that was an effective way to help reduce costs. And they've managed to continue to provide quality services with that reduced level of administrative overhead. So if you compared commercial plans, you're looking at commercial overhead of anywhere between 26 and 15 percent versus the 10.5 percent we're running now.

Governor: And I'd imagine, I mean, four percent doesn't sound like a lot, but that's a lot of money.

Charles Duarte: It is.

Governor: Could you quantify that?

Charles Duarte: Yeah, I wish I could. I'm sorry, I can't put that into dollar terms, but it is a significant portion of the premium that we pay the plans.

Governor: And that in turn we can use that to providing more funds for care, correct?

Charles Duarte: Correct.

Governor: I have nothing further. Board members, do you have any questions in regard to this Agenda item? Thank you very much.

Charles Duarte: You're welcome.

Governor: Are you here for 34 as well?

Charles Duarte: Yes.

Governor: And I think I understand. I held this one out. Is it simply that we are putting inmates within the Medicaid Program, whereby, we weren't doing that before? Or what are we doing now that we weren't doing before that necessitates this contract?

Charles Duarte: Again, thank you. For the record, Charles Duarte. And we have a representative here from Corrections. But let me just -- before we talk about that, I would like to say that this contract is a result of an initiative that Director Cox, Director Mohlenkamp and Director Wilden asked us to get engaged in. Some of the folks here at this table right now were involved in a project team to develop this contract. In addition, staff from the Division of Welfare and Supportive Services were involved. The intent is as you said, Governor, individuals who are served outside of the correctional medical system in the community, community hospitals, what we're going to be doing is making them Medicaid eligible and paying facilities using Medicaid rates, which is significantly lower than what they're currently paying. My understanding is that for comparable care, they were looking at paying approximately \$1.2 million in state general fund. And now that cost per year will be approximately \$315,000. There's a representative from Corrections here who might want to add to that.

Deborah Reed: Deborah Reed for the record. What we looked at basically for presentation purposes today is how much money we could have saved in general fund if we had implemented this July 1st, and we estimate just roughly about \$350,000 for this just through December. So this is obviously a very good incentive for us to continue with this. And we're also looking at further opportunities within Medicaid to see if there's other opportunities and also other agencies to see if there's opportunities there to save more general fund dollars. But we do want to thank Mike Wilden and Chuck Duarte and their staff for working with us so diligently on this. It came together rather quickly, but Director Mohlenkamp is the one who planted the seed before he left. So thanks to all.

Governor: You know, I just want to take this moment to congratulate you and compliment you for what you've done because this is exactly the essence of what we're trying to accomplish here in terms of state agencies working together to save money so that we can put it toward other issues as well. But this is creative, it's innovative and it's what I described as thinking big. I

mean, it's just really thinking outside the box. So thank you very much for all of your efforts. Next item is 46. Good morning, sir.

Dave Prather: Good morning, Governor. For the record, Dave Prather. I'm the Administrative Service Officer for the Division of Mental Health and Developmental Services.

Governor: And my question is -- we're kind of getting to the end of the line in terms of reaching all these agreements with their respective counties; is that accurate? Is there anything else hanging out there that you're concerned about?

Dave Prather: Not that we're concerned about. We don't have a contract with Clark County yet, but due to the turnover in their legal department, for lack of a better term, that one's been delayed. But they are currently paying the invoices on schedule, so we're not having any issues in terms of revenue. So everything is going pretty good. We still have one, I believe, with Nye County and they've just had some turnover down there too. So things are just taking a little more time than we've...

Governor: Which is fine and I know those things take time. But I do recall Director Wilden talking about Nye County and perhaps that was escalating, that issue, perhaps to a legal challenge. Is that still where it is?

Dave Prather: I'm not sure if I would call it escalating. I'd just developed a pretty good relationship with their county manager and they terminated him last month. So, like I say, we're now stopping and starting over with those folks. So there's a -- I haven't spoke with the legal...

Governor: You're a tough negotiator.

Dave Prather: It's just bad timing on that one. But, like I say, so we're still pushing forward with them.

Governor: All right. Thank you very much.

Dave Prather: You bet.

Clerk: Governor, I might add that -- Jeff Mohlenkamp, for the record, that we actually see significant progress in the last three months. Whereas, three or four months ago I was very concerned. Overall, the picture's really looking much better.

Governor: It was 78 through 81, the DETR and the Workforce Connection, Nevada Works contracts.

Dennis Perea: Good morning, Governor. For the record, Dennis Perea, Deputy Director of DETR.

Governor: Yes. Good morning, Dennis. Just so I understand these items on the Agenda, this is a result of the Department of Labor changing its policies and requiring you to shift the

Governor's reserve money into -- or the Governor's reserve account into a different category; is that accurate?

Dennis Perea: A portion of that. Yes, that's correct, Governor.

Governor: Okay. And my concern or question is this, is by approving these transfers, will that also be considered tacit approval of these budgets that were attached to the contracts for Workforce Connections?

Dennis Perea: Yes, Governor.

Governor: They will be?

Dennis Perea: Yes, sir.

Governor: So the Board of Examiners is approving -- I'm looking at that attachment AA that was revised January 3, 2012. And I had certain questions within that budget that I don't know if they'd be appropriate to be asked today. So my question was -- I have no problem transferring the money. I just have questions about how that money is going to be spent.

Dennis Perea: There are members from Workforce Connections and Nevada Works in the audience if you'd choose to ask questions.

Governor: Well, as I said, this attachment AA is essentially what is the proposal for how to spend the additional money that is coming from the Governor's reserve account; is that accurate?

Dennis Perea: No. The additional money would be going into, I believe -- and correct me if I'm wrong, Ms. Wicks, but the money would be going into the unallocated dollars of the Board so that they could either be reallocated under current contracts or roll forward into next year's contract.

Governor: Okay. Because there's one item on here, it's 6850 Strategic Initiative, which is going to be seeing additional money of \$688,000.

Dennis Perea: Yes, Governor. Director John Ball has joined the table if you'd like to try and explain that.

John Ball: Good morning, Governor.

Governor: Good morning.

John Ball: John Ball for the record, Workforce Connections. Unlike most state agencies or even local government agencies, Governor and Board, we do not have a carryover from year to year. We're not allowed to do that by the Department of Labor. So we generally have a line item that picks up revenues that come in after our original budget is adopted by our Board, usually in June. So this budget has been operative since July 1st of 2011. And that line item is

simply a place a temporarily collect revenues, for instance, that were carried over, did not get spent last year. And as of July 1st, we did not know the total that did not get spent in programs. Sometimes programs will send some money back. Or, as in this instance, additional revenue will come from the state or federal government. That's a temporary parking place until our Board decides which particular kind of contracts those revenues will be allocated to. In this case, under the Department of Labor's budget adjustment, that moves this money from the Governor's reserve. Some of the money is in Adult Services and some is in Dislocated Workers' Services. So they will be reallocated to training contracts in those two areas.

Governor: Okay. And also there's a line item in here for travel for staff for \$70,000.

John Ball: Yes.

Governor: Is there extensive travel that the staff has to undergo?

John Ball: There's quite a bit. Governor, and we would expect -- we're on track to significantly underspend that item. But we have, as you understand, a large service area across southern Nevada, also have travel required to Carson City on occasional basis. So all the travel that we do in terms of covering the four counties of southern Nevada and the four cities that we serve come into that line item.

Governor: Well, I guess I'd ask this. With going back to the strategic initiative and the workforce training, would you please coordinate with DETR and I would like to see how that money is being spent to ensure that it is consistent and complements what we're trying to do with regard to economic development in terms of training a workforce that is aligned with our economic development plans?

John Ball: Absolutely, Governor. And let me just say, I just stepped out of a meeting with Steve Hill here on the same floor. And we're having that discussion right now with Steve and his team. We have organized all our efforts over the last three years around sector councils. We have two of those up and running in green and health care now, have been for a couple of years. And we have a couple more coming online. So we have foreshadowed, in some instances, these strategic efforts that you and Director Hill kicked off last week. We're happy to coordinate with that very closely. One item that came up in that meeting was this issue of overhead at the local Board, particularly the southern Board. Let me just say, we are limited by federal law to ten percent overhead expenditures. As you know from being around local and state government, that is a very lean operating mix on the administrative end. And every dollar that we have in each of these line items has to be accounted for through multiple audits, both in our own internal audits and at the level of the Department of Employment and Training and the regional office in San Francisco and the federal office in Washington.

Governor: Well, at the end of the day we all want the same thing, which is to get as many dollars as possible to those that we serve.

John Ball: Yes, we do.

Governor: Great. I have no further questions on these Agenda items. Thank you very much.

John Ball: Thank you.

Governor: The last holdout I had was Contract 85.

Clerk: Governor, it doesn't appear that there's anybody here to discuss Contract No. 85.

Governor: And it's not a significant question. I understand that the Executive Director of the Audiology and Speech Pathology Board had stepped down and this is to hire somebody to do the same work functions. My question was, is the amount that we're contracting now more or less than what the previous individual was charging?

Clerk: Governor, I don't have that information now, but I can certainly -- we have somebody here who can speak to it?

Henna Rasul: Good morning, Governor. I've been called last minute.

Governor: Oh, you're fine.

Henna Rasul: I wasn't anticipating -- I'm here in place of the Executive Director. I'm the Senior Deputy Attorney General assigned to this account and hopefully will be able to answer any questions.

Governor: Just would you state your name for the record, please.

Henna Rasul: Henna Rasul, Senior Deputy Attorney General.

Governor: It's good to see you again, Ms. Rasul.

Henna Rasul: Nice to see you again.

Governor: I know that this contract was simply to -- the former Executive Director had left. This is a contract with this Lori Lynn Limited for that individual to perform those functions. The contract was for \$2,075 a month for a total of \$24,900. I was just curious as to whether that was more or less than what the prior individual was charging.

Henna Rasul: Thank you, Governor. It's more and that is because the previous Executive Director was not really performing the functions that needed to be performed. And this Executive Director is also an Executive Director for another Board I have and she's done phenomenal work for that Board in putting it back on track. There's a lot more to the position than what was actually being done by the previous Board Executive Director, if that makes any sense.

Governor: I understand how you're trying to present things. So this other individual is currently the Executive Director for the Board of Occupational Therapy.

Henna Rasul: Correct.

Governor: And so she would taken on these responsibilities for this Board but at a higher cost before but to in essence get the Audiology and Speech Pathology Board back on track. Is that a fair statement?

Henna Rasul: Exactly.

Governor: That's all I have. Thank you.

Henna Rasul: Thank you.

Governor: But I have no other questions with regard to any of the contracts contained within Agenda Item No. 9. Do any of the Board members have any contracts they'd like to be held out for consideration?

Attorney General: No, Governor.

Governor: So with that, the Chair will accept a motion for approval for Agenda Item No. 9, Contracts 1 through 87.

Secretary of State: Move for approval.

Attorney General: I second the motion.

Governor: So motion by the Secretary of State for approval of the Contracts 1 through 87 under Agenda Item No. 9, a second by the Attorney General. Are there any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. Motion passes.

***10. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

Two master service agreements were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Attorney General Vote: 2-0

Comments:

Governor: Agenda Item No. 10, Master Service Agreements. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before the Board are two master service agreements. The first is court reporting for \$500,000. The second, ISIS, LLC, and this is a \$10 million contract that provides for the vendor to go out and seek ways that the state can save money essentially, go out and look out at our technology, our phone uses, some of the various different ways the state is

spending money and to identify methods where the state could actually operate more efficiently. It is a contingency contract in that the vendor collects only when the state has bona fide savings that we've achieved. Kimberlee Tarter's here if you have any questions on NIC No. 2.

Governor: I'm curious, what would be an example of what they would look into?

Kimberlee Tarter: Good morning. For the record, Kimberlee Tarter. Some of the things, when they come in and they do the audit, they look at the number of lines that an agency has assigned. And they may identify lines that don't have any usage on them. And they will bring it to the agency's attention to determine if it truly is a vacant line that we are paying for or it's a vacant line that perhaps is an emergency service line that we do need to maintain. So they'll go in, make identification of unused things. They'll look at billing rates. They pull all the invoices that the state's received from the vendor. They look at the contracts and they determine if we're being billed at the correct rate. And then if there's overbillings, those are the type of things that they'll also pursue. They look at the equipment that we have. Do we have any excess equipment? The ability to go down through a very thorough and detailed list and their expertise truly does lie in telecommunications. And so it allows them to look at things with more depth and with more vigor than, say, a state employee would do because they have more skin in the game in the fact that they're going to only be paid in the event they actually are able to determine that there are any operational savings.

Governor: And will they be working with Mr. Gustafson? Does that come within his spear of influence, I'll call it?

Kimberlee Tarter: Yes. They will be starting off with Enterprise Information Technology Systems. That's the kickoff point. But the contract was actually written to be used by any state agency down to political subdivisions. There has been some decentralization in the telecommunications of the state. So Mr. Gustafson's agency doesn't have sway over all state agencies. We're hoping that with some of the successes that we're comfortable we will be able to achieve with his agency, other agencies will then want to participate.

Governor: And how do you encourage maximum participation in this program?

Kimberlee Tarter: Because the Governor says so.

Governor: I was trying to put it as gentle as possible, but, no, I would like there to be, you know, all the affected agencies to be participating in this to see if indeed there are ways that we could save money.

Kimberlee Tarter: That would be absolutely wonderful. There will be an all-agency memorandum released letting the agencies know this contract is out there, point of contacts so that they can begin moving forward with it. The more support we can have the highest level possible will certainly encourage that participation.

Governor: And I'm sure everybody wants the same thing. It just isn't perhaps a matter of being aware of it. So as broadly as you can disseminate this, the better.

Kimberlee Tarter: Absolutely. And it is very important because the more participation that we're able to achieve, the contractor reduces the percentage of what they charge on the (inaudible).

Governor: Thank you. Board members, do you have any questions with regard to Agenda Item No. 10, No.'s 1 and 2, Master Service Agreements?

Attorney General: Governor, I do have a question on the last item that was just discussed. I understand that it's a contingency agreement. I'm wondering if they can discuss the particulars of the percentage fee amount that was entered into.

Kimberlee Tarter: I can give you some general information. We also have individuals from Information Technology that participated in the evaluation of the solicitations. Currently it is at 30 percent. And that is set as a maximum that they would keep for their recovery fee. And then the greater participation, the more lines that are provided, they will negotiate that fee down.

Attorney General: Okay. Would you -- I would like to see a copy of it. I'd appreciate that if you can send that over to my office. That would be great.

Kimberlee Tarter: Absolutely. We'll have a copy out to you today.

Attorney General: Thank you.

Clerk: And just -- Jeff Mohlenkamp, for the record. I do have a write-up in front of me just to clarify the record. And we'll have to verify this, but I've got that any collections from \$1 to \$249,999 is at 32 percent. Then it drops down to 29 percent for anything over \$2 million. So it is a decreasing -- the amount of collections decreases the amount of percentage fees that we would pay to the vendor.

Attorney General: Thank you.

Governor: Perhaps we should pass that on to some law firms as well, I would say. All right. Chair will accept a motion for approval of Agenda Item No. 10, Master Service Agreements 1 and 2.

Secretary of State: Move for approval.

Attorney General: I'll second the motion.

Governor: There's a motion by the Secretary of State for approval of Agenda Item No. 10, Master Service Agreements 1 and 2, a second by the Attorney General. Are there any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Opposed no. Motion passes unanimously.

11. INFORMATION ITEMS

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

Pursuant to NRS Chapters 111, Statutes of Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending December 31, 2011 (reference NRS 321.5954).

- **1989 Tahoe Basin Act**

The agency reports there were no transfers of lands or interests in lands during the quarter.

There were no acquisitions of lands or interest in lands during this quarter.

- **Lake Tahoe Mitigation Program**

The agency reports that there was one Residential Development Right transaction under this program for the quarter. The Right was associated with a parcel of land that the Nevada Land Bank purchased using excess coverage mitigation funds received in calendar year 2000. The sale of the Right generated a total of \$12,950 in proceeds for the Nevada Land Bank.

No other transactions are reported for the first quarter of FY12.

Comments:

B. Report to the Board of Examiners regarding Arbitrage Liability on the \$149,990,000 Capital Improvement Series 2006E Bonds

The Department of Administration has contracted with Arbitrage Compliance Specialists Inc. This company has significant legal and financial expertise in tax exempt bond issuances and specifically in the area of arbitrage calculation. In the issuances of tax exempt bonds, arbitrage payments can be owed to the federal government when a state or municipality does not spend funds within a prescribed time frame. Further, if timely spending requirements are not met and the state or municipality accrues interest income that exceeds interest payments, a payment is owed to the federal government.

Leading into the close of calendar year 2011, the State Controller's office had determined that a payment of \$868,245 was due. Since arbitrage is a complicated matter and requires a very specific level of expertise, it was determined appropriate to seek specialized expertise. This expertise proved very helpful as the contractor identified accounting methodology that demonstrated expenditures were timely and in full compliance with required time frames which

eliminated the liability. Therefore, no arbitrage liability exists with regard to the \$149,990,000 Capital Improvement Series 2006E Bonds.

Comments:

Governor: Agenda Item No. 11, Information Items.

Clerk: Thank you, Governor. Before the Board is two different reports from the Department of Conservation and Natural Resources, Division of State Lands. The first is with regard to the Tahoe Basin Act and the second is with regard to Lake Tahoe Mitigation Program. I believe there are still representatives here to answer questions. I'm not sure if they are or not. Yes, there are.

Governor: I have no questions regarding this Agenda item. Board members, do you have any questions with regard to Agenda Items 11A and B?

Clerk: For the record, I wanted to advise the Board. A while back there was a news article that discussed the state's potential liability with regard to arbitrage. Arbitrage payments can be due from states or municipalities in the event where the interest earned from bond proceeds exceeds the expenditures from, you know, the state or the municipality. In this case, the State Controller's Office had indicated that potential liability of over \$860,000 was potential. Going into the end of the year, we were looking at that. At the same time we were in discussion with both the Controller and the Treasurer's Office with regard to having this examined more carefully. So my office took the liberty to move forward and to hire any contractor, in this case, Arbitrage Compliance Specialist, Inc. They looked at the -- they worked extensively with our staff and also with the Controller's Office and the Treasurer's Office and were able to determine that, in fact, the state does not owe any money in the form of arbitrage. The counting mechanisms that we were using before we converted actually were appropriate in the calculation of arbitrage. And by applying those allocations on a first in, first out basis for the expenditures on bond proceeds, we determined that there are no, there will be no liability on the bonds at this point in time. So that's good news and I wanted to advise the Board of that.

Governor: And thank you, Mr. Mohlenkamp. And the two individuals in your office that were identified as being responsible for assisting in that determination were brought to my attention. And I've written them notes to thank them for their efforts. But certainly I want to compliment you for what you've done here. And that was a large amount of money that was alleged that the state would owe. And now, you know, it's been determined that we don't. So I appreciate your diligence and hard work in that regard.

Clerk: Thank you, Governor. And just for the record, Evan Dale and Jim Rodriguez are the two members of my staff that put in a ton of effort into this. And I think they should be acknowledged and I really appreciate that.

Governor: Any questions with regard to Agenda Item 11B?

Secretary of State: No, Governor.

12. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: Any Board member comments on, excuse me, under Agenda Item No. 12?

Secretary of State: No, Governor.

Governor: Is there any public comment here in Carson City under Agenda Item No. 12? Any public comment in Las Vegas?

Attorney General: No, Governor.

***13. FOR POSSIBLE ACTION – ADJOURNMENT**

Comments:

Governor: All right. Then is there a motion for adjournment?

Secretary of State: So moved.

Attorney General: Second the motion.

Governor: The motion by the Secretary of State for adjournment, second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Opposed no. Motion passes. The meeting is adjourned. Thank you, Ladies and Gentlemen.

Attorney General: Thank you.

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN


ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
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Date: February 9, 2012
To: Janet Murphy, Budget Analyst V
Department of Administration
From: Cathy Gregg, Budget Analyst IV 
Budget and Planning 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. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF TAXATION


Nature of the Request

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department of Taxation is requesting authority to pay 48 refund requests totaling \$1,210,220.

Recommendation

Below is a table summarizing the actions either approved or pending Board approval at this time, and provides an outlook for future potential mining claim refunds. This action item is recommended for approval.

BOE Meeting Date	Mining Refund	MBT Credit	Grand Total
November 2011	\$8,179,929.50	\$538,050.00	\$8,717,979.50
December 2011	\$522,960.00	\$7,140.00	\$530,100.00
January 2012	\$5,689,309.00	\$0.00	\$5,689,309.00
February 2012	\$588,830.00	\$74,200.00	\$663,030.00
March 2012	\$1,210,220.00	\$0.00	\$1,210,220.00
Totals to Date	\$16,191,248.50	\$619,390.00	\$16,810,638.50
Total Mining Claims Deposited in State General Fund			\$18,158,531.50
Difference			\$1,347,893.00

REVIEWED: 
ACTION ITEM: <u>3</u>



STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
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Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R BARENGO
Chair, Nevada Tax Commission
WILLIAM CHISEL
Executive Director

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

HENDERSON OFFICE
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Fax: (702) 486-3377

Date: February 7, 2012
To: Cathy Gregg, Budget Analyst 4
From: Brody Leiser, Deputy Executive Director *BL*
CC: Janet Murphy, Budget Analyst 5
Mark Winebarger, Program Analyst, Legislative Counsel Bureau
Subject: Board of Examiners Action Item – Mining Fee Refunds

In accordance with Senate Bill (SB) 493 (see Attachment A) of the 2011 Legislative Session, the Department of Taxation requests the Board of Examiners' approval for payment of the attached list of 48 applications for mining fee refunds, totaling \$1,210,220.00 (see Attachment B). These refunds are for amounts paid by mining claim holders pursuant to Nevada Revised Statute (NRS) 517.187 (see Attachment C). Section 16.7 of SB 493 repeals NRS 517.187 for mining claims fees adopted in Assembly Bill (AB) 6 during the 26th Special Session. AB 6, section 47 (see Attachment D, page 54), amended NRS 517.187 to impose an additional fee on each filing by persons holding 11 or more mining claims. The fees deposited by the State Controller in the State General Fund for FY 2010-FY 2012 totaled \$18,158,531.50. ✓

Attachment B represents the Taxation's fifth submittal to the Board for approval of refund applications that the department received for amounts it verified were paid by the mining claim holders to the county recorders, forwarded by the county treasurers, and received by the State Controller's Office. SB 493, section 16.7, subsection 6 provides that all such claims presented by the department and approved by the Board "must be paid from the State General Fund."

SB 493, section 16.7, subsection 2 provides that the amount of fees paid by mining claim holders may be applied against the applicant's Modified Business Tax (MBT) liability with the excess amount carried forward until it is exhausted, unless the department determines it impractical to provide the full credit. Amounts that are not applied against an MBT liability will be refunded to the applicant. Due to lack of staff to track mining claim credits manually over an extended period, the department established a one-year timeframe in which it would be practicable to track and apply these amounts against MBT liabilities. Of the 48 applications received and verified to date for this fifth submittal to the Board, the department did not identify any with ✓ MBT accounts that will have the requested refund amounts applied to their liabilities over the following year.

The department will continue to present refund applications to the Board each month for payment approval as it receives and verifies them. Pursuant to Section 16.7 of SB 493, applications for mining fee refunds will be accepted until June 30, 2013. To date, the department has forwarded 665 applications for refund, ✓ totaling \$16,191,248.50, for Board approval and identified 21 applicants that will have refund amounts, totaling \$619,390.00, applied to their MBT account liabilities.

Please contact Carolyn Misumi at 684-2071 if you have questions or require additional information.

Attachments

Senate Bill No. 493–Committee on Revenue

CHAPTER.....

AN ACT relating to mining; creating the Mining Oversight and Accountability Commission and establishing its membership, powers and duties; revising provisions governing the calculation of net proceeds from certain mining operations conducted in this State; repealing a fee imposed on certain filings regarding mining claims; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law does not provide for a single administrative body to oversee the activities of the various state agencies that have responsibility for the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 5** of this bill creates the Mining Oversight and Accountability Commission, consisting of seven members appointed by the Governor. Two of the members must be recommended by the Majority Leader of the Senate and two by the Speaker of the Assembly. In the first biennium, one member must be recommended by the Minority Leader of the Senate. In the next biennium, one member must be recommended by the Minority Leader of the Assembly. The authority of the Minority Leader of the Senate and the Minority Leader of the Assembly to make those recommendations alternates each biennium thereafter. **Section 7** of this bill requires the Commission to provide oversight of compliance with Nevada law relating to the activities of each state agency with respect to the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 7** also identifies particular state entities that are subject to the supervision of the Commission with respect to their activities related to mines and mining: (1) the Nevada Tax Commission and the Department of Taxation in the taxation of the net proceeds of minerals; (2) the Division of Industrial Relations of the Department of Business and Industry concerning the safe and healthful working conditions at mines; (3) the Commission on Mineral Resources and the Division of Minerals of the Commission; (4) the Bureau of Mines and Geology of the State of Nevada; and (5) the Division of Environmental Protection of the State Department of Conservation and Natural Resources in its activities concerning the reclamation of land used in mining. **Sections 8 and 13-16** of this bill establish certain reports and other information that those entities are required to provide to the Commission. **Section 11** of this bill authorizes the Commission to request the Legislative Commission to direct the Legislative Auditor to provide for a special audit or investigation of the activities of any state agency, board, bureau, commission or political subdivision in connection with the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 12** of this bill provides that certain regulations of the Nevada Tax Commission, Administrator of the Division of Industrial Relations, Commission on Mineral Resources and the State Environmental Commission concerning mines and mining are not effective unless they are reviewed by the Mining Oversight and Accountability Commission before being approved by the Legislative Commission. **Sections 12.5 and 12.7** of this bill revise provisions governing the calculation of net proceeds from certain mining operations conducted in this State.

During the 26th Special Session in 2010, the Legislature enacted a law imposing a fee on the filing of an affidavit of the work performed on or improvements made to a mining claim or an affidavit of the intent to hold a mining



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claim, if the person who holds the mining claim holds 11 or more mining claims in this State. (NRS 517.187) **Section 16.3** of this bill repeals that law. **Section 16.7** of this bill allows any person who paid that fee to receive a credit of the amount paid against any liability of the person for the state modified business tax or, if that is not practical, a refund of the amount paid.

Section 16.5 of this bill makes an appropriation to the Department of Taxation to fund the costs for the Mining Oversight and Accountability Commission.

EXPLANATION -- Matter in *bolded italics* is new; matter between brackets ~~{omitted material}~~ is material to be omitted.

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

Section 1. Chapter 362 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 12 inclusive, of this act.

Sec. 2. *As used in sections 2 to 12, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 3 and 4 of this act have the meanings ascribed to them in those sections.*

Sec. 3. *“Chair” means the Chair of the Commission.*

Sec. 4. *“Commission” means the Mining Oversight and Accountability Commission created by section 5 of this act.*

Sec. 5. 1. *There is hereby created the Mining Oversight and Accountability Commission consisting of seven members appointed as follows:*

- (a) Two members appointed by the Governor;*
- (b) Two members appointed by the Governor from a list of persons recommended by the Majority Leader of the Senate;*
- (c) Two members appointed by the Governor from a list of persons recommended by the Speaker of the Assembly; and*
- (d) One member appointed by the Governor from a list of persons recommended by the Minority Leader of the Senate or the Minority Leader of the Assembly. The Minority Leader of the Senate shall recommend persons for appointment for the initial term, the Minority Leader of the Assembly shall recommend persons for appointment for the next succeeding term, and thereafter, the authority to recommend persons for appointment must alternate each biennium between the Houses of the Legislature.*

2. *The Governor, Majority Leader of the Senate, Speaker of the Assembly, Minority Leader of the Senate and Minority Leader of the Assembly shall confer before the Governor makes an appointment to ensure that:*



Division's previous report, including, without limitation, an accounting of any fees or fines imposed or collected;

(b) The current condition of mining and of exploration for and production of oil, gas and geothermal energy in the State; and

(c) Provide any technical information required by the Mining Oversight and Accountability Commission during the course of the meeting.

4. Shall submit a biennial report to the Governor and the Legislature through the Commission concerning the work of the Division, with recommendations that the Administrator may deem necessary. The report must set forth the facts relating to the condition of mining and of exploration for and production of oil and gas in the State.

Sec. 16. Chapter 514 of NRS is hereby amended by adding thereto a new section to read as follows:

The Director of the Bureau of Mines and Geology shall attend each regular meeting of the Mining Oversight and Accountability Commission created by section 5 of this act and each special meeting if requested by the Chair of the Commission and:

1. Report to the Commission on the activities of the Bureau of Mines and Geology undertaken by the Bureau since its previous report, including, without limitation, the current condition of mining and of exploration for and production of oil and gas in the State; and

2. Provide any technical information required by the Commission during the course of the meeting.

Sec. 16.3. NRS 517.187 is hereby repealed.

Sec. 16.5. 1. There is hereby appropriated from the State General Fund to the Department of Taxation to fund the costs for the Mining Oversight and Accountability Commission created by section 5 of this act the sums of:

For Fiscal Year 2011-2012.....	\$17,050
For Fiscal Year 2012-2013.....	\$17,050

2. Any balance of the sums appropriated pursuant to subsection 1 remaining at the end of the respective fiscal years must not be committed for expenditure after June 30 of the respective fiscal years by the entity to which the appropriation is made or any entity to which the money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any other purpose after September 21, 2012, and September 20, 2013, respectively, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred,



and must be reverted to the State General Fund on or before September 21, 2012, and September 20, 2013, respectively.

Sec. 16.7. 1. Any person who paid any fee, interest or penalty imposed pursuant to NRS 517.187 may, on or before June 30, 2013, apply to the Department of Taxation pursuant to this section for a credit or refund of the total amount paid by the person pursuant to NRS 517.187.

2. Upon the receipt of an application pursuant to subsection 1 and proof to the satisfaction of the Department of Taxation of the total amount paid by the applicant pursuant to NRS 517.187, the Department shall:

(a) Except as otherwise provided in paragraph (b), allow the applicant a credit of the total amount paid by the person pursuant to NRS 517.187 against any liability of the person for the tax imposed pursuant to NRS 363B.110, and carry any unused portion of the credit forward until the credit is exhausted; or

(b) If the Department determines that it is impractical to provide a full credit to the applicant pursuant to paragraph (a), cause to be refunded to the applicant the total amount paid by the applicant pursuant to NRS 517.187.

3. A person who paid any fee, interest or penalty imposed pursuant to NRS 517.187 is not entitled to receive any penalty or interest on the amount paid.

4. The failure of any person to apply to the Department of Taxation pursuant to subsection 1 within the time prescribed constitutes a waiver of any demand against the State for any credit or refund of any fee, interest or penalty paid by or on behalf of the person pursuant to NRS 517.187.

5. Each county recorder shall, upon the request of the Department of Taxation, provide to the Department such documentation as the Department determines to be necessary to verify the total amount paid pursuant to NRS 517.187 by any person who applies to the Department pursuant to subsection 1.

6. All refunds made pursuant to this section must be paid from the State General Fund upon claims presented by the Department of Taxation, approved by the State Board of Examiners, and allowed and paid as other claims against the State are allowed and paid.

Sec. 17. The Department of Taxation shall submit to the Mining Oversight and Accountability Commission created by section 5 of this act at the first regular meeting of the Commission following the effective date of this section a comprehensive audit program that sets forth the Department's plan for completing an audit of every mining operator or other person who is required to



file a statement concerning the extraction of minerals in this State pursuant to NRS 362.100 to 362.240, inclusive.

Sec. 17.3. The amendatory provisions of section 12.5 of this act:

1. Do not apply to or affect any determination of gross yield or net proceeds required pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2011.

2. Apply for the purposes of estimating and determining gross yield and net proceeds pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2012 and each calendar year thereafter.

Sec. 17.5. The amendatory provisions of section 12.7 of this act:

1. Do not apply to or affect any determination of gross yield or net proceeds required pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2013.

2. Apply for the purposes of estimating and determining gross yield and net proceeds pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2014 and each calendar year thereafter.

Sec. 17.7. 1. The Nevada Tax Commission, on or before January 1, 2012, and subject to the requirements of section 12 of this act, shall adopt regulations to carry out the provisions of NRS 362.120, as amended by section 12.5 of this act.

2. In adopting regulations pursuant to subsection 1, the Nevada Tax Commission shall amend or repeal any of its existing regulations that conflict or are inconsistent with the provisions of NRS 362.120, as amended by section 12.5 of this act.

Sec. 18. Notwithstanding the provisions of section 5 of this act, as soon as practicable after the effective date of this section, the Governor shall appoint to the Mining Oversight and Accountability Commission created by section 5 of this act:

1. One member pursuant to paragraph (a), (b) and (c), respectively, of subsection 1 of that section whose term expires on June 30, 2012; and

2. One member pursuant to paragraph (a), (b), (c) and (d), respectively, of subsection 1 of that section whose term expires on June 30, 2013.

Sec. 19. 1. This section and sections 1 to 12, inclusive, and 13 to 18, inclusive, of this act become effective upon passage and approval.

2. Section 12.5 of this act becomes effective on January 1, 2012.



3. Section 12.7 of this act becomes effective on January 1, 2014.



8

ATTACHMENT B

**Refund of Mining Fees Paid Pursuant to NRS 517.187
As of February 8, 2012**

#	Name	Make Check Payable To	County	Date	Amount Paid
			Where Fees Received	Received	
			Paid	Claim	
1	GLOBAL SILICA INC	GLOBAL SILICA INC	ESMERALDA	01/10/12	\$ 11,410.00
2	J KELLY CLUER/ ALTAN RIO (US) INC	J KELLEY CLUER	HUMBOLDT	01/06/12	\$ 47,175.00
3	J KELLY CLUER/ ALTAN RIO (US) INC	J KELLEY CLUER	MINERAL	01/06/12	\$ 15,905.00
4	J KELLY CLUER/ ALTAN RIO (US) INC	J KELLEY CLUER	LYON	01/06/12	\$ 14,535.00
5	J KELLY CLUER/ ALTAN RIO (US) INC	J KELLEY CLUER	NYE	01/06/12	\$ 2,230.00
6	J KELLY CLUER/ ALTAN RIO (US) INC	J KELLEY CLUER	ELKO	01/06/12	\$ 19,310.00
7	CRAIG CASBURN	CRAIG CASBURN	NYE	01/17/12	\$ 13,790.00
8	QUEENSTAKE RESOURCES USA INC	QUEENSTAKE RESOURCES USA INC	ELKO	01/17/12	\$ 600,600.00
9	HARRIS & THOMPSON FOR GOLDEN REEF MINING CO, INC	GOLDEN REEF MINING CO INC	ELKO	12/21/11	\$ 3,430.00
10	HARRIS & THOMPSON FOR JR SIMPLOT COMPANY	JR SIMPLOT COMPANY	CLARK	01/17/12	\$ 6,230.00
11	HARRIS & THOMPSON FOR JR SIMPLOT COMPANY	JR SIMPLOT COMPANY	CLARK	01/17/12	\$ 2,800.00
12	NEKEKIM CORPORATION	NEKEKIM CORPORATION	NYE	01/17/12	\$ 66,045.00
13	ENEXCO INTERNATIONAL INC	ENEXCO INTERNATIONAL INC	ELKO	01/24/12	\$ 14,620.00
14	ENEXCO INTERNATIONAL INC	ENEXCO INTERNATIONAL INC	ELKO	01/24/12	\$ 17,940.00
15	ENEXCO INTERNATIONAL INC FOR HAPPY TRACKS MINING CO	ENEXCO INTERNATIONAL INC	ELKO	01/24/12	\$ 13,230.00
16	ENEXCO INTERNATIONAL INC FOR RED HILL ENERGY (US) INC	ENEXCO INTERNATIONAL INC	CLARK	01/24/12	\$ 15,555.00
17	ENEXCO INTERNATIONAL INC FOR RED HILL ENERGY (US) INC	ENEXCO INTERNATIONAL INC	MINERAL	01/24/12	\$ 6,120.00
18	ENEXCO INTERNATIONAL INC	ENEXCO INTERNATIONAL INC	PERSHING	01/24/12	\$ 765.00
19	BURGESS FARMS	BURGESS FARMS	WHITE PINE	01/27/12	\$ 980.00
20	SEABRIDGE GOLD CORPORATION	SEABRIDGE GOLD CORPORATION	ESMERALDA	01/18/12	\$ 2,720.00
21	SEABRIDGE GOLD CORPORATION	SEABRIDGE GOLD CORPORATION	NYE	01/18/12	\$ 420.00
22	SEABRIDGE GOLD CORPORATION	SEABRIDGE GOLD CORPORATION	CHURCHILL	01/18/12	\$ 6,860.00
23	SEABRIDGE GOLD CORPORATION	SEABRIDGE GOLD CORPORATION	ESMERALDA	01/18/12	\$ 6,205.00
24	SEABRIDGE GOLD CORPORATION	SEABRIDGE GOLD CORPORATION	ESMERALDA	01/18/12	\$ 1,400.00
25	5555 SILVER INC	5555 SILVER INC	NYE	01/18/12	\$ 53,380.00
26	5555 SILVER INC	5555 SILVER INC	ESMERALDA	01/18/12	\$ 510.00
27	5555 SILVER INC	5555 SILVER INC	MINERAL	01/18/12	\$ 1,700.00
28	5555 GOLD INC	5555 GOLD INC	NYE	01/18/12	\$ 83,810.00
29	5555 GOLD INC	5555 GOLD INC	HUMBOLDT	01/18/12	\$ 3,740.00
30	5555 GOLD INC	5555 GOLD INC	ESMERALDA	01/18/12	\$ 10,455.00
31	KLONDEX GOLD & MINING SILVER CO	KLONDEX GOLD & MINING SILVER CO	LANDER	01/30/12	\$ 41,140.00
32	KLONDEX GOLD & MINING SILVER CO	KLONDEX GOLD & MINING SILVER CO	ELKO	01/30/12	\$ 4,080.00
33	KLONDEX GOLD & MINING SILVER CO	KLONDEX GOLD & MINING SILVER CO	CHURCHILL	01/30/12	\$ 680.00
34	KLONDEX GOLD & MINING SILVER CO	KLONDEX GOLD & MINING SILVER CO	EUREKA	01/30/12	\$ 6,885.00
35	MINQUEST INC	MINQUEST INC	ESMERALDA	01/30/12	\$ 15,810.00
36	MINQUEST INC	MINQUEST INC	CHURCHILL	01/30/12	\$ 595.00
37	MINQUEST INC	MINQUEST INC	HUMBOLDT	01/30/12	\$ 1,870.00
38	MINQUEST INC	MINQUEST INC	LYON	01/30/12	\$ 4,845.00
39	MINQUEST INC	MINQUEST INC	ELKO	01/30/12	\$ 1,540.00
40	MINQUEST INC	MINQUEST INC	EUREKA	01/30/12	\$ 2,715.00
41	MINQUEST INC	MINQUEST INC	MINERAL	01/30/12	\$ 24,565.00
42	MINQUEST INC	MINQUEST INC	LANDER	01/30/12	\$ 36,420.00
43	MINQUEST INC	MINQUEST INC	NYE	01/30/12	\$ 18,555.00
44	NORTH EXPLORATION LLC	NORTH EXPLORATION LLC	ESMERALDA	02/06/12	\$ 490.00
45	NORTH EXPLORATION LLC	NORTH EXPLORATION LLC	LINCOLN	02/06/12	\$ 700.00
46	NORTH EXPLORATION LLC	NORTH EXPLORATION LLC	LYON	02/06/12	\$ 280.00
47	NORTH EXPLORATION LLC	NORTH EXPLORATION LLC	WHITE PINE	02/06/12	\$ 4,690.00
48	NORTH EXPLORATION LLC	NORTH EXPLORATION LLC	NYE	02/06/12	\$ 490.00
Total Refunds					\$ 1,210,220.00

NRS 517.180 Location of blind or unknown lode or vein in tunnel. All blind lodes, or veins or lodes not previously known to exist, discovered in a tunnel run for the development of a vein or lode, or for the discovery of mines, and within 3,000 feet from the face of such tunnel, shall be located upon the surface and held in like manner to other lode claims under the provisions of this chapter.

[22:89:1897; C § 229; RL § 2443; NCL § 4141]

General Provisions

NRS 517.185 Fee for each document filed; disposition.

1. In addition to any recording fee, each filing pursuant to NRS 517.050, 517.080, 517.110, 517.140, 517.170, 517.200 and 517.230 must be submitted with a filing fee in an amount established pursuant to subsection 2. The county recorder shall collect the filing fee and, on or before the fifth working day of each month, deposit with the county treasurer all such fees collected during the preceding month. The county treasurer shall quarterly pay the money collected to the Division. The Division shall deposit with the State Treasurer, for credit to the Account for the Division of Minerals created pursuant to NRS 513.103, all money received pursuant to this section.

2. The Commission on Mineral Resources shall, by regulation, establish the filing fee required pursuant to subsection 1 in an amount not to exceed \$6 per claim.

(Added to NRS by 1985, 1494; A 1989, 1595; 1991, 1780; 1993, 298, 1686; 1995, 579; 1999, 891, 3629; 2001, 66)

NRS 517.187 Additional fee for filing made pursuant to NRS 517.230. [Effective through June 30, 2011.]

1. An additional fee is hereby imposed upon each filing made pursuant to NRS 517.230 regarding a mining claim held by a person who holds 11 or more mining claims in this State on the date of that filing, in the amount determined in accordance with subsection 2. The person making that filing shall remit the fee to the county recorder in such a manner that, at the option of that person:

(a) The fee is paid in full at the time of the filing;

(b) One-half of the fee is paid at the time of the filing and the remainder of the fee is paid not later than June 1 of the calendar year immediately following the filing date; or

(c) The fee is paid in full not later than June 1 of the calendar year immediately following the filing date.

2. If the greatest number of mining claims held in this State by any of the persons who hold any of the mining claims to which a filing made pursuant to NRS 517.230 pertains is:

(a) Not less than 11 and not more than 199 on the date of that filing, the fee imposed by this section is \$70 for each mining claim to which the filing pertains.

(b) Not less than 200 and not more than 1,299 on the date of that filing, the fee imposed by this section is \$85 for each mining claim to which the filing pertains.

(c) Not less than 1,300 on the date of that filing, the fee imposed by this section is \$195 for each mining claim to which the filing pertains.

3. The county recorder shall:

(a) Obtain from each person who makes a filing pursuant to NRS 517.230 an affidavit declaring that the greatest number of mining claims held in this State on the date of that filing by any of the persons who hold any of the mining claims to which the filing pertains is:

(1) Less than 11;

(2) Not less than 11 and not more than 199;

(3) Not less than 200 and not more than 1,299; or

(4) Not less than 1,300; and

(b) Based upon the information set forth in that affidavit, collect any fee imposed on that filing pursuant to this section.

4. Any person who:

(a) Fails to pay the fee imposed pursuant to this section within the time required shall pay a penalty in the amount of 10 percent of the amount of the fee that is owed, in addition to the fee, plus interest at the rate of 1 percent per month, or fraction of a month, from the date on which the fee is due until the date of payment.

(b) Knowingly makes a false declaration in an affidavit provided to a county recorder pursuant to subsection 3 is guilty of a misdemeanor and shall pay the amount of any additional fee, penalty and interest required pursuant to this section on account of the falsification.

5. The county recorder shall, on or before the fifth working day of each month, deposit with the county treasurer all the fees, penalties and interest imposed pursuant to this section which are collected during the preceding month. The county treasurer shall quarterly remit all money so collected to the State Controller, who shall place the money in the State General Fund.

6. The State Controller shall take such action as may be necessary to ensure that the fees, penalties and interest imposed pursuant to this section are paid in full.

(Added to NRS by 2010, 26th Special Session, 91)

NRS 517.190 Notice of location: Filing; evidentiary effect. A locator of a mining claim or a claim for a mill site or tunnel right may file with the county recorder a notice of location which is prima facie evidence in all courts of justice of the first location of that claim.

[Part 3:89:1897; A 1907, 418; 1941, 92; 1931 NCL § 4122]—(NRS A 1985, 1501)

NRS 517.195 Separate notices and certificates of location; effect of combining locations in notice or certificate.

1. A locator shall:

(a) Post a separate notice of location; and

(b) Record a separate certificate of location,

NRS 517.230 Affidavit of work performed or improvements made; affidavit of owner or claimant; evidentiary effect of affidavits.

1. On or before November 1 of the year for which labor is performed or improvements are made as required by law for a mining claim annually, the person in whose behalf the labor was performed or improvements made, or someone in the person's behalf, shall make and have recorded by the county recorder, in books kept for that purpose in the county in which the mining claim is situated, an affidavit setting forth:

- (a) The amount of money expended, or value of labor or improvements made, or both.
- (b) The character of expenditures or labor or improvements.
- (c) A description of the claim or part of the claim affected by the expenditures or labor or improvements.
- (d) The year for which the expenditures or labor or improvements were made and the dates on which they were made.
- (e) The name of the owner or claimant of the claim at whose expense the improvements or labor was made or performed.
- (f) The names of the persons, corporations, contractors or subcontractors who performed the work or made the improvements.

2. An affidavit made and recorded pursuant to subsection 1 or a copy thereof, certified by the county recorder, is prima facie evidence of the performance of the labor or the making of the improvements, or both.

3. On or before November 1 of each year that the performance of labor or the making of improvements is not required by law for a mining claim, the owner or claimant of the mining claim who intends to hold the claim, or someone in the owner or claimant's behalf, shall make and have recorded by the county recorder, in books kept for that purpose in the county in which the mining claim is situated, an affidavit setting forth:

- (a) The name and address of the owner or claimant of the mining claim.
- (b) The name of the mining claim, and the serial number, if any, assigned to the claim by the United States Bureau of Land Management.
- (c) The date that the affidavit was made.
- (d) A statement that the owner or claimant of the mining claim intends to hold the claim.

4. An affidavit made and recorded pursuant to subsection 3 or a copy thereof, certified by the county recorder, is prima facie evidence that the owner or claimant of the mining claim intended to hold the claim from 12 p.m. on September 1 of the year before the affidavit was made and recorded, until 11:59 a.m. on September 1 of the year that the affidavit was made and recorded.

[10:89:1897; C § 217; RL § 2431; NCL § 4129]—(NRS A 1960, 319; 1961, 422; 1969, 1003; 1971, 2202; 1985, 1502; 1993, 299)

NRS 517.280 Certificates of location need not be sworn to; no required form. Certificates of location need not be sworn to, and are not required to be in any specified form nor to state facts in any specific order, but must truly state the required facts.

[24:89:1897; added 1899, 93; C § 231; RL § 2445; NCL § 4143]—(NRS A 1961, 422)

NRS 517.290 Applicability of NRS 517.010 to 517.280, inclusive. The provisions of NRS 517.010 to 517.280, inclusive, shall be construed as equally applicable to all classes of locations, except where the requirement as to any one class is manifestly inapplicable to any other class or classes.

[23:89:1897; C § 230; RL § 2444; NCL § 4142]

NRS 517.300 Unlawful acts; penalties.

1. A person who willfully antedates or puts any false date or date other than the one on which the location is made upon any notice of location of any mining claim in this state is guilty of a category D felony and shall be punished as provided in NRS 193.130.

2. A person who willfully and knowingly makes a false material statement on the certificate of location or on any map required by this chapter is guilty of a category D felony and shall be punished as provided in NRS 193.130.

[1911 C&P § 410; RL § 6675; NCL § 10362]—(NRS A 1971, 2203; 1979, 1484; 1985, 1502; 1995, 1303)

EFFECT OF PREVIOUSLY RECORDED DOCUMENTS; CONVEYANCES

NRS 517.350 Written instruments recorded in office of county recorder before February 20, 1873, deemed to impart notice to subsequent purchasers and encumbrancers. All instruments of writing relating to mining claims copied into books of mining records or other records in the office of the county recorders of the several counties prior to February 20, 1873, shall, after February 20, 1873, be deemed to impart to subsequent purchasers and encumbrancers and all other persons whomsoever notice of the contents thereof. Nothing contained in this subsection shall be construed to affect any rights acquired or vested prior to February 20, 1873.

[1:20:1873; B § 320; BH § 2664; C § 2736; RL § 1635; NCL § 2136] + [2:20:1873; B § 321; BH § 2665; C § 2737; RL § 1636; NCL § 2137]—(NRS A 1971, 810)

NRS 517.360 Records of mining claims, mill sites or tunnel rights made by mining district recorder or county recorder before March 16, 1897, declared valid; evidentiary effect of record.

1. All records of lode or placer mining claims, mill sites or tunnel rights made by any mining district recorder or any county recorder prior to March 16, 1897, are hereby declared to be valid and to have the same force and effect as records made in pursuance of the provisions of NRS 517.010 to 517.280, inclusive.

2. Any such record, or a copy thereof duly verified by a mining district recorder or duly certified by a county recorder, shall be prima facie evidence of the facts therein stated.

[Part 3:89:1897; A 1907, 418; 1941, 92; 1931 NCL § 4122]

NRS 517.370 Conveyances of mining claims: Formalities; construction and proof of conveyances before December 12, 1862.

Assembly Bill No. 6—Committee of the Whole

CHAPTER.....

AN ACT relating to governmental financial administration; revising certain appropriations from the State General Fund for the support of the civil government of the State of Nevada; authorizing expenditures by certain agencies and entities of the State Government; providing for the transfer of certain appropriated money to the next fiscal year; requiring the Clean Water Coalition to transfer certain money to the State Controller for deposit in the State General Fund; increasing fees imposed for certain filings or registrations made with the Office of the Secretary of State; revising provisions relating to foreclosure of real property; revising provisions relating to the use of money in the Account for Common-Interest Communities and Condominium Hotels; increasing certain administrative assessments imposed against persons who commit certain crimes; authorizing the Department of Corrections to adopt regulations to allow the Department to deduct money credited to the Offenders' Store Fund for certain purposes and to impose a charge on purchases of electronic devices; providing for the temporary transfer of certain lobbyist registration fees; increasing certain fees charged by the State Registrar; authorizing the Department of Wildlife to use fees collected for processing applications for tags for certain additional purposes; imposing an additional fee for filing certain affidavits relating to mining claims; reducing the basic support guarantees of school districts for purposes of apportionments from the State Distributive School Account; requiring the Department of Taxation to allow for the payment of delinquent taxes, fees or assessments without a penalty for a limited period in certain circumstances; requiring the Division of Insurance of the Department of Business and Industry to carry out a desk audit program to audit insurance premium tax returns; providing for the use of money from an award from the Temporary Assistance for Needy Families Emergency Contingency funds; making appropriations; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

The Legislature appropriated various sums of money for the support of the government of the State of Nevada during the 2009 Legislative Session. **Sections 1-7** of this bill reduce certain appropriations for Fiscal Years 2009-2010 and 2010-2011. **Sections 8 and 9** of this bill authorize expenditures of money by certain



officers, departments, boards, agencies, commissions and institutions that were not appropriated in part because of additional or increased fees they are authorized to collect. The additional expenditures reflect an offset for some of the reductions to appropriations. For example, **section 7** reduces the appropriation previously made to the Nevada Gaming Commission and the State Gaming Control Board. **Section 8** then increases the expenditures of the State Gaming Control Board to reflect an amount that the Board is expected to collect from increasing the hourly rate charged for investigations of applicants for licenses, findings of suitability or approval under the provisions of the Nevada Gaming Control Act who have not previously received a license, finding of suitability or other required approval under the Act. The authorized expenditures must be made in accordance with the provisions of the State Budget Act. (NRS 353.150-353.245)

Sections 11, 12 and 13 of this bill transfer money appropriated from the State General Fund to the Nevada System of Higher Education and the Department of Corrections from Fiscal Year 2009-2010 to Fiscal Year 2010-2011.

Sections 14 and 15 of this bill transfer certain sums allocated for projects of the State Public Works Board to other projects.

Section 16 of this bill requires the Executive, Legislative and Judicial Departments of State Government to identify any additional reductions that may be made from renegotiating certain contracts.

Section 17 of this bill specifically authorizes the Executive Department to identify additional reductions in amounts appropriated for contract services and building leases and transfer those amounts to Category 93, Reserve for Reversion.

Section 18 of this bill requires the Clean Water Coalition, an entity created pursuant to interlocal agreement by the Clark County Water Reclamation District and the Cities of Henderson, Las Vegas and North Las Vegas, to make a transfer payment to the State Controller for deposit in the State General Fund for unrestricted State General Fund use.

Existing law provides that the Nevada Supreme Court may adopt rules providing for voluntary mediation with respect to a homeowner who is not in default but is at risk of default. (NRS 2.125) **Section 19** of this bill provides that the Nevada Supreme Court may adopt rules providing for voluntary mediation with respect to a small business whose commercial property is in default.

Sections 20-30, 39 and 48-52 of this bill increase the amount of certain fees collected by the Secretary of State for filings, registrations, certificates, notices or other documents required to be provided to the Office of the Secretary of State. (NRS 78.780, 80.050, 86.561, 87.470, 87A.315, 87A.645, 88.415, 88.607, 88A.900, 90.360, 104.9525, 240.1657, 600.340, 600.355, 600.360, 600.370, 600.395)

Existing law provides for the payment of a fee for deposit in the Account for Foreclosure Mediation at the time of recording a notice of default and election to sell real property. **Section 31** of this bill provides for an additional fee for deposit in the State General Fund at the time of recording a notice of default and election to sell real property. (NRS 107.080)

Section 32 of this bill authorizes the additional use of the money in the Account for Common-Interest Communities and Condominium Hotels to defray the costs and expenses of administering the Real Estate Division of the Department of Business and Industry, as authorized by the Legislature or Interim Finance Committee. (NRS 116.630)

Existing law requires the Secretary of State to charge and collect a fee for the filing of a certificate of domestic partnership, which must not exceed the amount estimated to cover the cost incurred by the Secretary of State for the issuance of the certificate and any other associated administrative costs. Existing law further



requires the Secretary of State to account for the fees received for associated administrative costs separately and use those fees solely to pay for expenses related to the registration of domestic partnerships. **Section 33** of this bill requires the Secretary of State to reconcile the fees received for associated administrative costs and the expenses of administering the registration of domestic partnerships and deposit any excess fees received for credit to the State General Fund at the end of each fiscal year. (NRS 122A.100)

Existing law provides that a justice or judge may impose an administrative assessment as part of the sentence for violation of a misdemeanor by a person who pleads or is found guilty or guilty but mentally ill. **Section 34** of this bill increases the amount of the administrative assessment and provides for a portion of such assessments to be credited to the State General Fund. (NRS 176.059)

Existing law requires that money received for the benefit of offenders through contributions that is not required to be deposited elsewhere be placed in the Offenders' Store Fund and expended for the welfare and benefit of all offenders sentenced to imprisonment in the state prison. (NRS 209.221) **Section 35** of this bill authorizes the Director of the Department of Corrections to deduct money from the Offenders' Store Fund to repay or defray the costs relating to the operation and maintenance of the offenders' store, coffee shop, gymnasium and visitation posts. The amount of the deduction must be established by regulation with the approval of the Board of State Prison Commissioners. **Section 35** further authorizes the Director, with approval of the Board, to adopt regulations imposing a charge on electronic devices purchased by an offender to defray the cost of operating such devices. Further, **sections 35 and 37** of this bill require the regulations to be adopted in accordance with the provisions of the Nevada Administrative Procedure Act. (Chapter 233B of NRS)

Section 36 of this bill temporarily requires the Legislative Commission to transfer the first \$100,000 collected from fees for registration of lobbyists to the State General Fund. (NRS 218H.500)

Existing law authorizes the Secretary of State to provide courses of study for the mandatory training of notaries public, to charge reasonable fees for the courses of study and, if fees are collected, requires the Secretary of State to deposit those fees in the Notary Public Training Fund. **Section 38** of this bill instead requires the Secretary of State to deposit 25 percent of any such fees collected in the Notary Public Training Fund and 75 percent in the State General Fund. (NRS 240.018)

Existing law authorizes certain state entities to seek a temporary advance from the State General Fund for authorized expenses if the collection of expected revenue is delayed. (NRS 353.347-353.359) **Sections 41 and 42** of this bill authorize certain state entities whose legislative appropriations have been reduced and whose claims must be paid from the collection of certain fees, assessments or other receipts to seek a temporary advance from the State General Fund for authorized expenses if the collection of expected revenue is delayed.

Existing law requires the State Registrar of Vital Statistics to charge certain fees for providing certain vital records and for carrying out certain duties. **Sections 43 and 44** of this bill remove the specific amount of the fee the State Registrar is required to charge and instead requires the State Registrar to establish the amount of the fees by regulation. (NRS 440.175, 440.700) **Section 67** of this bill provides that the existing fees will continue to be imposed until the State Registrar adopts the new fees by regulation.

Section 45 of this bill increases the license fee paid by a promoter of unarmed combat. (NRS 467.107)



Existing law provides that the Department of Wildlife may use the fees collected for processing applications for tags only for certain specified purposes. (NRS 502.255) **Section 46** of this bill authorizes the Department to use such fees for certain additional purposes, including the costs associated with the Department's automated program for licensing and registration and titling of vessels and the issuance of licenses, permits and tags.

Existing law requires the annual filing of either an affidavit of the work performed on or improvements made to a mining claim or an affidavit of the intent to hold a mining claim. (NRS 517.230) **Section 47** of this bill imposes an additional fee on the filing of such an affidavit if the entity holding the mining claim holds 11 or more mining claims in this State.

Sections 59-63 of this bill make appropriations to the Department of Health and Human Services, the Secretary of State, the State Gaming Control Board and the Legislative Fund.

The 2009 Session of the Legislature appropriated money from the State General Fund to the State Distributive School Account for the basic support guarantees of school districts and otherwise for the support of the system of public education for the 2009-2011 biennium. (Chapter 389, Statutes of Nevada 2009, at p. 2126) **Sections 53-57** of this bill reduce the basic support guarantees of all the 17 county school districts and otherwise make adjustments to address the budget shortfall.

Section 58 of this bill temporarily revises provisions governing local funds available for the support of certain school districts.

Section 64 of this bill requires the Department of Taxation to allow a person who on July 1, 2010, is delinquent in the payment of a tax, fee or assessment to pay the amount due without any penalty or interest in certain circumstances. This amnesty program will apply only to a person who files a request for relief and pays the amount due between July 1, 2010, and October 1, 2010.

Section 65 of this bill requires the Division of Insurance of the Department of Business and Industry to carry out a desk audit program to audit insurance premium tax returns to determine compliance and requires the Commissioner of the Division to submit a plan to carry out the program to the Fiscal Analysis Division of the Legislative Counsel Bureau by June 1, 2010.

Existing law requires the Department of Health and Human Services to administer the Temporary Assistance for Needy Families program, which is established pursuant to Title IV of the Social Security Act, 42 U.S.C. 601 et seq. (NRS 422.270) Existing law also requires that any federal money allotted to the State for this program be deposited in the appropriate account of the Division of Welfare and Supportive Services of the Department and administered by that Division. (NRS 422.245) **Section 66** of this bill provides that, if the Department receives an award from the Temporary Assistance for Needy Families Emergency Contingency Fund, the money must be used: (1) to replace State general funds that have been appropriated for certain purposes, including family resource centers and Family to Family Connection programs; (2) for the support of autistic children at certain facilities; and (3) for transfer to the appropriate social services departments of Clark and Washoe Counties. **Section 66** further provides that the savings from the use of money received from the Temporary Assistance for Needy Families Emergency Contingency Fund must be reverted to the State General Fund.



3. *The issuance of ~~the~~ licenses, permits and tags.*

Sec. 47. Chapter 517 of NRS is hereby amended by adding thereto a new section to read as follows:

1. *An additional fee is hereby imposed upon each filing made pursuant to NRS 517.230 regarding a mining claim held by a person who holds 11 or more mining claims in this State on the date of that filing, in the amount determined in accordance with subsection 2. The person making that filing shall remit the fee to the county recorder in such a manner that, at the option of that person:*

(a) *The fee is paid in full at the time of the filing;*

(b) *One-half of the fee is paid at the time of the filing and the remainder of the fee is paid not later than June 1 of the calendar year immediately following the filing date; or*

(c) *The fee is paid in full not later than June 1 of the calendar year immediately following the filing date.*

2. *If the greatest number of mining claims held in this State by any of the persons who hold any of the mining claims to which a filing made pursuant to NRS 517.230 pertains is:*

(a) *Not less than 11 and not more than 199 on the date of that filing, the fee imposed by this section is \$70 for each mining claim to which the filing pertains.*

(b) *Not less than 200 and not more than 1,299 on the date of that filing, the fee imposed by this section is \$85 for each mining claim to which the filing pertains.*

(c) *Not less than 1,300 on the date of that filing, the fee imposed by this section is \$195 for each mining claim to which the filing pertains.*

3. *The county recorder shall:*

(a) *Obtain from each person who makes a filing pursuant to NRS 517.230 an affidavit declaring that the greatest number of mining claims held in this State on the date of that filing by any of the persons who hold any of the mining claims to which the filing pertains is:*

(1) *Less than 11;*

(2) *Not less than 11 and not more than 199;*

(3) *Not less than 200 and not more than 1,299; or*

(4) *Not less than 1,300; and*

(b) *Based upon the information set forth in that affidavit, collect any fee imposed on that filing pursuant to this section.*

4. *Any person who:*

(a) *Fails to pay the fee imposed pursuant to this section within the time required shall pay a penalty in the amount of 10 percent*



of the amount of the fee that is owed, in addition to the fee, plus interest at the rate of 1 percent per month, or fraction of a month, from the date on which the fee is due until the date of payment.

(b) Knowingly makes a false declaration in an affidavit provided to a county recorder pursuant to subsection 3 is guilty of a misdemeanor and shall pay the amount of any additional fee, penalty and interest required pursuant to this section on account of the falsification.

5. The county recorder shall, on or before the fifth working day of each month, deposit with the county treasurer all the fees, penalties and interest imposed pursuant to this section which are collected during the preceding month. The county treasurer shall quarterly remit all money so collected to the State Controller, who shall place the money in the State General Fund.

6. The State Controller shall take such action as may be necessary to ensure that the fees, penalties and interest imposed pursuant to this section are paid in full.

Secs. 48-52. [These sections were deleted.]

Sec. 53. Section 1 of chapter 389, Statutes of Nevada 2009, at page 2126, is hereby amended to read as follows:

Section 1. The basic support guarantee for school districts for operating purposes for the 2009-2010 Fiscal Year is an estimated weighted average of ~~+\$5,254~~ **\$5,186** per pupil. For each respective school district, the basic support guarantee per pupil for the 2009-2010 Fiscal Year is:

Carson City	+\$6,228	\$6,155
Churchill	+\$6,201	\$6,122
Clark	+\$5,025	\$4,962
Douglas	+\$5,333	\$5,268
Elko	+\$6,815	\$6,730
Esmeralda	+\$17,039	\$16,835
Eureka		\$100
Humboldt	+\$6,402	\$6,322
Lander	+\$6,261	\$6,184
Lincoln	+\$9,866	\$9,743
Lyon	+\$6,673	\$6,594
Mineral	+\$8,656	\$8,541
Nye	+\$6,582	\$6,504
Pershing	+\$8,368	\$8,263
Storey	+\$6,567	\$6,486
Washoe	+\$5,350	\$5,284
White Pine	+\$7,111	\$7,025



Sec. 68. If any provision of this act, or the application thereof to any person, thing or circumstance, is held invalid, such invalidity shall not affect any provision or application of this act which can be given effect without the invalid provision or application, and to this end the Legislature declares that:

1. Each provision of this act is severable and independent;
2. The Legislature would have passed this act and each valid provision thereof, irrespective of the invalid provision or application; and
3. Each valid provision or application must be given effect to the fullest extent possible, irrespective of the invalid provision or application.

Sec. 69. 1. This section and sections 1 to 18, inclusive, 20 to 30, inclusive, 32, 34 to 37, inclusive, 39, 43, 44, 46 to 63, inclusive, and 65 to 68, inclusive, of this act become effective upon passage and approval.

2. Sections 19 and 31 of this act become effective on April 1, 2010.

3. Section 64 of this act becomes effective on May 1, 2010.

4. Sections 33, 38, 40, 41, 42 and 45 of this act become effective on July 1, 2010.

5. Sections 36 and 47 of this act expire by limitation on June 30, 2011.



Cathy Gregg

From: Carolyn Misumi
Sent: Wednesday, February 08, 2012 2:26 PM
To: Cathy Gregg
Cc: Mark Winebarger; Janet E. Murphy; Brody Leiser; Jacqueline Kelley
Subject: BOE Request for Mining Fee Refunds #5 - March 13, 2013 BOE
Attachments: BOE Request for Mining Fee Refunds #5.pdf; Attachment D AB6_EN (2010).pdf; Attachment A SB493_EN.pdf; Attachment B BOE Mining Fee Refunds #5.xlsx; Attachment C TITLE 46 Chapter 517 Mining Claims.pdf

Hi Ms. Gregg:

Attached is an Action Item for Mining Fee Refunds for the March 13, 2012 Board of Examiner's Meeting. Let me know if you have any questions or require additional information. Thank you.

Carolyn Misumi
Administrative Services Officer
Department of Taxation
(775) 684-2071
Fax: (775) 684-2020

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DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: February 9, 2012
To: Janet Murphy, Budget Analyst V
Department of Administration
From: Kristen Kolbe, Budget Analyst IV
Budget and Planning 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. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF PUBLIC SAFETY – DIVISION OF PAROLE & PROBATION

Description of item

Nature of the Request

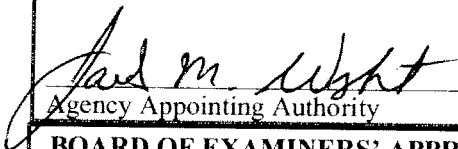
The agency seeks approval to purchase one additional passenger vehicle at a cost of \$2,887.50. The vehicle will be utilized by Northern Command staff and will be stationed at the Fallon office. The Motor Pool Division has a used passenger vehicle equipped with a Department of Public safety radio. This vehicle was not included in the legislatively approved budget however; savings within the travel category will be transferred to the appropriate expenditure category for this purchase.

Recommendation

The agency recommends approving the request. The State Motor Pool Administrator has approved the request.

REVIEWED: _____
ACTION ITEM: _____

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

Agency Name: Division of Parole & Probation	Budget Account #: 3740	
Contact Name: Rick Gimlin	Telephone Number: 775-684-2609	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:		
Number of vehicles requested: <u>1</u> Amount of the request: <u>\$2,887.50</u> Is the requested vehicle(s) new or used: <u>Used</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Intermediate Sedan Mission of the requested vehicle(s): Vehicle will be used by a Lieutenant, supervising the Carson City and Fallon Office.		
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? <small>In-state travel funds that would have been used to reimburse the Lt. for using a personal vehicle for state convenience will be used to purchase the vehicle.</small>	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> <u>1</u> Addition(s) <input type="checkbox"/> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. Yes. The vehicle will be used for law enforcement purposes.		
Please Complete for Replacement Vehicles Only: <small>(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</small> Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <small>Please attach an additional sheet if necessary</small>	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
APPOINTING AUTHORITY APPROVAL:		
 Agency Appointing Authority	<u>Deputy Director</u> Title	<u>2/8/2012</u> Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
Board of Examiners	Date	

RECEIVED revised 7/13/10

FEB 08 2012

2



DIVISION OF PAROLE AND PROBATION

1445 Old Hot Springs Road, Suite 104
Carson City, NV 89706
(775) 684-2657 (775) 684-2697

MEMORANDUM

Date: February 7, 2012

To: Mark Teska, Administrative Services Officer
Department of Public Safety, Directors Office

From: Rick Gimlin, Administrative Services Officer
Division of Parole & Probation

Subject: Vehicle Purchase

Rick Gimlin
FOR CLAUDIA STIEBER

The Division of Parole and Probation requests to buy a vehicle for use by Northern Command to supervise the Carson City and Fallon offices. The Division's State Motor Pool vehicles are assigned to DPS Officer II positions, and the Lieutenant assigned to supervise the Carson City and Fallon offices is currently using his own vehicle. The Lieutenant position (000242) is stationed at the Fallon Office. Round trip between the two offices is 134.4 miles, and the Lieutenant makes the trip twice each week. As of July 1, 2011, the rate of reimbursement to use a personal vehicle for state convenience is \$.555 per mile.

The cost of one trip is \$74.60 (134.4 miles times \$.555 per mile). Over the course of 6 months, the Lieutenant is estimated to make 48 trips, at a cost of \$3,580.80 (\$74.60 per trip times 2 trips per week times 4 weeks per month times 6 months).

State Motor Pool has a 2004 Dodge Stratus available at a cost of \$2,887.50. The vehicle was previously assigned to the Division. It has 77,000 miles on it and it currently has a DPS radio installed.

Purchasing the above vehicle from State Motor Pool would be more cost effective than reimbursing an employee to use their personal vehicle for state convenience.

The funds that would have been expended from category 03 for mileage reimbursement could be transferred to category 05 to purchase the vehicle.

Please contact me at 775-684-2609 if you have any questions or need additional information.

3

Kristen L. Kolbe

From: Keith Wells
Sent: Thursday, February 09, 2012 8:50 AM
To: Kristen L. Kolbe
Subject: RE: Vehicle Purchase for Parole & Probation

Looks fine.

Keith Wells | Administrator

State of Nevada | Department of Administration
Motor Pool Division
V: (775).684.1883 | F: (775).684.1888
kdwells@admin.nv.gov
www.motorpool.state.nv.us

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From: Kristen L. Kolbe
Sent: Thursday, February 09, 2012 8:48 AM
To: Keith Wells
Cc: Mark Teska
Subject: Vehicle Purchase for Parole & Probation

Good Morning Keith –

Please find attached a request from the Division of Parole and Probation to purchase a used vehicle for use by Northern Command staff.


Thank you for your consideration.

Kristen L. Kolbe
Budget Analyst IV
Department of Administration
Budget & Planning Division
209 E. Musser Street, Room 200
Carson City, NV 89701-4298
775 684-0239 telephone
775 684-0260 fax
kkolbe@admin.nv.gov



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: January 19, 2012
To: Janet Murphy, Budget Analyst V
Department of Administration
From: Cathy Gregg, Budget Analyst IV 
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Interim Finance Committee meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME PROGRAM

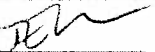

Victims of Crime Program Quarterly Report

Nature of the Request

Pursuant to NRS 217.260, the Board of Examiners shall complete quarterly estimates of the revenues and expenditures anticipated for the Victims of Crime Program.

Recommendation

Approval.

REVIEWED: 
ACTION ITEM: 



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Victims of Crime Program

P.O. Box 94525 | Las Vegas, Nevada 89193-4525
Southern Nevada: (702) 486-2740 | www.vocp.nv.gov | Northern Nevada: (775) 688-2900

January 18, 2012

To: Jeff Mohlenkamp, Clerk
Board of Examiners

From: Bryan Nix, Coordinator
Victims of Crime Program

Re: VOCP 2nd Quarter FY 2012 Report, and 3rd Quarter FY 2012
Recommendation

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. The VOCP pays claims in accordance with the rules and regulations adopted by the Board pursuant to NRS 217.130. NRS 217.260 requires that (a) Claims be categorized as to their priority; and (b) Claims categorized as the highest priority be paid, in whole or in part, before other claims. When a vendor accepts a payment reduced pursuant to VOCP policies, NRS 217.245 provides that the claim is deemed paid in full.

Policies provide for payment of Priority One and Two claims during the quarter, and for payment of accrued Priority Three claims at the end of each quarter. Priority One and Two claims are bills for current medical treatment, lost wages, funeral expenses, counseling, etc. Priority Three claims are bills the applicant owed prior to claim acceptance such as hospital emergency room and related bills. The VOCP pays the "approved" amount, which is the amount approved for payment after bill review and application of fee schedules or other payment adjustments.

The VOCP paid all Priority One and Two, and Priority Three claims at 100% of their approved amount for all of FY 2011.

Claim Payments Made Year to Date Fiscal Year 2012

The following chart shows claim payments made year to date in FY 2012, by benefit type. As this chart shows the VOCP has satisfied **\$11,224,286.79** in victim medical bills and claims for **\$3,009,310.56** of available funding. After bill review we had a total savings of **\$8,214,976.23** over the billed amount in first quarter fiscal year 2012.

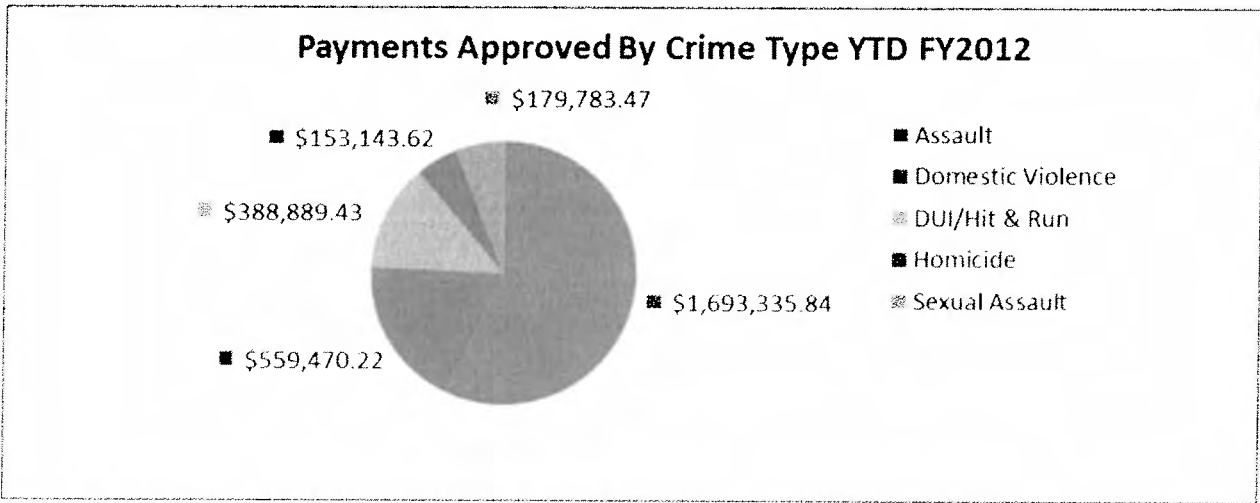
Payment Amounts by Type Fiscal Year 2012				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Chiropractic	158	84,412.35	32,096.61	52,315.74
Counseling	1422	348,669.56	86,751.99	261,917.57
Survivor Benefits	6	8,000.00	300.00	7,700.00
Dental	118	311,166.26	110,930.06	200,236.20
Discretionary*	199	170,846.93	4.00	170,842.93
Funeral Expense	54	156,770.36	6,452.59	150,317.77
Lost Wages	133	124,884.67	0.00	124,884.67
Medical - Hospital	479	4,675,514.19	4,177,267.35	498,246.84
Medical - Other	1461	1,090,215.19	376,357.57	713,857.62
Prescription	220	22,225.30	706.49	21,518.81
Physical Therapy	175	77,708.60	19,325.89	58,382.71
Vision	61	36,677.34	7,617.08	29,060.26
Pending Priority Three Payments 2nd Quarter 2012	542	4,117,196.04	3,397,166.60	720,029.44
Total Payments YTD FY2012	5028	\$11,224,286.79	\$8,214,976.23	\$3,009,310.56

*Discretionary payments include: Relocations, Crime Scene Clean-up, etc.

** There are **\$4,117,196.04** in pending Priority Three Claims (hospital bills, etc), which will be paid for **\$720,029.44**, which is 100% of the approved amount at the end of the 2nd quarter FY 2012 as provided for by VOCP policies. Pending Priority Three billed amount and savings amount were overstated in the prior quarter due to a data entry error that has been corrected. Dollars paid out were correctly stated.

Victim Payments by Crime Type Fiscal Year 2012

The following pie chart shows amounts approved for payment by crime type during the first 2 quarters of fiscal year 2012.



Financial Review Fiscal Year 2012

The following chart shows projected revenues and fund balances, including reserves for FY 2012, and recommendations for 3rd quarter FY 2012 based on projections. These projections of revenue and anticipated expenses are used for purposes of determining compliance with NRS 217.260 and policies of the BOE adopted pursuant to NRS 217.130 and NRS 217.150.

Financial Position and Third Quarter 2012 Projections	
Projected Funds Available for Payments FY12 Less 45 Day Reserves	\$9,570,634.18
Less: First Quarter Payments	\$1,518,057.74
2nd Quarter Priority 1 & 2 Payments	\$771,223.38
2nd Quarter Priority 3 Payments	\$720,029.44
Total 2nd Quarter Payments	\$1,491,252.82
Projected Funds Available for Remainder FY 2012 Less 45 Day Reserves	\$5,426,027.00
Projected Funds Available for 3rd Quarter FY 2012	\$2,713,013.50
Projected Payments 3rd Quarter FY 2012*	\$1,725,770.27
Projected Quarterly Funds Remaining After Payments - Add to Reserves	\$987,243.23
Recommended Priority 3 Payment Percentage 3rd Quarter FY12	100%
<small>*Average of last 6 quarters</small>	

A 45 day operating expense reserve of \$1,135,296.62 is maintained to cover up to 45 days of victim's claims and administrative expenses.

As expected, revenues have been reduced due to the economic downturn. In 2010 overall revenues were \$1.2 million below projections. That trend continued in 2011, with overall revenues coming in \$400,000 below budgeted authority levels. The VOCP has seen significant decreases in revenue from Fines, Restitution, Wage Assessment, Court Assessment and Treasurers interest.

This year's federal grant is \$4,541,000.00, which is \$1,570,000.00 higher than last year's grant of \$2,971,000.00. Based on our payment history, we expect to see a reduction in the amount received from future grants, so excess funds in fiscal year 2012 will be reserved for future program expenditures.

Our current financial review shows that we have sufficient funding to cover remaining 2nd quarter Priority Three payments at 100%, and we are projecting sufficient funds to continue paying all claims at 100% in the third quarter of Fiscal Year 2012.

VOCP Recommendation

We are projecting 3rd quarter priority one and two payments totaling **\$885,988.39** and projected priority three payments totaling **\$839,781.89**, for a total expense of **\$1,725,770.27**. After reserving **\$1,135,296.62** for 45 days operating expenses, our budget shows VOCP revenues available for 3rd quarter total **\$2,713,013.50**.

Based on these projections the VOCP recommends paying Priority One and Two claims at **100%**, and Priority Three claims at **100%** of the approved amount for the 3rd quarter of FY 2012.



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: February 15, 2012
To: Jeff Mohlenkamp, Director
Department of Administration
From: Carla Watson, Budget Analyst
Budget and Planning 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. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF TRANSPORTATION – ADMINISTRATION

Nature of the Request:

APPROVAL TO PAY A CASH SETTLEMENT

Pursuant to NRS 41.037, 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.

The Nevada Department of Transportation (NDOT) is requesting settlement approval in the amount of \$146,300 to resolve an inverse condemnation claim pertaining to property owned by the Kennedy Family Trust located on Blue Diamond Highway and Valley View Boulevard. A formal lawsuit has not been filed.

Recommendation:

Recommend approval

REVIEWED: <u> CW </u>
ACTION ITEM: <u> 7 </u>

1

NRS 41.036 Filing tort claim against State with Attorney General; filing tort claim against political subdivision with governing body; review and investigation by Attorney General of tort claim against State; regulations by State Board of Examiners.

1. Each person who has a claim against the State or any of its agencies arising out of a tort must file the claim within 2 years after the time the cause of action accrues with the Attorney General.

2. Each person who has a claim against any political subdivision of the State arising out of a tort must file the claim within 2 years after the time the cause of action accrues with the governing body of that political subdivision.

3. The filing of a claim in tort against the State or a political subdivision as required by subsections 1 and 2 is not a condition precedent to bringing an action pursuant to NRS 41.031.

4. The Attorney General shall, if authorized by regulations adopted by the State Board of Examiners pursuant to subsection 6, approve, settle or deny each claim that is:

(a) Filed pursuant to subsection 1; and

(b) Not required to be passed upon by the Legislature.

5. If the Attorney General is not authorized to approve, settle or deny a claim filed pursuant to subsection 1, the Attorney General shall investigate the claim and submit a report of findings to the State Board of Examiners concerning that claim.

6. The State Board of Examiners shall adopt regulations that specify:

(a) The type of claim that the Attorney General is required to approve, settle or deny pursuant to subsection 4; and

(b) The procedure to be used by the Attorney General to approve, settle or deny that claim.

(Added to NRS by 1965, 1414; A 1969, 1117; 1979, 629; 1981, 1885; 1983, 103; 1993, 1502; 1997, 280)

NRS 41.037 Administrative settlement of claims or actions.

1. Upon receiving a report of findings pursuant to subsection 5 of NRS 41.036, 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.

2. Upon approval of a claim by the State Board of Examiners or the Attorney General pursuant to subsection 4 of NRS 41.036:

(a) The State Controller shall draw a warrant for the payment of the claim; and

(b) The State Treasurer shall pay the claim from:

(1) The Fund for Insurance Premiums; or

(2) The Reserve for Statutory Contingency Account.

3. The governing body of any political subdivision whose authority to allow and approve claims is not otherwise fixed by statute may:

(a) Approve, settle or deny any claim or action against that subdivision or any of its present or former officers or employees; and

(b) Pay the claim or settlement from any money appropriated or lawfully available for that purpose.

(Added to NRS by 1965, 1414; A 1973, 1532; 1977, 1539; 1979, 1736; 1985, 544; 1987, 544; 1989, 310; 1991, 1752; 1997, 281)



RECEIVED

FEB 08 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
Transportation Division
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: February 8, 2012
TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller
FROM: Rudy Malfabon, Nevada Department of Transportation
Ruth Miller, Senior Deputy Attorney General
Transportation and Public Safety Division
SUBJ: Proposed Settlement of an Inverse Condemnation Claim Involving
Property Located at Blue Diamond Highway and Valley View Blvd.

SUMMARY

NDOT requests settlement approval in the amount of **\$146,300.00** to resolve an inverse condemnation claim pertaining to property owned by the Kennedy Family Trust located on Blue Diamond Highway and Valley View Blvd. A formal lawsuit has not been filed.

BACKGROUND OF THE SUBJECT PROPERTY

The property subject to this settlement request is approximately 2,344 square feet ("subject property") located on the southwest corner of Blue Diamond Highway and Valley View Blvd. See pink area, Attachment 1.

In June 2005, NDOT filed a condemnation action against Kennedy (a.k.a. Shearing Family Trust, Case No. A50573) to acquire a portion of Kennedy's property for the widening of Blue Diamond Highway. See gray area, **Attachment 1**.

Two years after the lawsuit was initiated, the case settled for \$510,000.00 or \$38.06 sq. ft. NDOT was granted title to 13,401 square feet of Kennedy's property located along Blue Diamond Highway and a portion of Valley View Blvd.

In September 2011, Kennedy discovered that he was paying taxes on the subject property, which had been paved by NDOT as part of the Blue Diamond Highway widening project but for which he had not received compensation. See pink area on **Attachment 1**. Thereafter, Kennedy's counsel contacted the Attorney General's Office.

RIGHT-OF-WAY RESEARCH

Based upon review of the Blue Diamond right-of-way plans, it appears that NDOT did not acquire the subject property as part of its original condemnation action. It is unknown why the subject private property was paved without first being acquired under condemnation.

COMPENSATION FOR THE PARCEL

Kennedy is requesting to settle the potential inverse condemnation action for \$146,300.00. The compensation is based upon approximately 2,344 square feet multiplied by the square footage price NDOT paid for his property when it originally condemned a portion of it in 2005. The compensation also includes interest (7.75%(prime) plus 2%) from 2005 through the end of 2011 or 2,390 days. See Kennedy proposed compensation, **Attachment 2**.

POINTS THAT FAVOR SETTLEMENT

NDOT does not dispute liability in this claim. NDOT has constructed a roadway over a portion of Kennedy's property without the payment of just compensation. Therefore, only the amount of compensation that is due to Kennedy is at issue. If Kennedy were to file a formal inverse condemnation action, NDOT would be liable for Kennedy's attorney's fees under NRS 37.185 as well as compounded interest, and reasonable fees and expenses occurred by Kennedy in litigation, i.e., appraiser fees under Art. 1, Sec. 22 of the Nevada Constitution.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests to settle the claim for **\$146,300.00**.

If the Board approves the settlement, NDOT intends to enter into a settlement agreement with Kennedy to resolve the inverse claim including any and all past damages. In addition, NDOT will have the ownership of the subject private property transferred from Kennedy Family Trust into public right-of-way.

Attachment 1

Attachment 2

NDOT Compensation
APN # 177-18-502-013
December 12, 2011

Square Footage	2,343.36		
Price Per Sq. Ft.	\$ 38.06		
Total Price of take	<u>\$ 89,181.25</u>		
APR - September 18, 2007 WSJ	7.75%	2%	<u>Annual</u> <u>Daily</u> 9.7500% 0.02671%
	6/15/2005		
	12/31/2011		
Days	2,390.00		
Total Interest at 9.75%	56,935.51		
Property Taxes	150.61		
Total Due	<u><u>146,267.37</u></u>		
Per Diem Amount	\$ 23.82		



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: February 15, 2012

To: Jeff Mohlenkamp, Director
Department of Administration

From: Katrina Nielsen, Budget Analyst
Budget Division *Katrina Nielsen*

Subject: Board of Examiners **ACTION** ITEM

The following describes an action item submitted for placement on the March 13, 2012 agenda of the Board of Examiners meeting. An analysis of the action item and recommendation is also provided.

OFFICE OF THE STATE CONTROLLER

Nature of the Request

CASH MANAGEMENT IMPROVEMENT ACT

A. Office of the Controller – Payment to U.S. Treasury not to exceed \$24,049

The State Controller requests approval of payment to the U.S. Treasury not to exceed \$24,049 from the General Fund. This is the highest possible payable liability for 2011. The U.S. Treasury is reviewing the report and should have a final liability figure by March 16th. Payment to the U.S. Treasury is required by March 31st.

Recommendation

Section 63, Chapter 371 of the 2011 Legislative Session, (AB 580-General Fund Appropriation Act) states that "If the State of Nevada is required to make payment to the United States Treasury under the provisions of Public Law 101-453, the Cash Management Improvement Act of 1990, the State Controller, upon approval of the State Board of Examiners, may make such payments

from the interest earnings of the State General Fund or interest earnings in other funds when interest on federal money has been deposited in those funds."

Note: it appears funding will not be needed as the attached estimates indicate a federal liability of \$4,585 to the State; however, this information should not impact approval of this request.

REVIEWED: _____
ACTION ITEM: _____



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**OFFICE OF THE
STATE CONTROLLER**

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

MEMORANDUM

To: State Board of Examiners

From: State Controller Kim R. Wallin *JKW*

Date: 8 February 2012

Subject: FY 2011 Interest Liability under the Cash Management Improvement Act

The purpose of the Cash Management Improvement Act (P.L. 101-453) is to ensure greater efficiency, effectiveness and equity in the exchange of funds between the Federal Government and the States. The State incurs an interest liability when Federal funds are deposited in a State account prior to the day the State pays out funds for program purposes. Conversely, the Federal Government may incur an interest liability when the State pays out its own funds for program purposes.

If there is a net State interest liability, Chapter 570, Section 59 of the 2001 Statutes of Nevada (General Appropriations Act) authorizes the Controller, upon approval of the State Board of Examiners, to make such payments from the interest earnings of the State General Fund, or interest earnings from other funds when interest on Federal money has been deposited into those funds.

I am hereby requesting the approval of payment to the U.S. Treasury in the amount of **\$24,049** from the General Fund. This is the highest possible payable liability for 2011. That amount will be paid only if all Federal interest and State calculation costs are denied. The U.S. Treasury is reviewing the report and should have a final liability figure by March 16th. Payment to the U.S. Treasury is required by March 31st. Nevada paid a net liability of \$8,973.00 for fiscal year 2010.

A schedule showing the highest liability payable for FY 2010, and a copy of the State's annual report to the U.S. Treasury, are attached to this memorandum.

State Capitol
101 N. Carson Street, Suite 5
Carson City, Nevada 89701-4786
(775) 684-5750
Fax (775) 684-5696

www.controller.nv.gov

Grant Sawyer State Office Building
555 E. Washington Avenue, Suite 4300
Las Vegas, Nevada 89101-1071
(702) 486-3895
Fax (702) 486-3896

3

State of Nevada
CMA 2011

Liability by CFDA Number

CFDA #	Total Expenditures	State Liability	Federal Liability	Net Liability	Reportable State Liability	Reportable Federal Liability	Comments
10.551	483,036,279	0	0	0	0	0	FY 2011 Annual Interest Rate = .12%
10.555	77,064,479	1,308	1	1,307	1,308	1	
10.557	45,175,374	3,707	4,174	(467)	3,707	4,174	
17.225S	46,258,488	0	1,733	(1,733)	0	1,733	
17.225F	See above	2,248	0	2,248	2,248	0	Based on info provided by DETR
20.205	365,762,847	0	0	0	0	0	
84.010	97,384,031	390	164	226	390	164	
84.027	62,811,672	292	80	212	292	80	
84.394	-	0	0	0	0	0	
93.558	54,096,116	3,607	192	3,415	3,607	192	
93.563	40,605,585	1,041	544	497	1,041	544	
93.596	17,863,582	0	4,907	(4,907)	0	4,907	
93.658	35,898,709	1,070	3,275	(2,205)	1,070	3,275	
93.767	24,185,539	52	460	(408)	52	460	
93.778	1,033,504,941	10,334	3,353	6,981	10,334	3,353	
	2,383,647,641	24,049	18,883	5,166	24,049	18,883	

Net Interest Liability	5,166
Direct Costs	9,751
Amount due to the Federal Govt.	(4,585)

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**Cash Management Improvement Act - 2011 Annual Report
State of Nevada**

Annualized Interest Rate: 0.12%

Nevada State Contact

Susan Hart
Nevada State Controller
101 N. Carson Street, Suite 5
Carson City, NV 89701
775-684-5620
shart@controller.state.nv.us

Annual Report Claims

Current State Interest Liability	\$24,049
State Interest Adjustment	\$0
Interest Calculation Costs	\$9,751
Current Federal Interest Liability	\$18,883
Federal Interest Adjustment	\$0
Net Federal Interest Liability	\$4,585

Certification

"I certify to the best of my knowledge that all information in this report, including the Interest claims and interest calculation costs claim, is true and accurate in all respects and that all calculations have been made in accordance with 31 CFR Part 205 and the Treasury State Agreement."

Signature of Authorized State Official: *Susan R. Hart*
Name of Authorized State Official: Susan R. Hart
Title of Authorized State Official: Chief Deputy Controller
Date Signed: 12/29/11

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**Cash Management Improvement Act - 2011 Annual Report
State of Nevada - Interest Claims Report**

CDA	Program Name	INTEREST CLAIMED				Net State Liability
		Current State Liability	State Adjustment	Current Federal Liability	Federal Adjustment	
10.551	Supplemental Nutrition Assistance Program	0	0	0	0	0
10.555	National School Lunch Program	1,308	0	1	0	1,307
10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	3,707	0	4,174	0	-467
17.225F	Unemployment Insurance -- Federal Benefit Account and Administrative Costs	2,248	0	0	0	2,248
17.225S	Unemployment Insurance -- State Benefit Account	0	0	1,733	0	-1,733
20.205	Highway Planning and Construction	0	0	0	0	0
84.010	Title I Grants to Local Educational Agencies	390	0	164	0	226
84.027	Special Education -- Grants to States	292	0	80	0	212
84.394	State Fiscal Stabilization Fund (SFSF) - Education State Grants, Recovery Act	0	0	0	0	0
93.558	Temporary Assistance for Needy Families	3,607	0	192	0	3,415
93.563	Child Support Enforcement	1,041	0	544	0	497
93.596	Child Care Mandatory and Matching Funds of the Child Care and Development Fund	0	0	4,907	0	-4,907
93.658	Foster Care -- Title IV-E	1,070	0	3,275	0	-2,205
93.767	Children's Health Insurance Program	52	0	460	0	-408
93.778	Medical Assistance Program	10,334	0	3,353	0	6,981
Total Liability		24,049	0	18,883	0	5,166

**Cash Management Improvement Act - 2011 Annual Report
State of Nevada - Interest Calculation Costs Certification**

I. State Costs - Internal

Clearance Pattern Development and Maintenance		Interest Calculation	
State Personnel Cost:	3,704	State Personnel Cost:	6,047
State Non-Personnel Cost:	0	State Non-Personnel Cost:	0
Other Costs:	0	Other Costs:	0

II. State Costs - External

Clearance Pattern Development and Maintenance		Interest Calculation	
Personnel Cost:	0	Personnel Cost:	0
Non-Personnel Cost:	0	Non-Personnel Cost:	0
Other Costs:	0	Other Costs:	0

III. Adjusted Interest Calculation Costs

Interest calculation costs incurred prior to the current state fiscal year are not eligible for reimbursement pursuant to 31 CFR 205.27(d)(3). In the event that interest calculation costs reimbursed in a prior state fiscal year are disallowed as the result of a subsequent audit, the disallowed amount must be included in this section.

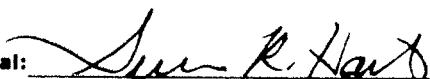
Adjusted Interest Calculation Costs: 0

IV. Total Interest Calculation Costs

Total Interest Calculation Costs: 9,751

V. Certification

"I hereby certify that this Interest Calculation Costs Claim Report is accurate to the best of my knowledge. Interest calculation costs recovered via this mechanism shall not be included in our State's cost allocation plan as described in OMB Circular A-87. The State shall maintain documentation to substantiate this cost claim and make this information available upon request."

Signature of Authorized State Official: 
Name of Authorized State Official: Susan R. Hart
Title of Authorized State Official: Chief Deputy Controller, Nevada
Date Signed: 12/29/11

For Budget Division Use Only	
Reviewed by: <i>J. Kelle</i>	<i>02/21/12</i>
Reviewed by: <i>[Signature]</i>	<i>2/22/12</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Governor's Office
 Agency for Nuclear Projects
 contact: Sandy Anderson
 phone: (775) 687-3744 fax: (775) 687-5277
 nwpo@nuc.state.nv.us

2. Name of Lessor: Tassajara Properties, LLC
 contact: Thomas Johnson
 phone: (775) 825-3330 fax: (775) 825-8048 cell: (775) 742-1151
 johnsont@svn.com

3. Address of Lessor: c/o Sperry Van Ness/Gold Dust Commercial Associates
 311 Up North Carson Street
 Carson City, Nevada 89701
 contact: Dan Shaheen
 phone: (775) 883-3936 fax: (775) 884-2059
 dan.shaheen@svn.com

4. Address of Lease property: 1761 College Parkway, Suite 118
 Carson City, Nevada 89706

a. Square Footage: 3,053 usable square feet

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$3,816.25	12	\$45,795.00	February 1, 2012 - January 31, 2013	\$1.250
\$3,816.25	12	\$45,795.00	February 1, 2013 - January 31, 2014	\$1.250
\$4,121.55	12	\$49,458.60	February 1, 2014 - January 31, 2015	\$1.350
\$4,121.55	12	\$49,458.60	February 1, 2015 - January 31, 2016	\$1.350
\$4,121.55	12	\$49,458.60	February 1, 2016 - January 31, 2017	\$1.350

c. Total Lease Consideration: 60 \$239,965.80

d. Rental Adjustments: None

e. Term: Five (5) Years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.30 - \$1.50

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 1005

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5. Purpose of the lease: To house the Governor's Office, Agency for Nuclear Projects

FEB 21 2012

6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks: Leasing Services re-negotiated this retroactive Full Service Lease. The landlord agreed to reduce the rate from \$1.35 per square foot to \$1.25 per square foot for a lease the first two years, for savings of \$7,327.20. Years 3 - 5 are at the same as the current rate of \$1.35.

Lease #1

For Budget Division Use Only	
Reviewed by:	PA 2/2/12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Department of Health and Human Services
 Health Division
 Mental Health and Developmental Services
 Division of Child and Family Services
 4126 Technology Way, Room 100
 Carson City, Nevada 89706
 contact: Mike Torvinen
 phone: (775) 684-4004 fax: (775) 684-4010
 mtorvinen@dhhs.nv.gov

2. Name of Lessor: J.S. Devco, Limited Partnership
 contact: Keith Serpa
 phone: (775) 882-7754 x204 fax: (775) 882-5720
 kserpa@sbcglobal.net

3. Address of Lessor: c/o John Serpa
 716 North Carson Street, Suite E
 Carson City, Nevada 89701

4. Address of Lease property: 4126 & 4150 Technology Way
 Carson City, Nevada 89706

a. Square Footage:	98,746 usable square feet				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$123,432.50	12	\$1,481,190.00	March 1, 2012 - February 28, 2013	\$1.250
	\$127,135.48	12	\$1,525,625.76	March 1, 2013 - February 28, 2014	\$1.288
	\$130,949.54	12	\$1,571,394.48	March 1, 2014 - February 28, 2015	\$1.326
	\$134,878.03	12	\$1,618,536.36	March 1, 2015 - February 29, 2016	\$1.366
	\$138,924.37	12	\$1,667,092.44	March 1, 2016 - February 28, 2017	\$1.407
c. Total Lease Consideration:			60	\$7,863,839.04	

d. Rental Adjustments: None

e. Term: Five (5) Years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.30 - \$1.50

m. Specific termination clause in lease: Breach/Default lack of funding
 3145, 3149, 3150, 3195, 3261, 3101, 3153, 3170, 3190, 3194, 3203, 3212, 3213, 3218, 3220, 3222, 3223, 3224, 3168, 3170, 3648

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

5. Purpose of the lease: To house the Department of Health and Human Services, Health Division, Mental Health and Developmental Services, and Division of Child and Family Services.

6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks: Leasing Services renegotiated this Full Service lease's predetermined option extensions, as follows; Year one monthly rent was \$138,924.37, new monthly rent \$123,432.50 - a monthly difference of \$15,491.87 and; year two monthly rent was \$143,092.10, new monthly rent \$127,135.48 - a monthly difference of \$15,956.62 and; year three monthly rent was \$147,384.86, new monthly rent \$130,949.54 - a monthly difference of \$16,435.32 and; years four & five were not included in the renew option, new monthly rent is \$134,878.03 & \$138,924.37, which is the current monthly rent. The savings for the first three years total \$574,605.72.

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION
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Lease #3

LEASE SAVINGS SAMPLE WORKSHEET

JS Devco - DHHS Pre-Negotiated Rental Rate Options

	Approximate Cost per Sq. Ft.	Pre-Negotiated Costs Per Sq. Ft.	Calendar Year	Monthly	Yearly
Add 3%	\$1.250	\$1.407	2012	\$15,491.87	\$185,902.44
Add 3%	\$1.288	\$1.449	2013	\$15,956.62	\$191,479.44
Add 3%	\$1.326	\$1.493	2014	\$16,435.32	\$197,223.84
Add 3%	\$1.366		2015		\$574,605.72
Add 3%	\$1.407		2016		

Per Original
Lease

Lease #3

For Budget Division Use Only	
Reviewed by:	KA 2/9/12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Mental Health and Developmental Services
 1665 Old Hot Springs Road, Suite 157
 Carson City, NV 89706
 contact: Barbara Legier
 phone: (775) 687-5162x 289 fax: (775) 684-5943

2. Name of Lessor: Douglas & S. JoAnn Roderick
 contact: Douglas Roderick
 phone: (775) 315-0303 fax: (775) 463-0154
 roderickdr1@yahoo.com

3. Address of Lessor: 61 Giorgi Lane
 Yerington, NV 89447

4. Address of Lease property: 215 West Bridge Street, Suite 5
 Yerington, NV 89447

a. Square Footage:

b. Cost:

2,895 rentable square feet				
cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$3,585.21	12	\$43,022.52	April 1, 2012 - March 31, 2013	\$1.238
\$3,585.21	12	\$43,022.52	April 1, 2013 - March 31, 2014	\$1.238
\$3,692.77	12	\$44,313.24	April 1, 2014 - March 31, 2015	\$1.276
\$3,692.77	12	\$44,313.24	April 1, 2015 - March 31, 2016	\$1.276
\$3,803.55	12	\$45,642.60	April 1, 2016 - March 31, 2017	\$1.314
c. Total Lease Consideration:		60	\$220,314.12	

d. Rental Adjustments

e. Term:

f. Option to renew:

g. Utilities:

h. Janitorial:

i. Major repairs:

j. Minor repairs:

k. Taxes:

l. Comparable Market Rate:

m. Specific termination clause in lease:

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

None
Five (5) Years
Yes
Lessor
TENANT
Lessor
Lessor
Lessor
After every effort to obtain this information the Market Rate is Not Available for this rural area.
Breach/Default lack of funding
3648

5. Purpose of the lease: To house the Division of Mental Health and Developmental Services, Rural Clinics

6. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

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DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: n/a

Furnishings: n/a

Data/Phone: n/a

Remarks: Leasing Services re-negotiated this Full Service Lease to keep the same current rate of \$1.238 per square foot, for the first two (2) years of the renewal. Then a 3% increase in year 3 for a rate of \$1.276 per square foot and a 3% increase in year 5 for a rate of \$1.314 per square foot.

Lease #5

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FEB 02 2012

DIVISION OF MH / DS

For Budget Division Use Only	
Reviewed by:	
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Welfare and Supportive Services
 1470 College Parkway
 Carson City, NV 89706
 contact: Don Coston
 phone: (775) 687-0652 fax: (775) 684-0646

2. Name of Lessor: Douglas & S. JoAnn Roderick
 contact: Douglas Roderick
 phone: (775) 315-0303 fax: (775) 463-0154
 roderickdr1@yahoo.com

3. Address of Lessor: 61 Giorgi Lane
 Yerington, NV 89447

4. Address of Lease property: 215 West Bridge Street, Suites 6 & 7
 Yerington, NV 89447

a. Square Footage: 1,480 usable square feet

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,642.20	12	\$19,706.40	April 1, 2012 - March 31, 2013	\$1.110
\$1,642.20	12	\$19,706.40	April 1, 2013 - March 31, 2014	\$1.110
\$1,691.47	12	\$20,297.64	April 1, 2014 - March 31, 2015	\$1.143
\$1,691.47	12	\$20,297.64	April 1, 2015 - March 31, 2016	\$1.143
\$1,742.21	12	\$20,906.52	April 1, 2016 - March 31, 2017	\$1.177
c. Total Lease Consideration:		60	\$100,914.60	

d. Rental Adjustments: None

e. Term: Five (5) Years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: After every effort to obtain this information the Market Rate is Not Available for this rural area.

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3233

5. Purpose of the lease: To house the Division of Welfare and Supportive Services

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6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

FEB 14 2012

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks: Leasing Services re-negotiated this Full Service Lease to keep the same current rate of \$1.110 per square foot, for the first two (2) years of the renewal. Then a 3% increase in year 3 for a rate of \$1.143 per square foot and a 3% increase in year 5 for a rate of \$1.177 per square foot.

Handwritten signature and date: Feb 17, 2012

Handwritten text: Lease #6

For Budget Division Use Only	
Reviewed by:	_____
Reviewed by:	_____
Reviewed by:	_____

STATEWIDE LEASE INFORMATION

1. Agency: Division of Welfare and Supportive Services
1470 College Parkway
Carson City, Nevada 89706
Contact: Don Coston, 775-684-0652; Fax: 684-0656

2. Name of Lessor: Shoshone Cattle and Land Development Co.
Contact: Bryan Buckley, 702-947-7100; Fax: 702-947-7106

3. Address of Lessor 4560 S. Decatur Blvd., Suite 202
Las Vegas, Nevada 89103

4. Address of Lease property: 700 West Belrose
Las Vegas, Nevada 89107-2235

a. Square Footage: 36,280 usable square feet of office space

b. Cost: 4,800 usable square feet of storage space; for a total of 41,080 sf

	cost per month	# of months in time	Cost per Year	time frame	Approximate cost per square foot
office	\$58,773.60	12	\$705,283.20	February 1, 2012 - January 31, 2013	\$1.620
	\$60,536.80	12	\$726,441.60	February 1, 2013 - January 31, 2014	\$1.669
	\$60,536.80	12	\$726,441.60	February 1, 2014 - January 31, 2015	\$1.669
	\$62,352.91	12	\$748,234.92	February 1, 2015 - January 31, 2016	\$1.719
	\$62,352.91	12	\$748,234.92	February 1, 2016 - January 31, 2017	\$1.719
TOTAL		60	\$3,654,636.24		
storage	\$3,936.00	12	\$47,232.00	February 1, 2012 - January 31, 2013	\$0.820
	\$4,054.08	12	\$48,648.96	February 1, 2013 - January 31, 2014	\$0.845
	\$4,054.08	12	\$48,648.96	February 1, 2014 - January 31, 2015	\$0.845
	\$4,175.70	12	\$50,108.40	February 1, 2015 - January 31, 2016	\$0.870
	\$4,175.70	12	\$50,108.40	February 1, 2016 - January 31, 2017	\$0.870
TOTAL		60	\$244,746.72		

c. Total Lease Consideration: \$3,899,382.96

d. Rental Adjustments: None

e. Term: Five (5) Years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable costs: \$1.64- \$2.45

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3233

5. Purpose of the lease: To house the Division of Welfare and Supportive Services.

6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

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FEB 14 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks: The current Lease was a Gross modified lease where the Tenant was paying the utilities in addition to the rent. These expenses provided by DWSS averaged \$6,484.35 per month. Leasing Services renegotiated this full service lease where all utilities and custodial charges are included in the rent. This is a retroactive lease dated back to February 1, 2012 and limited the increase to every other year with the Landlord. Landlord provided a new electrical sub panel to the building at no additional cost to the tenant.

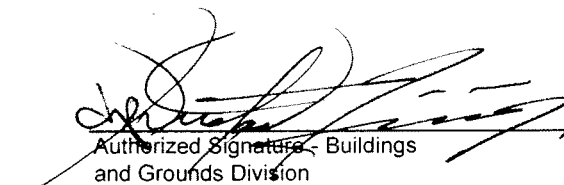
CAF
2/15/12

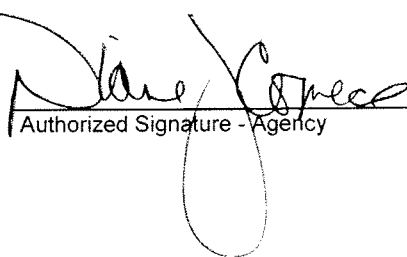
Lease #7

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV19991222770
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No <input checked="" type="checkbox"/>
	*If yes, please explain:	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No _____
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No _____
	*If no, please explain:	_____
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No _____

 2-14-12
 Authorized Signature - Buildings and Grounds Division Date

 2/14/12
 Authorized Signature - Agency Date

II
 For Board of Examiners Yes
 No

Lease #7

For Budget Division Use Only	
Reviewed by:	<i>MS</i> 2/23/12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada Department of Transportation - InformationTechnology
 contact: Scott Sisco (775) 888-7440
 contact: Christi Thompson (775) 888-7458
 Fax: (775) 888-7070
 email: ssisco@dot.state.nv.us

2. Name of Lessor: The Trust for the Methodist Development of the First United Methodist Church of Carson City Nevada
 c/o Carson Properties
 Telephone: (775) 882-3211
 Fax: (775) 882-7553

3. Address of Lessor: 187 Sonoma Street
 Carson City, Nevada 89701

4. Address of Lease property: 400 W King St, Ste #300
 Carson City, Nevada

a. Square Footage:
 b. Cost:

8,707 usable square feet				
cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$6,066.81	18 days	\$6,066.81	March 14, 2012 - March 31, 2012	\$1.200
\$10,448.40	11 months	\$114,932.40	April 1, 2012 - February 28, 2013	\$1.200
\$10,883.75	mo-to-mo		March 1, 2013 and continuing month-to-month	\$1.250

c. Total Lease Consideration: 11 Months, and 18 Days. Continuing as a month-to-month thereafter.
 d. Rental Adjustments: None
 e. Term: 11 Months, and 18 Days. Continuing as a month-to-month thereafter.
 f. Option to renew: Yes
 g. Utilities: Lessor
 h. Janitorial: Lessor
 i. Major repairs: Lessor
 j. Minor repairs: Lessor
 k. Taxes: Lessor
 l. Comparable Market Rate: \$1.30 - \$1.50
 m. Specific termination clause in lease: Breach/Default lack of funding
 n. Lease will be paid for by Agency Budget Account Number: 4660

RECEIVED

5. Purpose of the lease: To house the Nevada Department of Transportation, IT Services.

FEB 21 2012

6. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: \$5,000.00 Furnishings: \$1,000.00 Data/Phones: \$12,000.00

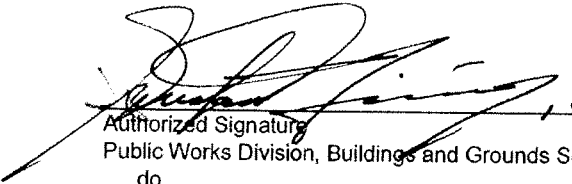
Remarks: Leasing Services negotiated this one year lease at \$1.20 per square foot per month any extensions past that date will be at \$1.25 per square foot per month until NDOT's new facility is ready for occupancy. Please note, typically for leases under a year and with an unknown ending date are usually at a higher rental rate.

Lease #8

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV19861025336
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>


 Authorized Signature _____, 2-21-12 _____ Date
 Public Works Division, Buildings and Grounds Section
 do


 Authorized Signature - Agency _____ 2/15/2012 _____ Date

For Board of Examiners Yes
 No

Lease #8

For Budget Division Use Only	
Reviewed by:	<i>W</i> 3/5/12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada Department of Transportation
 Environmental Services, Cultural Resources Section
 1263 South Stewart Street
 Carson City, Nevada 89712
 contact: Steve Cooke
 phone: (775) 888-7013 fax: (775) 888-7104
 scooke@dot.state.nv.us

2. Name of Lessor: South Carson Mini Storage
 contact: Keith Serpa
 phone: (775) 882-7754 x204 fax: (775) 885-7920
 kserpa@sbcglobal.net
 Eileen (775) 882-1154 x203

3. Address of Lessor: PO Box 1724
 Carson City, Nevada 89702
 716 North Carson Street, Suite E
 Carson City, Nevada 89701

4. Address of Lease property: 1179 Fairview Drive, Suite G
 Carson City, Nevada 89701

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 MAR 05 2012
 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

a. Square Footage: 4,000 usable square feet of office space and 800 usable square feet of storage

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Approximate Cost per square foot
4000 usable square feet of office space	\$0.00	18 days	\$0.00	March 14, 2012 - March 31, 2012	\$0.000
	\$0.00	1	\$0.00	April 1, 2012 - April 30, 2012	\$0.000
	\$4,000.00	12	\$48,000.00	May 1, 2012 - April 30, 2013	\$1.000
	\$4,000.00	12	\$48,000.00	May 1, 2013 - April 30, 2014	\$1.000
	\$4,212.00	12	\$50,544.00	May 1, 2014 - April 30, 2015	\$1.053
	\$4,212.00	12	\$50,544.00	May 1, 2015 - April 30, 2016	\$1.053
	\$4,424.00	12	\$53,088.00	May 1, 2016 - April 30, 2017	\$1.106
			\$250,176.00		
800 square feet of storage space	\$0.00	18 days	\$0.00	March 14, 2012 - March 31, 2012	\$0.300
	\$0.00	1	\$0.00	April 1, 2012 - April 30, 2012	\$0.300
	\$240.00	12	\$2,880.00	May 1, 2012 - April 30, 2013	\$0.300
	\$240.00	12	\$2,880.00	May 1, 2013 - April 30, 2014	\$0.300
	\$240.00	12	\$2,880.00	May 1, 2014 - April 30, 2015	\$0.300
	\$240.00	12	\$2,880.00	May 1, 2015 - April 30, 2016	\$0.300
	\$240.00	12	\$2,880.00	May 1, 2016 - April 30, 2017	\$0.300
			\$14,400.00		
c. Total Lease Consideration:			\$264,576.00		

d. Rental Adjustments: None

e. Term: Sixty-one months (61) and Eighteen (18) Days

f. Option to renew: Lessor

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: \$1.30 - \$1.50

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 4660

5. Purpose of the lease: To house the Nevada Department of Transportation, Environmental Services, Cultural Resources Section

6. This lease constitutes:

An extension of an existing lease

An addition to current facilities (requires a remark)

A relocation (requires a remark)

A new location (requires a remark)

Remodeling only

Other

a. Estimated moving expenses: \$3,200.00 Furnishings: \$24,000.00 Data/Phones: TBD

Remarks: Leasing Services negotiated this Full Service lease of 4,000 square foot office plus a 800 square foot secured storage unit for vehicle parking, equipment storage. This lease includes 1 month and 18 days FREE rent. This lease is at an unusual low rate, and well under the current normal market rate, which is \$1.30 - \$1.50 per square foot.

Lease #19

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: **11370** Amendment Number: **5**

Agency Name: **STATE ENERGY OFFICE** Legal Entity Name: Board of Regents obo Nevada System of Higher Education, UNR

Agency Code: **011** Contractor Name: **Board of Regents obo Nevada System of Higher Education, UNR**

Appropriation Unit: **4868-25** Address: **1664 N. Virginia Street MS 0032**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89557**

If "No" please explain: Not Applicable Contact/Phone: Jennifer Booth 775-784-4040

Vendor No.: Vendor No.:

NV Business ID: Not applicable.

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2010**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/15/2012**

Contract term: **1 year and 233 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **SEP Building Codes**

5. Purpose of contract:

This is the fifth amendment to the original contract, which provides funding to allow the contractor to provide one-on-one hands-on training on blower door and duct blaster equipment to local government agencies, extend radio spots to run a .60 second public service announcement on the newly adopted codes, and to purchase 2012 IECC code books. This amendment increases the maximum amount from \$842,087.19 to \$898,907.19.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$200,000.00
2. Total amount of any previous contract amendments:	\$642,087.19
3. Amount of current contract amendment:	\$56,820.00
4. New maximum contract amount:	\$898,907.19
and/or the termination date of the original contract has changed to:	03/31/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Section 410 of HR 1 ARRA (2009) and NRS 701 allow funding to support the State's goals of 2009 IECC, Code adoption.

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

Based on the contract signed between Renewable Energy and Energy Efficiency Authority (REEEA) and the Nevada State office of Energy (NSOE) the training workshop will be conducted by vendors such as the University System (please see contact #10768, Attachment A Scope of Work, II. Terms, C4).

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sbrook3	02/03/2012 11:28:29 AM
Division Approval	sbrook3	02/03/2012 11:28:35 AM
Department Approval	sbrook3	02/03/2012 11:28:40 AM
Contract Manager Approval	sbrook3	02/03/2012 11:28:44 AM
Budget Analyst Approval	csawaya	02/08/2012 14:15:22 PM
BOE Agenda Approval	jmurph1	02/17/2012 11:20:08 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12920	Amendment Number: 1
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Dr. Richard A. Rubenstein, M.D.
Agency Code: 030	Contractor Name: Dr. Richard A. Rubenstein, M.D.
Appropriation Unit: 1348-15	Address: Plaza One Office Building 3220 Blume Drive, Suite 151 Richmond, CA 94806
Is budget authority available?: Yes	City/State/Zip: Richmond, CA 94806
If "No" please explain: Not Applicable	Contact/Phone: Dr. Richard A. Rubenstein, M.D. 415.924.1340
	Vendor No.: T29029062
	NV Business ID: NV20111759322

To what State Fiscal Year(s) will the contract be charged? **2012**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Insurance Premium Trust Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/04/2011**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2012**

Termination Date:

Contract term: **270 days**

4. Type of contract: **Contract**

Contract description: **Expert Witness**

5. Purpose of contract:

This is the first amendment to the original contract for an expert witness to assist the Attorney General in defense of a current potential lawsuit. This amendment increases the original amount from \$9,999 to \$26,500 due to continued case activity.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$16,501.00
4. New maximum contract amount:	\$26,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Pending and/or possible complex lawsuit against the State of Nevada.

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

This office doesn't have the staff or the expertise that is required.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Per NAC 333.150 2(b) - This expert witness was chosen for their skill/expertise need in relation to lawsuit/potential lawsuit.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This contractor is currently contracted with the Attorney General's Office.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	02/03/2012 11:27:43 AM
Division Approval	clesli1	02/03/2012 14:03:45 PM
Department Approval	chowle	02/03/2012 17:00:25 PM
Contract Manager Approval	dgrass	02/06/2012 08:26:28 AM
Budget Analyst Approval	csawaya	02/06/2012 09:03:43 AM
BOE Agenda Approval	jmurph1	02/17/2012 11:14:20 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13038**

Agency Name: CONTROLLER'S OFFICE	Legal Entity Name: Deloitte & Touche LLP
Agency Code: 060	Contractor Name: Deloitte & Touche LLP
Appropriation Unit: 1130-04	Address: 111 South Wacker Drive
Is budget authority available?: Yes	City/State/Zip: Chicago, IL 60601
If "No" please explain: Not Applicable	Contact/Phone: Scott Rosenfeld or Jeff Hansen 312-486-1200
	Vendor No.:
	NV Business ID: NV19971000173

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

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

Anticipated BOE meeting date: **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2012**

Contract term: **151 days**

4. Type of contract: **Contract**

Contract description: **SARF XBRL Reporting**

5. Purpose of contract:

This is a new contract to provide the Nevada State Controller's Office with a streamlined collection, validation, aggregation of Single Audit Reporting Forms data and increase efficiency of Schedule of Expenditures of Federal Awards reporting using XBRL.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: **not to be invoiced more than once per month as work progresses**

II. JUSTIFICATION

7. What conditions require that this work be done?

Currently the Single Audit Reporting Form reporting is done utilizing a manual process. By including the XBRL, Single Audit Reporting Form reporting from the agencies could become automated, and all reported numbers would be verified through ADVANTAGE.

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

State employees at the Controller's Office or elsewhere in the State lack the required expertise in XBRL to implement a project of this scope.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Deloitte & Touche LLP did a Grant Management Program at the Department of Agriculture in 2008. They have the expertise required for this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aecho	01/31/2012 08:45:06 AM
Division Approval	aecho	01/31/2012 08:45:10 AM
Department Approval	aecho	01/31/2012 08:45:13 AM
Contract Manager Approval	aecho	01/31/2012 08:45:21 AM
Budget Analyst Approval	knielsen	03/01/2012 15:30:50 PM
BOE Agenda Approval	jburry	03/05/2012 08:57:00 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5759** Amendment Number: **2**
 Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **ABS SYSTEMS INC**
 Agency Code: **082** Contractor Name: **ABS SYSTEMS INC**
 Appropriation Unit: **1349-12** Address: **4749 W POST RD**
 Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89118-3927**
 If "No" please explain: **Not Applicable** Contact/Phone: **null702/228-4575**
 Vendor No.: **T27013680**
 NV Business ID: **NV19901022460**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

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

General Funds	0.00 %	X	Fees	100.00 % Buildings & Grounds, building rent income funds
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2008**
 Anticipated BOE meeting date **03/2012**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2012**
 Contract term: **3 years and 358 days**
 4. Type of contract: **Contract**
 Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:
This is the second amendment to the original contract, which provides ongoing preventative maintenance and system support for the direct digital control systems for the HVAC systems at the Bradley Building and the Department of Motor Vehicles, Decatur in Las Vegas. This amendment increases the maximum amount from \$66,278.88 to \$91,368.88 to add \$25,000 for extra services; \$90 to correct a mathematical error in amendment one; and update the insurance requirements. There is no change to the scope of work.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$46,214.80
2. Total amount of any previous contract amendments:	\$20,064.08
3. Amount of current contract amendment:	\$25,090.00
4. New maximum contract amount:	\$91,368.88

II. JUSTIFICATION

7. What conditions require that this work be done?
Preventative maintenance and repairs on HVAC controls.

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

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 080803 B
Approval Date: 12/12/2011

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

ABS Systems, Inc. is the only authorized Delta Controls representative for Southern Nevada.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

2008-2012, Buildings and Grounds, Service Satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	02/10/2012 09:24:55 AM
Division Approval	wsalisp1	02/10/2012 09:24:59 AM
Department Approval	wsalisp1	02/10/2012 09:25:03 AM
Contract Manager Approval	kaplin	02/10/2012 09:44:27 AM
Budget Analyst Approval	jrodrig9	02/12/2012 15:44:44 PM
BOE Agenda Approval	jburry	02/23/2012 14:42:37 PM



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
000002 B
Amendment 2

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM AMENDED

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: *Public Works Division, Buildings & Grounds Section, Doug Hartwell, Facility Manager, 702-486-4300, dhartwell@admin.nv.gov*
 b. Vendor contact information: ABS, Inc.
 4749 West Post Road
 Las Vegas, NV, 89118
 c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
 ABS, Inc., has installed Delta Controls (DDC) on heating, ventilation air-conditioning (HVAC) systems at the following State buildings in Southern Nevada: Bradley building, Belrose building, Campos building, DMV Decatur and DMV Sahara.
3. Describe the unique qualification required for the service or good to be purchased:
 ABS, Inc. is the only authorized Delta Controls representative for Southern Nevada.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
 ABS, Inc. is the only authorized Delta Controls representative for Southern Nevada.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
 Bidding of the Delta Controls to another contractor would require that the contractor obtain parts and materials from ABS, Inc., thereby incurring additional cost for the State of Nevada.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
 Telephone calls; on-line research.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Costs and labor rates are comparable with HVAC companies that work on DDC controls and programming in the HVAC industry nationwide and in Southern Nevada.

8. What is the estimated value and length of the contract, amendment or request?

Original contract – The contract will be for two (2) with an option to renew for another two (2) and the amount of the contract will be \$100,000.

Amendment # 1 – The original contract was for two years and two (2) additional years are being added with this amendment. The amount of the contract is not to exceed \$100,000.00.

Amendment # 2 is adding \$25,000 in extra services money to the amount of the contract. The amount of the contract does not exceed \$100,000.00.

a. New contract Y N

b. Amendment Y N Amendment No. Two
{provide copy of previous waiver(s)}

State Public Work Division
Buildings and Grounds Section
Requesting agency

hereby requests approval for

ABS, Inc.

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Doug Hartwell</i>	<i>Dec 7, 2011</i>
	Agency Representative Initiating Request	Date
X	<i>[Signature]</i>	<i>12-8-11</i>
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.


Signed:

X	- N/A -	
Reviewing Agency/Entity Signature		Date

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

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

Approving Authority:

X		12/12/11
Administrator, Purchasing Division		Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13033**

Agency Name: **STATE PUBLIC WORKS DIVISION**
Agency Code: **082**
Appropriation Unit: **1349-12**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **J&J ENTERPRISES SERVICES INC**
Contractor Name: **J&J ENTERPRISES SERVICES INC**
Address: **5920 W COUGAR AVE**
City/State/Zip: **LAS VEGAS, NV 89139**
Contact/Phone: null702/361-2914
Vendor No.: T29007913
NV Business ID: NV19911019076

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

General Funds	0.00 %	X	Fees	100.00 %	Buildings & Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/28/2016**

Contract term: **3 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Concrete Services**

5. Purpose of contract:

This is a new contract to provide ongoing concrete services to various state buildings in the Las Vegas area, on an as needed basis and at the request and approval of a Buildings and Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: \$80.00 per hour, per Operator/Finisher; \$62.00 per hour, per Laborer; \$82.00 per hour, per Foreman; \$25.00 per hour, per Crew Truck for normal business hours of Monday through Friday, 6:00 a.m. through 4:00 p.m.; overtime is charged at time and a half; holiday rate is double time; 4500 PSI concrete will be charged at \$100.00 per cubic yard, materials other than concrete will be billed at cost plus 10%; \$750.00 extra charge for service in Laughlin and Mesquite

II. JUSTIFICATION

7. What conditions require that this work be done?

The need to maintain state buildings in a safe condition.

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

Lack of manpower and expertise.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. J&J Enterprises Services Inc is a Nevada Public Works Board Contractor. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works Board pre-qualified bidder.

d. Last bid date: 11/01/2011 Anticipated re-bid date: 11/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	02/10/2012 10:20:35 AM
Division Approval	wsalisp1	02/10/2012 10:20:38 AM
Department Approval	wsalisp1	02/10/2012 10:20:40 AM
Contract Manager Approval	kaplin	02/10/2012 10:30:29 AM
Budget Analyst Approval	jrodrig9	02/12/2012 15:48:55 PM
BOE Agenda Approval	jburry	02/23/2012 14:42:04 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5798** Amendment Number: **1**
 Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **Otis Elevator Co DBA**
 Agency Code: **082** Contractor Name: **Otis Elevator Co DBA**
 Appropriation Unit: **1349-12** Address: **NEVADA ELEVATOR CO**
4625 S Polaris, Suite 216
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89103**
 If "No" please explain: **Not Applicable** Contact/Phone: **null7758715773**
 Vendor No.: **T60153142**
 NV Business ID: **NV19441000038**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

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

General Funds	0.00 %	X	Fees	100.00 % Buildings and Grounds building rent income fees.
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2008**
 Anticipated BOE meeting date **03/2012**
 Retroactive? **No**
 If "Yes", please explain
Not Applicable

3. Previously Approved Termination Date: **10/31/2012**
 Contract term: **4 years**
 4. Type of contract: **Contract**
 Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:
This is the first amendment to the original contract, which provides ongoing inspection, repair and maintenance of hydraulic and gear traction elevators located in various State buildings in the Las Vegas area. This amendment increases the maximum amount from \$207,240 to \$231,920 due to adding maintenance services to three new elevators in the Las Vegas State Museum.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$207,240.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$24,680.00
4. New maximum contract amount:	\$231,920.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Elevators must be maintained to comply with Federal Code.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Lack of manpower, equipment and certification.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**
c. Why was this contractor chosen in preference to other?

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

2008-2012, Buildings and Grounds, Service satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lbruce	02/08/2012 15:56:14 PM
Division Approval	lbruce	02/08/2012 15:56:19 PM
Department Approval	lbruce	02/08/2012 15:56:25 PM
Contract Manager Approval	kaplin	02/10/2012 10:54:30 AM
Budget Analyst Approval	jrodrig9	02/12/2012 15:41:37 PM
BOE Agenda Approval	jburry	02/23/2012 14:41:34 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13107**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: BURKE CONSTRUCTION GROUP, INC.
Agency Code: 082	Contractor Name: BURKE CONSTRUCTION GROUP, INC.
Appropriation Unit: 1565-43	Address: 3365 WYNN RD A
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: null702-367-1040
	Vendor No.: T81091350
	NV Business ID: NV19841005880

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	50.00 % proceeds from sale of bonds
Highway Funds	0.00 %	X Other funding	50.00 % transfer from capital project funds

Agency Reference #: 23918

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 120 days**

4. Type of contract: **Contract**

Contract description: **CMAR**

5. Purpose of contract:

This is a new contract to provide Construction Manager at Risk services for the Southern Desert Correctional Center, Core Expansion, Phase II & III, Indian Springs, Nevada; Project Nos. 07-C07(A) and 11-C01; Contract No. 23918.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,771,112.00**

Other basis for payment: monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 and 2011 CIP

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

demonstrated the required expertise for work on this project

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

SPWD, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	02/14/2012 15:51:43 PM
Division Approval	dgrimm	02/14/2012 15:51:46 PM
Department Approval	dgrimm	02/14/2012 15:51:50 PM
Contract Manager Approval	dgrimm	02/14/2012 16:29:19 PM
Budget Analyst Approval	jrodrig9	02/19/2012 16:22:10 PM
BOE Agenda Approval	jburry	02/23/2012 14:39:46 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13017**

Agency Name: HEARINGS AND APPEALS DIVISION	Legal Entity Name: Gustavo Hernandez
Agency Code: 089	Contractor Name: Gustavo Hernandez
Appropriation Unit: 1015-04	Address: 789 W BONANZA DR
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: null775-885-2456
	Vendor No.:
	NV Business ID: NV20111774747

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

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

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

2. Contract start date:

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

Anticipated BOE meeting date: **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/01/2014**

Contract term: **1 year and 337 days**

4. Type of contract: **Contract**

Contract description: **Interpreter Contract**

5. Purpose of contract:

This is a new contract to provide Spanish interpretation during Administrative hearings.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Payment for services will be made at the rate of \$70.00 per hour

Other basis for payment: Payable upon receipt of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division is required by statute to provide interpreter services to non-english speaking injured workers to properly be represented at hearings.

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

The State does not employ interpreters except by independant contract.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Contractor will provide professional and proper services to the Division at a reasonable cost.

d. Last bid date: 01/04/2012 Anticipated re-bid date: 01/03/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

16. 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

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jdagdaga	02/03/2012 13:46:16 PM
Division Approval	jdagdaga	02/03/2012 13:46:31 PM
Department Approval	jdagdaga	02/03/2012 13:46:34 PM
Contract Manager Approval	hhufstet	02/03/2012 13:49:03 PM
Budget Analyst Approval	csawaya	02/03/2012 14:16:25 PM
BOE Agenda Approval	jmurph1	02/06/2012 14:51:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13092**

Agency Name: COMMISSION ON TOURISM	Legal Entity Name: STRATEGIC HORIZONS LLP
Agency Code: 101	Contractor Name: STRATEGIC HORIZONS LLP
Appropriation Unit: 1522-31	Address: 105 WOODLAND TRACE
Is budget authority available?: Yes	City/State/Zip: AURORA, OH 44202-8076
If "No" please explain: Not Applicable	Contact/Phone: Douglas Parker 330-995-4680
	Vendor No.:
	NV Business ID: Waived
To what State Fiscal Year(s) will the contract be charged? 2012	

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

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

2. Contract start date:

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

Anticipated BOE meeting date: 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **04/30/2012**

Contract term: **59 days**

4. Type of contract: **Contract**

Contract description: **RR Conf Speaker**

5. Purpose of contract:

This is a new contract to secure a speaker for the keynote presentation on April 19, 2012 during the 2012 Rural Roundup Conference in Incline Village, Nevada. The speaker will be addressing the attendees in a session which will overview the basic principles and frameworks of "Authenticity and the Experience Economy," a topic relevant both to the current brand development campaign for Nevada as well as to the rural communities and their representatives that will be attending the conference.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,000.00**

Other basis for payment: Payment to be made upon submission of invoices as follows: \$5,000 deposit to be paid after Board of Examiner's approval; additional \$5,000 to be paid after the presentation; travel costs to be reimbursed at actual costs based on GSA rates up to a maximum of \$3,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Commission on Tourism is the host for the yearly Rural Roundup Conference, which includes obtaining speakers for presentations during the conference.

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

Although we do have State employees already scheduled to speak for a few of the sessions during the Rural Roundup Conference, the employees don't have the specific expertise desired for the keynote presentation.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120204

Approval Date: 02/07/2012

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

This vendor's expertise is relevant both to the current brand development campaign for Nevada as well as to the rural communities in which the speaker will address during the keynote presentation at the Rural Round Conference.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

LLP

The requirements have been waived per the Secretary of State's Office for this one time event.

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

Yes

16. 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

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

No b. If "NO", please explain.

The requirements have been waived per the Secretary of State's Office for this one time event.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kwilliam	02/08/2012 12:11:48 PM
Division Approval	kwilliam	02/08/2012 12:11:51 PM
Department Approval	kwilliam	02/08/2012 12:11:53 PM
Contract Manager Approval	kwilliam	02/14/2012 15:32:49 PM
Budget Analyst Approval	knielsen	02/14/2012 16:39:42 PM
BOE Agenda Approval	jburry	02/23/2012 14:36:59 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
120204

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Nevada Commission on Tourism
Kari Frilot, Rural Grants Manager, 775-687-0620, kfrilot@travelnevada.com

- b. Vendor contact information:
Strategic Horizons LLP
105 Woodland Trace
Aurora, OH 44202-8076
(330) 995-7686
Contact: Doug Parker

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

The Nevada Commission on Tourism (NCOT) wants to obtain James H. Gilmore of Strategic Horizons LLP as a speaker during a keynote presentation for the 2012 Rural Roundup Conference in Incline Village on April 19, 2012. Mr. Gilmore will address attendees in a session which will overview the basic principles and frameworks of Authenticity and the Experience Economy.

3. Describe the unique qualification required for the service or good to be purchased:

Speaker presentations are unique based on the person presenting and his/her subject of the presentation. We believe this vendor's expertise is relevant both to the current brand development campaign for Nevada as well as to the rural communities and marketing for the "experience" economy, an economy driven by those desiring an overall experience, especially when it comes to the tourism industry.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

Due to the unique nature of speaker presentations, this service cannot be bid. We believe this vendor's expertise is relevant both to the current brand development campaign for Nevada as well as to the rural communities and marketing for the "experience" economy.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

If this waiver request is denied, the Nevada Commission on Tourism will not be able to obtain the speaker necessary for the keynote presentation at the 2012 Rural Roundup Conference.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

Due to the unique nature of speaker presentations, we believe there is no competition for this service. This vendor's expertise is relevant both to the current brand development campaign for Nevada as well as to the rural communities in which the speaker will address during the keynote presentation at the Rural Roundup Conference.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Strategic Horizons LLP has a set rate of \$10,000 for the services of Mr. Gilmore's presentation on the basic principles and frameworks of Authenticity and the Experience Economy.

8. What is the estimated value and length of the contract, amendment or request?

Amount: \$13,000 (\$5,000 deposit to be paid upon contract approval, \$5,000 paid after the presentation, and reimbursement of actual travel costs up to a maximum amount of \$3,000 based on GSA guidelines).

Length: BOE approval (anticipated to be March 13, 2012) - April 30, 2012 (actual date of the speaker presentation will be April 19, 2012)

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Nevada Commission on Tourism
Requesting agency

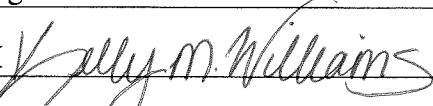

hereby requests approval for

Strategic Horizons LLP
Proposed vendor

to provide the service/good for the amount and term as described above.



By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	1/24/12
Agency Representative Initiating Request	Date
X 	1/24/12
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.


Signed:

X  N/A 	
Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X 	2-7-12
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13087**

Agency Name: **ENTERPRISE IT SERVICES**
 Agency Code: **180**
 Appropriation Unit: **1387-22**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: Windstream Communications Inc
 Contractor Name: **Windstream Communications Inc**
 Address: **770 Smithridge Drive, Suite 40**
 City/State/Zip: **Reno, NV 89502**
 Contact/Phone: Allan Pedersen 775-398-3901
 Vendor No.:
 NV Business ID: NV20051768515

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Telephone Watts & Toll Charges

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/12/2012**

Contract term: **194 days**

4. Type of contract: **Contract**

Contract description: **Technology Services**

5. Purpose of contract:

This is a new contract to provide an Avaya Technology Roadmap Study that includes a technical study of the existing state phone systems. It will provide a systematic, multi-year plan for deriving operational savings from technology deployments and implementing process improvements that can fund future technology investments.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,000.00**

Other basis for payment: Payable after delivery of the final presentation and report of the project to the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State is looking for a systematic, multi-year plan for deriving operational savings from technology deployments and implementing process improvements that can fund future technology investments.

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

The State has neither the resources nor the expertise to accomplish this project.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This was the only vendor that submitted a proposal, but the proposal was deemed viable by the agency.

d. Last bid date: 01/01/2012 Anticipated re-bid date: 01/01/2016

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

DOIT, 2009; DETR, 2009; Supreme Court of Nevada, 2011; NDOT, 2009 - Service Satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	02/10/2012 10:59:43 AM
Division Approval	wsalisp1	02/10/2012 10:59:45 AM
Department Approval	wsalisp1	02/10/2012 10:59:48 AM
Contract Manager Approval	kaplin	02/10/2012 11:02:51 AM
DoIT Approval	lmuelle1	02/13/2012 10:12:06 AM
Budget Analyst Approval	sbrown	02/21/2012 14:59:02 PM
BOE Agenda Approval	jburry	02/23/2012 14:41:04 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13079**

Agency Name: OFFICE OF VETERAN'S SERVICES	Legal Entity Name: M. Duane Jordan
Agency Code: 240	Contractor Name: M. Duane Jordan
Appropriation Unit: 2561-04	Address: 767 Darlene Way
Is budget authority available?: Yes	City/State/Zip: Boulder City, NV 89005
If "No" please explain: Not Applicable	Contact/Phone: Duane Jordan 702-293-0620
	Vendor No.:
	NV Business ID: Not applicable
To what State Fiscal Year(s) will the contract be charged?	2012-2014

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Federal - 50%; Private funds - 50%

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/22/2012**

Anticipated BOE meeting date 03/2012

Retroactive? **Yes**

If "Yes", please explain

NSVH has had chaplain services ongoing, but the current chaplain is retiring. A new chaplain has been chosen and the Home wishes to have him work with the outgoing chaplain to understand the ministry of the Home. Coordination of this ministry precluded our meeting the exact schedule of the BOE.

3. Termination Date: **02/28/2014**

Contract term: **2 years and 7 days**

4. Type of contract: **Contract**

Contract description: **Chaplain Services**

5. Purpose of contract:

This is a new contract to provide ongoing Chaplain services to the Nevada State Veterans Home.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Payment for services will be made at the rate of \$30.00 per hour

Other basis for payment: Not to exceed \$24,000 per fiscal year.

II. JUSTIFICATION

7. What conditions require that this work be done?

The chaplain position provides counseling for the psychosocial needs of the residents.

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

No State agencies or employees provide this service.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other Contractor is affiliated with a non-profit, religious organization and is therefore qualified for tax-exempt status. (USC 501(c)).

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpalmes	02/21/2012 10:58:40 AM
Division Approval	jpalmes	02/21/2012 10:58:44 AM
Department Approval	jpalmes	02/21/2012 10:58:51 AM
Contract Manager Approval	mnobles	02/21/2012 16:39:19 PM
Budget Analyst Approval	jrodrig9	02/21/2012 18:54:38 PM
BOE Agenda Approval	jburry	02/23/2012 14:40:26 PM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF VETERANS SERVICES
NEVADA STATE VETERANS HOME/BOULDER CITY
100 Veterans Memorial Drive
Boulder City, Nevada 89005
(702) 332-6864 • Fax (702) 332-6762 • TDD (702) 332-6988



MEMORANDUM

To: Jim Rodriguez, Budget Office
From: Michael C. Nobles, Management Analyst II *men*
Date: February 3, 2012
Subject: Request for Retroactive Approval of Chaplain Duane Jordan Contract

The Nevada State Veterans Home (NSVH) is requesting retroactive approval of the Chaplain Duane Jordan contract. Chaplain Jordan will provide chaplain services and spiritual counseling to residents of the Home.

NSVH has had chaplain services ongoing, but the current chaplain is retiring. A new chaplain has been chosen and the Home wishes to have him work with the outgoing chaplain to understand the ministry of the Home. Coordination of this ministry precluded our meeting the exact schedule of the BOE.

Approval of this request will allow NSVH to begin chaplain services immediately with the retirement of the previous chaplain.

RECEIVED

FEB 15 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
PLANNING DIVISION

"Caring For America's Heroes"



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
120105

JEFF MOHLENKAMP
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1.
 - a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Michael C. Nobles, MA II, (702) 332-6703, noblesm@veterans.nv.gov
 - b. Vendor contact information: Pastor Duane Jordan, 767 Darlene Way, Boulder City, NV 89005, (702) 293-0620
 - c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
Provide Chaplain services to the Nevada State Veterans Home.
3. Describe the unique qualification required for the service or good to be purchased:
A Chaplain for the Veterans home must be qualified to provide counseling and spiritual assistance for the residents of the Home. Experience with Veterans is part of the requirement.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
The position of Chaplain is a personal services position that requires an individual of spiritual nature who can assist Veterans in their psychosocial needs. It is not really the type of position that is suited to competitive solicitation.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: Unknown. NSVH has not undertaken to advertise or solicit for Chaplain services. We feel that this service is too personal in nature, and requires a person who can form a spiritual bond with the residents.
6. What market research was conducted to substantiate that there is no competition for the service or good?
Please include an evaluation of other items considered, and provide documentation.
There is no "market" for this type of personal service.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
Pastor Duane Jordan has been recommended by the retiring chaplain. A committee from the Home has met and discussed the position with him, and recommended his hire. He is well known and respected in the Boulder City community and is a veteran. He has significant experience with veterans previous to his work at NSVH. We feel that his hourly rate is well within that of other "professional" contractors.
8. What is the estimated value and length of the contract, amendment or request? This is a new contract for a new chaplain; the contract to run from February 21, 2012 to February 28, 2014. The maximum amount is not to exceed \$24,000 per fiscal year.
 - a. New contract Y N

b. Amendment Y N
{provide copy of previous waiver(s)}

Nevada State Veterans Home

Requesting agency

hereby requests approval for

Duane Jordan

Proposed vendor

to provide the service for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Michael C. Nobles</i>	1/18/2012
Agency Representative Initiating Request	Date
X <i>[Signature]</i>	1/18/2012
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	
Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X <i>Hug Smith</i>	1-20-12
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: CONV5688	Amendment Number: 2
Agency Name: DEPARTMENT OF EDUCATION	Legal Entity Name: HMB INFORMATION SYSTEM
Agency Code: 300	Contractor Name: HMB INFORMATION SYSTEM
Appropriation Unit: 2709-65	Address: DEVELOPERS
Is budget authority available?: Yes	City/State/Zip: 191 W NATIONWIDE BLVD STE 650
If "No" please explain: Not Applicable	Contact/Phone: Patrick J. Brennan 614/221-6831
	Vendor No.: T29005088
	NV Business ID: NV20101192150

To what State Fiscal Year(s) will the contract be charged? **2008-2012**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2008**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/10/2012**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Computer Related Services**

5. Purpose of contract:

This is an amendment to an exiting contract which will provide for enhancements to the ePAGE system. These include a rich text editor control on the spending plan details page, pre-fill RFF expenditure details with values from previous RFF, Dynamic Reporting Solution (going forward new reports will be created by HMB Information System Develop under the support agreement), and hard code accounting details at the bottom of the RFF. This amendment increases the maximum amount of the contract from \$565,000 to \$617,500.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$205,000.00
2. Total amount of any previous contract amendments:	\$360,000.00
3. Amount of current contract amendment:	\$52,500.00
4. New maximum contract amount:	\$617,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Currently all modifications and changes, including enhancements to ePAGE have to be coordinated through HMB Information System Developers (HMB). These enhancements allow for additional information to be calculated and collected for the Nevada Department of Education staff.

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

January 1, 2009 Nevada Department of Education tried to convert the maintenance component of ePAGE from HMB to Doit. This attempt failed because Doit did not have the staff that has sufficient knowledge of the Visual Basic software. By mid-February of 2009 Doit informed Nevada Department of Education that Doit was not able to provide Nevada Department of Education with the required support. Once this set of enhancement is completed, a contract will be submitted for maintenance only.

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

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

Not Applicable

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

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

This contract is the only vendor qualify to provide the services.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

HMB Information System Developers was an initial contract with Nevada Department of Education (NDE) on May 10, 2005. A second awarded contract on June 10, 2008. The working relationship between NDE and HMB has been extremely satisfactory and productive. The Nevada Department of Education has had no complaints about the quality of service or the timeliness of services. Their quality of service has been excellent.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	02/08/2012 11:45:39 AM
Division Approval	amccalla	02/08/2012 11:45:42 AM
Department Approval	amccalla	02/08/2012 11:45:45 AM
Contract Manager Approval	ebarraga	02/08/2012 11:46:12 AM
DoIT Approval	lmuelle1	02/13/2012 09:58:11 AM
Budget Analyst Approval	jteska	02/16/2012 14:56:51 PM



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
#080502B

Amendment 2

GREG SMITH
Purchasing Administrator

"Amendment 2"
SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Nevada Department of Education (NDE)
Fawn Lewis, Educational Programs Professional
Office of Special Education, ESE and School Improvement Programs
(775) 687-9214
flewis@doe.nv.gov

b. Vendor contact information:

HMB Information System Developers
John Mackessy
191 West Nationwide Blvd. Suite 650
Columbus, Ohio 43215
(614) 221-6831 Fax (614) 221-6856
Federal Tax ID: 311410213

c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

- Approximately 420 hours to Implement the following ePAGE Enhancements:
 - Rich Text Editor Control on the Spending Plan Details Page;
 - Pre-fill RFF Expenditure Details with values from previous RFF;
 - Dynamic Reporting Solution (going forward new reports will be created by HMB under the support agreement); and
 - Hard code accounting details at the bottom of the RFF.

Describe the unique qualification required for the service or good to be purchased:

The provider must be familiar with the current system, ePAGE, developed by Harris, Mackessy & Brennan, Inc., doing business as HMB Information System Developers. The provider should also be familiar with and have experience with the following: Web Site Applications, as well as familiarization with Client/Server and Web technologies such as Visual Studio 6.0:VB. Interdev, Source Safe, HTML, Javascript, ASP/VBScript, SQL Server 2000, Windows 2003, IIS Web Server. The provided must

understand the platform currently used by Ohio in order to transfer Nevada's system to that of Ohio.

The provider must also be knowledgeable about and have experience with federal and state education grants and grants management processes and requirements. This knowledge should include a comprehensive understanding of funding requirements under the No Child Left Behind Act (NCLB).

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

HMB has developed and delivered the current grants management system NDE has in place. They are intimately familiar with the design and functionality of the system. They are also familiar with the procedures and requirements for working from an off-site location on servers within the state's network. It would be cost effective to work with HMB because of their familiarity with the product and the state's procedures than to bring in another vendor that would need to learn the system.

The complexity of the software necessitates that the creator of the program, HMB, provide the services required to implement these enhancements. HMB can perform these enhancements in significantly less time than a developer that is not familiar with the coding modules or database structure. Making it both cost effective and the most efficient and practical decision to contract with HMB to modify the ePAGE software.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

NDE has invested considerable time, energy and funds into transitioning both NDE personnel as well as district personnel into the use of an electronic application and funding system. As with any change, there was initial resistance, but the field and NDE have now accepted ePAGE as a way of life. If ePAGE was not available, NDE would have to revert to the old system of using paper applications, paper requests for funds, and paper budget revisions. In effect, this would be sending NDE back into the dark ages of grants management. Electronic systems are the only cost effective way of handling and maintaining the funding and application components of an organization.

HMB was the sole source vendor for the conceptualization, development, and implementation of the current ePAGE system. They were also the sole source provider for the Ohio Department of Education's (ODE) web-based grants processing system, known as the Comprehensive Continuous Improvement Plan (CCIP) which was modified to meet Nevada's needs. HMB developed the system, performed all programming technical support, and trained agency and district personnel on the system. HMB has dedicated over 80,000 hours to building this type of system for Ohio, Nevada, Oklahoma and Alabama.

NDE's history with HMB has shown that the organization has met all deliverables and frequently came in under budget. The personnel assigned to this project have always been professional and all of their recommendations were appropriate and resulted in NDE saving considerable time and expense. HMB's knowledge of NCLB exceeds the knowledge of all other potential vendors that NDE has considered. This knowledge of NCLB is important to NDE and will help prevent potential audit findings. Ohio recently had federal audits/monitors of several programs housed in their version of ePAGE and they did

not receive any monitor findings based on the information contained in their system. All of these factors have convinced NDE of the proven track record and positive reputation of this vendor.

- 6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

The information provided in responses to questions 4 and 5, outlines the value of having the vendor that developed the system be the one to maintain the system. Also considered was the positive professional working relationship established between HMB and the NDE and the satisfaction NDE has had with their work on previous endeavors. As such, there were no efforts to identify other potential vendors. Our attempt to secure DoIT as our vendor failed less than two months after the contractual relationship with HMB was terminated.

However, before selecting HMB for the original contract dated May 10, 2005, extensive effort was made to check with other states and vendors to determine the most qualified vendor for this project. This research indicated that HMB was the only vendor to develop a system incorporating the funding and planning process into a single system.

- 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Since HMB is the only vendor in the country with complete knowledge of the Ohio system, they are the most qualified to do this job. At a rate of \$125 per hour, they cost more on an hourly basis than DoIT or other vendors, but the amount of time saved by using a vendor with detailed knowledge of the product more than makes up for a slightly higher per hour cost. The number of hours that will be billed to NDE will be considerable less than if another, less qualified vendor were utilized.

- 8. What is the estimated value and length of the contract, amendment or request?

The original contract was for \$205,000 for the two-year period. The first amendment is for \$360,000 for a two-year period for a total contract for four years of \$565,000. This second amendment is for \$52,500, for a total contract of \$617,500. This contract will end June 10, 2012.

- a. New contract Y N
- b. Amendment Y N Amendment No. 2
{provide copy of previous waiver(s)}

Nevada Department of Education

Requesting agency

hereby requests approval for HMB Information System
Developers

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Jawn D. Lewis</i>	1/19/2012
Agency Representative Initiating Request	Date
X <i>[Signature]</i>	1/19/2012
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

<i>[Signature]</i>	1/26/12
Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X <i>Aug Smith</i>	2-1-12
Administrator, Purchasing Division	Date

* Please see + include Attachment 1 with this approval *

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: 11647	Amendment Number: 4	
Agency Name: HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	Legal Entity Name: CAPGEMINI GOVERNMENT SOLUTIONS	Contractor Name: CAPGEMINI GOVERNMENT SOLUTIONS
Agency Code: 400	Address: LLC	2250 COPORATE PARK DR STE 410
Appropriation Unit: 3150-66	City/State/Zip: HERNDON, VA 20171-2889	
Is budget authority available?: Yes	Contact/Phone: null571/336-1600	Vendor No.: PUR0004888
If "No" please explain: Not Applicable	NV Business ID: NV20101213337	

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/09/2010**

Anticipated BOE meeting date **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2012**

Contract term: **1 year and 325 days**

4. Type of contract: **Contract**

Contract description: **Contractor**

5. Purpose of contract:

This is the 4th amendment to the original contract. The original contract was to assist DHHS/State Health Information Technology (HIT) Coordinator in preparing the required State HIT Strategic and Operational Plan to meet the requirements of Nevada's ARRA HITECH State Health Information Exchange Cooperative Agreement. This amendment extends the expiration date and expands the scope of work to include deliverables to ensure Nevada is compliant with the ARRA HITECH Health Information Exchange and Health Information Technology requirements.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$400,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,145,150.00
4. New maximum contract amount:	\$1,545,150.00

and/or the termination date of the original contract has changed to: **09/30/2012**

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada's ARRA HITECH State HIE cooperative agreement.

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

The necessary resources required to meet the grant requirements and deadlines are not available.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 100914
Approval Date: 02/15/2012

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

They currently have a contract with the Secretary of State for the development of the business portal.

12. 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:

They currently have a contract with DETR for technology development projects.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
 LLC

15. a. Is the Contractor Name the same as the legal Entity Name?
 Yes

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mtorvine	02/21/2012 14:07:11 PM
Division Approval	mtorvine	02/21/2012 14:07:20 PM
Department Approval	mtorvine	02/21/2012 14:11:35 PM
Contract Manager Approval	asilv1	02/21/2012 14:12:43 PM
Budget Analyst Approval	rhage1	02/23/2012 14:12:59 PM
BOE Agenda Approval	jteska	02/24/2012 14:36:22 PM



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
#100914 D
Amendment

GREG SMITH
Purchasing Adminis

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Director's Office - Department of Health and Human Services
Lynn O'Mara, State HIT Coordinator
775-684-7593
lgomara@dhhs.nv.gov

b. Vendor contact information:
Capgemini Government Solutions
Michael O'Malley
512-924-1201
michael.omalley@capgemini-gs.com

c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Capgemini Government Solutions LLC (Capgemini) will assist the State HIT Coordinator and State HIT Authority (aka, the DHHS Director) in implementing Nevada's federally-approved State HIT Strategic and Operational Plan (State HIT Plan), including an unexpected corrective action plan. This assistance will be comprised of activities for meeting the accelerated deadlines and deliverables associated with the implementation terms, conditions and requirements of Nevada's ARRA HITECH State HIE Cooperative Agreement (see Attachments #1 and #2), the provisions of the ARRA HITECH Act of 2009, and supporting provisions contained in Nevada Senate Bill 43 (2011). The required accelerated work plan is related to certain federal program priorities that will impact the implementation of Nevada's federally-approved State HIT Plan, and Nevada requires technical assistance from Capgemini to meet federal HHS/ONC program deadlines and for responding to queries and revision requests by federal HHS/ONC. All work is to be accomplished under the direction and approval of the State HIT Coordinator. The expected period of performance is March 14 – September 30, 2012, contingent on appropriate State approvals and federal HHS/ONC approval.

3. Describe the unique qualification required for the service or good to be purchased:

Capgemini offers five unique qualifications: 1) currently doing similar work for two other state departments; 2) successfully competed in two RFP competitions within the last year (Secretary of State and DETR); 3) would use the same rates already vetted and approved by BOE; 4) offers the potential to leverage existing contracts for time and material cost savings to the state, since key fact finding has already been done and possible synergies identified; and 5) the corrective plan approved by federal HHS/ONC includes Capgemini specifically as assisting DHHS with establishing the business elements of the required DIRECT "Bridge" Service for connectivity to the Nationwide Health Information Network. Capgemini is supporting a similar effort in North Carolina, which provides Nevada with insights

regarding implementation approaches, risks, and interactions with ONC regarding the DIRECT project

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify. Nevada's ARRA HITECH State HIE Cooperative Agreement requires additional deliverables, related to the corrective action plan that must be completed no later than June 30, 2012, and State HIT Plan deliverables that must be completed by September 30, 2012. This will ensure that critical ARRA HITECH Act requirements and HIE Cooperative Agreement terms and conditions can be met, and reduce the risk of incurring additional non-federal grant match requirements, which are on an escalating schedule. Also, DIRECT is needed to assist eligible health care providers meet meaningful use requirements for electronic health records and receive financial incentives from Medicare and Medicaid.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Nevada would not be in compliance with the terms and conditions of the HIE Cooperative Agreement, and would risk losing its funding. It would also increase the risk of incurring additional non-federal grant match, which are on an escalating schedule. The grant funding is also needed to implement the provisions of Senate Bill 43, approved by Governor Sandoval on June 13, 2011, which aligns with the State HIT Plan. Also, eligible health care providers may not be able to meet meaningful use requirements for electronic health records and would risk not receiving financial incentives from Medicare and Medicaid.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

One dozen potential entities were considered and eight were interviewed, at the time of the original contract submission. Capgemini remains the only entity with a proven approach that specifically addresses the terms and conditions of the State HIE Cooperative Agreement and offers suggestions for leveraging existing state assets.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Capgemini will continue to use its rates already vetted under two separate RFP awards in the last year and approved by BOE (Secretary of State and DETR), and also approved under the original contract with DHHS.

8. What is the estimated value and length of the contract, amendment or request?

a. New contract Y N

b. Amendment Y N Amendment No. #4 seeks to 1) expand the scope of work to include the activities for meeting the accelerated deadlines and deliverables associated with the implementation terms, conditions and requirements of Nevada's ARRA HITECH State HIE Cooperative Agreement (see Attachments #1 and #2), the provisions of the ARRA HITECH Act of 2009, and supporting provisions contained in Nevada Senate Bill 43 (2011); 2) extend the length of the current contract length through September 30, 2012; and 3) increase the not-to-exceed contract value from \$400,000 to \$1,545,150. Federal funding from Nevada's ARRA HITECH State HIE Cooperative Agreement will be used to fund this project.

{provide copy of previous waiver(s)}

Pursuant to the original approved waiver and the Amendment #1, #2, and #3 approved waivers, amendments were anticipated, as federal HHS continues to revise State HIE Cooperative Agreement terms, conditions and deliverables.

DHHS – Director’s Office
Requesting agency

hereby requests approval for

Capgemini Government Solutions
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Lynn G. O'Mara</i>	2-9-2012
	Agency Representative Initiating Request	Date
X	<i>Bonnie Callahan</i>	2/10/12
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	<i>N/A</i>	
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X	<i>Aug Smith</i>	2-15-12
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13051**

Agency Name: AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name: NEVADA BROADCASTERS ASSOCIATION
Agency Code: 402	Contractor Name: NEVADA BROADCASTERS ASSOCIATION
Appropriation Unit: 3151-39	Address: 1050 E FLAMINGO RD STE S102
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: null702/794-4994
	Vendor No.: T80990324
	NV Business ID: NV19941133658

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/13/2012**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/29/2012**

Contract term: **200 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to create Non-Sustaining Commercial Announcements for a statewide radio campaign. In addition, the Nevada Broadcasters Association (NBA) will facilitate ADSD in disseminating the federal government's "Stop Medicare Fraud" campaign, with emphasis on reaching limited English speaking, rural, and hard to reach areas of the state in the special programs effort to prevent Medicare fraud and recruit volunteers in those areas to work with the program. The amount of the contract is based on the Senior Medicare Patrol's (SMP) total budget authority as depicted in the Federal budget for grant award 90MP0018 which is passed through to ADSD from the Attorney General's Office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: Based on total production cost.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Senior Medicare Patrol (SMP) is a federally funded grant program, tasked with broadcasting the message of Protect, Detect, and Report, in the federal fight against Medicare and Medicaid fraud. The best way to reach the state as a whole is to contract with an entity that has the ability to reach the whole state. NBA has radio stations in all areas of Nevada.

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

SMP staff lack the expertise and the required studio and equipment to provide these services. The NBA is a non-profit entity which works in association with the National Broadcasters Associations. The NBA has unique access, information, skills and abilities that are unavailable via any for profit organization or any Nevada entity.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120103

Approval Date: 01/18/2012

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

The NBA is providing professional services. They have unique skills and expertise to create the tapes, etc. needed for SMP. They are the only broadcasters association in Nevada and were chosen based on these attributes.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

SFY 11, The Office of the Nevada Attorney General, services provided by this vendor were satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bberry	02/01/2012 12:00:22 PM
Division Approval	bberry	02/01/2012 12:00:25 PM
Department Approval	mtorvine	02/06/2012 15:25:28 PM
Contract Manager Approval	davera	02/07/2012 08:30:50 AM
Budget Analyst Approval	rhage1	02/22/2012 13:23:20 PM
BOE Agenda Approval	jteska	02/22/2012 15:53:11 PM
BOE Final Approval	Pending	

RECEIVED

JAN 23 2012

Purchasing Use Only:
120201



BRIAN SANDOVAL
GOVERNOR

AGING SERVICES
CARSON OFFICE

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

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Aging and Disability Services Division – Nevada Senior Medicare Patrol; Mary Matiya, SMP Program Officer; 702-486-3796; mematiya@adsd.nv.gov
- b. Vendor contact information:
Bob Fisher, President, Nevada Broadcasters Association (NBA), 1050 E. Flamingo, Suite S-102, Las Vegas, NV 89119; 702-794-4994, F – 702-794-4997
- c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
The unique requirements of our expansion grant are to expand the volunteer capacity for the SMP program and enhance the program throughout the state of Nevada. The contractor will assist the NV SMP in the Aging & Disability Services Division in the creation and production of Non-Sustaining Commercial Announcements (NCSAs) for a statewide radio campaign. In addition, the NBA will facilitate the NV SMP in disseminating the federal government's "Stop Medicare Fraud" campaign, with emphasis on reaching limited English speaking, rural, and other hard-to-reach areas of the state in the program's effort to prevent Medicare fraud and recruit volunteers in those areas to work with the program.
3. Describe the unique qualification required for the service or good to be purchased:
SMP staff lack the expertise and the required studio and equipment to provide these services. The Nevada Broadcasters Association is a non-profit entity which works in association with the National Broadcasters Association. The NBA has unique access, information, skills, and abilities that are unavailable via any for-profit organization or any Nevada entity.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
The NBA is a non-profit organization willing to provide a substantial portion of their services free of charge, i.e., an in-kind contribution to the NV SMP program. There is no other entity available to do this.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
If the waiver request is denied, the NV SMP is not able to pay full price for the purchase of production and air time to promote the program via radio spots. We will therefore fail to reach a significant number of NV residents with the Medicare fraud message.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
The NBA is the only broadcasters association in the state and the only organization with the capability to broadcast statewide
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The SMP has had ten years prior experience with the NBA with excellent and professional results.

8. What is the estimated value and length of the contract, amendment or request?

(Anticipated) March 13, 2012 – September 29, 2012

For \$50,000

a. New contract Y N

b. Amendment Y N Amendment No. _____

{provide copy of previous waiver(s)}

**Nevada Aging and Disability Services
Division, Nevada SMP (Senior
Medicare Patrol)**

Requesting agency

hereby requests approval for

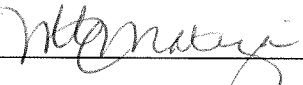
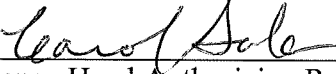
**Nevada Broadcasters Association
(NBA)**

Proposed vendor

to provide the service/good for the amount and term as described above.


By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	Jan 19, 2012
Agency Representative Initiating Request	Date
X 	1/23/12
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.


Signed:

X 	
Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X 	2-1-12
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13052**

Agency Name: AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name: NEVADA BROADCASTERS ASSOCIATION
Agency Code: 402	Contractor Name: NEVADA BROADCASTERS ASSOCIATION
Appropriation Unit: 3151-39	Address: 1050 E FLAMINGO RD STE S102
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: null702/794-4994
	Vendor No.: T80990324
	NV Business ID: NV19941133658

To what State Fiscal Year(s) will the contract be charged? **2012**

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

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

Agency Reference #: **Grant#90MP0019**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/13/2012**

Anticipated BOE meeting date **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2012**

Contract term: **79 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to create Non-Sustaining Commercial Announcements for a statewide radio campaign. In addition, the Nevada Broadcasters Association (NBA) will facilitate ADSD in disseminating the federal government's "Stop Medicare Fraud" campaign, with emphasis on reaching limited English speaking, rural, and hard to reach areas of the state in the special program's effort to prevent Medicare fraud and recruit volunteers in those areas to work with the program. The amount of the contract is based on the Senior Medicare Patrol's (SMP) total budget authority as depicted in the Federal budget for grant award 90MP0019 which is passed through to ADSD from the Attorney General's Office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: **Based on total production cost.**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Senior Medicare Patrol (SMP) is a federally funded grant program, tasked with broadcasting the message of Protect, Detect, and Report, in the federal fight against Medicare and Medicaid fraud. The best way to reach the state as a whole is to contract with an entity that has the ability to reach the whole state. NBA has radio stations in all areas of Nevada.

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

SMP staff lack the expertise and the required studio and equipment to provide these services. The NBA is a non-profit entity which works in association with the National Broadcasters Associations. The NBA has unique access, information, skills and abilities that are unavailable via any for profit organization or any Nevada entity.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 120103
Approval Date: 02/18/2012

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

The NBA is providing a professional service. They have unique skills and expertise to create the tapes, etc. needed for SMP. They are the only broadcasters association in Nevada and were chosen on these skills.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

SFY 11, The Office of the Nevada Attorney General, services provided by this vendor were satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
 Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bberry	02/01/2012 12:16:37 PM
Division Approval	bberry	02/01/2012 12:16:40 PM
Department Approval	mtorvine	02/03/2012 16:56:34 PM
Contract Manager Approval	davera	02/07/2012 08:31:43 AM
Budget Analyst Approval	rhage1	02/09/2012 10:23:58 AM
BOE Agenda Approval	jteska	02/16/2012 15:49:03 PM
BOE Final Approval	Pending	

RECEIVED



BRIAN SANDOVAL
GOVERNOR

JAN 10 2012

AGING SERVICES
CARSON OFFICE

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:

170103

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Aging and Disability Services Division – Nevada Senior Medicare Patrol; Mary Matiya, SMP Program Officer; 702-486-3796; mematiya@adsd.nv.gov
- b. Vendor contact information:
Bob Fisher, President, Nevada Broadcasters Association (NBA), 1050 E. Flamingo, Suite S-102, Las Vegas, NV 89119; 702-794-4994, F – 702-794-4997
- c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
The unique requirements of our expansion grant are to expand the volunteer capacity for the SMP program and enhance the program throughout the state of Nevada. The contractor will assist the NV SMP in the Aging & Disability Services Division in the creation and production of Non-Sustaining Commercial Announcements (PSAs) for a statewide radio campaign. In addition, the NBA will facilitate the NV SMP in disseminating the federal government's "Stop Medicare Fraud" campaign, with emphasis on reaching rural, and other hard-to-reach areas of the state in the program's effort to prevent Medicare fraud and recruit volunteers in those areas to work with the program.
3. Describe the unique qualification required for the service or good to be purchased:
SMP staff lack the expertise and the required studio and equipment to provide these services. The Nevada Broadcasters Association is a non-profit entity which works in association with the National Broadcasters Association. The NBA has unique access, information, skills, and abilities that are unavailable via any for-profit organization or any Nevada entity.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
The NBA is a non-profit organization willing to provide a substantial portion of their services free of charge, i.e., an in-kind contribution to the NV SMP program. There is no other entity available to do this.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
If the waiver request is denied, the NV SMP is not able to pay full price for the purchase of production and air time to promote the program via radio spots. We will therefore fail to reach a significant number of NV residents with the Medicare fraud message.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
The NBA is the only broadcasters association in the state and the only organization with the capability to broadcast statewide
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

RECEIVED
1-10-12

The SMP has had ten years prior experience with the NBA with excellent and professional results.

8. What is the estimated value and length of the contract, amendment or request?

(Anticipated) March 13, 2012 – May 31, 2012

For \$15,000 (return on the value will be at least \$200,000)

a. New contract Y N

b. Amendment Y N Amendment No. _____

{provide copy of previous waiver(s)}

Nevada Aging and Disability Services
Division, Nevada SMP (Senior
Medicare Patrol

Requesting agency

hereby requests approval for

Nevada Broadcasters Association
(NBA)

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>M. Matiza</i>	Jan 9, 2012
	Agency Representative Initiating Request	Date
X	<i>Tim Guberwin</i>	1-11-12
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.


Signed:

X		
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X 	1-18-12
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13049**

Agency Name:	AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name:	HEALTH NET LIFE INSURANCE CO
Agency Code:	402	Contractor Name:	HEALTH NET LIFE INSURANCE CO
Appropriation Unit:	3156-16	Address:	21650 OXNARD ST FL 25
Is budget authority available?:	Yes	City/State/Zip:	WOODLAND HILLS, CA 91367-7824
If "No" please explain:	Not Applicable	Contact/Phone:	null818/676-5523
		Vendor No.:	T27022436
		NV Business ID:	NV20111632895

To what State Fiscal Year(s) will the contract be charged? **2012-2017**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2012**

Anticipated BOE meeting date 03/2012

Retroactive? **Yes**

If "Yes", please explain

Center for Medicare and Medicaid Services (CMS) regulation requires contract with all approved and licensed Part D providers as one requirement to maintain SPAP status (Social Security Act Section 1860D-23(b)(2) as non discrimination and equal assistance to beneficiaries for supplemental Part D premium assistance). This provider allowed their previous contract to expire. A new contract with retroactive date of January 1, 2012 will ensure no break in service.

3. Termination Date: **12/31/2016**Contract term: **5 years and 1 day**4. Type of contract: **Contract**Contract description: **Insurance Services**

5. Purpose of contract:

This is a new contract to provide services for Nevada's two-part State Pharmaceutical Assistance Program (SPAP), known as Senior Rx and Disability Rx, authorized by the State Legislature to subsidize the monthly premium on behalf of eligible members who are enrolled in Medicare Part D prescription drug plans and Medicare Advantage plans with prescription drug benefits.

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$21.46 per Month

Other basis for payment: NRS 439.665 and NRS 439.745 authorize premium subsidy payment to eligible members. The current monthly amount per member is \$20.56 plus \$.90 administrative fee.

II. JUSTIFICATION

7. What conditions require that this work be done?

Starting January 1, 2006, the Federal Medicare Part D plan went into effect. Nevada's Senior Rx and Disability Rx members must use Medicare Part D as their first resource for prescription drugs.

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

State employees are not authorized to perform the needed services.

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

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

Not Applicable

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

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

The State must contract with all prescription drug plans Federally authorized to offer Part D benefits in Nevada. (Section 1860D-23(b)(2) of Social Security Act)

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 had a previous contract for the same services, with Aging and Disability Services Division ADSD. Prior Contract effective date was January 1, 2007 thru December 31, 2011. Service was satisfactory. A new contract is required because amendment to extend service date was not received in time to prevent expiration.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Exempt ID NV Business ID: NV20111632895**

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

Yes

16. 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

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jsulliv3	01/31/2012 12:09:00 PM
Division Approval	bberry	02/01/2012 15:57:24 PM
Department Approval	mtorvine	02/03/2012 17:25:30 PM
Contract Manager Approval	davera	02/07/2012 08:29:35 AM
Budget Analyst Approval	rhage1	02/09/2012 10:46:29 AM
BOE Agenda Approval	jteska	02/16/2012 15:27:51 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION

3416 Goni Road, D-132
Carson City, Nevada 89706

(775) 687-4210 • Fax (775) 687-4264

MICHAEL WILLDEN
Director

CAROL SALA
Administrator



February 1, 2012

To Whom It May Concern:

The Senior Rx and Disability Rx program is registered as a State Pharmaceutical Assistance Plan (SPAP). This SPAP program offers Part D premium subsidies on a monthly basis as well as prescription gap coverage to eligible Nevadans.

In order to meet requirements for SPAP status, we are obligated to work with all companies approved and registered with the Centers for Medicare and Medicaid Services (CMS) to offer Part D prescription coverage.

Health Net Life Insurance Company was previously contracted with SRx/DRx as a Medicare Part D provider. In effort to continue the contract seamlessly, there was an amendment presented to the provider that would have extended the contract expiration date. Unfortunately, the amendment was not returned in time for approval prior to the expiration date. Because of this, a new contract is required. I have been working with this company over the last several months to get a new contract in place. Since the SRx/DRx program is required to offer services with Health Net Life Insurance Company (CMS approved Part D provider in Nevada), we are presenting the contract with a retroactive effective date of January 1, 2012. The previous contract expired December 31, 2011, so the new contract with the retroactive date would provide seamless coverage for our SPAP members.

Thank you for your time and consideration. Feel free to contact me with any questions you may have.

Sincerely,

Annette Finch
Senior Rx and Disability Rx
Aging and Disability Services Division
775-687-0546

acfinch@adsd.nv.gov

Las Vegas Regional Office
1860 E Sahara Ave.
Las Vegas, Nevada 89104
(702) 486-3545
(702) 486-3572 Fax

Reno Regional Office
445 Apple St., Ste. 104
Reno, Nevada 89502
(775) 688-2964
(775) 688-2969 Fax

IDEA Part C Office
70 Linden St., Ste. 1
Reno, Nevada 89502
(775) 688-0456
(775) 829-1872 Fax

Elko Regional Office
1010 Ruby Vista Dr., Ste. 104
Elko, Nevada 89801
(775) 738-1966
(775) 753-8543 Fax

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: 10276	Amendment Number: 2
Agency Name: AGING SERVICES DIVISION	Legal Entity Name: CYBT INC DBA
Agency Code: 402	Contractor Name: CYBT INC DBA
Appropriation Unit: All Budget Accounts - Category 08	Address: A CARING HAND HOME HEALTH CARE
Is budget authority available?: Yes	City/State/Zip: 7320 SMOKE RANCH RD STE H LAS VEGAS, NV 89128-0259
If "No" please explain: Not Applicable	Contact/Phone: Edgar Jimenez 702/380-0600
	Vendor No.: T27007495
	NV Business ID: 20031266904

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2010**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **01/31/2014**

Termination Date:

Contract term: **4 years**

4. Type of contract: **Provider Agreement**

Contract description: **Service Agreement**

5. Purpose of contract:

This is the second amendment to the original contract which provides in-home care services for persons with disabling conditions and frail elderly clients of the Aging and Disability Services Division (ADSD) allowing them to remain independent in a community setting in lieu of institutionalization. This amendment increases the maximum contract amount from \$150,000.00 to \$731,928.00. The increase is necessary due to additional services being provided to an existing client base of the Personal Assistance Services Program (PAS), added to the contract by amendment, in June 2011. The increase will allow for uninterrupted services to current recipients and an anticipated recipient increase due to wait lists.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$150,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$592,224.00
4. New maximum contract amount:	\$742,224.00

II. JUSTIFICATION

7. What conditions require that this work be done?

In June 2011, Aging and Disability Services Division (ADSD) amended provider contracts to include the Personal Assistance Services (PAS) program for qualified, interested providers. The PAS program allows ADSD's clients with disabling conditions to remain in their own homes or communities of their choice and avoid more costly and unnecessary institutional care

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

ADSD does not maintain attendant, homemaker or personal assistance caregivers on staff.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

ADSD contracts with all providers that are properly certified, and licensed, meet all qualifications and will agree to provide services at the Division's authorized rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

SFY 2006 to present, Aging and Disability Services Division. Services provided by this contractor have been satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bberry	01/31/2012 11:55:44 AM
Division Approval	bberry	01/31/2012 11:55:49 AM
Department Approval	mtorvine	02/07/2012 09:37:50 AM
Contract Manager Approval	mreynol2	02/07/2012 17:07:41 PM
Budget Analyst Approval	rhage1	02/09/2012 10:16:25 AM
BOE Agenda Approval	jteska	02/16/2012 15:58:24 PM

CYBT, DBA: A Caring- Contract term date 01/31/2014 - Southern Nevada wait list	Monthly Amount (Rounded Up)	Remaining months	Total
--	--------------------------------	------------------	-------

Monthly average \$13,500 (9 PAS, 12 COPE, 7 Homemaker)	\$ 13,500	24	\$ 324,000
Wait list, 1 COPE clients X 16.5 hrs per week X 4 wk per month X \$17 per hours	\$ 1,122	24	\$ 26,928

Current % of clients served

PAS: serving 9 of a client base of 47 = **19 %**
 Homemaker: serving 7 of a client base of 160 = **4 %**

Potential clients based on providers % of current client base

Wait list, 22 PAS_clients X 19 % = 5 (rounded up) X 35 hrs per week (max allowed) x 4 wk per month X \$17 per hour	\$ 9,949	24	\$ 238,776
Wait list, 19 Homemaker clients X 4 % = 1 (rounded up) X 1.75 hrs per week X 4 per month X \$15.00 per hr	\$ 105	24	\$ 2,520
	<u>\$ 24,676</u>	<u>24</u>	<u>\$ 592,224</u>
Ck Figure			\$ 592,224
Diff			\$ -

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: **13064**

Agency Name: HEALTH CARE FINANCING & POLICY Agency Code: 403 Appropriation Unit: 3158-23 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: CGI Technologies and Solutions Inc Contractor Name: CGI Technologies and Solutions Inc Address: 11325 Random Hills Road City/State/Zip: Fairfax, VA 22030 Contact/Phone: Holli Ploog, Vice President 703-267-8226 Vendor No.: NV Business ID: NV19951148995
---	---

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

<input checked="" type="checkbox"/>	General Funds	10.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	90.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years and 121 days**

4. Type of contract: **Contract**

Contract description: **Electronic SLR**

5. Purpose of contract:

This is a new contract to provide an electronic state level repository (SLR) and program support services to be used to assist with the administration and management of the Nevada Medicaid Electronic Health Record (EHR), Provider Incentive Payment Program, in regards to the American Recovery and Reinvestment Act of 2009 (ARRA) State grants to promote Health Information Technology (HIT). The program provides incentives to those eligible professionals and eligible hospitals that adopt, implement or upgrade, or are meaningful users, of certified EHR technology.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,035,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

DHCFP has estimated that Nevada Medicaid providers may be eligible to receive approximately \$80 million of federal pass-through funds during the life of the incentive program. Not acquiring the vendor solution may result in the inability for the State to offer the incentive program and the requirement to return the grant funds expended to-date. Funding for the vendor solution is eligible for 90/10 Federal Financial Participation (FFP).

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

The electronic software solution offered by the vendor is designed specifically to meet the objectives and requirements of the incentive program and include a level of automation and resources for planning, tracking and reporting that the State is not able to duplicate efficiently with limited funding, staffing and resources.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
CGI was selected by receiving the highest weighted score from the evaluation committee.

d. Last bid date: Anticipated re-bid date: 12/31/2015

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	02/06/2012 14:21:38 PM
Division Approval	llamborn	02/06/2012 14:21:41 PM
Department Approval	mtorvine	02/07/2012 15:27:41 PM
Contract Manager Approval	dkingsle	02/08/2012 09:35:44 AM
DoIT Approval	lmuelle1	02/08/2012 15:29:11 PM
Budget Analyst Approval	nhovden	02/10/2012 15:17:01 PM
BOE Agenda Approval	jteska	02/21/2012 15:39:22 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13047**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: ChipRewards Inc.
Agency Code: 403	Contractor Name: ChipRewards Inc.
Appropriation Unit: 3158-77	Address: 2901 2nd Avenue South, Ste 210
Is budget authority available?: Yes	City/State/Zip: Birmingham, AL 35233
If "No" please explain: Not Applicable	Contact/Phone: Trey Hamer, COO 205-777-7302
	Vendor No.:
	NV Business ID: NV20121062596
To what State Fiscal Year(s) will the contract be charged?	2012-2017

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

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

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/12/2016**Contract term: **4 years and 195 days**4. Type of contract: **Contract**Contract description: **Incentive Program**

5. Purpose of contract:

This is a new contract to provide a web-based, HIPAA compliant, point incentive technology platform system to distribute to Nevada Medicaid and Nevada Check Up recipients who participate in the Medicaid Incentive for the Prevention of Chronic Diseases Grant awarded by CMS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,010,317.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The need for chronic disease prevention as identified by CMS through the federal grant.

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

State employees are working collaboratively with ChipRewards to administer the incentives program.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

The federal grant awarded by CMS required ChipRewards be used for the incentive program.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	02/01/2012 16:50:35 PM
Division Approval	llamborn	02/01/2012 16:50:37 PM
Department Approval	mtorvine	02/03/2012 17:09:50 PM
Contract Manager Approval	dkingsle	02/06/2012 16:03:53 PM
Budget Analyst Approval	nhovden	02/07/2012 11:17:32 AM
BOE Agenda Approval	jteska	02/21/2012 15:28:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13066**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Logisticare Solutions LLC
Agency Code: 403	Contractor Name: Logisticare Solutions LLC
Appropriation Unit: 3243-14	Address: 1275 Peachtree Street 6th Fl.
Is budget authority available?: Yes	City/State/Zip: Atlanta, GA 30309
If "No" please explain: Not Applicable	Contact/Phone: Albert Cortina 404-888-5800
	Vendor No.:
	NV Business ID: NV20041034149

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

<input checked="" type="checkbox"/> General Funds	43.80 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	56.20 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date: **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years and 121 days**

4. Type of contract: **Contract**

Contract description: **Non-Emergency Transp**

5. Purpose of contract:

This is a new contract to provide non-emergency transportation (NET) brokerage services to and from medical providers for eligible Medicaid recipients throughout the State of Nevada. These services will include coordination, management and reimbursement of non-emergency transportation services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$51,311,047.11**

II. JUSTIFICATION

7. What conditions require that this work be done?

DHCFP needs a vendor to provide certain levels of scheduled non-emergency transportation. The Title XIX of the Social Security Act and accompanying regulations require that states cover medical care, services and fulfill administrative requirements necessary to operate the Medicaid program efficiently. The transportation services ensure individuals get to and from needed care.

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

The State does not have the resources or expertise to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of proposals, Logisticare Solutions LLC was the highest scored proposal by the evaluation committee.

d. Last bid date: 10/25/2011 Anticipated re-bid date: 10/25/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

Existing contract with DHCFP since October 8, 2007 with a satisfactory performance.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	02/03/2012 15:07:33 PM
Division Approval	llamborn	02/03/2012 15:07:35 PM
Department Approval	mtorvine	02/07/2012 13:52:17 PM
Contract Manager Approval	dkingsle	02/07/2012 14:20:15 PM
Budget Analyst Approval	nhovden	02/10/2012 14:09:54 PM
BOE Agenda Approval	jteska	02/21/2012 15:41:35 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13018**

Agency Name: HEALTH DIVISION	Legal Entity Name: OPEN DOMAIN INC
Agency Code: 406	Contractor Name: OPEN DOMAIN INC
Appropriation Unit: 3214-04	Address: 9 CROW CANYON CT STE 108
Is budget authority available?: Yes	City/State/Zip: SAN RAMON, CA 94583
If "No" please explain: Not Applicable	Contact/Phone: null925/855-0558
	Vendor No.: T27015545
	NV Business ID: NV20101680203
To what State Fiscal Year(s) will the contract be charged?	2012-2015

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

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

Agency Reference #: **HD 12158**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2012**

Anticipated BOE meeting date **03/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2014**

Contract term: **2 years and 182 days**

4. Type of contract: **Contract**

Contract description: **Data Hosting**

5. Purpose of contract:

This is a new contract, with the same vendor for an existing function, to host the Women, Infants and Children (WIC) application system at a centralized data facility. The hosting shall include computer hardware in a three tier architecture, data backup, server redundancy, server operating systems maintenance, data communications to each WIC clinic, the State, and J. P. Morgan (The State's Electronic Benefit Transfer (EBT) provider).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$390,525.00**

Payment for services will be made at the rate of \$13,017.50 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

There must be a processing interface between the State's WIC data base, and the EBT terminal use. This data base interface allows for the proper payment of benefits to authorized WIC clients.

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

The State does not currently have the capability to perform this function.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Vendor has been maintaining the WIC data base continuously since 2005.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor has been under contract with the Health Division since 2005 with satisfactory results.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	01/25/2012 16:31:58 PM
Division Approval	pweyrick	01/25/2012 16:32:02 PM
Department Approval	mtorvine	02/03/2012 16:04:45 PM
Contract Manager Approval	cschmid2	02/06/2012 07:59:25 AM
DoIT Approval	lmuelle1	02/06/2012 09:09:25 AM
Budget Analyst Approval	jborrowm	02/10/2012 10:47:14 AM
BOE Agenda Approval	jteska	02/16/2012 15:25:17 PM
BOE Final Approval	Pending	

Purchasing Use Only:
111107A

Amendment 1

****AMENDMENT****



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

- 1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Nevada Department of Health and Human Services
 Health Division
 Michelle Walker, Health Program Specialist II
 Acting WIC Program Manager
 4126 Technology Way
 Suite 102
 Carson City, NV 89706
 (775) 684-4236
 Email: mwalker@health.nv.gov

- b. Vendor contact information:

Mr. Uli Dreifuerst
 Open Domain
 9 Crow Canyon Court
 San Ramon, CA 94583
 Phone 925-855-0588 Fax 925-855-0460

Type of waiver requested: Sole or single source Professional Service Exemption

- 2. Description of work/services to be performed or commodity/good to be purchased:

System and Data Hosting; The vendor currently provides WIC application system hosting at a centralized data facility. The hosting includes computer hardware in a three tier architecture, data backup, server redundancy, server operating systems maintenance, data communications to each WIC clinic, the State, and J. P. Morgan (The State's Electronic Benefit Transfer provider). **System Maintenance;** This is a requirement to update existing database tables, data fields, telecommunication enhancements, quality assurance and any related system fixes. Additional conversion and cleanup of legacy data stored in the FoxPro database tables. Perform program bug

fixes to the centralized WIC eligibility system. Report and ad-hoc report programming is required to meet reporting requirements of the Federal Nutrition Service (FNS). Report changes are necessary to meet the growing requirements of FNS as they review the benefit tracking capabilities enhanced by the Electronic Benefit Transfer (EBT) on line benefit delivery product installed in Nevada. An example of these reports needed is the family utilization report to show the used and expired benefits within a benefit period by family. This report could be further broken down to show the results by geographic area and retailers where the benefits were purchased. Additionally data queries are needed to meet existing MOU's with bordering states for dual participation of participants.

3. Describe the unique qualification required for the service or good to be purchased:

The WIC eligibility system is programmed in the Visual FoxPro database application. Visual FoxPro is a data-centric object-oriented programming language produced by Microsoft. Microsoft announced the products end of life in 2007 and will no longer provide product updates or support. Visual FoxPro employs classic Windows applications and works as a decentralized database at the clinic level. This means that each clinic (46 in all) has a separate database application for each occurrence of the program. Weekly, each of the 46 clinics manually creates an extract from their FoxPro application and transfer the extract to the contractor (Open Domain). The State WIC Program then must manually combine the files into one database to produce weekly and monthly reports. The current contractor has extensive experience with the Nevada WIC FoxPro application having assisted the Enterprise Information Technology Services Division (EITS) in program changes needed to implement the statewide WIC EBT online system. The original contract was enhanced in 2010 to allow for assistance in the centralization and stabilization of the WIC system and to help prepare for a FNS approved transfer system. The contractor currently provides data hosting, application programming support and helpdesk function.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The contractor currently provides system hosting, program support, a communication portal to the State's EBT vendor, and tier two helpdesk functionality to the WIC program. The contractor has intimate knowledge of how the State's WIC program is configured while also working with the State and FNS to stay in compliance with WIC program rules. Nevada is the first state to have implemented a state wide EBT system for WIC benefit delivery on a magnetic stripe card. This contractor was instrumental in developing the interface between the state's EBT vendor and the State's WIC eligibility system.

By utilizing the RFP process and if a new vendor were chosen the new vendor would be required to create an environment at the vendor's expense, replicate the application to the new environment and provide proof of functionality. Additionally the chosen vendor would be required to create or update existing data table, reports, or data export programs from program code they did not develop. The conversion to a new vendor combined with the training that would be required could seriously drain the resources of the state staff responsible for the program. Additionally plans are in place to convert to a state transfer system as soon as approval is granted from FNS.

The Nevada WIC Program at the request of FNS has been evaluating different WIC transfer systems for the past 18 months. A total of three systems were evaluated for transfer to Nevada, two of the systems evaluated were disqualified by FNS due to outstanding issues or concerns that the transfer system host would not be available to provide adequate support. The Federal Nutrition Service (FNS) recommended that Nevada WIC evaluate and start the advanced planning process to transfer an FNS approved State Agency Model (SAM). Nevada has currently

submitted the preplanning document and the feasibility study to FNS but was informed that the preliminary SAM selection was not currently available. FNS has stated that the selection may not be available until 3rd quarter 2011 at which time Nevada would be allowed to resubmit their feasibility study for FNS reevaluation. The feasibility study is part of the Federal procurement system known as the Advanced Planning Document (APD) process. The APD process historically has taken a few years to complete. During this process the Health Division Office of Informatics and Technology has been working through the Nevada TIR process for submission once FNS approval is received. Utilizing the competitive bid process for a short term contract would not be in the best interest of the program and most likely would net the same vendor.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

If the waiver is denied and the contract is awarded to a competitor it would take approximately nine months to educate the vendor, acquire and create a new WIC environment, order and connect a LAN to LAN VPN to the Enterprise Information Technology Services Division, load the operating systems, load and test the application, retrain the clinic staff and implement the switchover. This vendor contract would only stay in force until the SAM system was brought on line in approximately two years.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

No other vendors are known to FNS or other state WIC programs that would provide the type of service requested without utilizing the FNS APD process.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The hourly programming cost is the same currently charged by EITS for programming services which is under current market value.

- 8.** What is the estimated value and length of the contract, amendment or request?

Two years, six months and total not to exceed \$354,425.00.

** Amend the not to exceed amount to \$390,525 due increased programing time requirements.

Department of Health and Human
Service, Health Division

Requesting agency

hereby requests approval for

Open Domain

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Chad Schell for Michael Wheeler</i>	
	Agency Representative Initiating Request	Date <i>Jan 12, 2012</i>
X	<i>Phyllis Abbott</i>	<i>1/12/12</i>
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	<i>N/A</i>	
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X	<i>Aug Smith</i>	<i>1-13-12</i>
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: CONV4793	Amendment Number: 2
Agency Name: HEALTH DIVISION	Legal Entity Name: Oregon State Public Health Lab
Agency Code: 406	Contractor Name: Oregon State Public Health Laboratory
Appropriation Unit: 3222-12	Address: 1717 SW 10th Ave
Is budget authority available?: Yes	City/State/Zip: Portland, OR 97201
If "No" please explain: Not Applicable	Contact/Phone: Mr Charles Saturn 5032295882
	Vendor No.: T80909749
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2008-2013**

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

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

Agency Reference #: HD 08144

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2008**
 Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2012**
 Contract term: **5 years and 181 days**

4. Type of contract: **Interlocal Agreement**
 Contract description: **Health Related Services**

5. Purpose of contract:
This is the second amendment to the original contract, which provides laboratory services to identify infants with inborn errors of metabolism and hemoglobinopathies, as authorized under NRS 442. This amendment extends the termination date from March 31, 2012 to June 30, 2013 due to ongoing transition of newborn screening responsibilities between the Oregon State Public Health Laboratory (OSPHL) and the Nevada State Public Health Laboratory (NSPHL), or other Nevada in-state laboratory. This amendment increases the maximum amount of the contract from \$14,000,000 to \$18,550,000 due to increased costs of testing over time.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$14,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$4,550,000.00
4. New maximum contract amount:	\$18,550,000.00
and/or the termination date of the original contract has changed to:	06/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?
This amendment reflects necessary stipulations and activities required for Nevada to transition newborn screening laboratory testing from OSPHL to an in-state laboratory. NRS 442.020-050 applies.

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

This amendment allows additional time for an interface to be developed which will reflect necessary stipulations and activities required for Nevada to transition newborn screening laboratory testing from the OSPHL to an in-state laboratory

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 03/01/2007 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	01/27/2012 06:20:59 AM
Division Approval	pweyrick	01/27/2012 06:21:02 AM
Department Approval	mtorvine	02/03/2012 16:25:51 PM
Contract Manager Approval	cschmid2	02/06/2012 07:58:53 AM
Budget Analyst Approval	jborrowm	02/07/2012 11:09:53 AM
BOE Agenda Approval	jteska	02/21/2012 15:13:02 PM

Colman A. Schmidt

From: Kimberlee Tarter
Sent: Tuesday, October 04, 2011 2:29 PM
To: Phil Weyrick
Cc: Colman A. Schmidt; Christine N. Mackie; Tracey D. Green
Subject: RE: Extension of Interlocal Contract between OR. State Public Health lab and NSHD

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Phil,

I see no purchasing issue with this request based on the information below. The four year contact term is a BOE policy, which they may choose to approve an amendment to deviate from with reasonable justification from the agency and Purchasing support. And if I recall, while we did this via an RFP, the awarded vendor was a governmental agencies and we entered into an interlocal, which is technically exempt from any solicitation requirements (I'm not saying you don't need to RFP, just a rhetorical comment☺).

Regards,
Kimberlee

From: Phil Weyrick
Sent: Tuesday, October 04, 2011 7:21 AM
To: Kimberlee Tarter
Cc: Colman A. Schmidt; Christine N. Mackie; Tracey D. Green
Subject: FW: Extension of Interlocal Contract between OR. State Public Health lab and NSHD

Hi Kimberlee,

I discussed this issue with John Borrowman at the Budget Office, and he suggested that State Purchasing might recommend an 18 month extension to this contract given the circumstances. Would you please review the e-mail below and make a determination as to whether you would support an extension?

Thanks,
Phil

Phil Weyrick
Administrative Services Officer IV
Nevada State Health Division
775-684-4044

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From: Christine N. Mackie
Sent: Monday, October 03, 2011 1:08 PM
To: Colman A. Schmidt
Cc: Phil Weyrick
Subject: Extension of Interlocal Contract between OR. State Public Health lab and NSHD

Hi Cole,

Currently the Health Division's Newborn Screening Program (metabolic) has an Inter-local Agreement with Oregon State Lab (OSPHL) to perform the blood spot testing and diagnosis for inheritable disorders in our newborns (metabolic, hematologic, and genetic). It expires December 31, 2011 (it was a 4 year contract). That being said we would like to extend the agreement for 18 months if possible. In the amendment we would like to alter the language to reflect co-occurring testing between NV and OR (it would be established so that NV state lab could utilize the same sample of blood to do validation tests and provide assurances of transporting and storing samples) This will occur as we transition the testing piece to NV. It would also reflect OR's increased fees over the next 18 months.

Background: The goal of Newborn screening is the early identification of children at risk for selected metabolic and inherited disorders so treatment may commence before permanent neurological and developmental damage has occurred, thus improve outcomes for the infant. Newborn screening is recognized internationally as an essential, preventative public health program for early identification of disorders in newborns that can affect their long term health.

As I mentioned previously OSPHL has performed all diagnostic testing on Nevada's newborn baby bloodspots. However, during the last legislative session, Senate Bill 131 was passed and gave priority (to perform newborn screening) to the State Public Health Laboratories in Nevada if the infrastructure can be created to sustain a newborn screening lab and the necessary components that are included in a successful Newborn Screening Program. As a result, our state health officer and I have been working directly with the NV. State Lab to transition testing to Nevada.

The NV. State Lab has provided the Health Division with assurances that they have the equipment and trained personnel to perform the diagnostic tests, but there is still an essential medical follow up component that needs to be incorporated into the testing program so that our diagnosed babies are referred to and receive the specialty care needed to prevent long term negative health outcomes or death. That being said, Dr. Green and I have begun the process of creating a single point of access for follow up and treatment for all NBS diagnosed babies. We are now working with UNR's school of medicine, Early Intervention Services and the state lab to create the medical specialty piece (metabolic, hematologic, and genetic) to establish a referral network and a robust safety net and treatment path for our diagnosed babies.

Although the lab diagnostic component of this program appears to be relatively straight forward with distinct timelines, the medical component will be a bit more difficult to establish. This is why we are requesting an extension of the inter-local agreement between Nevada and OR. The Health Division has to assure absolute confidence in the medical follow up piece for the diagnosed babies, without this, lives could be lost and liability increased. The State Health officer and I have agreed upon a timeline at a maximum of 18 months for the entire transition to occur successfully. This will include confidence testing (validation of testing equipment and trained personnel), creating on a robust medical specialty follow up component to the program, testing and evaluating the follow up component, and the development of a Newborn Screening Advisory Council.

Please advise if we can extend the inter-local agreement between OR and NV to accommodate our transition. Thank you.

Christi Mackie

Please note my recent name change from Christi Smith to Christi Mackie - cnmackie@health.nv.gov

Christi Mackie
Program Manager III

State Immunization Program and Early Childhood & Women's Health Programs
Nevada State Health Division
4150 Technology Way, Suite 200
Carson City, NV 89706
(775) 684-5914 phone
(775) 684-4245 fax
cnmackie@health.nv.gov



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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 CONTRACT1. Contract Number: **12959**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Board of Regents University of Nevada, Las Vegas
Agency Code: 440	Contractor Name: Board of Regents University of Nevada, Las Vegas
Appropriation Unit: 3711-22	Address: 4505 Maryland Parkway Box 5009
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89154-5009
If "No" please explain: Not Applicable	Contact/Phone: null702-895-0228
	Vendor No.: D35000813
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2012**Contract term: **212 days**4. Type of contract: **Interlocal Agreement**Contract description: **Second Chance**

5. Purpose of contract:

This is a new interlocal agreement to provide required evaluation of the services received under federal Second Chance grant funding. The research questions to be addressed include characteristics of participants, services provided to participants, successful completion rates and the recidivism rate of participants.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,610.18****II. JUSTIFICATION**

7. What conditions require that this work be done?

This evaluation is required by the Bureau of Justice Assistance on the Second Chance Act Adult offender Reentry Demonstration Project.

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

Although employees in the Department of Corrections have the expertise to perform this type of analysis, this study requires an unbiased, neutral analysis, per grant requirements.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

University of Nevada Las Vegas, Department of Criminal Justice is qualified to provide services in the time frame necessary.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

FY11 Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	01/25/2012 08:29:39 AM
Division Approval	bfarris	01/27/2012 08:29:25 AM
Department Approval	dreed	01/27/2012 14:38:19 PM
Contract Manager Approval	mvarne1	02/06/2012 11:28:50 AM
Budget Analyst Approval	sbrown	02/10/2012 10:53:59 AM
BOE Agenda Approval	jburry	02/23/2012 14:29:38 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12562**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: F.D.I. Backflow Specialist
Agency Code: 440	Contractor Name: F.D.I. Backflow Specialist
Appropriation Unit: 3759-09	Address: 50 N. Gobi Ct.
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89436
If "No" please explain: Not Applicable	Contact/Phone: Michael Lee 775.331.6655
	Vendor No.:
	NV Business ID: NV20061147244

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 120 days**

4. Type of contract: **Contract**

Contract description: **Backflow Testing**

5. Purpose of contract:

This is a new contract to provide ongoing annual backflow inspections, testing and certification of backflow devices at Lovelock Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,960.00**

Payment for services will be made at the rate of \$65.00 per Device

Other basis for payment: \$75.00 + parts for repairs and retesting of failed devices.

II. JUSTIFICATION

7. What conditions require that this work be done?

LCC is required to have all back flow devices inspected and certified annually.

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

The Department of Corrections does not have the staff, qualifications, and/or required licenses from the American Water Works Association (AWWA). No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Overall, F.D.I. Backflow Specialist had the most responsible bid.

d. Last bid date: 05/01/2011 Anticipated re-bid date: 05/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name? Yes

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssergent	11/18/2011 11:05:42 AM
Division Approval	bfarris	11/21/2011 08:34:40 AM
Department Approval	dreed	12/01/2011 13:36:41 PM
Contract Manager Approval	cphenix	02/08/2012 07:47:05 AM
Budget Analyst Approval	sbrown	02/10/2012 09:51:54 AM
BOE Agenda Approval	jburry	02/23/2012 14:30:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12960**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Board of Regents University of Nevada Las Vegas
Agency Code: 440	Contractor Name: Board of Regents University of Nevada Las Vegas
Appropriation Unit: 3760-12	Address: 4505 Maryland Parkway Box 5009
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89154-5009
If "No" please explain: Not Applicable	Contact/Phone: null702-895-0228
	Vendor No.: D35000813
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2012**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % DETR/Career Enhancement Funds

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2012**

Contract term: **120 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **PRIDE Program**

5. Purpose of contract:

This is a new interlocal agreement to provide an evaluation of the services received under the Purpose, Respect, Integrity, Determination and Excellence (P.R.I.D.E.) program. The purpose of the proposed study is to conduct a retrospective process evaluation of the program's initial implementation in 2011, specifically focusing on characteristics of participants, services provided to participants, and the impact of participation in the P.R.I.D.E program on recidivism and other outcomes.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,638.66**

II. JUSTIFICATION

7. What conditions require that this work be done?

NDOC received funding from the Department of Labor, Employment & Training Administration to implement P.R.I.D.E., a job readiness program. As a part of the award, the Department of Labor requires an evaluation of services.

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

Although employees in the Department of Corrections have the expertise to perform this type of analysis, this study requires an unbiased, neutral analysis, per grant requirements.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The University of Nevada Las Vegas, Department of Criminal Justice is qualified to provide the required services and can do so in the time frame necessary.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

FY11 Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	01/25/2012 08:28:10 AM
Division Approval	bfarris	01/27/2012 08:30:00 AM
Department Approval	dreed	01/27/2012 14:39:10 PM
Contract Manager Approval	mvarne1	02/06/2012 11:31:19 AM
Budget Analyst Approval	sbrown	02/10/2012 10:56:33 AM
BOE Agenda Approval	jburry	02/23/2012 14:34:45 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13080**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Water Well Services, Inc.
Agency Code: 440	Contractor Name: Water Well Services, Inc.
Appropriation Unit: 3762-07	Address: 6475 W. Gary Ave
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89139
If "No" please explain: Not Applicable	Contact/Phone: Chris Wright 702.361.3340
	Vendor No.: T29000127
	NV Business ID: NV20011370270

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/27/2012**

Anticipated BOE meeting date **03/2012**

Retroactive? **Yes**

If "Yes", please explain

One of the four pumps and corresponding wells used to supply water to three correctional facilities is out of service and is in need of repair. If any of the remaining pumps should fail, the system would not be able to satisfy the demands of the facilities and all three would be without water. Should that occur, the inmates would have to be transported to other facilities which would result in a snowball affect at those facilities.

3. Termination Date: **12/31/2012**

Contract term: **339 days**

4. Type of contract: **Contract**

Contract description: **Emergency Repair**

5. Purpose of contract:

This is a new contract to repair one of four pumps and corresponding wells that are used on a continual basis to supply water to High Desert State Prison, Southern Desert Correctional Center, and Three Lakes Valley Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$46,676.00**

Other basis for payment: Upon completion and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

This repair was declared to be an emergency per NRS 353.263.

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

The department does not have the equipment, expertise and/or licensing to do the required repairs. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Water Well Services, Inc was the lowest, most responsible bidder.

d. Last bid date: 01/26/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

FY12; Department of Corrections. Services were verified as satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbec2	02/06/2012 14:22:24 PM
Division Approval	bfarris	02/07/2012 07:48:05 AM
Department Approval	dreed	02/07/2012 14:29:21 PM
Contract Manager Approval	cphenix	02/08/2012 10:59:27 AM
Budget Analyst Approval	sbrown	02/10/2012 11:03:33 AM
BOE Agenda Approval	jburry	02/23/2012 14:31:31 PM
BOE Final Approval	Pending	

Dan Beck - Fwd: Re: Emergency at HDSP, SDCC, & TLYCC

From: Betty Farris
To: Christine Phenix
Date: 1/27/2012 5:48 PM
Subject: Fwd: Re: Emergency at HDSP, SDCC, & TLYCC
CC: Chilton Leach; Dan Beck; Deb Reed; Ken Atkinson; Kent LeFevre; Will...

FYI..... We can go forward with this.

>>> Greg Smith <gmsmith@admin.nv.gov> 1/27/2012 5:13 PM >>>

Please consider this e-mail as my acknowledgement and approval to proceed as outlined below and in compliance with NRS 333.300 given the emergency situation.

Greg
Sent from my iPhone



On Jan 27, 2012, at 5:06 PM, "Betty Farris" <bfarris@doc.nv.gov> wrote:

Hi Greg,

Being true to our history of needing to declare emergencies on a Friday, we've got another one. The Nevada Department of Corrections (NDOC) is declaring an emergency per NRS 353.263 for HDSP, SDCC, and TLVCC. Funding will be allocated between the three Budget Accounts out of their Category 07 funds. We have secured a quote for \$46,676 from one of only two contractors capable and available to respond to this situation.

The well pump and motor for Well No 4, which is critical to the water delivery system for HDSP, SDCC and TLVCC is down and in need of repair. This pump supplies the majority of water into the system. Right now, the increased demand and utilization of the remaining pumps has resulted in one of them being operated 24 hours a day to keep up with the demand. If any of the remaining pumps should fail for any reason, the system would not be able to satisfy the demands of these institutions, and all three would be without water. Should that occur, the inmates would have to be transported to other facilities which would just result in a snowball affect at those facilities.

It is imperative that this repair be made for the safety and health of staff and inmates. If you have any questions, please contact me.

Thanks again for your help and prompt response.


Betty

Betty Farris
Acting Chief of Fiscal Services
NDOC
(775) 887-3346
bfarris@doc.nv.gov

**STATE OF NEVADA
DEPARTMENT OF CORRECTIONS
MEMORANDUM**

TO: Susan Brown, Budget Analyst IV

DATE: February 6, 2012

FROM: Christine Phenix, Contract Manager 

SUBJECT: Retroactive Contract – Water Well Services, Inc.

The contract between Water Well Services, Inc. and Nevada Department of Corrections (NDOC) was declared an emergency per NRS 353.263, and is retroactive from January 27, 2012.

The well pump and motor for Well No 4, which is critical to the water delivery system for HDSP, SDCC and TLVCC is down and in need of repair. This pump supplies the majority of water into the system. Right now, the increased demand and utilization of the remaining pumps has resulted in one of them being operated 24 hours a day to keep up with the demand. If any of the remaining pumps should fail for any reason, the system would not be able to satisfy the demands of these institutions, and all three would be without water. Should that occur, the inmates would have to be transported to other facilities which would result in a snowball affect at those facilities.

It is imperative that this repair be made for the safety and health of staff and inmates.

If you have any questions regarding this contract please contact me at (775) 887-3347.

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: **10748** Amendment Number: **1**
 Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **Reed Elsevier, Inc.**
 Agency Code: **440** Contractor Name: **Lexis Nexis, A Division of Reed Elsevier, Inc.**
 Appropriation Unit: **3763-17** Address: **19970 SW 60th Ave**
 Is budget authority available?: **Yes** City/State/Zip: **Tualatin, OR 97062**
 If "No" please explain: **Not Applicable** Contact/Phone: **Veronica Vrancuta 530.334.5942**
 Vendor No.: **T81093045 D**
 NV Business ID: **NV20091408274**

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 3763 - Inmate Welfare Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Legal Research**

5. Purpose of contract:

This is the first amendment to the original contract, which provides ongoing specific legal materials and references to the inmate law libraries at various correctional facilities. This amendment reduces the maximum amount from \$429,288.56 to \$403,267.24 due to a net cost reduction as a result of removing Nevada State Prison (NSP) and adding State Court Decisions from States reported in the Pacific Reporter.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$429,288.56
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$26,021.32
4. New maximum contract amount:	\$403,267.24

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Corrections is obligated to maintain certain Law Library resources in the inmate Law Libraries. The Department does not have the expertise or personnel to maintain law library resources.

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

The Department of Corrections does not have the staff, expertise, or resources to support this type of work. No other State agency offers these services.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

The vendor was selected by a committee; they met the selection criteria and received a higher score than the other vendor.

d. Last bid date: 09/23/2009 Anticipated re-bid date: 09/23/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

FY09 to current; Nevada Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
 Foreign Corporation

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

No b. If "No", please explain:

The legal name, as registered with the IRS, is Reed Elsevier Inc. LexisNexis is a division of Reed Elsevier Inc.

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	01/10/2012 16:26:54 PM
Division Approval	bfarris	01/19/2012 08:02:53 AM
Department Approval	dreed	01/20/2012 16:25:45 PM
Contract Manager Approval	cphenix	02/07/2012 08:16:22 AM
Budget Analyst Approval	cwatson	02/14/2012 11:15:42 AM
BOE Agenda Approval	jburry	02/23/2012 14:31:01 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13090**Agency Name: **PUBLIC UTILITIES COMMISSION**Agency Code: **580**Appropriation Unit: **3920-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RADIGAN, FRANK W DBA**Contractor Name: **RADIGAN, FRANK W DBA**Address: **HUDSON RIVER ENERGY GROUP
237 SCHOOLHOUSE RD**City/State/Zip: **ALBANY, NY 12203-5957**

Contact/Phone: null518/452-2585

Vendor No.: T27007301

NV Business ID: NV20101418768

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	X	Fees	100.00 %	Fund 224, Regulatory Fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/14/2012**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2012**Contract term: **231 days**4. Type of contract: **Contract**Contract description: **Depreciation Expert**

5. Purpose of contract:

This is a new contract to perform a complete review and analysis of Southwest Gas Corporation's (Southwest Gas) depreciation study for natural gas which is scheduled to be filed on or about April 3, 2012. The work to be performed includes review and evaluation of Southwest Gas filing (Northern Nevada Division, Southern Nevada Division, and Common Plant) regarding the reasonableness of determinations for (1) remaining life, both physical and economic, (2) net salvage value, and (3) depreciation rates. The contractor will review Southwest Gas analysis and prior Commission orders, prepare and issue discovery regarding the filing, and will also prepare prefiled direct testimony and attend a hearing in either Carson City or Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Payment for services will be made at the rate of \$200.00 per hour

Other basis for payment: Travel expenses at State approved GSA rates are reimbursable as well as other expenses incurred such as copying, telecopying, long distance telephone, express mailing, postage, etc. as billed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Southwest Gas Company ("Southwest Gas") is expected to file an out-of-cycle natural gas depreciation case on or about April 3, 2012. The Commission's Regulatory Operations Staff ("Staff") is responsible for conducting analyses of depreciation studies submitted by jurisdictional utilities, presenting the results of these analyses to the Commission and offering the Commission detailed recommendations. The Commission usually requires testimony to be filed 3-4 months after a case has been filed. Therefore it is important to begin work by March 14, 2012.

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

Depreciation studies and their use in establishing depreciation rates tend to be influenced by a relatively abstruse system of rules and practices. The expertise required to provide the Commission with clear and useful information regarding depreciation rates is relatively focused. Although the Staff is currently working towards developing individuals with these skills, Staff does not currently have the experience / expertise needed to fully evaluate a major natural gas utility depreciation study.

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

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

Not Applicable

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

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

Hudson River Energy Group was selected based on their depreciation experience and historical knowledge of Southwest Gas's previously filed depreciation cases, price, and the timeliness in which they could begin working on this Docket.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

Public Utilities Commission of Nevada: In 2003/2004, 2005/2006, 2006/2007, 2010, and 2011/2012. The quality of service provided has been verified as satisfactory.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ceaton	02/08/2012 10:20:07 AM
Division Approval	dskau	02/08/2012 10:24:32 AM
Department Approval	dskau	02/08/2012 10:24:37 AM
Contract Manager Approval	ceaton	02/08/2012 10:26:08 AM
Budget Analyst Approval	rhage1	02/09/2012 10:14:00 AM
BOE Agenda Approval	jteska	02/16/2012 16:16:25 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13083**

Agency Name: GAMING CONTROL BOARD	Legal Entity Name: BDO USA, LLP
Agency Code: 611	Contractor Name: BDO USA, LLP
Appropriation Unit: 4063-10	Address: 6671 Las Vegas BLVD South Suite 200
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: null702-784-0000
	Vendor No.:
	NV Business ID: NV20111178451
To what State Fiscal Year(s) will the contract be charged?	2012-2016

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % GCB Investigative Fund (applicant paid)

2. Contract start date:

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

Anticipated BOE meeting date: **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/29/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

This is a new contract to provide professional accounting services, data analysis, computer forensics, consulting, translation services, and general background research for licensing investigations of entities with business relationships in various foreign jurisdictions.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: \$125.00-\$700.00 per hour depending on level of service, plus allowable expenses, upon receipt of state-approved invoices

II. JUSTIFICATION

7. What conditions require that this work be done?

The Gaming Control Board must conduct thorough investigations of foreign-based entities that apply to participate in ownership of gaming in the state of Nevada. Difficulties interpreting foreign accounting policies and languages mandate the use of outside contractors to perform this work.

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

The work requires specialized knowledge of foreign accounting practices and languages - assets difficult to establish and maintain in state agencies.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkingsla	02/06/2012 16:08:54 PM
Division Approval	jkingsla	02/06/2012 16:08:59 PM
Department Approval	jkingsla	02/06/2012 16:09:04 PM
Contract Manager Approval	jkingsla	02/06/2012 16:09:09 PM
Budget Analyst Approval	jmurph1	02/17/2012 11:17:46 AM
BOE Agenda Approval	jmurph1	02/17/2012 11:17:52 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11839	Amendment Number: 1
Agency Name: DEPARTMENT OF PUBLIC SAFETY	Legal Entity Name: BENNETT, JOY DBA
Agency Code: 650	Contractor Name: BENNETT, JOY DBA
Appropriation Unit: 4713-04	Address: CUSTOM CLEAN PO BOX 151396
Is budget authority available?: Yes	City/State/Zip: ELY, NV 89315-1205
If "No" please explain: Not Applicable	Contact/Phone: Joy Bennett 775/293-1062
	Vendor No.: T81105415
	NV Business ID: NV20101244038

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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

<input checked="" type="checkbox"/> General Funds	38.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	30.00 %	Bonds	0.00 %
<input checked="" type="checkbox"/> Highway Funds	32.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/28/2011**
Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2012**

Contract term: **4 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Janitorial**

5. Purpose of contract:

This is the first amendment to the original contract which provides janitorial services for the DPS Highway Patrol and Investigation Division substation in Ely, Nevada. This amendment extends the termination date from March 31, 2012 to March 31, 2015 and increases the maximum amount from \$9,500 to \$35,900 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$26,400.00
4. New maximum contract amount:	\$35,900.00
and/or the termination date of the original contract has changed to:	03/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

Public offices must be maintained in a clean and presentable condition.

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

There are no employees that are qualified to perform these duties.

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Only qualified bidder. Two vendors were solicited. Attempts were made to identify another vendor but no other qualified service provider in this small town.

d. Last bid date: 12/01/2010 Anticipated re-bid date: 11/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This contractor previously provided contracted janitorial services in the old Ely office as recent as earlier this fiscal year. The contractor is also under contract with the Department of Motor Vehicles and Department of Wildlife. The service has been verified as satisfactory.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbauer	12/09/2011 14:09:21 PM
Division Approval	jdibasil	02/02/2012 08:43:39 AM
Department Approval	mteska	02/02/2012 09:56:20 AM
Contract Manager Approval	jbauer	02/03/2012 09:25:18 AM
Budget Analyst Approval	jstrandb	02/14/2012 15:02:33 PM
BOE Agenda Approval	jmurph1	02/17/2012 08:08:30 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11398	Amendment Number: 1
Agency Name: DPS-HIGHWAY PATROL	Legal Entity Name: Carson Tahoe Regional Healthcare
Agency Code: 651	Contractor Name: Carson Tahoe Regional Healthcare
Appropriation Unit: 4713-08	Address: P.O. Box 2168
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89702
If "No" please explain: Not Applicable	Contact/Phone: Paul Laird 775-445-8501
	Vendor No.: T29017072
	NV Business ID: NV20011348582

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/23/2010**
Anticipated BOE meeting date **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **2 years and 312 days**

4. Type of contract: **Contract**

Contract description: **Blood Draws**

5. Purpose of contract:

This is the first amendment to the original contract which provides blood draw services for appropriate laboratory testing in relation to the collection of evidence from persons suspected of driving while under the influence of alcohol or drugs. This amendment increases the maximum amount from \$9,900 to \$18,400 due to a higher volume of persons suspected of driving under the influence.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,900.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$8,500.00
4. New maximum contract amount:	\$18,400.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes (NRS) 484C.160 requires that all persons arrested on suspicion of driving under the influence submit to a test to determine the alcohol or drug content of the suspect's breath, blood, urine, or other bodily substance by a person other than the arresting officer who can do so in a medically acceptable manner.

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

There are no state employees in the Highway Patrol Division or any other state agency who can perform this service.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Carson Tahoe Regional Healthcare is the sole vendor available to perform these duties on a 24/7 basis.

d. Last bid date: 04/01/2010 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 Highway Patrol since 2001. Work has been satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mteska	02/08/2012 07:12:01 AM
Division Approval	mteska	02/08/2012 07:12:06 AM
Department Approval	mteska	02/08/2012 07:12:09 AM
Contract Manager Approval	jbauer	02/08/2012 13:29:00 PM
Budget Analyst Approval	jstrandb	02/14/2012 15:49:55 PM
BOE Agenda Approval	jmurph1	02/17/2012 08:10:23 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: **13093**

Agency Name: DPS-EMERGENCY MANAGEMENT	Legal Entity Name: KVH INDUSTRIES INC
Agency Code: 654	Contractor Name: KVH INDUSTRIES INC
Appropriation Unit: 3673-15	Address: 50 ENTERPRISE CTR
Is budget authority available?: Yes	City/State/Zip: MIDDLETOWN, RI 02842-5268
If "No" please explain: Not Applicable	Contact/Phone: null401/845-8184
	Vendor No.: T29019309
	NV Business ID: NV20101465531
To what State Fiscal Year(s) will the contract be charged?	2012

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

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

2. Contract start date:

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

Anticipated BOE meeting date: **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2012**

Contract term: **120 days**

4. Type of contract: **Contract**

Contract description: **Communications**

5. Purpose of contract:

This is a new contract to provide satellite communication service (to include telephone and fax service, etc) in three emergency communication vehicles for the Department of Public Safety, Division of Emergency Management.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,136.90**

Payment for services will be made at the rate of \$3,816.00 per month

Other basis for payment: The first payment in March 2012 will be prorated. All payments due upon receipt.

II. JUSTIFICATION

7. What conditions require that this work be done?

The division's three mobile command vehicles use satellite communication service and data transmission capability to act as information centers and provide crossband repeater communications for use in disasters or emergencies. The three communications vehicles must have the ability to send and receive all forms of wireless data transfer (video, voice and text) on a 24/7 basis to accomodate any emergency or approved call out for service.

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

The state does not have the specialized equipment and technical abilities to provide satellite communications service and any needed emergency repair to the satellite system.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120203

Approval Date: 02/07/2012

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

The services are proprietary in nature and cannot be provided by another vendor.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 providing service to the Division of Emergency Management for over two years. The service is satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lsmit6	02/08/2012 12:30:12 PM
Division Approval	jdibasil	02/08/2012 13:34:41 PM
Department Approval	jbauer	02/08/2012 14:35:39 PM
Contract Manager Approval	jbauer	02/08/2012 14:35:46 PM
Budget Analyst Approval	jstrandb	02/15/2012 08:51:27 AM
BOE Agenda Approval	jmurph1	02/17/2012 08:14:49 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
120203

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Public Safety
Division of Emergency Management
Loretta Smith, Program Officer
(775)687-0315
lismith@dps.state.nv.us

- b. Vendor contact information:

KVH Industries, Inc.
50 Enterprise Center
Middletown, RI 02842
(401)847-3327

Attn: William Houtz

- c. Type of waiver requested: X Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

To provide satellite communication service for three GMCYukon XL's that are outfitted and utilized as mobile information centers for use in disasters or large scale emergencies.

KVH Industries is to provide monthly satellite airtime service (to include telephone service, caller I.D., call waiting, hold, speed dial, fax, 3-way calling charges and redial) for three vehicles.

Transmittal of data will occur at 512 Kbps for the duration of contract with the following exception: Should the need occur to increase data transmittal rates due to emergency situations, KVH industries will only bill DEM for the period (days) through the end of billing cycle necessary to accommodate the incident.

3. Describe the unique qualification required for the service or good to be purchased:

The services are proprietary in nature and cannot be obtained from a separate vendor. The vehicles approved and purchased were built out as Wolfcoach MC2 vehicles. They are specialized "Communications On The Move" satellite communications platforms installed inside GMC Yukon XLs.

The satellite transceiver (uplink and downlink) is manufactured by a company called KVH Industries. This device is called a KVH TracPhone V7. There is one KVH TracPhone V7 mounted on top of each Mobile Joint Information Center (JIC) Vehicle (also known as Satellite Communication Vehicles).

KVH's TracPhone V7 uses proprietary satellite airtime on satellite transponders owned by their company. The only vendor for KVH TracPhone V7 air time is KVH.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The services are proprietary in nature and cannot be obtained from a separate vendor. The airtime/airwaves for the equipment are only transmitted by the vendor of the equipment.

The vehicles purchased for mobile information centers for which satellite services are being requested through this sole source, will be strategically placed and located in rural areas of Nevada thus necessitating the communication services requested.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The ability to properly protect the public could be jeopardized without proper communication. Potential consequences include liability in the event of the loss of life, property, environment or personal injury.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

Market research was limited due to the proprietary nature of the services

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Prior to purchasing the satellite communications platforms, several vendors were contacted. KVH Industries, Inc. had the best package and has even offered a substantial discount.

8. What is the estimated value and length of the contract, amendment or request.

This Solicitation Waiver replaces previously approved waiver # 11206 which expired February 19, 2012. A new contract for services will be executed. The effective period is March 13 through June 30, 2012. The total contract is not to exceed \$23,136.84

a. New contract Y X N

b. Amendment Y N X Amendment No. {provide copy of previous waiver(s)}

Department of Public Safety,
Division of Emergency Management
Requesting agency

hereby requests approval for

KVH Industries, Inc.

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Loretta Smith, Program Officer</i>	<i>1/25/12</i>
	Agency Representative Initiating Request	Date
X	<i>[Signature]</i>	<i>1/26/12</i>
	Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	<i>_____ N/A _____</i>	<i>_____</i>
	Reviewing Agency/Entity Signature	Date

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

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

Signed:

X	<i>[Signature]</i>	<i>2-7-12</i>
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13002**

Agency Name: **DPS-PAROLE BOARD**

Agency Code: **660**

Appropriation Unit: **3800-04**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JFA ASSOCIATES LLC**

Contractor Name: **JFA ASSOCIATES LLC**

Address: **720 KEARNEY ST**

City/State/Zip: **DENVER, CO 80220-5326**

Contact/Phone: null303/399-3218

Vendor No.: T29001899

NV Business ID: E0023302012-1

To what State Fiscal Year(s) will the contract be charged? **2012**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2012**

Contract term: **120 days**

4. Type of contract: **Contract**

Contract description: **Risk Assessment**

5. Purpose of contract:

This is a new contact to provide a comprehensive review, as required by NRS, of parole guidelines to determine whether the standards are effective in predicting the probability that a convicted person will remain at liberty without violating the law if parole is granted or continued.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: upon receipt of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 213.10885 requires a review which must include a determination of whether the Parole Board's standards are effective in predicting the probability that a convicted person will live and remain at liberty without violating the law if parole is granted or continued.

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

Neither the Parole Board nor any other state agency has the expertise required to perform the required comprehensive review.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This is the only vendor who responded to the RFQ.

d. Last bid date: 01/05/2012 Anticipated re-bid date: 10/05/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 under contract with the Department of Administration and Parole Board. Services were satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jbauer	02/07/2012 12:39:16 PM
Division Approval	jbauer	02/07/2012 12:39:19 PM
Department Approval	mteska	02/08/2012 09:17:14 AM
Contract Manager Approval	jbauer	02/08/2012 13:25:19 PM
Budget Analyst Approval	jstrandb	02/15/2012 10:08:37 AM
BOE Agenda Approval	jmurph1	02/17/2012 08:12:43 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13056**Agency Name: **WILDLIFE**Agency Code: **702**Appropriation Unit: **4457-28**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ELKO, COUNTY OF**Contractor Name: **ELKO, COUNTY OF**Address: **ELKO COUNTY ADMINISTRATIVE
510 COURT ST**City/State/Zip: **ELKO, NV 89801**Contact/Phone: **null775/753-7073**Vendor No.: **T81072742X**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2012**

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

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

Agency Reference #: **12-33**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **04/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **90 days**4. Type of contract: **Interlocal Agreement**Contract description: **Heritage Mule Deer**

5. Purpose of contract:

This is a new interlocal agreement for the examination of survival and mortality rates of mule deer in the Ruby Mountains of Elko County. The project includes the capture, collaring, and monitoring of mule deer to determine specific mortality by gender and age of the animal. This project was selected competitively by the Nevada Board of Wildlife Commissioners under Nevada's Heritage Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Receipt of official invoice with detailed documentation and project manager approval.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is an approved Wildlife Heritage Trust Account project. This statutory program provides funds each year for approved wildlife projects. If a submitted project proposal fits the guidelines of the program, that project might be selected for funding through the Heritage account. This contract was awarded pursuant to NRS 501.3575 and NAC 501.320 by the Board of Wildlife Commissioners and complies with the statutory requirements.

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

The Wildlife Heritage program was set up in 1995 and projects are submitted to the Wildlife Heritage Committee. Any organization or individual can submit a proposal for project funding. Funds are awarded upon Board of Wildlife Commission approval.

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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Any individual or organization can submit a proposal for project funding. Once all project proposals are received they are reviewed and ranked by the Wildlife Heritage Committee, and then final approvals are given by the Board of Wildlife Commissioners. This contract was awarded pursuant to NRS 501.3575 and NAC 501.320 by the Board of Wildlife Commissioners and complies with the statutory requirements.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor has various contracts with the State of Nevada. Performance has been satisfactory.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

[Empty text box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bmcdani	02/01/2012 11:42:04 AM
Division Approval	bmcdani	02/01/2012 11:42:12 AM
Department Approval	bmcdani	02/01/2012 11:55:17 AM
Contract Manager Approval	bmcdani	02/01/2012 13:12:30 PM
Budget Analyst Approval	kkolbe	02/08/2012 11:22:28 AM
BOE Agenda Approval	jmurph1	02/17/2012 09:00:32 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13068**

Agency Name: WILDLIFE	Legal Entity Name: California Department of Fish and Game
Agency Code: 702	Contractor Name: California Department of Fish and Game
Appropriation Unit: 4461-00	Address: 1416 9th Street 12th Floor
Is budget authority available?: Yes	City/State/Zip: Sacramento, Ca 95814
If "No" please explain: Not Applicable	Contact/Phone: null916-445-3449
	Vendor No.:
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % REVENUES (from California Dept of Fish & Game)

Agency Reference #: A-232

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/14/2012**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2012**Contract term: **78 days**4. Type of contract: **Interlocal Agreement**Contract description: **Sage grouse flights**

5. Purpose of contract:

This is a new interlocal agreement for the Nevada Department of Wildlife to provide helicopter flights for California Department of Fish and Game sage-grouse breeding population surveys in high elevations along the California-Nevada border. Sage-grouse are not yet listed as an endangered species, but the U.S. Fish and Wildlife Service has determined that such listing is warranted. Conservation efforts such as these surveys are intended to help assure the protection of the sage grouse population in Nevada and California and to prevent the need for listing sage grouse as endangered. Such listing would increase the regulatory burden and may prevent or restrict public and private activities and development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,700.00**

Payment for services will be made at the rate of \$650.00 per flight hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The US Fish & Wildlife Service is scheduled to propose its final rule for listing the Bi-State sage-grouse population in fiscal year 2013. The Bi-State population occurs along the border between Nevada and California, and the two States have joined in an Executive Committee and Memorandum of Understanding to advance conservation measures in an effort to prevent listing. Breeding population surveys are a high priority, and sage-grouse occupy high elevation sagebrush habitats that occur along the border, hence the need for helicopter surveys. NDOW has the abilities, skills and personnel to conduct aerial surveys for sage-grouse and is familiar with the search area. The \$650/hr rate is NDOW's standard internal rate.

BOE approval is requested contingent upon final approval by the California Department of Fish and Game and the California Department of General Services. As NDOW is providing services for payment from California, California reserves the final approval of this contract. To meet the project objectives, this work must commence in March 2012, but not until final approval from California.

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

N/A - The Nevada Department of Wildlife will provide the service.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	02/02/2012 13:39:40 PM
Division Approval	mkrumena	02/02/2012 13:39:42 PM
Department Approval	mkrumena	02/02/2012 13:39:45 PM
Contract Manager Approval	mkrumena	02/02/2012 13:39:48 PM

Budget Analyst Approval
BOE Agenda Approval
BOE Final Approval

kkolbe
jmurph1
Pending

02/07/2012 12:28:42 PM
02/17/2012 08:57:45 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13028**

Agency Name: **WILDLIFE**
 Agency Code: **702**
 Appropriation Unit: **4465-13**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Otis Bay Ecological Restoration Inc.**
 Contractor Name: **Otis Bay Ecological Restoration Inc.**
 Address: **375 I-80 West**
P.O. Box 919
 City/State/Zip: **Verdi, NV 89439**
 Contact/Phone: null775-345-9960
 Vendor No.:
 NV Business ID: NV20041692229

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Great Basin National Park Grant

Agency Reference #: 12-30

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/01/2013**

Contract term: **306 days**

4. Type of contract: **Contract**

Contract description: **Stream fish barrier**

5. Purpose of contract:

This is a new contract for the detailed design and construction of a fish passage barrier in Silver Creek, located in the North Snake Range. The fish barrier will prevent non-native trout from entering approximately 8.7 miles of habitat in the upper Silver Creek basin being prepared for the re-introduction of Bonneville cutthroat trout.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000.00**

Other basis for payment: \$8,000 for design when complete; \$27,000 for construction when complete.

II. JUSTIFICATION

7. What conditions require that this work be done?

Reintroduction of Bonneville cutthroat trout into streams within their historic range is an integral part of the Conservation Agreement and Conservation Strategies for Bonneville Cutthroat Trout in Nevada (CA/CS). Silver Creek is the last stream identified in the CA/CS outside of streams located on Great Basin National Park administered land that is slated for chemical treatment and reintroduction. The barrier is a prerequisite to chemical treatment to remove non-native trout species before reintroducing Bonneville cutthroat trout.

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

A qualified geomorphologist will be needed to determine the placement and design of the barrier. Construction will require heavy construction equipment.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Waiver 120102.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	01/24/2012 16:24:59 PM
Division Approval	mkrumena	01/24/2012 16:25:05 PM
Department Approval	mkrumena	01/24/2012 16:25:08 PM
Contract Manager Approval	mkrumena	01/24/2012 16:25:11 PM
Budget Analyst Approval	kkolbe	02/07/2012 12:25:45 PM
BOE Agenda Approval	jmurph1	02/17/2012 08:21:35 AM
BOE Final Approval	Pending	

From:

12/28/2011 14:00

#938 P.002/005



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
120102

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Nevada Department of Wildlife
John Elliott, Eastern Region Fisheries Supervisor
775-777-2303
jelliott@ndow.org

- b. Vendor contact information:

Otis Bay Ecological Restoration, Inc.
375 Interstate 80
Verdi, Nevada 89439
775-345-9960
Otisbay.com

- c. Type of waiver requested: Sole or single source Professional Service Exemption

FSS RECEIVED
DEC 28 2011
BY #0125

2. Description of work/services to be performed or commodity/good to be purchased:

Through funding provided by the Southern Nevada Public Lands Management Act, the non-native trout population in Silver Creek (North Snake Range, White Pine County) is scheduled to be chemically eradicated in 2012 to allow for the future reintroduction of Bonneville cutthroat trout (BCT). Prior to the eradication however, a fish passage barrier must be constructed to prevent non-native trout present in lower Silver Creek from accessing approximately nine miles of potential BCT habitat in the upper Silver Creek basin. The barrier must be constructed in a manner and place that will not alter the hydrology regime or morphology of the stream channel, while providing enough vertical fall to preclude access by non-native trout. Site selection, detailed engineering and construction plans, stream channel/sideslope armoring, and construction timing are crucial to the success and longevity of the barrier. Extensive restoration efforts have been implemented by the Nevada Bonneville Cutthroat Conservation Team throughout historic range of the species in eastern Nevada in an effort to remove non-native trout (brook, brown, and rainbow), and fish barriers are critical to the long-term success of those restoration efforts.

3. Describe the unique qualification required for the service or good to be purchased:

The failure of poorly designed and constructed fish barriers (necessitating redesign and reconstruction) are well documented throughout the western states. The success and longevity of a functioning fish barrier depends on site selection, properly engineered barrier plans, channel armoring and timing of construction. This requires a contractor that is capable of providing personnel qualified in geomorphology, geology, hydrology, hydrogeology and biology, as these professional services normally account for approximately 35 percent of a fish barrier design and build contract. The contractor

From:

12/28/2011 14:00

#938 P.003/005

must also be able to provide all of these specialties before and during construction. Otis Bay Ecological Consultants has this unique skill set for the planning and design of a barrier, as well as the resources to actually construct the barrier, and has designed and constructed five fish barriers in the last six years for Lahontan cutthroat trout recovery efforts (see attached photos of three barriers). All of these barriers are currently functioning as designed. Otis Bay is also currently under contract with the U.S. Fish and Wildlife Service for design/construction of a fish barrier in the Marys River Drainage (Elko County) and design/construction of a "fish friendly" diversion in the North Fork Humboldt River Drainage (Elko County).

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: **No other companies are known that have the unique mix of specialists and construction resources as Otis Bay. Otis Bay has a proven track record of designing and constructing fish barriers that function properly, with no redesign/reconstruction needed once the barriers were completed. Funding for this project is part of the FY12 work program, with the construction window being tied to the low flow period between August and November.**

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: **It is most likely that this project would have to be bid as two separate projects, with planning/design as one project and actual construction as another project. As stated before, no other companies are known that would be able to do both. Also, funding for this project and the actual stream treatment are in the FY12/FY13 work programs, with the grant expiring in FY13. If construction is delayed by a year, the treatment to remove non-native trout would also be delayed and there is the potential that the funding could be lost.**

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation. **No other companies are known that would be able to do both the planning/design and actual construction identified for the project.**

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? **Prices for design/construction of fish barriers can vary from \$20,000 to greater than \$100,000, depending on the complexity. Otis Bay's unique equipment resources reduce costs since no equipment would need to be rented and trucked to eastern White Pine County (most likely from Las Vegas). This keeps the cost for the design-build down to about \$35,000.**

8. What is the estimated value and length of the contract, amendment or request? **\$35,000. Length of contract would be approximately five months.**

a. New contract Y **X** N

b. Amendment Y N **X** Amendment No. _____
{provide copy of previous waiver(s)}

From:

12/28/2011 14:00

#938 P.004/005

Nevada Dept of Wildlife

hereby requests approval for

Otis Bay Ecological Consultants

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>John Elliott</i>	12/27/11
	Agency Representative Initiating Request	Date
X	<i>Walter Wilson</i>	12/27/2011
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X		
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

<i>Amy Smith</i>	1-5-12
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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: **13059**

Agency Name: **WILDLIFE**

Agency Code: **702**

Appropriation Unit: **4467-14**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Nevada Division of Forestry**

Contractor Name: **Nevada Division of Forestry**

Address: **2478 Fairview Dr.**

City/State/Zip: **Carson City, NV 89701**

Contact/Phone: **null775-684-2531**

Vendor No.: **D00000035**

NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

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

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

Agency Reference #: **12-25**

2. Contract start date:

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

Anticipated BOE meeting date **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/12/2014**

Contract term: **2 years and 10 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **NDOW-NDF Master**

5. Purpose of contract:

This is a new interlocal agreement to provide habitat restoration and improvement services including the removal of invasive trees, fence repairs, seeding, wetland restoration and controlled burns, in such areas and at such times as are agreed upon by the Nevada Department of Wildlife and Nevada Division of Forestry pursuant to this master agreement in order to preserve or improve wildlife habitat in the State of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Other basis for payment: **As specified in each project task order.**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Forestry (NDF) has historically provided the Nevada Department of Wildlife (NDOW) with the labor and equipment needed to remove invasive trees, repair perimeter fencing, remove existing cross-fencing, apply seeding, and restore wetlands.
 Removing invasive trees: Invasive weeds are a major factor in the decline of important wildlife habitats statewide. The control of weeds is an action necessary to restore and protect important wildlife habitats. All landowners/managers are mandated to control all noxious weeds identified by the state.
 Fencing: A solid perimeter fence is necessary to keep trespass cattle off State Property. Also, old cross-fencing impedes wildlife movement through wildlife management areas.
 Prescribed burning: This is a practical tool for managing natural vegetation, controlling plant litter, and increasing desirable forage. It can reduce dead plant debris, control undesirable shrubs, and increase open water habitat by removing thick stands of vegetation.

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

NDOW does not have its own labor force or equipment to carry out tasks such as physically removing invasive trees and fixing fences, nor the expertise of NDF in controlled burns. Nevada Division of Forestry is a Nevada State agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

NDOW has always provided quality work for NDOW in a timely manner. They did contract work for the NDOW last season and did an excellent job of controlling weeds and building fences at Kirch WMA, Steptoe Valley WMA, and the Lockes Ranch. NDF has multiple crew supervisors on hand, so that it can complete its work in a timely manner.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

NDF has been under other various contracts with NDOW. Work has been excellent.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	02/01/2012 12:47:21 PM
Division Approval	mkrumena	02/01/2012 12:47:23 PM
Department Approval	mkrumena	02/01/2012 12:47:26 PM
Contract Manager Approval	mkrumena	02/01/2012 12:47:28 PM
Budget Analyst Approval	kkolbe	02/07/2012 12:19:09 PM
BOE Agenda Approval	jmurph1	02/17/2012 08:17:33 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13085**Agency Name: **PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Tomsik Photography

Contractor Name: **Tomsik Photography**Address: **7570 Norman Rockwell Lane
Suite #7-150**City/State/Zip: **Las Vegas, NV 89143**

Contact/Phone: Melissa Tomsik 702-445-2441

Vendor No.:

NV Business ID: NV20091090417

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/07/2013**Contract term: **1 year and 36 days**4. Type of contract: **Revenue Contract**Contract description: **Tomsik Photography**

5. Purpose of contract:

This is a new revenue contract with Tomsick Photography, DBA Scenic Las Vegas Weddings. They will provide sightseeing tours and wedding ceremonies at Valley of Fire State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The company will be conducting sightseeing tours and/or wedding ceremonies in the park.

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

State Parks does not have the manpower or expertise to provide this service.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

Revenue Contract

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 Division of State Parks-Valley oif Fire. This company has complied with all regulations.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	02/07/2012 12:18:22 PM
Division Approval	sdecrona	02/08/2012 07:40:31 AM
Department Approval	sdecrona	02/08/2012 07:40:34 AM
Contract Manager Approval	sdecrona	02/08/2012 07:40:38 AM
Budget Analyst Approval	jrodrig9	02/12/2012 15:24:49 PM
BOE Agenda Approval	jburry	02/23/2012 14:38:06 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12983**

Agency Name: **ENVIRONMENTAL PROTECTION**
 Agency Code: **709**
 Appropriation Unit: **3185-12**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Douglas County School District**
 Contractor Name: **Douglas County School District**
 Address: **1126 Airport Road, Bldg H-1**
 City/State/Zip: **Minden, NV 89423**
 Contact/Phone: **null775-782-4679**
 Vendor No.:
 NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	X	Fees	25.00 % Air Permit Fees
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **DEP 12-030**

2. Contract start date:

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

Anticipated BOE meeting date **03/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/30/2012**

Contract term: **181 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Preheaters in Buses**

5. Purpose of contract:

This is a new contract to provide for ongoing services associated with the installation of fuel operated heaters (pre-heaters) in school buses. This installed equipment will reduce fuel use and diesel exhaust emissions by eliminating the need for additional engine idling in time of cold weather. Reduced idling times will reduce emissions that can pollute air in and around the bus; from nearby school buildings (that can enter the buildings through air intakes and doors); as well as reduce air pollution levels within the metropolitan areas the buses operate.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,000.00**

Payment for services will be made at the rate of \$0.00 per Month

Other basis for payment: Payment will be based on the equipment and installations performed during that monthly reporting period. Not to exceed total amount of contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will help reduce the risk of exposure of school age children to dangerous emissions from diesel school bus engines.

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

The State does not have the resources or the expertise to provide these services.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vgatrell	02/02/2012 09:00:47 AM
Division Approval	vgatrell	02/02/2012 09:00:50 AM
Department Approval	rbamford	02/02/2012 13:09:44 PM
Contract Manager Approval	vgatrell	02/02/2012 13:11:41 PM
Budget Analyst Approval	jrodrig9	02/12/2012 15:15:35 PM
BOE Agenda Approval	jburry	02/23/2012 10:17:38 AM
BOE Final Approval	Pending	

Attachment A

Scope of Work

Douglas County School District School Bus Fuel Operated Heaters Pilot Program

Unnecessary school bus idling pollutes the air, wastes fuel, and causes excess engine wear. Idling school buses can pollute air in and around the bus. Exhaust from buses can also enter school buildings through air intakes and doors. Diesel bus exhaust from excessive idling contributes to the air pollution in metropolitan areas and can be a health concern. Idling buses also waste fuel and money. School districts that eliminate unnecessary idling can save significant dollars in fuel costs each year.

As part of the State Clean Diesel Grant Program, the Nevada Division of Environmental Protection (NDEP) will provide funding to Douglas County School District (DCSD) via a subaward in the form of an interlocal contract to install fuel operated heaters in diesel-powered school buses based in Douglas County, a portion of which is currently in an air quality maintenance area. Use of fuel operated heaters during cold weather will eliminate unnecessary idling and result in air quality benefits.

The duties and obligations of the Nevada Division of Environmental Protection (NDEP) and Douglas County School District (DCSD) (the parties), in addition to those set forth elsewhere in this subaward are as follows:

Install fuel operated heaters in eligible school buses in the Douglas County School District, Nevada thereby reducing fuel use and diesel exhaust emissions.

The DCSD shall:

1. Install fuel operated heaters, also called preheaters, in school buses. The installations will be performed in accordance with the following conditions:
 - a. Only fuel operated heaters included on the U.S. Environmental Protection Agency's Verified Technologies List for Idle Reduction Technologies that are SmartWay verified for school buses shall be installed;
 - b. Installations should be completed with all components necessary to operate the heater, including digital or analog timer;
 - c. Approximately 49 "engine coolant only" variety fuel-source block pre-heaters shall be installed on buses in the existing fleet of diesel-powered buses.
2. Prepare and submit monthly invoices to the NDEP for equipment and installations performed during that monthly reporting period. Invoices should include documentation such as copies of receipts or invoices received from suppliers and installation providers.

Invoices should also provide the equipment identification information such as serial numbers, make and model numbers. The final invoice must be submitted to NDEP no later than the 10th of September 2012.

3. Provide the NDEP detailed quarterly reports on the progress of the installations using a spreadsheet made available by NDEP. For work completed during each quarter, the DCSD shall provide information on the spreadsheet form that details each (pre)heaters installation, including the school bus make, model, year of manufacture, VIN, the fuel operated heater make and model number. Quarterly Reports must be submitted by the 15th of the month following each quarter. The final report must be submitted to NDEP by September 30, 2012.
4. At the completion of work, submit to the NDEP a final summary report on the fuel operated (pre)heaters. The report shall contain, at a minimum, an estimate of the fuel savings and the reduced idling time resulting from use of the fuel operated heaters. The report shall also contain a final spreadsheet made available by NDEP, which details all completed (pre)heater installations, including the school bus number, engine make, engine model, engine model year, amount of fuel used (gal/year), annual miles per vehicle, annual idling hours, VIN, annual idling hours reduced, and technology unit installation cost. The final report must be submitted to NDEP by September 30, 2012.

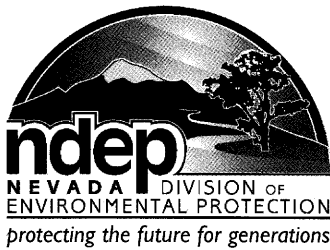
The NDEP shall:

5. Pay monthly invoices submitted by the DCSD during the period of the subaward for equipment and installations performed during that monthly reporting period. Payment of invoices will be paid 30 days after receipt.

BUDGET

49 Fuel Operated Engine Block Heaters at \$875.53 each	\$ 42,901.00
49 Mounting Bracket at \$10.90 each	\$ 535.00
49 Timers at \$60.57 each	\$ 2,968.00
1 Diagnostic Tool at \$863 each	\$ 863.00
2 Freight at \$275 each	\$ 550.00
Total Labor for Installation	\$ 0
TOTAL COST (Rounded up)	\$ 47,817.00

Expenses are based on the estimated pricing for a Thermo Top 17,000 BTU Webasto unit.



STATE OF NEVADA

Department of Conservation & Natural Resources

DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor

Leo M. Drozdoff, P.E., Director

Colleen Cripps, Ph.D., Administrator

MEMORANDUM

TO: Board of Examiners

FROM: ^{RR} Rob Bamford, Chief, Bureau of Air Quality Planning

DATE: January 9, 2012

SUBJECT: Interlocal Contract with Douglas County School District

This Interlocal Contract with Douglas County School District will be funded using a federal grant from the U.S. EPA administered under the Diesel Emission Reduction Act (DERA) program. This funding source has been used to fund diesel emission reduction projects in Nevada since 2008.

This contract with the Douglas County School District is a new subpart of an ongoing statewide effort to reduce diesel exhaust emissions.

The purpose of the contract is to install fuel operated engine heaters (also called preheaters) on diesel-powered school buses. The preheaters are then used to reduce unnecessary engine idling during cold weather. This activity is part of a national effort to reduce diesel emissions under the DERA program, which is being implemented in Nevada by the NDEP. Nevada benefits by reducing the exposure of school-age children to harmful diesel exhaust emissions, in addition to anticipated fuel savings.



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: **12336** Amendment Number: **1**

Agency Name: **REAL ESTATE DIVISION** Legal Entity Name: **Greater Las Vegas Association of Realtors**

Agency Code: **748** Contractor Name: **Greater Las Vegas Association of Realtors**

Appropriation Unit: **3826-10** Address: **1750 E Sahara Ave**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89104**

If "No" please explain: **Not Applicable** Contact/Phone: **Wendy DiVecchio 702-784-5027**

Vendor No.: **T80944834**

NV Business ID: **NV19471000182**

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

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

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

Agency Reference #: **748**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/27/2011**Anticipated BOE meeting date **03/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **2 years and 4 days**4. Type of contract: **Contract**Contract description: **Education Contract**

5. Purpose of contract:

This is an amendment to the original contract to provide continuing education credits required by licensees to renew their licenses. The course, developed by the Division to cover new laws and other mandatory topics, and approved by the Real Estate Commission, is currently being offered by the contractor. The purpose of the contract remains unchanged.

The purpose of the amendment is to increase contract authority by \$8,400 for fiscal year (FY) 2012 and by \$12,600 for FY 2013. Licensee registrations to the course have far exceeded expectations, and the original contract amount of \$4,500 for FY 2012 is insufficient. Based on the number of student registrations in the previous quarter, the amended increase of \$8,400 for FY 2012 and \$12,600 for FY 2013 is considered appropriate for classes to be taught under contract until June 30, 2013.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$21,000.00
4. New maximum contract amount:	\$30,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 645.575 mandates real estate licensees complete approved continuing education to renew or reinstate a real estate license in order to protect the public by ensuring licensees are informed about current laws and regulations.

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

Funding is allocated within the Education and Research Budget (3826) to provide financial assistance through the bid process for subject area specialists to provide law update courses in locations across the state. Educators approved by the agency are required to be practitioners in the field in which they instruct.

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

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

b. Solicitation Waiver: **Not Applicable**

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

Greater Las Vegas Association of Realtors has previous experience and is the only education sponsor in Southern Nevada to respond to the agency's invitation to bid.

d. Last bid date: 03/08/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor was engaged by the Real Estate Division from October 7, 2010 to June 30, 2011 to provide the continuing education course entitled "What Every Licensee Should Know 2011". Contractor's performance was satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. Not Applicable

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	01/30/2012 11:20:23 AM
Division Approval	vleigh	01/30/2012 11:31:39 AM
Department Approval	vleigh	01/30/2012 11:45:24 AM
Contract Manager Approval	vleigh	01/31/2012 16:16:23 PM
Budget Analyst Approval	cglover	02/09/2012 11:02:35 AM
BOE Agenda Approval	jteska	02/21/2012 15:08:00 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13099**

Agency Name:	DEPARTMENT OF TRANSPORTATION	Legal Entity Name:	REGIONAL TRANSPORTATION
Agency Code:	800	Contractor Name:	REGIONAL TRANSPORTATION
Appropriation Unit:	4660-04	Address:	COMMISSION 2050 VILLANOVA DR RENO, NV 89502-3163
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89502-3163
If "No" please explain:	Not Applicable	Contact/Phone:	Carol Perry 775/348-0400
		Vendor No.:	PUR0002452
		NV Business ID:	exempt

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date 03/2012

Retroactive? **Yes**

If "Yes", please explain

At the time of expiration of the prior agreement, which was September 30, 2010, the agreement dates and allocation of funds was completed in the Advantage system. However, there was an oversight in executing the actual agreement. This approach effectively allowed us to reimburse entities for their allowable quarterly expenses, but did not allow for the proper auditable paper trail.

3. Termination Date: **10/01/2012**Contract term: **2 years and 1 day**4. Type of contract: **Cooperative Agreement**Contract description: **Emp. Trip Reduction**

5. Purpose of contract:

This is a new cooperative agreement to state the ongoing terms, conditions, and mutual understandings of the parties as to the manner in which Federal Funds will be used to provide funding to the Reno Transportation Commission for implementation for the continued operation of the Comprehensive Employee Trip Reduction/Regional Rideshare Program in Washoe County, Nevada. This agreement allows for grant funds to be transferred to Washoe County from the Federal Congestion Mitigation Air Quality funds and Code of Federal Domestic Assistance Number 20.205 as reimbursement to Washoe County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$900,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Due to the continued operation of the Employee Trip Reduction Regional Rideshare Program in Washoe County, the Transportation Multimodal Planning Division has contracted with the Washoe County Transportation Commission for the continued operation of the Employee Trip Rideshare Program in Washoe County. The scope of services will be to continue operation of the Employee Trip Rideshare Program in Washoe County.

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

The work was performed by the County and the Nevada Department of Transportation is the agency identified by the Nevada Legislature to maintain and administer the funds.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	krhodes	02/10/2012 11:12:07 AM
Division Approval	krhodes	02/10/2012 11:12:11 AM
Department Approval	krhodes	02/10/2012 11:12:15 AM
Contract Manager Approval	krhodes	02/10/2012 11:12:18 AM
Budget Analyst Approval	cwatson	02/22/2012 15:08:01 PM
BOE Agenda Approval	jburry	02/23/2012 14:33:40 PM
BOE Final Approval	Pending	



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
1263 S. Stewart Street
Carson City, Nevada 89712

original in AGMT # PR400-11-804
COPY

Susan Martinovich, P.E.
Director

MEMORANDUM

October 13, 2011

TO: Susan Martinovich, Director
FROM: *JWA for* Dennis Taylor, Chief Transportation Multimodal Planning
SUBJECT: Cooperative Agreements

We are requesting the following agreements be executed with an effective start date of October 1, 2010:

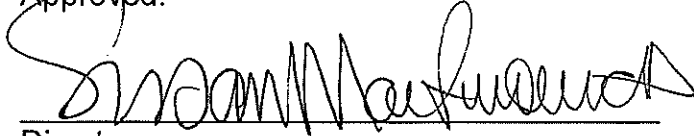
- o Cooperative Agreement PR403-11-804 with Washoe County RTC to cover UPWP activities
- o Cooperative Agreement PR402-11-804 with RTC of Southern Nevada to cover UPWP activities
- o Cooperative Agreement PR404-11-804 with CAMPO to cover UPWP activities
- o Cooperative Agreement PR405-11-804 with Washoe County RTC to cover state funded aspects of the UPWP with a 50% match
- o Cooperative Agreement PR401-11-804 with Washoe County RTC to cover ETR/TDM activities
- o Cooperative Agreement PR400-11-804 with RTC of Southern Nevada to cover ETR/TDM activities

At the time of expiration, September 30, 2010, of the prior agreements, we requested the above agreements be amended to extend them for one year (FFY 2011) and include the funds to cover the fiscal year. At that time, our Agreement Services representative advised us that she would handle it, which she did by extending the agreement dates and adding the funds within the Advantage system only and advised us as such - requiring no additional paperwork, which was incorrect. This approach effectively allowed us to reimburse each entity their allowable quarterly expenses, but does not allow for the proper auditable paper trail.

This approach has already been reviewed and approved by our Legal Division as noted in the attached email. However, Front Office approval is required to move the agreements forward.

By allowing these agreements to be executed with an effective date of October 1, 2010 the erroneous extensions can be corrected to an auditable state, allow each of the respective boards to approve the agreements, and allow us the time we need to address and develop new agreements in cooperation with the MPOs to be made effective on or before September 30, 2012.

Approved:



Director

10/25/11

Date

Cooper, Jennifer L

From: Roger K. Miles [RMiles@ag.nv.gov]
Sent: Wednesday, September 14, 2011 9:01 AM
To: Hudson, Genevieve M; Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Katie Wellman; Thompson, Christi
Subject: RE: Agreements

Gennie:

I have just spoken with Jennifer, as Dennis, as I understand it, is not in today. Following my conversations with Dennis of yesterday, Jennifer today, and your e-mails of today, I have no problem with the concept of executing new agreements which are backdated, whereby no lapse of time is shown between the initial and new agreements. Again, I believe that a reasonable argument may be made that the initial agreements never really expired, however I have no problem with executing new, backdated agreements.

This really isn't a big deal. It's all simply very easy to address and resolve.

Regards, Roger

From: Hudson, Genevieve M [mailto:GHudson@dot.state.nv.us]
Sent: Wednesday, September 14, 2011 8:42 AM
To: Roger K. Miles; Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Katie M. Wellman; Thompson, Christi
Subject: RE: Agreements

Thank you Roger. Would you agree that no matter what, new agreements need to be completed and that back-dating would be appropriate?

I could bring you the agreements that I have at my desk if you want to look at those.

Gennie Hudson | Program Officer I
Agreement Services
Nevada Department of Transportation
1263 South Stewart Street, Room 101
Carson City, Nevada 89712
775.888.7070 ext.2127
775.888.7101 fax
ghudson@dot.state.nv.us | www.nevadadot.com



Please consider the environment before printing this email.

From: Roger K. Miles [mailto:RMiles@ag.nv.gov]
Sent: Wednesday, September 14, 2011 8:36 AM
To: Hudson, Genevieve M; Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Katie Wellman; Thompson, Christi
Subject: RE: Agreements

Gennie:

I really have no background on the agreements at issue, other than what I picked up yesterday through my telephone conversation with Dennis.

Without having a solid understanding as to the funding aspects of these agreements, I'll simply note the following: Where two parties continue in their performance of duties under an agreement, through : (1) The provision of services and (2) The provision of compensation for those services; then (3) A reasonable argument might be made that despite the termination date stated within a written contract, and the passing of that date, the parties may be seen as having extended the agreement through their conduct. Under such a view, it might be argued that the agreement never really expired.

My observations set forth above are those observations relating to general contract law. As for the specific agreements at issue, I have no knowledge of their contents, nor do I have knowledge as to the mechanics of funding associated with the agreements. While I believe that a reasonable argument may be made that the agreements never really expired if the service providers continued in their provision of services, and the Department continued with payment for those services, I have no opinion as to whether NDOT's continued payment for services ran afoul of policies, regulations, etc regarding funding.

Roger

From: Hudson, Genevieve M [mailto:GHudson@dot.state.nv.us]
Sent: Wednesday, September 14, 2011 7:24 AM
To: Roger K. Miles; Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Katie M. Wellman; Thompson, Christi
Subject: RE: Agreements

Dennis and Roger,

The agreements in question have expired. The termination date was actually October 1, 2010 for at least 4 of the agreements (I haven't pulled the files for the other two). Technically work has been done and we've been paying invoices for almost a year without an agreement. When I checked the four agreements that I have the files for at my desk in Advantage I discovered that the termination date had been extended to October 1, 2011, but there are no documents (i.e. amendments) extending the termination date for any of the agreements.

Due to the current status of these agreements and our policies, procedures, and processes, I recommended to Jennifer that she complete new agreements for each and if possible, have Dennis see if there was any way to back date the agreements (get a memo signed by the Front Office) to October 1, 2010. By back dating to October 1, 2010, we would correct the error which was done by only changing the termination date in Advantage and not have any issues with the fact that the 2nd parties were doing work and we were paying invoices without an agreement.

Please let me know if this is not clear, and if I can help with anything else.

Thank you,

Gennie Hudson | Program Officer I
Agreement Services
Nevada Department of Transportation
1263 South Stewart Street, Room 101
Carson City, Nevada 89712
775.888.7070 ext.2127
775.888.7101 fax
ghudson@dot.state.nv.us | www.nevadadot.com





Please consider the environment before printing this email.

From: Roger K. Miles [mailto:RMiles@ag.nv.gov]
Sent: Tuesday, September 13, 2011 4:17 PM
To: Taylor, Dennis D
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Hudson, Genevieve M; Katie Wellman; Thompson, Christi
Subject: RE: Agreements

Dennis:

Following our conversation of today, it is my understanding that you desire to amend several agreements which have yet to expire, and that the amendments will extend the term beyond the time presently provided within the agreements. As for other matters which may arise within the amendments, I'll have to wait and see what additional proposed revisions are contemplated within the amendments.

In short, it would appear perfectly normal to amend agreements in those instances in which further time is desired, provided NDOT has the funding to do so.

I'll await receipt of the proposed amendments for review and comment. When the proposed amendments are directed to the legal division, we will also require the provision of the underlying agreements which are the subject of the amendments.

Regards, Roger

From: Taylor, Dennis D [mailto:dtaylor@dot.state.nv.us]
Sent: Tuesday, September 13, 2011 3:57 PM
To: Miles, Roger K
Cc: Van Havel, Jason D; Cooper, Jennifer L; Larkin-Thomason, Tracy D; Hudson, Genevieve M; Katie M. Wellman
Subject: Agreements

Roger,

Based on my conversation with you and Katie today, Tracy Larkin would like you to send a quick email to Jenny in Agreement Services approving the processing of the agreements as we discussed.

Thank You

Dennis D. Taylor
Chief, Transportation/Multimodal Planning Division
Nevada Dept. of Transportation
1263 S. Stewart Street
Carson City, NV 89712

Phone: (775) 888-7120
Mobile: (775) 233-5526
Email: dtaylor@dot.state.nv.us
Fax: (775) 888-7105

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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: **13084**

Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: DELL MARKETING LP
Agency Code: 810	Contractor Name: DELL MARKETING LP
Appropriation Unit: 4715-26	Address: 1 DELL WAY RR1 MS 8035
Is budget authority available?: Yes	City/State/Zip: ROUND ROCK, TX 78682
If "No" please explain: Not Applicable	Contact/Phone: null512/728-0242
	Vendor No.: PUR0000038
	NV Business ID: NV19991113026
To what State Fiscal Year(s) will the contract be charged?	2012-2016

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

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

2. Contract start date:

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

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years and 121 days**

4. Type of contract: **Contract**

Contract description: **Install/Maintenance**

5. Purpose of contract:

This is a new contract to provide for the installation, on-site support, training, and software support for the implementation of a Dell Compellent multi-host storage array environment to include two internet storage area networks (SANs) one in Las Vegas and the other in Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$61,042.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The San's support all of the Departments storage needs for SQL Server, Document Images, Storage Drives for users, E-mail, Web Servers and other related storage requirements that are essential to keep the DMV critical operations running efficiently.

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

There are no state employees in the area able to provide this service.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Dell is currently contracted with the State of Nevada Purchasing Division as preferred vendor under the Western States Contracting Alliance (WSCA) to be utilized by all state agencies.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

Dell is currently contracted with State of Nevada Purchasing Division as preferred vendor under the Western States Contracting Alliance to be utilized by all state agencies. Services have been found to be satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csthil	02/07/2012 10:42:04 AM
Division Approval	csthil	02/07/2012 10:42:08 AM
Department Approval	dcook	02/07/2012 16:07:54 PM
Contract Manager Approval	hazevedo	02/07/2012 16:13:50 PM
DoIT Approval	lmuelle1	02/08/2012 14:34:33 PM
Budget Analyst Approval	cwatson	02/14/2012 11:24:46 AM
BOE Agenda Approval	jburry	02/23/2012 10:16:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5816** Amendment Number: **29**

Agency Name: **REHABILITATION DIVISION** Legal Entity Name: **Fleet & Industrial Supply Ctr**

Agency Code: **901** Contractor Name: **Fleet & Industrial Supply Ctr**

Appropriation Unit: **3253-00** Address: **800 Seal Beach Blvd, Bld 239**

Is budget authority available?: **Yes** City/State/Zip: **Seal Beach, CA 90740**

If "No" please explain: Not Applicable Contact/Phone: **Shannon La Com 562-626-7104**

Vendor No.: **INT000000**

NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

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

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

Agency Reference #: 1300-09-BEN

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2008**

Anticipated BOE meeting date 03/2012

Retroactive? **Yes**

If "Yes", please explain

This amendment was the result of a request from the Navy signed on January 5, 2012, to extend serving hours, accommodate CAG-7 and add SUBCLIN 0005AV which obligates funding from \$3,320,749.36 to \$3,331,590.01 for the term of the contract. Amendments to this revenue contract are effective upon endorsement by the Navy contracting officer. Therefore, submission of contract amendments for approval by the Board of Examiners will continuously necessitate retroactive amendments.

3. Previously Approved Termination Date: **09/30/2012**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Food Preparation & Serving Equipment**

5. Purpose of contract:

This is the twenty-ninth amendment to the original contract, which provides ongoing full food service support at the Naval Air Station in Fallon, Nevada. This amendment increases the maximum amount from \$3,320,749.36 to \$3,331,590.01 due to extended serving hours for breakfast, lunch and dinner from January 9, 2012 through February 5, 2012.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$836,400.00
2. Total amount of any previous contract amendments:	\$2,484,349.36
3. Amount of current contract amendment:	\$10,840.65
4. New maximum contract amount:	\$3,331,590.01

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 426.640 and the Randolph Sheppard Act gives priority rights for the operations of vending services in public locations to operators licensed through Business Enterprises of Nevada.

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

Per NRS 426.715, agency staff or other State employees cannot legally provide concession services on a commission basis.

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

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

Not Applicable

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

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

Revenue Contract per NRS 277.080 through 277.180.

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

- 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The Department of Employment, Training, and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada has been providing food services to the Fleet and Industrial Supply Center at the Fallon Naval Air Station since October 2002.

- 13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	02/17/2012 08:20:59 AM
Division Approval	mcol1	02/17/2012 08:45:22 AM
Department Approval	rolso1	02/17/2012 09:24:29 AM
Contract Manager Approval	bfor1	02/17/2012 09:26:24 AM
Budget Analyst Approval	cwatson	02/17/2012 14:51:38 PM
BOE Agenda Approval	jburry	02/23/2012 14:27:46 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13176**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-51**Is budget authority available?: **No**

If "No" please explain: Contingent upon 15 day approval of work programs C23284 and C23285.

Legal Entity Name: **ALLIANCE ENTERPRISES INC**Contractor Name: **ALLIANCE ENTERPRISES INC**Address: **2625 WILLAMETTE DR NE**City/State/Zip: **LACEY , WA 98516**Contact/Phone: **Wendy Massey 360-456-7000**

Vendor No.:

NV Business ID: **NV20121142268**To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

<input checked="" type="checkbox"/>	General Funds	21.30 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1707-13-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **03/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 120 days**4. Type of contract: **Contract**Contract description: **Vendor Performance**

5. Purpose of contract:

This is a new contract to provide software enhancement to existing electronic case management system (RAISON) which will analyze existing data collected to determine the cost effectiveness of services purchased from contracted vendors/service providers and assist consumers by establishing a service provider satisfaction rating to enable clients to exercise an informed choice when selecting a service provider.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$128,935.00**

Other basis for payment: Contractor will provide the services specified in paragraph five (5) at a cost of \$5,836.00 upon approval of contract; \$4,452.00/completion of Deliverable 1.1; \$11,875.00/completion of deliverable 2.1; \$106,772.00/completion of deliverable 2.2, 2.3 and post implementation annual fee. All deliverables and post implementation of annual fee will be paid upon approval of submitted invoice with final invoice to be received by the Department of Employment, Training and Rehabilitation, Rehabilitation Division, no later than June 30, 2012. Contract total not to exceed \$128,935.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Alliance Enterprises Inc. developed an add-on module called Vendor Contribution Assessment (VCA) for the license to the AWARE software purchased from Alliance Enterprises in 2001 that was developed into the Rehabilitation Automated Information System of Nevada (RAISON). Alliance is the only source of this type of software and applied for a patent of its advanced analytics.

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

State employees do not have the resources or the software capabilities to perform these analytics required through the RAISON system.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120301

Approval Date: 03/01/2012

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

This vendor is a sole source vendor for the Vendor Contribution Assessment (VCA) software needed for the RAISON system and has filed for a patent for this software.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 performing this service for other State's Rehabilitation Divisions and service has been reported as satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

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

Yes

16. 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

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	03/01/2012 16:50:34 PM
Division Approval	mmason	03/01/2012 16:52:34 PM
Department Approval	tnash	03/01/2012 16:57:48 PM
Contract Manager Approval	bfor1	03/01/2012 16:58:35 PM
DoIT Approval	lmuelle1	03/02/2012 08:50:15 AM
Budget Analyst Approval	knielsen	03/06/2012 11:30:35 AM
BOE Agenda Approval	jburry	03/06/2012 14:05:57 PM

Brian Sandoval
Governor



Jeff Mohlenkamp
Director

Greg Smith
Purchasing Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

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

Purchasing Use Only:
120301

SOLICITATION WAIVER REQUEST FORM

- 1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: **Department of Employment, Training & Rehabilitation**
Rehabilitation Division
Maureen Cole, Administrator
775-684-4040
mkcole@nvdetr.org

- b. Vendor contact information:
Lisa Gifford, Exec. VP, Business Development & Marketing
Alliance Enterprises, Inc.
2625 Willamette Drive NE
Lacey, WA 98516
360-456-7000
Lisa@allianceenterprises.com

Type of waiver requested: Sole or single source Professional Service Exemption

- 2. Description of work/services to be performed or commodity/good to be purchased:

Software enhancement to existing electronic case management system (RAISON) which will analyze existing data collected to determine the cost effectiveness of services purchased from contracted vendors and assist consumers to exercise informed choice.

- 3. Describe the unique qualification required for the service or good to be purchased:

The Rehabilitation Division purchased a license to AWARE vocational rehabilitation case management software from Alliance Enterprises around 2001 and adapted it into what is currently called Rehabilitation Automated Information System of Nevada (RAISON). Subsequently, Alliance Enterprises developed an add-on module called Vendor Contribution Assessment (VCA) for the AWARE/RAISON system. Through applied analytics, VCA allows VR agencies to utilize existing data to 1.) quantify the performance and value of each vendor used to provide services to VR clients; 2.) better manage agency resources by identifying high performing vendors; and 3.) improve the chances of high quality outcomes for VR clients. Alliance is the only source of this type of software to date and the company has applied for a patent of its advanced analytics. Further, it is compatible with the existing RAISON system because it was designed to work from the basic system design utilized in the AWARE system as it was adapted to Nevada's needs.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

No other software company currently offers a software package that performs these functions. Thus, if competitive bids were solicited, other companies would have to bid on the cost and time required for them to develop such an application from scratch and make it compatible with the existing AWARE/RAISON system that is in use. It is believed that the time and cost would far exceed the cost of the already developed system available from Alliance Enterprises.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The Rehabilitation Division would pay more for a custom designed program that may or may not work as well as the proven system available from Alliance Enterprises. Additionally, the cost and time involved in making any newly-created application compatible with the existing AWARE/RAISON system would make the purchase less cost effective and would delay the benefits to be gained from being able to quantify and rate the client services purchased from numerous vendors throughout the state. Most importantly, consumers would not have an important tool to assist them in their informed choice of service providers.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

There is a limited market for software applications specifically geared toward vocational rehabilitation services delivered through state agencies. Alliance Enterprises has captured a large share of this market and caters to the ± 80 public agencies who administer federally-funded vocational rehabilitation programs. There are no other purveyors of VR software that offer a similar application to VR agencies. Other state agencies which have purchased this software report satisfactory results.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The reasonableness of the cost was determined through the satisfactory services received by other state agencies and the determination of DETR's Information and Data Processing unit that the specifications and cost proposal are reasonable in the marketplace.

8. What is the estimated value and length of the contract, amendment or request? The estimated value of the contract will be \$178,000.00 for a fourteen (14) month contract term, with the option of a renewal period of one (1) year.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Rehabilitation Division, Department of hereby requests approval for Alliance Enterprises, Inc.
Employment, Training and
Rehabilitation

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Melaine Hanson</i> Deputy Administrator for Hansen Coles	
Agency Representative Initiating Request	Date February 23, 2012
X <i>[Signature]</i>	
Agency Head Authorizing Request	Date February 23, 2012

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X <i>[Signature]</i> N/A	
Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X <i>* Aug Smith</i>	<i>3-1-12</i>
Administrator, Purchasing Division	Date

* Note: Please include a copy of the attached email of 02/29/12 with your entry into CETS.*

Cindy L. Stoeffler

From: Maureen Cole
Sent: Wednesday, February 29, 2012 11:05 AM
To: Cindy L. Stoeffler
Cc: Melaine Mason
Subject: Rehab Div solicitation waiver request info

Hi, Cindy,
To augment # 6, we would like to add the following information.

Alliance Enterprises markets a proprietary vocational rehabilitation (VR) case management and reporting software system called AWARE which is currently used by 25 states. Nevada purchased the rights to the design of the AWARE system in about 2000, implemented some revisions to the system to make it compatible with the existing statewide network system in Nevada, and implemented the system, renamed RAISON (Rehabilitation Administration Information System Of Nevada) in 2003. Although the RAISON system is a modified version of AWARE, it retains the same design concepts, including those required for reporting in compliance with federal statutes and regulations. The state of Oregon approached Alliance Enterprises to develop the Vendor Contribution Assessment (VCA) software as an enhancement to the AWARE system to enable users to collect performance data regarding services purchased for VR clients from vendors, assess that data and develop a "report card" on the relative value/return on investment provided by each vendor based on criteria and weights provided by the using agency according to their state plan priorities, goals and strategies. Oregon is an AWARE user and they were able to enter into an agreement by which the State and Alliance worked collaboratively to develop the enhancement. Oregon was permitted to utilize Alliance as a sole source because it made sense to utilize the engineers and programmers from the foundation application in order to more quickly and inexpensively integrate the enhancement features. Oregon is the only state to have purchased the Vendor Contribution Assessment application and Nevada would be the second, with several other states, also AWARE users, reportedly in negotiations for it. Nevada has not found any other vendor who is marketing a similar software application and DETR's IDP unit has advised that the expense of hiring a programmer to replicate the functions of VCA would likely exceed the cost quoted by Alliance. In addition, IDP estimates it would take longer for programmers to write code to replicate VCA, to develop the reporting forms and mechanisms, to install the program, to validate the results and to maintain the system and provide periodic updates as needed. At this time, IDP does not have the staff available to commit to ongoing support and maintenance of a system developed in house. The subscription agreement with Alliance requires only minimal involvement of state employees in the VCA system.

I hope this additional information is response to your request. If you need anything further, please let me know and we'll be happy to provide it. Thank you for your assistance in this waiver request.

Maureen Cole, Administrator
Rehabilitation Division
Department of Employment, Training & Rehabilitation
1370 S. Curry Street
Carson City, NV 89703
Phone: (main) 775-684-4040
Phone: (direct) 775-684-4093
Fax: 775-684-4184
TTD/TTY: 775-684-8400
E-Mail: mkcole@nvdetr.org

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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: **13152**

Agency Name: REHABILITATION DIVISION	Legal Entity Name: NEVADA BROADCASTERS ASSOCIATION
Agency Code: 901	Contractor Name: NEVADA BROADCASTERS ASSOCIATION
Appropriation Unit: 3265-51	Address: ASSOCIATION
Is budget authority available?: No	City/State/Zip: 1050 E FLAMINGO RD STE S102 LAS VEGAS, NV 89119
If "No" please explain: Contingent upon 15 day approval of work programs C23284 and C23285.	Contact/Phone: Robert D Fisher 702/794-4994
	Vendor No.: T80990324
	NV Business ID: NV19941133658

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

<input checked="" type="checkbox"/> General Funds	21.30 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	78.70 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 1706-13-Rehab

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**
Contract term: **1 year and 120 days**

4. Type of contract: **Contract**
Contract description: **NBA/NCSA**

5. Purpose of contract:
This is a new contract to provide radio public service announcements to promote employment opportunities for Nevadans with disabilities and to offer assistance to employers in making reasonable accommodations to applicants/employees with disabilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**
Other basis for payment: Contractor will provide the services specified in paragraph five (5) at a cost of \$30,000 upon approval of the contract; \$30,000 to be paid upon approval of the scripts; and the remaining \$30,000 to be paid by June 30, 2012, not to exceed \$90,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Rehabilitation Division is in need of the opportunity to promote employment opportunities for Nevadans with Disabilities and to offer assistance to employers and is pursuant to rules and regulations promulgated by the Federal Communications Commission (FCC).

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

State employees do not have the expertise, time or the resources to provide these services.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120206

Approval Date: 02/16/2012

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

Nevada Broadcasters Association is considered a "Sole Source" provider per Federal Communications Commission (FCC) rules regarding Non-Commercial Sustaining Announcements (NCSA).

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 Broadcasters Association has partnered with Nevada State Agencies for the past 18 years. Current Non-Commercial Sustaining Announcement campaigns on the air in 2012 include the Nevada State Health Division, the Nevada Insurance Division and the Nevada Department of Transportation and performance has been satisfactory.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	02/28/2012 15:47:46 PM
Division Approval	mcol1	02/28/2012 15:51:59 PM
Department Approval	tnash	03/01/2012 10:23:49 AM
Contract Manager Approval	bfor1	03/01/2012 16:36:29 PM
Budget Analyst Approval	knielsen	03/06/2012 11:24:01 AM
BOE Agenda Approval	jburry	03/06/2012 14:04:31 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Purchasing Use Only:
120206

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: **Department of Employment, Training & Rehabilitation
Rehabilitation Division
Maureen Cole, Administrator
775-684-4040
mkcole@nvdetr.org**
- b. Vendor contact information:
**Nevada Broadcasters Association (NBA)
Robert D. Fisher, President and CEO
1050 E. Flamingo Road
Las Vegas, NV 89119
702-794-4994
RDFNBA@aol.com**
- c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
Radio and/or television public service announcements to promote employment opportunities for Nevadans with disabilities and to offer assistance to employers in making reasonable accommodations to applicants/employees with disabilities.
3. Describe the unique qualification required for the service or good to be purchased:
Nevada Broadcasters Association (NBA) provides Non-Commercial Sustaining Announcements (NCSAs) pursuant to rules and regulations promulgated by the Federal Communications Commission (FCC) which allow them to provide \$4.00 worth of airtime for \$1.00 charged to the purchasing agency. Other entities do not have the ability to provide NCSAs.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
Nevada Broadcasters Association must be considered a "Sole Source" provider per Federal Communications Commission (FCC) rules regarding Non-Commercial Sustaining Announcements (NCSA).
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
The Rehabilitation Division would lose the opportunity to reach employers and job seekers with disabilities regarding the benefits available to them through the services of the Division. Alternatively, the Division would pay four times as much or receive only one-fourth of the airtime if required to use another vendor.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
For the past eighteen years, Nevada state agencies have partnered with the NBA to produce important public

awareness campaigns. Current NCSA campaigns on the air in 2012 include the Nevada State Health Division, the Nevada Insurance Division and the Nevada Department of Transportation. In addition, other NCSA campaigns currently on the air include the United States Coast Guard and the Nevada Army National Guard. These agencies appear to have received satisfactory services.

- 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The reasonableness of the cost was determined through the satisfactory services received by other state agencies and the fact that the NBA can deliver \$4.00 of air time for the purchase price of \$1.00.
- 8. What is the estimated value and length of the contract, amendment or request? The estimated value of the contract will be \$90,000.00 for a fourteen (14) month contract term.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Rehabilitation Division, Department of
Employment, Training and
Rehabilitation

Requesting agency

hereby requests approval for

Nevada Broadcasters Association
(NBA)

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>M. Cole, Administration</i>	
	Agency Representative Initiating Request	Date February 15, 2012
X	<i>[Signature]</i>	
	Agency Head Authorizing Request	Date February 15, 2012

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

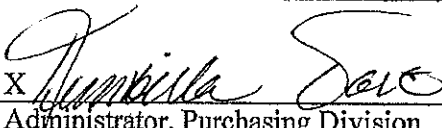
Signed:

X	- N/A -	
Reviewing Agency/Entity Signature		Date

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

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

Approving Authority:

X	 doo	2/16/12
Administrator, Purchasing Division		Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12227	Amendment Number: 1
Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: BOARD OF REGENTS-TMCC
Agency Code: 902	Contractor Name: BOARD OF REGENTS-TMCC
Appropriation Unit: 4770-16	Address: TMCC CONTROLLERS OFFICE
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89512-3999
If "No" please explain: Not Applicable	Contact/Phone: Marcia Hoch 775/673-7155
	Vendor No.: D35000812
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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

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

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/14/2011**
 Anticipated BOE meeting date **03/2012**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**
 Contract term: **4 years and 17 days**
 4. Type of contract: **Interlocal Agreement**
 Contract description: **DH-TMCC**

5. Purpose of contract:
This is the first amendment to the original contract, which provides ongoing education and counseling for displaced homemakers in the Washoe County Region of Nevada. This amendment increases the maximum amount from \$144,000 to \$186,924.73 due to fees that were received after expiration of the prior contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$144,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$42,924.73
4. New maximum contract amount:	\$186,924.73

II. JUSTIFICATION

7. What conditions require that this work be done?
Chapter 388 of the Nevada Revised Statutes mandates that centers be established for the education and counseling of displaced homemakers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Qualified personnel are not available to run these centers.

9. Were quotes or proposals solicited? **Yes**
 Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor has the best solution for the Washoe region of Nevada.

d. Last bid date: 03/22/2011 Anticipated re-bid date: 03/23/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

This contractor for this is Truckee Meadows Community College. Employees of TMCC will provide the staff for this contract as part of their usual duties.

12. 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 Regents-TMCC had been contracted with the Department of Employment, Training, and Rehabilitation until June, 2011 and performance was satisfactory.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/31/2012 08:27:10 AM
Division Approval	rolso1	01/31/2012 14:51:25 PM
Department Approval	tnash	01/31/2012 15:37:28 PM
Contract Manager Approval	bfor1	02/14/2012 08:44:43 AM
Budget Analyst Approval	knielsen	02/14/2012 13:20:09 PM
BOE Agenda Approval	jburry	02/23/2012 14:35:55 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12231	Amendment Number: 1
Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: HELP OF SOUTHERN NEVADA
Agency Code: 902	Contractor Name: HELP OF SOUTHERN NEVADA
Appropriation Unit: 4770-16	Address: DISPLACED HOMEMAKERS 1640 E FLAMINGO RD STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-5280
If "No" please explain: Not Applicable	Contact/Phone: Terrie J. D/Antonio 702/369-4357
	Vendor No.: T80351170
	NV Business ID: V19701000894

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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

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

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**
 Anticipated BOE meeting date **03/2012**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**
 Contract term: **4 years**
 4. Type of contract: **Contract**
 Contract description: **DH-HELP**

5. Purpose of contract:
This is the first amendment to the original contract, which provides ongoing education and counseling for displaced homemakers in the Southern Region of Nevada. This amendment increases the maximum amount from \$1,000,000 to \$1,308,277.62 due to fees that were received after the expiration of the prior contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$308,277.62
4. New maximum contract amount:	\$1,308,277.62

II. JUSTIFICATION

7. What conditions require that this work be done?
Chapter 388 of Nevada Revised Statutes mandates that centers be established for the education and counseling of displaced homemakers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Qualified personnel are not available to run these centers.

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):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This vendor offered the best solutions for the Southern region of Nevada.

d. Last bid date: 03/01/2011 Anticipated re-bid date: 01/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 under contract with the Department of Employment, Training and Rehabilitation since 2003 and has performed satisfactorily.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/31/2012 08:26:03 AM
Division Approval	rolso1	01/31/2012 14:43:21 PM
Department Approval	tnash	01/31/2012 15:38:08 PM
Contract Manager Approval	bfor1	02/14/2012 08:45:55 AM
Budget Analyst Approval	knielsen	02/14/2012 14:11:47 PM
BOE Agenda Approval	jburry	02/23/2012 14:35:21 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13067**

Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: JA SOLARI & PARTNERS LLC
Agency Code: 902	Contractor Name: JA SOLARI & PARTNERS LLC
	Address: 500 DAMONTE RANCH PKWY STE1008

Appropriation Unit: **4770-11**

Is budget authority available?: **Yes**

City/State/Zip: **RENO, NV 89521-5968**

If "No" please explain: Not Applicable

Contact/Phone: Noemi Allen 775-827-3550

Vendor No.: T27028301

NV Business ID: NV20111407891

To what State Fiscal Year(s) will the contract be charged? **2012**

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

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

Agency Reference #: PY11-AUDIT/SOLARI

2. Contract start date:

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

Anticipated BOE meeting date: 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2012**

Contract term: **120 days**

4. Type of contract: **Contract**

Contract description: **Solari-Audit**

5. Purpose of contract:

This is a new contract to provide ongoing annual fiscal audits of Nevadaworks and Workforce Connections for compliance with the Workforce Investment Act (WIA) program specific requirements for Adult, Dislocated Workers, and Youth.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$95,000.00**

Other basis for payment: Hourly rates of: Partner \$275/hr; Manager \$150/hr; Staff Accountant \$115/hr; Phase 1 estimated fees of \$65,000, subsequent phases (if necessary) estimated fee of \$30,000. The State will process payment when approved request for funds form is received and approved by the Department, normally once each month for the duration of the contract, with the contract amount not to exceed \$95,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

WIA Section 184(a) (4), 667.410(b) requires the State to conduct annual financial monitoring of all sub recipients to ensure proper use and accounting of all funds.

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

It is in the best interest of the Department for this review to be conducted by an Independent Certified Public Accounting firm with the required credentials to perform financial audits.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

Contractor is an experienced and established CPA firm in Nevada and is on the Legislative Counsel Bureaus list of approved single audit firms.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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:

J.A. Solari & Partners is currently under contract with the department's Rehabilitation Division and is performing satisfactorily.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	02/06/2012 14:26:09 PM
Division Approval	rolso1	02/06/2012 16:17:08 PM
Department Approval	rolso1	02/06/2012 16:17:11 PM
Contract Manager Approval	bfor1	02/07/2012 14:54:57 PM
Budget Analyst Approval	knielsen	02/13/2012 11:06:23 AM
BOE Agenda Approval	jburry	02/23/2012 10:18:26 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12228** Amendment Number: **1**
 Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **JOIN INC**
 Agency Code: **902** Contractor Name: **JOIN INC**
 Appropriation Unit: **4770-16** Address: **JOB OPPORTUNITIES IN NEVADA**
1005 TERMINAL WAY STE 202
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89502-2186**
 If "No" please explain: Not Applicable Contact/Phone: **Carolyn Wilson 775/785-6106**
 Vendor No.: **T81008286A**
 NV Business ID: **NV19961146437**

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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

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

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**
 Anticipated BOE meeting date **03/2012**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **DH-JOIN**

5. Purpose of contract:
This is the first amendment to the original contract, which provides ongoing education and counseling for displaced homemakers in the Northeastern and Western Region of Nevada. This amendment increases the maximum amount from \$124,000 to \$163,022.49 due to fees that were received after expiration of the prior contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$124,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$39,022.49
4. New maximum contract amount:	\$163,022.49

II. JUSTIFICATION

7. What conditions require that this work be done?
Chapter 388 of Nevada Revised Statutes mandates that centers be established for the education and counseling of displaced homemakers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Qualified personnel are not available to run these centers.

9. Were quotes or proposals solicited? **Yes**
 Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor has the best solution for the Northeast and Western regions of Nevada.

d. Last bid date: 03/22/2011 Anticipated re-bid date: 03/23/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 entity has been under contract with the Department of Employment, Training and Rehabilitation since 2003 and has performed satisfactorily.

13. Is the contractor currently involved in 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. The contractor is registered with the Nevada Secretary of State's Office as a:
Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	01/31/2012 08:26:34 AM
Division Approval	rolso1	01/31/2012 14:48:38 PM
Department Approval	tnash	01/31/2012 15:37:47 PM
Contract Manager Approval	bfor1	02/14/2012 08:40:57 AM
Budget Analyst Approval	cwatson	02/17/2012 14:47:26 PM
BOE Agenda Approval	jburry	02/23/2012 14:36:33 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13129**

Agency Name:	SILVER STATE HEALTH INSURANCE EXCHANGE	Legal Entity Name:	RL Carey Consulting
Agency Code:	960	Contractor Name:	RL Carey Consulting
Appropriation Unit:	1400-70	Address:	300 Commercial Street
Is budget authority available?:	Yes	City/State/Zip:	Boston, MA 02109
If "No" please explain:	Not Applicable	Contact/Phone:	Bob Carey 617-470-3614
		Vendor No.:	
		NV Business ID:	NV20121092731
To what State Fiscal Year(s) will the contract be charged?	2012-2013		

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/13/2012**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2012**Contract term: **201 days**4. Type of contract: **Contract**Contract description: **Bob Carey**

5. Purpose of contract:

This is a new contract for consulting services for the Silver State Health Insurance Exchange (SSHIX). This includes services related to health care reform implementation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$365,400.00**

Payment for services will be made at the rate of \$210.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

This is an emergency request pursuant to NAC 333.150(2)(c) for a short term contract due to the unforeseeable circumstance in which the relationship between Mr. Carey and the management at PCG deteriorated resulting in dissolution of the relationship and Mr. Carey's departure from the company. The emergency arises from the short time frame for the Exchange to be operational. The Center for Medicare and Medicaid Services (CMS) requires staffing levels, budgets, business plans, and other significant decisions regarding SSHIX prior to SSHIX's Level II Establishment Grant request due June 30, 2012. Additionally, CMS requires each state exchange to be certified by January 1, 2013 and to be operational by October 1, 2013. Many of the planning decisions require the expertise of an individual who has experience in health insurance exchanges. A four to six month delay in receiving consulting services would significantly undermine SSHIX's ability to receive funds, pass the certification and be operational by the deadlines imposed by CMS resulting in material damage to SSHIX and the State of Nevada and may result in the State's loss of control of the Exchange.

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

There are no state employees who have this knowledge.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120205

Approval Date: 02/14/2012

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

SSHIX will begin the competitive RFP process for consulting services and expects a long-term consulting contract to be in place on or around July 1, 2012. However, a four to six month delay in receiving consulting services would significantly undermine SSHIX's ability to receive funds, pass the certification and be operational by the deadlines imposed by CMS resulting in material damage to SSHIX and the State of Nevada and may result in the State's loss of control of the Exchange.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sderouss	02/21/2012 14:04:37 PM
Division Approval	sderouss	02/21/2012 14:04:39 PM
Department Approval	sderouss	02/21/2012 14:12:28 PM
Contract Manager Approval	sderouss	02/21/2012 14:12:32 PM
Budget Analyst Approval	nhovden	02/21/2012 14:55:16 PM
BOE Agenda Approval	jteska	02/21/2012 15:01:17 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

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

Purchasing Use Only:
120205

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Shawna DeRousse
Chief Operations Officer
Silver State Health Insurance Exchange
4126 Technology Way, Ste 100
Carson City, NV 89706
775-684-4011
Fax 775-684-4010
Call 775-781-2567
sderousse@exchange.nv.gov

- b. Vendor contact information:

Bob Carey
RLCarey Consulting
300 Commercial Street
Boston, MA 02109
r.l.carey@comcast.net
www.rlcareyconsulting.com
617-470-3614

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Consulting services for the Silver State Health Insurance Exchange (SSHIX). This includes services related to health care reform implementation. See the attached list of work product that may be undertaken.

3. Describe the unique qualification required for the service or good to be purchased:

The Division of Health Care, Financing and Policy (DHCFP) has maintained a contract and working relationship with Public Consulting Group, Inc. (PCG) since 2009 when they began working on a revision to the Medicaid PACAP, to review costs allocation plans and other duties. The contract was amended in 2010 to expand the scope of work to include services related to health care reform implementation. DHCFP agreed to this expansion of the contract's scope of work largely due to the experience of one of their key employees, Bob Carey, who was a former employee of the Massachusetts Commonwealth Health Insurance Connector Authority.

Bob Carey has been the main consultant from PCG since 2010 working with the Department of Health and Human Services, DHCFF and the new SSHIX staff, brought on board late in 2011. Unfortunately during the past six months, the relationship between Mr. Carey and the management at PCG deteriorated resulting in dissolution of the relationship and Mr. Carey's departure from the company. The sequence of events leading up to Mr. Carey's departure directly affected the work flow, quality and cost of projects and negatively impacted the SSHIX. PCG admits they lack the specific knowledge, experience and expertise that Mr. Carey has as a former employee of the Massachusetts Commonwealth Health Insurance Connector Authority. PCG has been attempting to bridge the gap related to expertise with the Health Insurance Exchange by significantly increasing the number of staff assigned to the Nevada account with corresponding increases in the number of man-hours required to complete each project. PCG's lack of expertise in health exchange related matters has resulted in a request to significantly increase the contract authority to ensure consulting services are available through the June 30, 2012 termination date.

SSHIX would like to contract directly with RLCarey Consulting to continue the work of the Exchange until long-term consulting services can be procured through the competitive RFP process. It is expected SSHIX will have a long-term consulting contract in place beginning on or around July 1, 2012. It should be noted that inquiries revealed that there may be only five former Massachusetts Connector employees with health insurance exchange experience who are currently consulting within the health care reform arena. It is likely that these former Massachusetts employees are fully engaged as there are potentially 50 states, the District of Columbia and six territories vying for consulting services related to health insurance exchanges.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: This is an emergency request pursuant to NAC 333.150(2)(c) for a short term contract due to the unforeseeable circumstance in which the relationship between Mr. Carey and the management at PCG deteriorated resulting in dissolution of the relationship and Mr. Carey's departure from the company. The emergency arises from the short time frame for the Exchange to be operational. The Center for Medicare and Medicaid Services (CMS) requires staffing levels, budgets, business plans, and other significant decisions regarding SSHIX prior to SSHIX's Level II Establishment Grant request due June 30, 2012. Additionally, CMS requires each state exchange to be certified by January 1, 2013 and to be operational by October 1, 2013. Many of the planning decisions require the expertise of an individual who has experience in health insurance exchanges. A four to six month delay in receiving consulting services would significantly undermine SSHIX's ability to receive funds, pass the certification and be operational by the deadlines imposed by CMS resulting in material damage to SSHIX and the State of Nevada and may result in the State's loss of control of the Exchange.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

SSHIX will begin the competitive RFP process for consulting services and expects a long-term consulting contract to be in place on or around July 1, 2012. However, a four to six month delay in receiving consulting services would significantly undermine SSHIX's ability to receive funds, pass the certification and be operational by the deadlines imposed by CMS resulting in material damage to SSHIX and the State of Nevada and may result in the State's loss of control of the Exchange.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

SSHIX will begin the competitive RFP process for consulting services and expects a long-term consulting contract to be in place on or around July 1, 2012. This contract is a short-term solution until a contract is procured through competitive means.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Mr. Carey's hourly rate while working through the PCG contract was billed at \$245 per hour. Through a direct contract, this price has been reduced significantly.

8. What is the estimated value and length of the contract, amendment or request?

a. New contract Y N 29 weeks (7 months) (March BOE -- September 30, 2012) \$365,400 (\$210/hr x 60 hrs/wk x 29 weeks) Inclusive of all travel costs.

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Silver State Health Insurance Exchange

RLCarey Consulting

hereby requests approval for

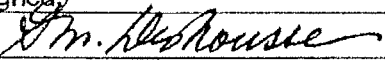
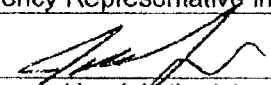
Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.


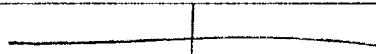
By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X		
	Agency Representative Initiating Request	Date 2/13/12
X		
	Agency Head Authorizing Request	Date 2/13/12

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	 N/A 	
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X		02/14/12
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11644** Amendment Number: **2**
 Agency Name: **LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **Paula Berkley and Associates**
 Agency Code: **BDC** Contractor Name: **Paula Berkley and Associates**
 Appropriation Unit: **B031 - All Categories** Address: **908 Nixon Ave.**
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89509**
 If "No" please explain: **Not Applicable** Contact/Phone: **Paula Berkley 775-323-7430**
 Vendor No.:
 NV Business ID: **NV20101464479**

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2010**

Anticipated BOE meeting date 03/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **2 years and 263 days**

4. Type of contract: **Contract**

Contract description: **Legislative Services**

5. Purpose of contract:

This is the second amendment to the original contract, which provides legislative bill tracking, representation and lobbying services for the Board of Occupational Therapy. This amendment extends to the termination date from June 30, 2012 to July 31, 2013 and increases the maximum amount from \$16,000 to \$48,500 due to the need for continued legislative services in preparation for and during the 2013 legislative session.

6. CONTRACT AMENDMENT

- 1. The maximum amount of the original contract: \$16,000.00
 - 2. Total amount of any previous contract amendments: \$0.00
 - 3. Amount of current contract amendment: \$32,500.00
 - 4. New maximum contract amount: \$48,500.00
- and/or the termination date of the original contract has changed to: 07/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 640A.100 provides the Board's authority for staffing and to establish the duties and payments.

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

NRS 640A.100 - The Board must obtain its own services, there are no employees of the board.

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

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

b. Solicitation Waiver: **Not Applicable**

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

This proposer received the highest evaluation based upon experience, cost and the needs of the Board.

d. Last bid date: 07/30/2010 Anticipated re-bid date: 06/30/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. 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 contracted for similar services with the Board of Physical Therapy Examiners and the Chiropractic Physicians Board. Performance has been verified as satisfactory.

13. Is the contractor currently involved in 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. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	b0310000	02/07/2012 10:27:25 AM
Division Approval	b0310000	02/07/2012 10:27:29 AM
Department Approval	b0310000	02/07/2012 10:27:35 AM
Contract Manager Approval	b0310000	02/07/2012 10:27:41 AM
Budget Analyst Approval	kkolbe	02/10/2012 13:28:30 PM
BOE Agenda Approval	jmurph1	02/17/2012 11:10:23 AM