

# POST

## \*\*\* NOTICE OF PUBLIC MEETING \*\*\*

### BOARD OF EXAMINERS

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

**VIDEOCONFERENCE:** Grant Sawyer State Office Building  
555 E. Washington Avenue, Ste. 5100  
Las Vegas, Nevada

**DATE AND TIME:** July 9, 2013 at 10:00 a.m.

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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.

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### AGENDA

**1. PUBLIC COMMENTS**

**\*2. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 11, 2013 BOARD OF EXAMINERS’ MEETING MINUTES**

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

**A. Department of Taxation – \$78,390**

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 four refund requests totaling \$78,390. This results in a remaining balance of \$567,978 in mining claim funds eligible for reimbursement.

**\*4. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

The 2011 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2013 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1130	Controller’s Office	\$10,129	
	<b>Total</b>	<b>\$10,129</b>	

**\*5. FOR POSSIBLE ACTION – TORT CLAIM**

**A. Gypsum Resources, LLC – TC 16567  
Amount of Claim - \$920,000**

**\*6. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions and revisions in the following Chapters:

- A. 0330 – Department of Administration – State Public Works Division – Minor Remodeling, Repair, and Maintenance Contracts**
- B. 0326 – Department of Administration – Board of Examiners – Independent Contracts Not Requiring Board of Examiners’ Review**
- C. 0328 – Department of Administration – Board of Examiners – Lease Contracts**

- D. 0338 – Department of Administration – Purchasing – Solicitation Requirements**
- E. 0504 – Department of Administration – State Public Works Division – Insurance and Self-Insurance**
- F. 1000 – Department of Administration – State Public Works Division – Name Change from Buildings and Grounds to State Public Works Division**
- G. 1002 – Department of Administration – State Public Works Division – Serving the Capitol**
- H. 1004 – Department of Administration – State Public Works Division – Scope of Services**
- I. 1006 – Department of Administration – State Public Works Division – Procedure for Service**
- J. 1012 – Department of Administration – State Public Works Division – Maintenance, General**
- K. 1016 – Department of Administration – State Public Works Division – Craft Services**
- L. 1018 – Department of Administration – Nevada State Library and Archives – Mail Services**
- M. 1020 - Department of Administration – State Public Works Division – Leases**
- N. 1022 - Department of Administration – State Public Works Division – Rent Charges for State Owned Buildings**
- O. 1024 - Department of Administration – State Public Works Division – Office Space**
- P. 1026 - Department of Administration – State Public Works Division – Protection of State Property**
- Q. 1028 - Department of Administration – State Public Works Division – Energy Conservation**
- R. 1030 - Department of Administration – State Public Works Division – Energy Information and Assistance**
- S. 1900 - Department of Administration – State Public Works Division – Name Change from Public Works Board to Public Works Division**

- T. 1902 - Department of Administration – State Public Works Division – General**
- U. 1904 - Department of Administration – State Public Works Division – Capital Improvement Program**
- V. 1906 - Department of Administration – State Public Works Division – New Construction**
- W. 1908 - Department of Administration – State Public Works Division – Remodeling, Repairs, and Maintenance**
- X. 1910 - Department of Administration – State Public Works Division – Acceptance of Grants and Contracts**
- Y. 1912 - Department of Administration – State Public Works Division – Inspection of State Buildings**
- Z. 1914 - Department of Administration – State Public Works Division – Building Official Role**
- AA. 1916 - Department of Administration – State Public Works Division – Emergency Contract Authority**
- BB. 2404 - Department of Administration – Division of Internal Audits – Implementation of Legislative Audit Recommendations**
- CC. 2508 - Department of Administration – Budget Division – Budget Preparation**
- DD. 2514 - Department of Administration – State Public Works Division – Operation and Maintenance for Capital Improvements**
- EE. 2542 - Department of Administration – Department of Human Resource Management – Position Control**
- FF. 3708 - Department of Administration – Department of Human Resource Management – Unemployment Compensation Assessment**

**\*7. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Board of Professional Engineers and Surveyors (Reno)	Reno Airport, LLC.	\$146,660.40
	<b>Lease Description:</b> This is an extension of an existing lease which has been negotiated to house the Board of Professional Engineers and Surveyors. <b>Term of Lease:</b> 07/01/2013 – 06/30/2016		
2.	Department of Employment, Training and Rehabilitation – JobConnect (Las Vegas)	William Coleman Investments, LLC.	\$778,824
	<b>Lease Description:</b> This is an extension of an existing lease and an addition to current facilities which has been negotiated to house the Department of Employment, Training and Rehabilitation - JobConnect. <b>Term of Lease:</b> 08/01/2013 – 07/31/2017		
3.	Department of Health and Human Services – Division of Aging and Disability (Las Vegas)	DRAPS-AZ, LLC.	\$3,355,914.24
	<b>Lease Description:</b> This is an extension of an existing lease and an addition to current facilities which has been negotiated to house the Department of Health and Human Services – Division of Aging and Disability. <b>Term of Lease:</b> 08/01/2013 – 09/30/2023		
4.	Department of Health and Human Services – Health Division – Office of Informatics and Technology (Las Vegas)	WBCMT-2007-C33 Charleston Boulevard, LLC.	\$151,124.70
	<b>Lease Description:</b> This is a new location which has been negotiated to house the Department of Health and Human Services – Health Division – Office of Informatics and Technology. <b>Term of Lease:</b> 08/01/2013 – 10/31/2018		
5.	Nevada State Controller’s Office (Carson City)	Leftwich Family Trust.	\$396,373.44
	<b>Lease Description:</b> This is a new location which has been negotiated to house the Nevada State Controller’s Office. <b>Term of Lease:</b> 08/01/2013 – 08/31/2023		
6.	Public Utilities Commission (Carson City)	Sierra Medical Complex, LP.	\$4,084,067.76
	<b>Lease Description:</b> This is an extension of an existing lease which has been negotiated to house Public Utility Commission. <b>Term of Lease:</b> 07/01/2013 – 06/30/2023		
7.	Silver State Health Exchange (Henderson)	Henderson Beltway, LLC.	\$182,733.25
	<b>Lease Description:</b> This is a new location which has been negotiated to house the Silver State Health Exchange. <b>Term of Lease:</b> 08/01/2013 – 07/31/2018		

**\*8. FOR POSSIBLE ACTION – RENTAL AGREEMENTS**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Employment, Training and Rehabilitation (7,680 sq. ft. - Carson City)	4801 Riverbend, LLC, dba 5 <sup>th</sup> Street Storage	\$31,334.40
	<b>Rental Agreement Description:</b>	This is a new rental agreement which has been negotiated to house equipment, furniture and current forms. Term of Lease: 07/01/2013 – 06/30/2015	
2.	Department of Employment, Training and Rehabilitation (6,000 sq. ft. - Carson City)	4801 Riverbend, LLC, dba 5 <sup>th</sup> Street Storage	\$24,480
	<b>Rental Agreement Description:</b>	This is a new rental agreement which has been negotiated to house equipment, furniture and current forms. Term of Lease: 07/01/2013 – 06/30/2015	

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

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	LAS VEGAS, CITY OF	FEE: REVENUE CONTRACT FOR COST SHARING OF VINE SYSTEM	\$80,000	
	<b>Contract Description:</b>	This is a new revenue interlocal contract to provide for the newly implemented Automated Victim Information and Notification System. The public safety entities that utilize this system will cost share with the Office of the Attorney General. Term of Contract: 07/01/2013 - 06/30/2017 Contract # 14555				
2.	040	SECRETARY OF STATE'S OFFICE - HAVA ELECTION REFORM	DOMINION VOTING SYSTEMS, INC.	GENERAL 5% FEDERAL 95%	\$1,485,000	EXEMPT
	<b>Contract Description:</b>	This is a new contract to continue to meet federal requirements set forth in the Help America Vote Act of 2002, specifically Section 301, which requires the use of correctable and verifiable voting systems that notify voters of selection errors. This contract provides for the purchase of additional and replacement equipment and to ensure ongoing custom support and maintenance from the vendor whose equipment and services are used exclusively state-wide for all federal and state elections. Term of Contract: 07/16/2013 - 08/15/2015 Contract # 14584				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
3.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	RENO TAHOE FRANCHISING, INC.	FEE: BUILDING RENT INCOME FEES	\$5,940	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides ongoing janitorial services to the Division of Welfare and Supportive Services, located at 630 Greenbrae, Sparks, Nevada. This amendment extends the termination date from July 31, 2013 to October 31, 2013 and increases the amount from \$7,920 to \$13,860 due to the continued need for these services.				
		Term of Contract:	05/06/2013 - 10/31/2013	Contract # 14200		
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - PRISON 05 CIP PROJECTS	AUSENCO PSI, LLC.	BONDS	\$98,462	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide professional architectural/engineering services for door controls and fire door replacements at the Florence McClure Women's Correctional Center; Project No. 07-M24; Contract No. 72794.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14548		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - 2011 STATEWIDE CIP-NON-EXEC	CONVERSE PROFESSIONAL GROUP	OTHER: TRANSFER FROM RISK MANAGEMENT	\$10,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide on-call asbestos and mold testing services for state owned and leased facilities on an as needed basis; Project No. 11-S06; contract No. 74685.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 14549		
6.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	AINSWORTH ASSOCIATES	OTHER: VARIES DEPENDING ON PROJECT	\$10,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide ongoing professional mechanical/electrical plan checking services on capital improvement projects as required. SPWD Contract No. 75636				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14573		
7.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	AZTECH MATERIALS TESTING	OTHER: VARIES DEPENDING ON PROJECT	\$100,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide professional materials testing and inspection services for capital improvement projects as required.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14553		
8.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	GML ARCHITECTS, LLC.	OTHER: VARIES DEPENDING ON PROJECT	\$100,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide accessibility plan checking services for capital improvement project as required. Contract No. 74727.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14547		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	HARRIS CONSULTING ENGINEERS	OTHER: VARIES DEPENDING ON PROJECT	\$100,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide ongoing mechanical/electrical plan checking services for capital improvement projects on an as needed basis. SPWD Contract No. 75633.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14565		
10.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	INTERNATIONAL COMMISSIONING	OTHER: VARIES DEPENDING ON PROJECT	\$100,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide ongoing third party commissioning services for capital improvement projects, as required. SPWD Contract No. 75647				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14570		
11.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	TMCX SOLUTIONS, LLC.	OTHER: VARIES DEPENDING ON PROJECT	\$100,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide professional third party commissioning services for capital improvement projects on an as needed basis. SPWD Contract No. 75649.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14554		
12.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - COMPUTER FACILITY	SIRIUS COMPUTER SOLUTIONS, INC.	FEE:	\$15,000	
	<b>Contract Description:</b>	This is a new contract to provide review and analysis of the management and technical controls of the state's mainframe environment; provide recommendations for advanced network encryption services; and provide assistance to implement secure data transfer.				
		Term of Contract:	Upon Approval - 12/31/2013	Contract # 14476		
13.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - COMPUTER FACILITY	SWITCH COMMUNICATIONS GROUP	FEE: USER FEES	\$1,000,000	SOLE SOURCE
	<b>Contract Description:</b>	This is a new contract to continue hub and secure data hosting for the state. This facility provides communication redundancies and bandwidth for Southern Nevada State agencies. It also houses the state's disaster recovery equipment for the State Computing Facility in Carson City.				
		Term of Contract:	07/01/2013 - 06/30/2017	Contract # 14401		
14.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - DATA COMMUNICATIONS & NETWORK ENGINEERING	EUREKA COUNTY TREASURER	OTHER: REVENUE CONTRACT	\$15,468	
	<b>Contract Description:</b>	This is a new intrastate interlocal revenue contract for continued SilverNet Internet services for Eureka County.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14522		



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	LINCOLN, COUNTY OF	OTHER: REVENUE CONTRACT	\$16,265	
	<b>Contract Description:</b>	This is a new revenue contract for continued rack space rental service at Highland Peak in Lincoln County.				
		<b>Term of Contract:</b>	07/01/2013 - 06/30/2017	<b>Contract # 14472</b>		
16.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	NGP BLUE MOUNTAIN I, LLC.	OTHER: REVENUE CONTRACT	\$95,394	
	<b>Contract Description:</b>	This is a new revenue contract to continue providing rack space and DS1 circuit rental at Winnemucca Mountain in Humboldt County.				
		<b>Term of Contract:</b>	07/01/2013 - 06/30/2017	<b>Contract # 14545</b>		
17.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	ORMAT NEVADA, INC.	OTHER: REVENUE CONTRACT	\$153,568	
	<b>Contract Description:</b>	This is a new revenue contract for continued rack space and DS1 use services at Austin Summit in Lander County.				
		<b>Term of Contract:</b>	07/01/2013 - 06/30/2017	<b>Contract # 14473</b>		
18.	305	NEVADA DEPARTMENT OF EDUCATION - STATE PUBLIC CHARTER SCHOOL AUTHORITY	INFINITE CAMPUS, INC.	FEE: FEES RECEIVED FROM OPERATIONAL CHARTER SCHOOLS	\$38,620	EXEMPT
	<b>Contract Description:</b>	This is a new contract to provide a Student Information System (SIS) for five new charter schools beginning operation in fall, 2013. NRS 386.650 requires each school district to: (a) Adopt and maintain a program for the collection, maintenance and transfer of data from the records of individual pupils to the State automated system of information (b) Provide to the department electronic data concerning pupils as required by the Superintendent of Public Instruction (c) Ensure that an electronic record is maintained in accordance with subsection 3 of NRS 386.655.				
		<b>Term of Contract:</b>	07/10/2013 - 07/09/2014	<b>Contract # 14513</b>		
19.	332	DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY	BRAINFUSE, INC.	FEDERAL	\$276,000	
	<b>Contract Description:</b>	This is a new contract to provide online learning services that go beyond database periodicals and online broad coverage encyclopedias to be used statewide and remotely by libraries in Nevada and their users. The resources offer such items as one-to-one homework help, state-aligned skills building, test preparation, writing assistance, practice tests, exercises, skill-building courses; eBooks to assist with learning or skill building; and semantic web capabilities including Web 3.0, Library 3.0 and linked data.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2015	<b>Contract # 14479</b>		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	332	DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY	CENGAGE LEARNING	GENERAL	\$240,000	
	<b>Contract Description:</b>	This is a new contract to provide curriculum-based databases which are subject-specific or content-oriented for use by students and libraries in Nevada that support Common Core Standards and Nevada's K-12 curriculum based on national and/or Nevada standards. These computerized, web-accessible databases create a bridge between the library and classroom by providing K-12 students with current and informative research and/or resources that address curriculum core content and framework strands. They offer online access to full text content and are oriented to the needs of K-12 library users; provide content standard searching and lesson planning; help instructors explore resources available in libraries; expand classroom activities with current newspaper and magazine articles, reader's advisory, e-books, multimedia content, primary source documents, and links to educational websites.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	Contract # 14507			
21.	332	DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY	EBSCO INDUSTRIES, INC. DBA EBSCO SUBSCRIPTION SERVICES	FEDERAL	\$600,000	
	<b>Contract Description:</b>	This is a new contract to provide ongoing computerized, web-accessible general periodical databases to be used statewide in school, academic, special and public libraries, and through remote access. General periodical databases provide electronic access to organized collections of articles on a wide range of subject areas in popular magazines, newspapers, larger subject magazines and professional or scholarly journals that are published periodically; offer online access to full text interest periodicals and are oriented to the needs of library users.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	Contract # 14503			
22.	332	DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY	EBSCO INDUSTRIES, INC. DBA EBSCO SUBSCRIPTION SERVICES	FEDERAL	\$189,000	
	<b>Contract Description:</b>	This is a new contract to provide curriculum-based databases which are subject-specific or content-oriented for use by students and libraries in Nevada that support Common Core Standards and Nevada's K-12 curriculum based on national and/or Nevada standards. These computerized, web-accessible databases create a bridge between the library and classroom by providing K-12 students with current and informative research and/or resources that address curriculum core content and framework strands. They offer online access to full text content and are oriented to the needs of K-12 library users; provide content standard searching and lesson planning; help instructors explore resources available in libraries; expand classroom activities with current newspaper and magazine articles, reader's advisory, e-books, multimedia content, primary source documents, and links to educational websites.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	Contract # 14508			
23.	332	DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY	WORLD BOOK, INC.	GENERAL	\$180,912	
	<b>Contract Description:</b>	This is a new contract to provide computerized, web-accessible K-12 curriculum-based encyclopedias to be used statewide by students and libraries in Nevada and that support Common Core Standards and Nevada's K-12 curriculum based on national and/or Nevada standards.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2015	Contract # 14475			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
24.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - INDIGENT SUPPLEMENTAL ACCOUNT	NEVADA ASSOC. OF COUNTY COMMSNR.	OTHER: COUNTY FEES	\$120,000	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement with the Nevada Association of Counties to provide program administration on behalf of the Board of Trustees on the Fund for Hospital Care for Indigent Persons. The duties include review and verification of hospital applications for reimbursement by the fund, to maintain a system of records for the board and to design and conduct programs of information and training for county units of government.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14537		
25.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	CLARK COUNTY DEPARTMENT OF FAMILY SERVICES	OTHER: COUNTY/FEDERAL MATCH	\$697,385	
	<b>Contract Description:</b>	This is the first amendment to the original contract to continue ongoing services to obtain and pass through Title XIX federal funding for Targeted Case Management. This amendment increases the maximum amount from \$2,871,517.50 to \$3,568,902.70 and adds language to the scope of work to provide administrative services cost recovery to the county.				
		Term of Contract:	07/01/2009 - 06/30/2014	Contract # 11050		
26.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	WILLIAM NEAL EVANS MD LTD. DBA CHILDRENS HEART CENTER NV	FEDERAL	\$713,250	
	<b>Contract Description:</b>	This is a new contract to provide enrollment services in a comprehensive incentive-based program to overweight children at risk of heart disease. The enrollment process includes obtaining informed consent from participants and distributing program materials to participants. The incentive program awards points according to participant's program achievements including reduced cholesterol and blood lipid levels and behavioral changes. Incentive points may be redeemed for rewards offered by the Medicaid Incentive for Prevention of Chronic Disease grant program.				
		Term of Contract:	02/01/2013 - 12/31/2014	Contract # 14526		
27.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNICABLE DISEASES	CATAMARAN	FEDERAL	\$30,405,519	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide ongoing Pharmacy Benefit Manager services that administer claims and allow reimbursement of dispensing fees for AIDS Drug Assistance Program pharmacies throughout Nevada for services directly related to Ryan White Part B clients.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14498		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
28.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - HEALTH FACILITIES HOSPITAL LICENSING	NEVADA STATE BOARD OF NURSING	FEDERAL	\$441,000	
	<b>Contract Description:</b>	This is a new interlocal agreement that continues ongoing reviews and approvals of qualified training programs as well as a competency evaluation program for Nursing Assistant programs, in compliance with federal regulations; develops and maintains a registry of nursing assistants employed in nursing facilities and home health agencies; investigates all reported complaints of physical abuse or neglect, mental abuse and/or misappropriation of property by a nursing assistant; notifies the Health Division of investigations and disciplinary actions, if any; enters findings of abuse, neglect or misappropriation and any rebuttals submitted to those findings in the registry as directed by the Health Division; provides quarterly reports in accordance with Federal regulations to the Health Division pertaining to the number of nursing assistants in the State of Nevada and the number of investigations referred to the Health Division.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	<b>Contract # 14323</b>			
29.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES	HUMBOLDT, COUNTY OF	OTHER: REVENUE	\$231,898	
	<b>Contract Description:</b>	This is a new revenue contract that continues to promote individual and family health in the county utilizing the state's community health nurses. Services will include testing, screening and treatment of tuberculosis and sexually transmitted diseases, as necessary.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	<b>Contract # 14477</b>			
30.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES	LINCOLN, COUNTY OF	OTHER: REVENUE	\$58,042	
	<b>Contract Description:</b>	This is a new revenue contract that continues to promote individual and family health in the county utilizing the state's community health nurses. Services will include testing, screening and treatment of tuberculosis and sexually transmitted diseases, as necessary.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	<b>Contract # 14480</b>			
31.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	DELOITTE CONSULTING LLP.	GENERAL 4% FEDERAL 96%	\$1,000,000	
	<b>Contract Description:</b>	This is the third amendment to the original contract to develop and implement the Health Care Reform Eligibility Engine, which is a business rules engine that will store all of the eligibility rules for the State of Nevada's publicly-subsidized health coverage programs in one place and will be accessible to individuals shopping for health coverage from multiple entry points, such as the Silver State Health Insurance Exchange as mandated by the Affordable Care Act. This amendment increases the maximum amount from \$24,761,639.35 to \$25,761,639.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Orders 004-B, 007 and 014 to update the deliverables due to new Centers for Medicare & Medicaid Services requirements.				
	<b>Term of Contract:</b>	07/01/2012 - 09/30/2016	<b>Contract # 13439</b>			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	SYCOMP	GENERAL 4% FEDERAL 96%	\$59,000	
	<b>Contract Description:</b>	This is a new contract to provide installation and configuration services to install a new IBM PureFlex System for disaster recovery and setup storage replication. PureFlex System is a complex multiplatform computing environment that includes: networking, storage and computing power into a single rack with a single management interface for all components. This system will provide disaster recovery capability in the event the main data center system supporting the Health Care Reform Eligibility Engine has a catastrophic failure and cannot be restored to full operation within 72 hours. This will allow the state to continue to process eligibility determinations of applications for health coverage under Health Care Reform.				
	<b>Term of Contract:</b>	Upon Approval - 10/31/2013	Contract # 14556			
33.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - TANF	DEPT. OF EMPLOYMENT TRAINING	FEDERAL	\$80,000	
	<b>Contract Description:</b>	This is a new interlocal agreement, which continues to provide vocational assessment testing used to identify possible learning disabilities, employment interests and aptitudes of the Temporary Assistance for Needy Families New Employees of Nevada (NEON) eligible participants. This results in the participants being placed in the appropriate NEON activity that will allow them to reach their highest level of self-sufficiency.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14288			
34.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	ALARMCO, INC.	GENERAL	\$55,000	SOLE SOURCE
	<b>Contract Description:</b>	This is a new contract to provide ongoing services that include monitoring and maintenance to existing alarm systems in all buildings on the Southern Nevada Adult Mental Health Services campus. This contract also provides for installment of additional alarms in the administrative building on the West Charleston campus to provide ongoing monitoring and maintenance.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14505			
35.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	CASAS CONSTRUCTION-ELECTRIC, INC	GENERAL	\$29,950	
	<b>Contract Description:</b>	This is a new contract to provide ongoing electrical system maintenance service to the various buildings on the campus of Southern Nevada Adult Mental Health Services.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2015	Contract # 14527			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
36.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	AUTOMATED TEMPERATURE CONTROLS	GENERAL	\$40,000	EXEMPT
		<b>Contract Description:</b>	This is a new contract that continues ongoing on-site service work to diagnose and review Zone HVAC controls and train Northern Nevada Adult Mental Health Services and Lake's Crossing Center maintenance staff for computer controlled HVAC systems.			
		<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14469		
37.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	BOARD OF REGENTS - UNR	GENERAL	\$19,300	
		<b>Contract Description:</b>	This is a new interlocal agreement that continues ongoing QuantoFeron-TB tests on Northern Nevada Adult Mental Health Services (NNAMHS) and Lake's Crossing Center (LCC) consumers at the request of authorized NNAMHS/LCC personnel.			
		<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14533		
38.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	COMMUNITY HEALTH ALLIANCE	GENERAL	\$95,000	PROFESSIONAL SERVICE
		<b>Contract Description:</b>	This is a new contract that continues ongoing emergency dental care for clients, including but not limited to: dental examinations, x-rays, emergency extractions and surgical extractions, fillings, crowns, dentures and denture repairs for Northern Nevada Adult Mental Health Services and Lake's Crossing Center.			
		<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14491		
39.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	RF MACDONALD CO.	GENERAL	\$41,800	EXEMPT
		<b>Contract Description:</b>	This is a new contract that continues ongoing inspection, annual cleaning and preventive maintenance of on-site boilers at Northern Nevada Adult Mental Health Services and Lake's Crossing Center.			
		<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14466		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
40.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - DESERT REGIONAL CENTER	CUSTOM HOMES BY CHATEAU, LLC.	GENERAL 50.2% FEDERAL 49.8%	\$14,975	
	<b>Contract Description:</b>	This is a new contract to replace and reinforce three shower surrounds in one residential building at Desert Regional Center. The scope of work includes the removal and disposal of the existing damaged shower surrounds, replacement and reinforcement of wall boards where needed and the installation of new surrounds, coves, window sills and trim. The contract also includes the reinstallation of grab bars and the removal of all trash and debris.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2015	Contract # 14525		
41.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - DESERT REGIONAL CENTER	NEVADA FAMILY PRACTICE RES PRO	GENERAL 50.2% FEDERAL 49.8%	\$130,000	
	<b>Contract Description:</b>	This is a new interlocal agreement that continues ongoing psychiatric evaluations for people who exhibit severe maladaptive behaviors and mental illness, and require psychotropic medication(s). The contractor will recommend modes of behavior programs to be used, and/or prescribe the use of appropriate medications and also provide professional consultation to medical and non-medical staff and monitor the psychiatric needs of the people served by Desert Regional Center.				
		<b>Term of Contract:</b>	07/01/2013 - 07/31/2015	Contract # 14531		
42.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SIERRA REGIONAL CENTER	BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION	GENERAL	\$53,856	
	<b>Contract Description:</b>	This is a new interlocal agreement that continues ongoing services with the University of Nevada Reno Psychology Department, Clinical Psychology, to provide one psychology extern to perform counseling and evaluations for people served under the supervision of Sierra Regional Center licensed psychologists.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2015	Contract # 14365		
43.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SIERRA REGIONAL CENTER	BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION	GENERAL	\$53,856	
	<b>Contract Description:</b>	This is a new interlocal agreement that continues ongoing services with the University of Nevada Reno Psychology Department, Behavior Analysis, to provide one psychology extern to perform behavioral analysis and evaluations for people served under the supervision of Sierra Regional Center licensed psychologists.				
		<b>Term of Contract:</b>	07/09/2013 - 06/30/2015	Contract # 14486		
44.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - RURAL CLINICS	TUELLER, QUINTIN	GENERAL	\$10,600	
	<b>Contract Description:</b>	This is a new contract that continues ongoing janitorial services for the Lovelock Mental Health Center. The purpose is to provide a clean and sanitary facility for consumers and employees.				
		<b>Term of Contract:</b>	07/11/2013 - 06/30/2015	Contract # 14529		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
45.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - JUVENILE CORRECTIONAL FACILITY	RITE OF PASSAGE ADOLESCENT TREATMENT CENTERS AND SCHOOLS, INC.	GENERAL	\$11,568,677	
	<b>Contract Description:</b>	This is a new contract to provide management and maintenance of the Summit View Youth Correctional Center located in Las Vegas. Contractor will provide safety and security of juveniles, substance abuse treatment, mental health treatment, psychological services, medication management, suicide prevention, sex offender treatment, education remediation, skill enhancement, vocational training, recreation, medical care, and community re-entry preparation and programming. The facility will be used for youth, who through the assessment and classification process performed by the state, are too severe to be referred to existing state-operated facilities.				
		Term of Contract:	Upon Approval - 09/30/2017	Contract # 14575		
46.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	A1 NATIONAL FIRE CO, INC.	GENERAL	\$42,480	
	<b>Contract Description:</b>	This is a new contract that continues ongoing maintenance, repair, cleaning, and inspection of all fire prevention systems and kitchen hood systems at the Caliente Youth Center.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14524		
47.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	CAMELOT CARE CENTERS, INC.	GENERAL 62.5% FEDERAL 37.5%	\$41,749	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides new therapeutic care for one child living outside the state of Nevada within the court ordered placement at negotiated rates within the facility providing the therapeutic care for these youth. The division has the legal responsibility to provide services to children within our custody with emotional and behavioral problems with a safe environment with a permanency plan for adoption.				
		Term of Contract:	09/01/2012 - 08/31/2014	Contract # 13255		
48.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	RENO PSYCHIATRIC ASSOCIATES	GENERAL	\$150,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing psychiatric services for youth at Nevada Youth Training Center.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 14374		
49.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	WEST COAST IMAGING SERVICE & SUPPLIES, INC.	GENERAL	\$135,494	
	<b>Contract Description:</b>	This is a new contract that continues ongoing regularly scheduled preventative maintenance and cleaning of medical and dental x-ray equipment and processors.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14487		



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
50.	440	DEPARTMENT OF CORRECTIONS - THREE LAKES VALLEY CONSERVATION CAMP	CARRIER CORPORATION	GENERAL	\$13,920	
	<b>Contract Description:</b>	This is a new contract that continues ongoing annual preventative maintenance inspections on the chiller at Three Lakes Valley Conservation Camp.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14443		
51.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	EMCOR SERVICES	OTHER: COST ALLOCATION	\$18,128	
	<b>Contract Description:</b>	This is a new contract to provide ongoing preventative maintenance service for the HVAC system for both department buildings in Sparks Nevada.				
		Term of Contract:	Upon Approval - 05/31/2015	Contract # 14351		
52.	690	COLORADO RIVER COMMISSION	PIERCY BOWLER TAYLOR & KERN	OTHER: POWER AND WATER SALES REVENUES	\$261,280	
	<b>Contract Description:</b>	This is a new contract to provide continuing annual professional auditing services of the financial records of the Commission and provide an audit opinion on the Comprehensive Annual Financial Report of the Commission in conformance with Governmental Auditing Standards; to provide an annual audit of the Silver State Energy Association; and to provide an annual review of the Commission's internal controls as requested by the Nevada State Controller.				
		Term of Contract:	07/11/2013 - 06/30/2015	Contract # 14516		
53.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP-Non-Exec	DEPARTMENT OF INTERIORS	OTHER: Q-1 BOND FUNDING	\$70,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide a land survey required for the transfer of 6,281 acres of land from White Pine County to the State of Nevada under the terms of the White Pine County Lands Bill. The land will become part of the Steptoe Valley Wildlife Management Area (SVWMA). The habitats of SVWMA support an abundance of fish and wildlife that contribute significantly to the biological diversity of eastern Nevada. The planned land acquisition will approximately double the size of the SVWMA, creating a much larger protected habitat for fish and wildlife.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14490		
54.	702	DEPARTMENT OF WILDLIFE - HABITAT	NEVADA DIVISION OF FORESTRY	FEE: HABITAT CONSERVATION FEES 51% OTHER: HERITAGE AND DONATIONS 27% FEDERAL 22%	\$100,000	
	<b>Contract Description:</b>	This is the first amendment to the original interlocal agreement, which provides conservation services (including habitat restoration and improvement) for the department by the Nevada Division of Forestry as agreed upon on a project basis in order to preserve or improve wildlife habitat in the State of Nevada. Continuing services include removal of invasive trees, fence repairs, seeding, wetland restoration and controlled burns. Services also include an emergency airlift of water to two water developments on Bare Mountain (estimated cost \$35,000). These water units are located in an area where very little precipitation has fallen this past year. A large number of bighorn sheep have become dependent on these water developments. This amendment extends the termination date from March 12, 2014 to March 12, 2015, and increases the maximum amount from \$60,000 to \$160,000 due to the emergency water haul and the ongoing need for conservation projects.				
		Term of Contract:	03/13/2012 - 03/12/2015	Contract # 13059		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
55.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - USGS CO-OP-Non-Exec	U.S. GEOLOGICAL SURVEY	OTHER: PASS THROUGH FUNDS	\$55,700	
	<b>Contract Description:</b>	This is a new cooperative agreement to support the ongoing operations and maintenance of a stream flow gaging station on Maggie Creek and a crest stage gate on Simon Creek. Discharge data is collected, reviewed and made available, upon request, through an annual publication: "Water-Resources Data - Nevada."				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	Contract # 14530			
56.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES	U.S. GEOLOGICAL SURVEY	GENERAL 57% FEDERAL 43%	\$75,740	
	<b>Contract Description:</b>	This is a new cooperative agreement to provide a monitoring program for the South Fork of the Humboldt River consisting of two stream flow gages and data collection platforms.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	Contract # 14485			
57.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES	U.S. GEOLOGICAL SURVEY	GENERAL 57% FEDERAL 43%	\$713,462	
	<b>Contract Description:</b>	This is a new cooperative agreement for the operation and maintenance of a stream flow gaging network; groundwater level data collection; data entry and review; and publication of the data to the internet as an annual publication.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2015	Contract # 14493			
58.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY - FOREST FIRE SUPPRESSION	TIMKEN ALCOR AEROSPACE TECHNOLOGIES DBA TIMKEN OVERHAUL SERVICES	OTHER: FIRE REIMBURSEMENT FUNDS	\$400,000	
	<b>Contract Description:</b>	This is a new contract to provide ongoing helicopter engine repair services for the division. The division operates three (3) UH-1H surplus military helicopters for state wild-land fire protection. According to federal classification guidelines, these aircraft are considered emergency equipment for the protection of life and property. The Federal Aviation Administration requires that all emergency aircraft/equipment be under a recurring maintenance program to insure air worthiness.				
	<b>Term of Contract:</b>	07/10/2013 - 06/30/2017	Contract # 14514			
59.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY DIVISION All Budget Accounts	CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT	OTHER: COUNTY FIRE PROTECTION DISTRICT FUNDS	\$25,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, under which the Nevada Division of Forestry and Central Lyon County Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	Contract # 14566			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
60.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY DIVISION All Budget Accounts	EAST FORK FIRE AND PARAMEDIC DISTRICTS	OTHER: FIRE AND PARAMEDIC DISTRICT FUNDS	\$180,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, under which the Nevada Division of Forestry and East Fork Fire and Paramedic Districts will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	<b>Contract # 14587</b>			
61.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY DIVISION All Budget Accounts	MASON VALLEY FIRE PROTECTION DISTRICT	OTHER: FIRE PROTECTION DISTRICT FUNDS	\$15,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, under which the Nevada Division of Forestry and Mason Valley Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	<b>Contract # 14528</b>			
62.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY DIVISION All Budget Accounts	TAHOE DOUGLAS FIRE PROTECTION DISTRICT	OTHER: FIRE PROTECTION DISTRICT FUNDS	\$120,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, under which the Nevada Division of Forestry and Tahoe Douglas Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.				
	<b>Term of Contract:</b>	07/01/2013 - 06/30/2015	<b>Contract # 14586</b>			
63.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER POLLUTION CONTROL	FARR WEST ENGINEERING	FEDERAL	\$50,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides groundwater quality assessment in Nevada for the Source Water Protection Program within the Bureau of Water Pollution Control. This amendment extends the termination date from June 30, 2014 to December 31, 2014 and increases the maximum amount from \$200,000 to \$250,000 due to an addition to the scope of work to include development of an automated GIS user interface.				
	<b>Term of Contract:</b>	05/08/2012 - 12/31/2014	<b>Contract # 13326</b>			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
64.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	MASSMEDIA, LLC.	FEE: FEES FROM INSURANCE 28% OTHER: TITLE SETTLEMENT FUNDS 20% FEDERAL 52%	\$766,000	
	<b>Contract Description:</b>	This is a new contract to provide an education and outreach program for the Nevada Division of Insurance. The program will educate Nevadans about their rights as purchasers of insurance, how the Affordable Care Act will affect health insurance rates, the insurance they buy, as well as all of the new obligations for employers within the law. This contract also seeks to develop a title insurance rate comparison tool and to educate consumers about title insurance.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14550		
65.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE EXAMINERS	EXAMINERS RESOURCE ASSOCIATES, LLC.	FEE: REIMBURSED BY EXAMINEE	\$600,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is the second amendment to the original contract, which provides for examinations of insurance companies. This amendment increases the maximum amount from \$1,800,000 to \$2,400,000 due to an increased volume of examinations.				
		Term of Contract:	07/13/2010 - 06/30/2014	Contract # 11225		
66.	750	DEPARTMENT OF BUSINESS AND INDUSTRY - TAXICAB AUTHORITY	THE LAW OFFICES OF OLSON, CANNON, GORMLEY, ANGULO & STOBERSKI	FEE: TRIP CHARGES	\$32,400	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract for an Administrative Hearing Officer. The previous contracted Hearing Officer resigned 2/20/2013. The hearing officer will preside over Nevada Taxicab Authority Internal Administrative Court to adjudicate cases involving regulatory violations committed by privilege licensees and holders of Certificates of Public Convenience and Necessity.				
		Term of Contract:	Upon Approval - 06/30/2014	Contract # 14572		
67.	810	DEPARTMENT OF MOTOR VEHICLES - MOTOR VEHICLE GENERAL REVENUE	BOULDER CITY, CITY OF	OTHER: MOTOR VEHI LCE FUND	\$100,000	
	<b>Contract Description:</b>	This is a new interlocal agreement for the ongoing completion of registration transactions by the Boulder City Police Department on behalf of the Department of Motor Vehicles.				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14568		
68.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	NORTHERN NEVADA CENTER FOR INDEPENDENT LIVING	GENERAL 21.3% FEDERAL 78.7%	\$322,947	
	<b>Contract Description:</b>	This is a new contract that continues services to students that are Rehabilitation Division clients and that have been identified by the school district as eligible for services; assistance to the school district in the identification of Individuals with Disabilities Education Act students, Section 504 students and students with disabilities; presentations to the school district and students to assist identified students in accessing transition services; and coordinate follow-up services for disabled students to increase successful career outcomes for students with disabilities.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 14394		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
69.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	WASHOE COUNTY SCHOOL DISTRICT	FEDERAL	\$4,628,323	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide ongoing vocational rehabilitation services to students with disabilities who are attending any Washoe County School District high school. Staff and resources will be combined to provide vocational rehabilitation services through the Vocational Opportunities for Inclusive Career Education Program.				
		Term of Contract:	Upon Approval - 06/30/2017	Contract # 14457		
70.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$3,708,235	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement to provide ongoing employment and training services to adults in Northern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14542		
71.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$2,810,247	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement to provide ongoing employment and training services to dislocated workers in Northern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14540		
72.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$2,372,687	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement to provide ongoing employment and training services to youth in Northern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	04/01/2013 - 06/30/2015	Contract # 14541		
73.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$10,665,753	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement to provide ongoing employment and training services to adults in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14543		
74.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$4,140,823	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement to provide ongoing employment and training services to dislocated workers in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 14538		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
75.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$6,564,523	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement to provide ongoing employment and training services to youth in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).				
		<b>Term of Contract:</b>	04/01/2013 - 06/30/2015	<b>Contract # 14539</b>		
76.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	EMCOR SERVICES DBA MESA ENERGY SYSTEMS	OTHER: ESD SPECIAL FUND	\$59,856	
	<b>Contract Description:</b>	This is a new contract that continues ongoing HVAC maintenance services at the Department of Employment, Training and Rehabilitation facility located at 2800 E. St. Louis Avenue, Las Vegas Nevada.				
		<b>Term of Contract:</b>	Upon Approval - 07/31/2015	<b>Contract # 14456</b>		
77.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	DIVERSIFIED DENTAL SERVICE, INC.	OTHER: 33% PREMIUM REVENUE 67% STATE SUBSIDY	\$1,397,000	
	<b>Contract Description:</b>	This is a new contract to continue the existing service of providing a dental PPO network for participants of the Public Employees' Benefits Program.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2017	<b>Contract # 14563</b>		
78.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	HEALTHSCOPE BENEFITS, INC.	OTHER: 33% PREMIUM REVENUE 67% STATE SUBSIDY	\$2,812,000	
	<b>Contract Description:</b>	This is a new contract to continue the existing service of claims administration of dental claims submitted by participants of the Public Employees' Benefits Program.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2014	<b>Contract # 14574</b>		
79.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	LIBERTY DENTAL PLAN	OTHER: PAID VIA AUTOMATIC PAYROLL DEDUCTIONS BY PARTICIPANTS OF PEBP WHO CHOOSE TO ENROLL FOR THIS SERVICE	\$35,000,000	
	<b>Contract Description:</b>	This is a new contract for the new service of voluntary buy up dental coverage for participants of the Public Employees' Benefits Program. Voluntary Buy Up Dental benefits will allow participants to have premium dollars automatically deducted from their paycheck if they choose to enroll for this service.				
		<b>Term of Contract:</b>	08/01/2013 - 06/30/2017	<b>Contract # 14564</b>		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
80.	BDC	LICENSING BOARDS & COMMISSIONS - CONTRACTORS	MAX DISTRO, LLC	FEE: LICENSE FEES PAID BY CONTRACTORS	\$25,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing services to create a mobile application to provide for reporting of unlicensed contracting and verification of Contractors' licensure and enhance regulations of unlicensed contracting activity.				
	<b>Term of Contract:</b>	07/09/2013 - 06/30/2015	Contract # 14520			

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

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	BEC ENVIRONMENTAL, INC.	OTHER: VARIOUS	\$500,000	
	<b>Contract Description:</b>	This is a new contract to assist agencies in securing and administering Federal grant awards to support the delivery of programs to benefit Nevadans. The contract will be mandatory for state agencies to use when buying these services. Services will be performed on an as-needed basis and will include, but not be limited to, working with state agencies to develop grant strategies to support existing programs, identifying new Federal funding opportunities, consulting and project management of special competitive opportunities in conjunction with state agency personnel, preparing applications and budgets, administering awarded grant funds, and training of state grant analysts in effective grant writing and administration.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14562			
MSA 2.	MSA	VARIOUS STATE AGENCIES	BUILDING HOPE NEVADA	OTHER: VARIOUS	\$500,000	
	<b>Contract Description:</b>	This is a new contract to assist agencies in securing and administering Federal grant awards to support the delivery of programs to benefit Nevadans. The contract will be mandatory for state agencies to use when buying these services. Services will be performed on an as-needed basis and will include, but not be limited to, working with state agencies to develop grant strategies to support existing programs, identifying new Federal funding opportunities, consulting and project management of special competitive opportunities in conjunction with state agency personnel, preparing applications and budgets, administering awarded grant funds, and training of state grant analysts in effective grant writing and administration.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14571			
MSA 3.	MSA	VARIOUS STATE AGENCIES	TST & ASSOCIATES, LLC.	OTHER: VARIOUS	\$500,000	
	<b>Contract Description:</b>	This is a new contract to assist agencies in securing and administering Federal grant awards to support the delivery of programs to benefit Nevadans. The contract will be mandatory for state agencies to use when buying these services. Services will be performed on an as-needed basis and will include, but not be limited to, working with state agencies to develop grant strategies to support existing programs, identifying new Federal funding opportunities, consulting and project management of special competitive opportunities in conjunction with state agency personnel, preparing applications and budgets, administering awarded grant funds, and training of state grant analysts in effective grant writing and administration.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2017	Contract # 14569			

## 11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

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

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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

Brad Carson [bcarson@dps.state.nv.us](mailto:bcarson@dps.state.nv.us)

Notice of this meeting was posted on the following website:

<http://budget.nv.gov/Meetings>

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

July 9, 2013

## 1. PUBLIC COMMENTS

Comments:

## \*2. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 11, 2013 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 – \$78,390

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 four refund requests totaling \$78,390. This results in a remaining balance of \$567,978 in mining claim funds eligible for reimbursement.

Clerk’s Recommendation: I recommend approval.

Motion By: \_\_\_\_\_ Seconded By: \_\_\_\_\_ Vote: \_\_\_\_\_

Comments:

**\*4. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

The 2011 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2013 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1130	Controller’s Office	\$10,129	
	<b>Total</b>	<b>\$10,129</b>	

**Clerk’s Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_  
**Comments:**

**\*5. FOR POSSIBLE ACTION – TORT CLAIM**

- A. **Gypsum Resources, LLC – TC 16567**  
**Amount of Claim - \$920,000**

**Clerk’s Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_  
**Comments:**

**\*6. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions and revisions in the following Chapters:

- A. **0330 – Department of Administration – State Public Works Division – Minor Remodeling, Repair, and Maintenance Contracts**
- B. **0326 – Department of Administration – Board of Examiners – Independent Contracts Not Requiring Board of Examiners’ Review**

- C. 0328 – Department of Administration – Board of Examiners – Lease Contracts**
- D. 0338 – Department of Administration – Purchasing – Solicitation Requirements**
- E. 0504 – Department of Administration – State Public Works Division – Insurance and Self-Insurance**
- F. 1000 – Department of Administration – State Public Works Division – Name Change from Buildings and Grounds to State Public Works Division**
- G. 1002 – Department of Administration – State Public Works Division – Serving the Capitol**
- H. 1004 – Department of Administration – State Public Works Division – Scope of Services**
- I. 1006 – Department of Administration – State Public Works Division – Procedure for Service**
- J. 1012 – Department of Administration – State Public Works Division – Maintenance, General**
- K. 1016 – Department of Administration – State Public Works Division – Craft Services**
- L. 1018 – Department of Administration – Nevada State Library and Archives – Mail Services**
- M. 1020 - Department of Administration – State Public Works Division – Leases**
- N. 1022 - Department of Administration – State Public Works Division – Rent Charges for State Owned Buildings**
- O. 1024 - Department of Administration – State Public Works Division – Office Space**
- P. 1026 - Department of Administration – State Public Works Division – Protection of State Property**
- Q. 1028 - Department of Administration – State Public Works Division – Energy Conservation**
- R. 1030 - Department of Administration – State Public Works Division – Energy Information and Assistance**

- S. 1900 - Department of Administration – State Public Works Division – Name Change from Public Works Board to Public Works Division
- T. 1902 - Department of Administration – State Public Works Division – General
- U. 1904 - Department of Administration – State Public Works Division – Capital Improvement Program
- V. 1906 - Department of Administration – State Public Works Division – New Construction
- W. 1908 - Department of Administration – State Public Works Division – Remodeling, Repairs, and Maintenance
- X. 1910 - Department of Administration – State Public Works Division – Acceptance of Grants and Contracts
- Y. 1912 - Department of Administration – State Public Works Division – Inspection of State Buildings
- Z. 1914 - Department of Administration – State Public Works Division – Building Official Role
- AA. 1916 - Department of Administration – State Public Works Division – Emergency Contract Authority
- BB. 2404 - Department of Administration – Division of Internal Audits – Implementation of Legislative Audit Recommendations
- CC. 2508 - Department of Administration – Budget Division – Budget Preparation
- DD. 2514 - Department of Administration – State Public Works Division – Operation and Maintenance for Capital Improvements
- EE. 2542 - Department of Administration – Department of Human Resource Management – Position Control
- FF. 3708 - Department of Administration – Department of Human Resource Management – Unemployment Compensation Assessment

**Clerk’s Recommendation: I recommend approval.**

**Motion By:**

**Seconded By:**

**Vote:**

**Comments:**

**\*7. FOR POSSIBLE ACTION – LEASES**

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

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

**\*8. FOR POSSIBLE ACTION – RENTAL AGREEMENTS**

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

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

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

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

**Clerk's Recommendation: I recommend approval.**

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

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

Three master service agreements 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**

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

**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_ **Vote:** \_\_\_\_\_

**Comments:**

# MINUTES

## MEETING OF THE BOARD OF EXAMINERS

June 11, 2013

The Board of Examiners met on Tuesday, June 11, 2013, 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  
Acting Clerk Mike Torvinen

### **Others Present:**

Kate Thomas, City of Reno  
Rudy Malfabon, Director, Nevada Department of Transportation  
Chris Smith, Department of Taxation  
Michael McMahon, Administrator, Division of Welfare and Supported Services  
Steve Fisher, Division of Welfare and Supportive Services  
Julie Kidd, Leasing Services for State Public Works  
Jane Brunner, Administrator of Autism Program  
Julie Kochever, Autism Program  
Doug van Aman, Governor's Office of Economic Development  
Jim Wells, Executive Officer for Public Employees Benefits Program  
Kimberlee Tarter, Deputy Administrator, Purchasing Division  
Dave Prather, Nevada Department of Forestry  
Pete Anderson, Nevada Department of Forestry  
Jack Zeuter, Division of Welfare and Supportive Services  
Julia Peek, Nevada State Housing Division  
Donnell Barton, Nevada Department of Education  
Karissa Neff, Attorney General's Office  
Kurt Green, Mental Health and Disability Services  
Clayton Bassiere, Mental Health and Disability Services  
Robert Chisel, City of Reno  
Mary Walker, Truckee Meadows Fire Protection District  
Scott Sisco, Department of Corrections  
Ellen Crecelius, Department of Health and Human Services  
Megan Sloan, Public Employees Benefit Program  
Donna Lopez, Public Employees Benefit Program  
Jim Wells, Public Employees Benefit Program  
Gus Nunez, State Public Works Division  
Dave Gustafson, Enterprise IT Services  
Leah Lamborn, Department of Health Care Finance and Policy  
Brandi Johnson, Mental Health and Disability Services  
Katie Armstrong, Attorney General's Office  
Kristin Heise, Governor's Office of Economic Development

Julie Kidd, State Public Works Division  
Teri Preston, State Public Works Division  
Julia Teska, Department of Education

## 1. PUBLIC COMMENTS

### Comments:

**Governor:** Mr. Secretary, can you hear me?

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

**Governor:** All right. Good morning. How are you?

**Secretary of State:** Good. How are you?

**Governor:** Very well, thank you. All right, then. We are up and running. We will call the Board of Examiners meeting to order. Good morning, ladies and gentlemen. We'll commence with Agenda Item No. 1, public comment. Is there any public comment here in Carson City for the Board?

**Kate Thomas:** Good morning, members of the Board and Mr. Clerk, for the record, I am Kate Thomas with the City of Reno. And I'm here before you to ask for you to reconsider the Department of Administration's denial of the City of Reno's request and claim pertaining to AB543. As a brief recap from 2009 to 2011, the State legislature illegally diverted to the State General Fund approximately \$2 million paid by City of Reno taxpayers that was to be used for local capital projects.

In May 2011, a Clean Water Coalition ruling came out and in June 2011 Washoe County filed a claim for money illegally diverted from Washoe County. The City of Reno was under the impression at that time that the settlement would at least, in part, benefit Reno taxpayers. That was not the case. And so on September 5, approximately three weeks after the approval of the settlement, the City of Reno filed a claim with the State. Eight months later, on May 20, the State denied that claim. We have submitted another formal ask for reconsideration and I do so before you today, the Board of Examiners.

The existing statute of limitations gives us now less than three weeks to settle this issue. We need to resolve the claim by July 1 or we will be forced to file a lawsuit in State court. We prefer that this matter not go to litigation, so we request that if we are not able to resolve it by July 1, that the parties enter into a tolling agreement, which would allow us to work together in good faith. I'll defer the Board's authority for how we wish to move forward and I thank you in advance for consideration of the issue.

**Governor:** Okay. Thank you. Mr. Torvinen, are you aware of the status of this? I know it's been a while since we've talked about it.

**Mike Torvinen:** Right. Thank you, Governor. Mike Torvinen, for the record. I'm not totally familiar with the issue. I did see some paperwork on it after I became Deputy. I will go back and research the details and report back to you.



**Governor:** And when you say you were denied, and maybe my memory's not serving me correct, but there wasn't a formal denial or vote taken by this Board on that, was there? I don't recall that.

**Kate Thomas:** Correct. That actually came from the Clerk of the Board.

**Governor:** Okay.

**Kate Thomas:** Yeah, we received that letter on the -- what did I say? The 20<sup>th</sup>. And so we prepared a formal response which the Board of Examiners was copied on.

**Attorney General:** And, Governor, just for the record as Legal Counsel for the State, I have no doubt that the Administrator worked in conjunction with my office, and we will also do the same considering the most recent reconsideration request.

**Governor:** We can't take any action today because it's not agendaized, but what I would ask is counsel meet with the Department of Administration and have that discussion because my recollection is there was a timing issue for the City of Reno on this in terms of the timing of the request. So I haven't seen a copy of that denial, so I'd like to see that. But if we're going to toll, I don't know if that is going to be an action that has to be taken by this Board or whether that can be done via the Attorney General's Office and the City of Reno. So if it's an action that has to be conducted by this Board, then we will have to contemplate a special meeting.

**Attorney General:** And then, Governor, I just have a quick question. The request, Katie, is it in writing or is this your official request? Have you put something in writing in a letter to...

**Kate Thomas:** We have. On May 29 we submitted a letter to Mr. Mohlenkamp from the City Attorney's office. And you, Mr. Miller and Mr. Sandoval, all are copied, so...

**Attorney General:** Okay. Thank you.

**Governor:** And if I could get a copy of that letter as well, please.

**Secretary of State:** Could we also request that the Clerk or perhaps the AG's Office provide some background in terms of the other settlements that may have occurred with Washoe County and a little bit of the timeline and background?

**Mike Torvinen:** Absolutely.

**Secretary of State:** Thank you.

**Governor:** All right. I think the only one that we have was with Clark County and is the only resolution where we reached a settlement agreement on that.

**Kate Thomas:** I believe it's Washoe County.

**Governor:** Washoe County as well? Okay. All right. Any other questions or comments? Thank you very much. Is there any other public comment from Carson City? Any public comment from Las Vegas? We'll take that as a no.

**\*2. FOR POSSIBLE ACTION – APPROVAL OF THE MAY 14, 2013 BOARD OF EXAMINERS' MEETING MINUTES**

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Governor:** Move on to Agenda Item No. 2, which is approval of the May 14, 2013 Board of Examiners meeting minutes. Have the members had an opportunity to review the minutes and are there any changes?

**Attorney General:** No, Governor. I move for approval of the minutes.

**Secretary of State:** Second.

**Governor:** The Attorney General has moved for approval of the minutes of the meeting of the Board of Examiners for May 14, 2013. The Secretary of State has seconded the motion. Any questions or comments on the motion? All in favor, please say aye.

**Governor:** Aye.

**Attorney General:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously.

**\*3. 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.

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
Department of Corrections	2	\$7,156.50
<b>Total:</b>	<b>2</b>	<b>\$7,156.50</b>

**Clerk's Recommendation: I recommend approval.**

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

**Governor:** We'll move on to Agenda Item No. 3, State Vehicle Purchase. Mr. Torvinen.

**Mike Torvinen:** Thank you, Governor. Item 3 is a request from the Department of Corrections to purchase two vehicles for just over \$7100. It includes a sedan and an S.U.V. and clearly they're used vehicles. Here is the price.

**Governor:** So they want to buy a 1997 Crown Victoria sedan with 160,000 miles on it?

**Mike Torvinen:** I believe so, yes.

**Governor:** It's a rhetorical question. I have no questions. Any questions from Board members?

**Attorney General:** No.

**Governor:** The Chair will accept a motion for approval.

**Attorney General:** I'll move for approval of Agenda Item No. 3.

**Secretary of State:** Second.

**Governor:** Attorney General has moved for approval of Agenda Item No. 3, which is a State vehicle purchase for the Department of Corrections in the amount of \$7,156.50. Secretary of State has seconded the motion. Any questions or discussion on the motion? All in favor, please say aye.

**Governor:** Aye.

**Attorney General:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously.

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

**A. Office of the Controller**

Pursuant to NRS 284.1729, Section 1, Subsection 1-2, the Controller's Office requests authority to contract with a former employee, on a part-time basis through the use of a temporary service, so this individual, who retired on May 24, 2013, may train the new employee on their debt

collection duties in an effort to transfer knowledge without an additional loss in debt collection productivity. The contract period is upon Board of Examiner's approval through September 30, 2013.

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** Agenda Item No. 4, authorization to contract with a former employee, Office of the Controller. Mr. Torvinen.

**Mike Torvinen:** Thank you, Governor. The Controller's Office is requesting a short-term contract with an employee that retired in May, and so that person can train the new employee in their debt collection duties and efforts through the Controller's Office. Again, the contract period would end September 30, 2013.

**Governor:** I have no questions on this Agenda item. Any questions from Board members?

**Attorney General:** No.

**Governor:** Chair will accept motion for approval.

**Attorney General:** Move for approval of Agenda Item No. 4.

**Secretary of State:** Second.

**Governor:** Attorney General has moved for approval of Agenda Item No. 4, which is an authorization to contract with a former employee by the Office of the Controller, seconded by the Secretary of State. Any questions or discussion on the motion? All in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously.

**\*5. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS**

**A. Department of Taxation – \$43,875**

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 three refund requests totaling \$43,875. This results in a remaining balance of \$647,068 in mining claim funds eligible for reimbursement.

**Clerk's Recommendation: I recommend approval.**

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

**Governor:** We'll move on to Agenda Item No. 5, authority to pay mining claim refunds. Mr. Torvinen.

**Mike Torvinen:** Thank you, Governor. Before you today is the request to pay three refunds totaling \$43,875. As you requested last meeting, a reminder went out to those mining companies that potentially had a claim but had not filed. So they've been reminded that there's a June 30 deadline, and so potentially there will be a few more claims on the next meeting, but today we're requesting approval for three refunds.

**Governor:** So that claim will have to -- or those requests will have to come in by June 30, and right now there's still \$647,068 left on the table?

**Mike Torvinen:** That's correct.

**Governor:** And if no refunds are sought from that amount, will those revert back to the General Fund?

**Mike Torvinen:** It will revert back into the General Fund, yes.

**Governor:** Have we gotten any replies from our mail?

**Mike Torvinen:** I don't know. The reminders were sent out by Department of Taxation.

**Governor:** I have no questions. Board members?

**Attorney General:** No questions.

**Governor:** Chair will accept a motion for approval for Agenda Item No. 5.

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

**Secretary of State:** Second.

**Governor:** The Attorney General has moved for the approval to pay mining claim refunds in the sum of \$43,875. The Secretary of State has seconded the motion. Any questions or discussion on the motion? All in favor, please say aye.

**Governor:** Aye.

**Attorney General:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously.

**\*6. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

The 2011 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2013 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
2600	Nevada Indian Commission	\$697	
4600	Agriculture – Predatory Animal/Rodent Control	\$2,078	
	<b>Total</b>	<b>\$2,775</b>	

**Clerk’s Recommendation: I recommend approval.**

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

**Comments:**

**Governor:** We’ll move on to Agenda Item No. 6, salary adjustments. Mr. Torvinen.

**Mike Torvinen:** Governor, before you today is a request for two fairly small salary adjustments. First is the Nevada Indian Commission for \$697 and the second is for the Predatory Animal and Rodent Control account in the Department of Agriculture for \$2,078 for a total of \$2,275. There’s a substantial amount of money that will be reverted to the General Fund from this account. There just weren’t very many requests for salary adjustment this fiscal year.

**Governor:** And you said \$2,225 is the correct amount -- \$2,775?

**Mike Torvinen:** The total amount is \$2,275. Two different claims, one for \$697 from the Nevada Indian Commission and one from the Predatory Animal and Rodent Control account at the Department of Agriculture for \$2,078.

**Governor:** And what do those two add up to?

**Mike Torvinen:** \$2,275.

**Attorney General:** No, \$2,775.

**Mike Torvinen:** That's a typo. Thank you. I'm the numbers guy, too.

**Governor:** I just want to make sure we got it right. Okay. I was trying to see what you had down compared to me. But in any event, I have no questions on this Agenda item. Board members?

**Attorney General:** Just curious. How much is reverting back from this account?

**Mike Torvinen:** Thank you. I was going to look at that this morning. I got sidetracked. It's in the millions of dollars.

**Attorney General:** Okay. So does it -- when you say revert back, it goes back into -- rolls over into the same account to be used for the next claim?

**Mike Torvinen:** No. It went back into the General Fund and was used as part of the computation to balance the budget.

**Attorney General:** Okay.

**Governor:** Chair will accept a motion for approval of the salary adjustments described in Agenda Item No. 6.

**Attorney General:** Move for approval of Agenda Item No. 6.

**Secretary of State:** Second.

**Governor:** There's a motion by the Attorney General for approval of the salary adjustments described in Agenda Item No. 6. The Secretary of State has seconded the motion. All in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously.

**\*7. 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 – \$400,000**

The department requests settlement approval in the amount of \$400,000 to resolve a threatened inverse condemnation claim pertaining to property owned by Iovino Leasing Enterprises I, LLC. and Frank and Carmen Iovino (collectively the “Iovinos”). The Iovinos’ claim that their access at Arden Road was taken when NDOT reconstructed and widened Blue Diamond Road from Decatur Boulevard to Rainbow Boulevard.

**Clerk’s Recommendation:** I recommend approval.

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

**Comments:**

**Governor:** We’ll move on to Agenda Item No. 7, which is an approval to pay cash settlements. Director Malfabon.

**Rudy Malfabon:** Thank you, Governor, Board members. There is a misspelling of the last name for the settlement. It’s Iovino, not Lovino. It should be with an “I”. Our project was built in 2008 on Blue Diamond Road. We built a bridge over the railroad tracks there to improve safety on Blue Diamond Road. A lot of the property owners that were adjacent to that embankment had limited access. They had to take an alternate route to access Blue Diamond. This specific parcel is located by the railroad tracks. And they issued a demand letter in January of 2013 to NDOT in the amount of approximately \$1.3 million.

We litigated some other alleged inverse condemnation cases that had the same issue, impacts to access to Blue Diamond. Looking at one of those cases, the court actually ruled that there was a substantial impairment of access, so we would have had to deal with this issue of damages to the property owners. One of the ways that we address this situation was Clark County in partnership with NDOT paved an access road that improved access for those property owners.

But this settlement that we’re requesting today is approximately about the same amount as what we paid in previous cases when you account for the litigation costs and attorneys fees, taking those off the top on those cases that we litigated, it’s approximately the same amount of the settlement value. In the PA Arden case that I had referred to where we had the court decision on impaired access actually involved one parcel and this involves two parcels about five acres in size. And we believe that with interest and reasonable attorneys’ costs factored in there, if we were to go to court and incur those costs and litigation expenses for the other party that that could increase the amount by \$200,000 at least. So we believe that it’s prudent and equitable to



approve this settlement. And Karissa Neff is here to answer any kind of legal questions that the Board may have.

**Governor:** I have no legal questions. And, Mr. Malfabon, I believe you've answered my only question, is that this settlement was in the best interest of the State, given the possibility of a worse outcome if we were to litigate this through a judgment...

**Rudy Malfabon:** Yes, Governor.

**Governor:** ...or verdict. Any questions from Board members?

**Attorney General:** No.

**Governor:** If there are no questions, the Chair will accept a motion for approval to pay a cash settlement in the sum of \$400,000 to resolve a threatened inverse condemnation claim pertaining to property owned by -- it's Iovino?

**Rudy Malfabon:** Iovino.

**Governor:** ...Leasing Enterprise I, LLC.

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

**Secretary of State:** Second.

**Governor:** Attorney General has moved for approval to pay the cash settlement described in Agenda Item 7. The Secretary of State has seconded the motion. Any questions or discussion on the motion? All those in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously. Thank you very much.

**Rudy Malfabon:** Thank you.

**\*8. FOR POSSIBLE ACTION – NOTIFICATION OF INTENT TO FILE FOR A GRANT OR LOAN FROM THE DISASTER RELIEF ACCOUNT WHICH REQUIRES AN EXTENSION TO COLLECT DATA**

- A. Department of Public Safety – Division of Emergency Management – Caughtlin Fire**

Pursuant to NRS 353.2755, the City of Reno, Sierra Fire Protection District, Truckee Meadows Fire Protection District, and Washoe County are requesting additional time to allow Taxation and the Department of Administration to complete the financial review. Emergency Management respectfully requests an extension from June 1, 2013 to September 30, 2013 to allow sufficient time for the completion of the financial review for final submittal to the Board of Examiners and Interim Finance Committee.

**B. Department of Public Safety – Division of Emergency Management – Washoe Drive Fire**

Pursuant to NRS 353.2755, Sierra Fire Protection District and Truckee Meadows Fire Protection District are requesting additional time to allow the Division of Emergency Management, the Department of Administration, and Taxation to review the complete application and the financial review. Emergency Management respectfully requests an extension from August 1, 2013 to November 30, 2013 to allow sufficient time for the completion of the financial review for final submittal to the Board of Examiners and Interim Finance Committee.

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** Item No. 8, notification of intent to file for a grant or loan from the disaster relief account which requires an extension to collect data. Mr. Torvinen.

**Mike Torvinen:** Thank you, Governor. Item A is from the City of Reno, Sierra Fire Protection District, Truckee Meadows Fire Protection District and Washoe County related to the Caughlin fire in Reno. They're requesting an extension to file from June 1, 2013 to September 30, 2013 to allow sufficient time for completion of financial review for final submittal to the Board of Examiners. Item B is a similar request from the Sierra Fire Protection District and Truckee Meadows Fire Protection District related to the Washoe fire. They're requesting an extension from August 1, 2013 to November 30, 2013.

**Attorney General:** Item B Washoe Drive Fire.

**Governor:** Chief Smith, I see that you are here. I don't know if you wanted to provide any information on this item.

**Chris Smith:** Thank you, sir. Members of the Board, Chris Smith, for the record. We are simply just asking what Mr. Torvinen has requested as well, that due to the size of that request and now the financial review that we need to undertake at the Department of Taxation and the Department of Administration, we're in full support of this request as well.

**Governor:** So how's that coming along in terms -- has any information been provided on these fires?

**Chris Smith:** Absolutely. We have all provided their documentation to the State for the application process. So we are no longer in need for collecting more information. Now it is solely reviewing the information to ensure that it meets the standard.

**Governor:** All right. Thank you. Any questions from Board members? If there are none, the Chair will accept a motion for approval for the action described in Agenda Item No. 8.

**Attorney General:** Governor, I'll move for approval of Agenda Item No. 8A and B.

**Secretary of State:** Second.

**Governor:** The Attorney General has moved for approval of Agenda Item 8A and B. The Secretary of State has seconded the motion. Any questions or discussion on the motion? All in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously. Thank you very much.

**\*9. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND**

**A. Department of Health and Human Services – Director's Office – Public Defender Office – \$46,400**

Pursuant to NRS 353.268, the Public Defender Office requests an allocation of \$46,400 from the Interim Finance Contingency Fund for a salary shortfall due to leave payoffs at the end of the fiscal year.

**B. Department of Education – Nutrition Education Programs - \$23,000**

Pursuant to NRS 353.268, the Department of Education – Nutrition Education Programs, requests an allocation of \$23,000 from the Interim Finance Contingency Fund for a fiscal year 2012 repayment of federal Child Nutrition funds in excess of eligible expenditures that were drawn.

**C. Department of Agriculture – Predatory Animal/Rodent Control - \$51,557**

Pursuant to NRS 353.268, the Department of Agriculture – Predatory Animal/Rodent Control, requests an allocation of \$51,557 from the Interim Finance Contingency Fund for a salary shortfall due to a leave payoff. Additionally salaries projected to be paid with a transfer from the

Department of Wildlife were not fully achieved because the projected work to be done did not occur.

**Clerk's Recommendation: I recommend approval.**

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

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**Comments:**

**Governor:** Agenda Item No. 9, request for General Fund allocation from the IFC Contingency Fund A, B and C. Mr. Torvinen.

**Mike Torvinen:** Thank you, Governor. Item A is from the Department of Health and Human Services Director's Office, Public Defender's Office. It's a request for \$46,400 to cover salary shortfall due to leave payoffs. They had a couple of long-time employees retire and are for an additional allocation of funds to their budget to pay those off.

**Governor:** Why don't you do all three.

**Mike Torvinen:** Okay. Second item is the Department of Education, Nutrition Education Program for \$23,000. This is a request to cover repayment to the federal government for excess eligible expenditures. They drew money for expenditures that ended up not being eligible for reimbursement, so they're paying back the federal government. Item C is the Department of Agriculture. And this, again, is for salary shortfall, partially due to a leave payoff and also they were going to do some work for the Department of Wildlife, in which they would have been reimbursed, but that work was never accomplished or asked for. So they had a shortfall in the funding for a particular position.

**Governor:** Any questions from Board members?

**Attorney General:** No. I will move for approval of Agenda Items No. 9A, B and C.

**Secretary of State:** Second.

**Governor:** Attorney General has moved for approval of Agenda Item 9A, B and C. The Secretary of State has seconded the motion. Any questions or discussion? All in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously.

**\*10. FOR POSSIBLE ACTION – LEASES**

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

**Clerk's Recommendation: I recommend approval.**

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

**Governor:** We'll move on to Agenda Item No. 10, leases. Mr. Torvinen.

**Mike Torvinen:** Governor, we have three leases before you today, two with the Department of Health and Human Services. One is in Carson City for the radiation control program. One is in Las Vegas for the Welfare Division for the expansion of their program related to ACA. And the other is for the Nevada Board for Regulation of Liquefied Petroleum, also in Carson City.

**Governor:** All right. I had a question on Lease No. 2. Good morning.

**Michael McMahon:** Good morning, Governor, Members of the Board. For the record, Michael McMahon. I serve as your Administrator for the Division of Welfare and Supportive Services.

**Governor:** Now, I understand this lease is for the ramp-up for the number of employees that Health and Human Services is going to need associated with the requirements of the Affordable Care Act.

**Michael McMahon:** Yes, sir.

**Governor:** My question is this, is it's a ten-year lease and that's not typical. Why are we entering into a ten-year lease?

**Michael McMahon:** Governor, the staff have responded to your staff. A couple of the points that were brought up is normally we have five-year lease terms. What we're doing is there's significant modifications that need to be made to the building, so the ten years will allow the landlord to recoup the initial investments to make the modifications in the building. Second, with the way that the market is currently in Las Vegas, this will allow us to take advantage of low-lease yield so that we'll be able to have lower lease rates over the next ten years and won't be impacted by the change in the market as it starts to have an uptick and the costs go up.

**Governor:** Now, is there a provision in the lease if the State was to opt out of the Affordable Care Act in the next ten years?

**Michael McMahon:** I don't recall anything specific in the lease regarding the Affordable Care Act itself. As far as provisions within the lease agreement, I would ask Leasing Services to come forward.

**Steve Fisher:** Typically, there's a -- I'm sorry, for the record, Steve Fisher, Deputy Administrator. Typically there's a funding clause in the leases that I believe we could pull out the lease agreement.

**Julie Kidd:** Yes, that's correct. Julie Kidd, head of Leasing Services for State Public Works. And, yes, if the funding should be reduced either by the State opting out or for any other reason, then we have that ability to opt out of the lease.

**Governor:** So the landlord is assuming the risk or taking the risk on of doing these TI's.

**Julie Kidd:** Yes.

**Governor:** Okay. That's the only question I have. Thank you very much. Board members, do you have any other questions with regard to the leases described in Agenda Item No. 10?

**Attorney General:** No.

**Governor:** If there are none, the Chair will accept a motion for approval.

**Attorney General:** Move for approval of Agenda Item No. 10.

**Secretary of State:** Second.

**Governor:** The Attorney General has moved for approval of Leases 1, 2 and 3 described in Agenda Item No. 10. The Secretary of State has seconded the motion. Any questions or discussion on the motion? All those in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** The motion passes unanimously.

## **\*11. FOR POSSIBLE ACTION – CONTRACTS**

One hundred ninety-five independent contracts were submitted to the Board for review and approval.

**Clerk's Recommendation: I recommend approval.**

**Motion By: Attorney General**

**Seconded By: Secretary of State**

**Vote: 3-0**

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**Comments:**

**Governor:** We'll move on to contracts, Agenda Item No. 11. Mr. Torvinen.

**Mike Torvinen:** Thank you, Governor. On your Agenda today are 195 separate contracts for your consideration. And I believe you had a few you wanted to pull out and had some comments on.

**Governor:** Yeah. Why don't you help me with that?

**Mike Torvinen:** So Item 59, I believe, was the first contract that was The Ferraro Group. We were going to (inaudible) from that contract. Item 81 you wanted to call up for some explanation. Items 102, 103, 104 and 108 was The Children's Cabinet, and then you were going to abstain from those contracts. And you wanted to call up for further explanation Items 190 and 191.

**Governor:** All right. So why don't we begin with 81 was that? The first holdout.

**Mike Torvinen:** Yes. It's the Department of Health and Human Services, Aging Services.

**Governor:** And, Board members, do you have any other holdouts for the contracts?

**Attorney General:** No, Governor.

**Secretary of State:** Governor, I couldn't hear. What happened with Contract No. 59?

**Governor:** It's held it out. I'm abstaining from that contract. Sorry. You're listening to us flip our pages, so I apologize for the interference.

**Secretary of State:** Okay. Will there be an opportunity to discuss 59 also?

**Governor:** Of course.

**Secretary of State:** Okay. Thank you.

**Governor:** Good morning.

**Jane Brunner:** Good morning.

**Governor:** I just wanted a little more information on this contract. There's nothing to do with it in terms of what the actions that are performed within it. But I wanted to make sure that -- because there's been a significant increase of the amount of funding for autism because of this budget that I just signed yesterday.

**Jane Brunner:** Yes.

**Governor:** And I wanted to get, I guess, a little bit more detail from you what that means.

**Jane Brunner:** Okay. This is Julie Kochever. She runs the Autism Program for us. I'm Jane Brunner, Administrator. So I'm going to go ahead and let Julie tell you about the Program.

**Julie Kochever:** Well, thank you for including increased funding for autism in the budget. This largely pays -- this contract pays for the in-home behavioral treatments. It's a progressive program. And the children in the program received anywhere between 10 and 25 hours of in-home treatment in their homes. And so we use a consumer-directed model where the parents are actually allowed to select who's going to be coming into their home and who's going to be working and what schedule and hours they do. And what this contract allows us to do is it's a web-based system where the interventionist enter their timesheets online. The parents approve that they actually did the time. We check as well. And then the payroll is issued. So we can have this in-home program without requiring parents to upfront the money or requiring us to pay and then reconcile afterwards. And they also have a 24-hour customer service line that's bilingual, so that parents when they typically are approving timesheets, it's like ten o'clock at night, 10:00 or 11:00, and that's when they need help. And State offices aren't open during that time, obviously, so they can call and get help anytime they need 24 hours a day.

**Governor:** And this question may not have to do with this contract, but one of my concerns and legislator's concerns was -- there was a significant wait list for autism services.

**Julie Kochever:** Yes.

**Governor:** With what has been done in the budget, will we be making a big dent?

**Julie Kochever:** We will be making a significant dent. We roll -- it will cover all of our existing plus people that we expect, we get about ten applications a month. It will cover the growth there and 50 percent of our existing wait list. And, in fact, the children that we picked for the first quarter, all of them have been waiting over 1,000 days and they were the ones who will be funded in the next three months.

**Governor:** That's great news. All right. I have no further questions. Board members? Thank you very much.

**Julie Kochever:** Thank you.

**Governor:** And I'm sorry, Mr. Secretary, I skipped over Contract 59.

**Secretary of State:** Oh, that's fine, Governor. We can go through yours. I just didn't understand if it had been pulled from the Agenda. I couldn't hear.

**Governor:** Yeah, we'll go ahead and do that now. I was just going to do them in order and I went straight to 81. I won't be participating on this one. So if you have any questions, please proceed.

**Secretary of State:** Okay. I just have two questions. One, can you just outline the specific scope of work that's contemplated under this contract and any deliverables that may be associated with that?



**Doug van Aman:** Certainly. This is Doug van Aman with the Governor's Office of Economic Development, for the record. The primary purpose of the contract is three different areas. One is giving access to skills in cases that are temporary, such as in a period of high demand. So that could be, like, writing services, you know, in trying to come up with new documents, et cetera. Second would be access to part-time skills that are not in the office itself. So, for example, agency work that the agency did work in the past for us on setting up the trade mission to China, the luncheon that was done in Las Vegas. They also assisted us recently with the indoor agriculture event down in Las Vegas that was held last April. And then a third one is really on an ongoing basis, giving us a broader peripheral vision of things that are going on in terms of media opportunities to tell the State's story. And those are the three big primary areas. I can go back and read off the items that were in the RFP as well and in the contract itself. But those are generally the types of things that we ask the agency to do.

**Secretary of State:** Okay. Thank you. And how did you arrive upon the need for a four-year contract term, which is a little bit unusual to me for public relations services?

**Doug van Aman:** Well, in terms of discussing this with our Chief Administrative Officer, Steve Woodbury, who's been with the State a long time -- I'm fairly new. I've only been with the State for a year and so some of the rules are new to me. In discussing with him the opportunity to do a four-year is permissible under the law and we intended to go forward. We're pleased with the work of the Ferraro agency as performed in the past. As you probably know, they actually came -- the contract was done before there was actually a Governor's Office of Economic Development, so it was inherited when the ENSED was part of the Lieutenant Governor's Office. And we're pleased with the work that they've done. And when we did the RFP, they responded and we selected them.

**Secretary of State:** And I'm not suggesting that there's anything inappropriate and illegal in terms of the contract duration. I just haven't seen any public relations contracts that I remember that are of this duration. And certainly The Ferraro Group does outstanding work and they actually listed us as references because we had worked with them on the census project, so they obviously are an outstanding contractor.

But in reviewing the materials that were submitted, The Ferraro Group themselves had submitted a cost proposal to the Office of Economic Development. And in that proposal The Ferraro Group had proposed that the contract be set for a one-year period beginning in July of 2013 and ending June 30, 2014, so only a one-year period there. How did we reevaluate and move away from their recommendation and opt to a four-year?

**Doug van Aman:** We had a discussion internally and offered the four-year backout primarily because we'd gone through renewals in the past. And since we have an anticipation of an ongoing relationship, determined that that made the most sense from a business perspective. I mean, to my understanding -- excuse me, Mr. Secretary. I apologize. From a contractual perspective, if at some future point down the road, we do have the opportunity to get out of the relationship as well.

**Secretary of State:** Okay. Good enough. Thank you very much.

**Doug van Aman:** You're welcome, sir.

**Governor:** Madam Attorney General, do you have any questions?

**Attorney General:** Maybe just a follow-up. So the out clause that we have in the agreement, is it for cause, do you know, or is it just you have the ability...

**Doug van Aman:** No. It's not for cause. It's...

**Attorney General:** ...to terminate at any time?

**Doug van Aman:** Terminate with notice.

**Attorney General:** Okay. That answers it. Thank you.

**Governor:** Thank you very much.

**Doug van Aman:** Thank you.

**Governor:** Let's move on to 190 and 191.

**Jim Wells:** Good morning, Governor, members of the Board of Examiners. For the record, my name is Jim Wells. I'm the Executive Officer for the Public Employees' Benefits Program. Contract No. 190 is a new contract that we did bid for one year. On April 29, we were provided a termination by the vendor who we had gone out to bid for and awarded this contract a little over a year ago. They gave us a 60-day termination notice, which is in line with what the contract says. So we were left without being able to provide the specific services effective July 1. They're important services for utilization in large case management. These are some of our sickest participants and we didn't feel it was appropriate for us to not have these services available. We also don't like changing them in the middle of a plan year, so we did this for one year. During the next year, we will go to bid for these services with an effective date of July 1 of 2014.

**Governor:** All right. Thank you. You've answered all my questions for that contract. Why don't we move on to the next one, 191.

**Jim Wells:** Again, for the record, Jim Wells. Contract No. 191, Liberty Mutual, that is a contract for voluntary home and auto insurance, so it is not paid by the State or my agency. It's purely an elective option for our participants. We go out to bid for these services generally every four years or so. The current contracts that expired June 30 are with Liberty Mutual and with Travelers. Travelers did not submit a bid for the contract that renews on July 1. We did get one other bid from MetLife. However, there were some concerns we had with the provisions in there. So we opted to just go with Liberty Mutual. This contract has been around for a very long time. I'm not exactly sure when it started, before I did.

**Governor:** What's the utilization by State employees for this insurance?

**Jim Wells:** I know we had -- with Travelers, we only had about 690 people -- or policies. It could be more than one policy per person. There are thousands of policies with Liberty Mutual. I'm not sure of the exact number, but we have thousands of employees who have home and auto insurance through Liberty Mutual.

**Governor:** Thank you. I have no further questions. Board members? Thank you, Mr. Wells. Before I take a motion, Board members, do you have any further questions with regard to Contracts 1 through 195? Is that right, Mr. Torvinen?

**Mike Torvinen:** That's correct, Governor.

**Governor:** All right, then. For purposes of the record, I will not be participating in the vote on Contract No. 59, as I've known the principle who runs the Ferraro company since college and so I won't participate in that one. Contracts 102, 103, 104 and 108 are with the Children's Cabinet. My wife is employed at the Children's Cabinet. And although we won't be benefited personally in any way by the State entering into these contracts with the Children's Cabinet, out of an abundance of caution, I will not be participating in this vote as well. And I had no discussions with my wife about these contracts either. All right, then. So the Chair will accept a motion for approval of Contracts 1 through 195 with the exception of 59, 102, 103, 104 and 108.

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Attorney General:** Governor, I'll move for approval.

**Secretary of State:** Second.

**Governor:** The Attorney General has moved for approval of Contracts 1 through 195 with the exception of 59, 102, 103, 104 and 108. Secretary of State has seconded the motion. Any questions or discussion on the motion? All those in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** Any opposed, no. Motion passes. Now, Attorney General, I would turn it over to you or the Secretary. I'm not sure what the protocol is there, but because you're physically here with me, if you would handle 59, 102, 103, 104 and 108.

**Attorney General:** I will. Thank you, Governor. Just because there's two of us, I will make the motion to move for approval of Items No. 59, 102, 103, 104, 108 under Agenda Item No. 11.

**Secretary of State:** Second.

**Attorney General:** Any further discussion? Hearing none, all those in favor signify by saying aye. Aye. Was that a...

**Secretary of State:** Aye, sorry.

**Attorney General:** Oh, perfect. Thank you, Mr. Secretary. All those in favor signify by saying -- those opposed, nay? The contracts have been unanimously approved. Thank you.

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Governor:** If you would mark me as abstained. Thank you. All right, then. Thank you, Madam Attorney General.

**\*12. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

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

**Clerk's Recommendation:** I recommend approval.

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

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**Comments:**

**Governor:** All right. Let's move to Agenda Item No. 12, master service agreements. Mr. Torvinen.

**Mike Torvinen:** Thank you, Governor. Under Agenda Item 12, there are four separate requests for approval of master service agreements, one with Broadband Networking. One deals with the purchase of office furniture by State agencies and subdivisions. The third is for inmate kiosks. And the fourth is for security systems offered to various State agencies.

**Governor:** Board members, do you have any questions with regard to Agenda Item No. 12?

**Attorney General:** No, Governor. I move for approval of Agenda Item No. 12.

**Governor:** Attorney General has moved for approval for the master service agreements described in Agenda Item No. 12. Is there a second?

**Secretary of State:** Second.

**Governor:** Second by the Secretary of State. Any questions or discussion on the motion? All those in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes unanimously.

### 13. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

#### Comments:

**Governor:** Agenda Item No. 13, Board member comments, public comment. Mr. Torvinen, did you have a comment with regard to legislation?

**Mike Torvinen:** Yes. Thank you, Governor. With us is Kimberlee Tarter from the Purchasing Division. We wanted to give you a briefing on AB41 that's changed some of the BOE procedures in contract thresholds.

**Kimberlee Tarter:** Good morning. Kimberlee Tarter, Deputy Administrator with the Purchasing Division, for the record. AB41 was passed on May 18. And there are four sections in this that affects State contracting. The first section -- and I think this is something that you'll be appreciative of. We were able to relocate NRS 284.173. 284 -- excuse me, that's an old one. Did that last session. 284.1729, which is the section that deals with the current and former employee contracting. We were able to move that into NRS 333, so it took it into the Purchasing Act.

The second thing that we were able to accomplish in that was changing the process. We had one contract on the Agenda today where it required two Board of Examiner meetings to get that contract approved. The first one was the approval of the relationship. And then upon your approval, you would then have to go to the next Board of Examiners meeting for the actual contract approval. We were able to get that changed so that those two items can be separate action items but on the same Agenda. So on the first Agenda if you approve the relationship, you can then leave the contract in the contract approval section of that same Agenda. And what it will require is we'll have to go and change the State Administrative Manual because we have this process clearly spelled out in the State Administrative Manual currently as a two-step, taking it to the single meeting. Two step in one meeting. So that is one of the things that AB41 was able to accomplish.

The second thing that was accomplished was the bid threshold. Again, this is just an internal procedure on solicitations that the Purchasing Division oversees for supplies, equipment and material. It's commodity based. We will now be able to do informal solicitations up to \$50,000.

And then at \$50,000 is when we will do a formal invitation to bid for those commodity items. One of the changes in that was that we will now be working with the Governor's Office of Economic Development and working with Assemblywoman Bustamante Adams. She was working to get legislation in place to work with emerging business enterprises. So we're going to be working more with local Nevada businesses. We'll have more flexibility in being able to do that now. So that's one of the other good takeaways from that threshold being raised to \$50,000. And the second thing was that it brought it commensurate with local governments. They were already at \$50,000 for their bids.

The third piece that went into effect, and this is one that's going to require a sound policy change also, but this is one that we'd like to bring to your attention because it is going to be an action item that we would propose at the next Board of Examiners' Agenda. So I'll let you know what occurred. And then if you would let us know if you would like to meet with us to discuss it further or if you just have any concerns or anything you'd like to alert us to. But entered as 333.700 was revised and that's the section that applies to the Board of Examiners' ability or authority to delegate contract approvals to the Clerk of the Board of Examiners. And as you know, currently \$9,999 is the Clerk of the Board's authority to approve a contract. We were able to get that raised to \$50,000. So with your approval, the Clerk of the Board of Examiners would be able to approve a contract up to \$49,999 now. In the past there was a slight separation. He could do up to \$9,999 for a contract. And then if there was an emergency, he could go up to \$25,000. But those were combined together and just set at \$50,000.

So based upon the Board's pleasure, we would then go back and do a change to the State Administrative Manual reflecting the Clerk's authority to do \$50,000 if that was indeed your pleasure. The agencies -- that was still limited to \$1,999. There was no appetite to increase State agencies' authority to approve contracts. So an agency director, such as Mr. Willden, could go and approve a contract up to \$1,999. Any contract above that would be submitted to the Budget Office, would then be approved by the Clerk of the Board of Examiners potentially up to \$49,999 as the statute's currently changed. So we would be seeking feedback on that as to what your pleasure is in making that change in policy as well.

The second thing it did was they added a provision that contracts can be performed in parts or in phases, but the contract can't be split to avoid the competitive bidding requirements. And the last little thing AB41 did, under the statute, if an agency entered into a contract for commodities, and they did it contrary to the provisions of NRS 333, then it would become void and they could be personally liable for that contract. But it overlooked services, so we went in and we added services in there to provide that continuity so that if an agency goes out and enters into a contract contrary to the provisions of NRS 333 now for goods, supplies, material or services, any one of those would be void and then they could be potentially held personally liable for their actions. And those really sum up what occurred with AB41.

**Governor:** Thank you. Very thorough. Any questions from Board members?

**Attorney General:** Just a follow-up question. When you say personally liable, personally liable for the costs?

**Kimberlee Tarter:** Yes, that is correct.

**Attorney General:** That's the only penalty? They would be fined -- assessed against whoever entered into it outside of the NRS?

**Kimberlee Tarter:** That's correct. The only thing that would happen, as the contract becomes void, that individual and I should add also the agency head could then be held personally liable for the cost of that contract.

**Attorney General:** And who does the enforcement action?

**Kimberlee Tarter:** It has not, to date, been enforced all the way through. It has been -- Department of Corrections going back about probably 15 years started to go down that path with -- it was either a warden or associate warden out at one of the rural camps that was making some purchases that were illegal. They started to enforce that. It was with the Inspector General's Office at that time, who was working on it and investigating it. Before they actually made it to that point, that individual chose to retire, and that's the only time I'm aware that an agency has actually pursued that.

**Attorney General:** There's nothing in the statute that identifies the enforcement agency, however?

**Kimberlee Tarter:** No, there's not.

**Attorney General:** Okay. And then the only thing I would ask is that if we are going to bring back to the Board the discussion on the authority of the Clerk of the Court to approve contracts up to the \$49,000 threshold, I'd like to know how many contracts actually there are that are entered into under that threshold. I don't know. Going back a year or two years. I don't know if that's too burdensome, but I'd be curious just to know the total amount.

**Kimberlee Tarter:** Last fiscal year. What it will do is that will actually increase the contracts by about 200 -- a total of 200. So I don't have the exact numbers off the top of my head, but there was approximately contracts up to that amount. There was 217 contracts approximately up to \$9,999. And then when we went and looked at the numbers up to \$49,999, it added another, I think, 236.

**Attorney General:** And so that was in the course of last year -- annual basis?

**Kimberlee Tarter:** That was over last fiscal. I think I ran that over fiscal year.

**Attorney General:** Fiscal year. Okay.

**Kimberlee Tarter:** I'm pretty sure I did.

**Attorney General:** So we're talking about 300 contracts, little over 300 contracts?

**Kimberlee Tarter:** No. I would say 225 to 250.

**Attorney General:** Okay.

**Kimberlee Tarter:** It will essentially -- and what was interesting in looking at those numbers is that it almost went in thirds. Below the \$10,000 was approximately 220 contracts. \$10,000 to \$50,000 was about 230 contracts. And then \$50,000 and up was right about 200 contracts.

**Attorney General:** Okay.

**Kimberlee Tarter:** So it would take to the Clerk then about double what will go through their office.

**Attorney General:** Okay. And so you read that as enabling legislation and that authority only will be granted if the Board grants that authority up to the \$49,000 to the Clerk or it's not enabling legislation? The Clerk automatically now has that without any action by the Board?

**Kimberlee Tarter:** It is enabling legislation. It speaks to efficiencies in contracting. It allows agencies to get those contracts between that \$10,000 approved in a much more timely fashion. I think it's also important to note that the type of contracts we saw when we went in and analyzed the information were more the contracts along the line of maintenance, HVAC-type plumbing and then some were -- some services we saw some interpreter contracts. But they were more contracts that were the day-to-day business operations of the agency that fell into that threshold, that range. And while the statute provides you now the ability to authorize that delegation, you have to specifically make an authorization through the State Administrative Manual. It just does not become effective automatically.

**Attorney General:** Okay. Thank you.

**Kimberlee Tarter:** You're welcome.

**Governor:** Thank you.

**Secretary of State:** I have a follow-up question to that.

**Governor:** Go ahead, Mr. Secretary of State.

**Secretary of State:** Did your analysis also contemplate the type of situations that I believe occur regularly where agencies will contract below the \$10,000 threshold and spring an amendment later on to increase that amount?

**Kimberlee Tarter:** Yes. We did look at that. It won't stop that, but I think it will actually limit it because that threshold prior to was so low that it was very difficult. And so time was of the essence and they would need to get a contract in place, and they would use that \$9,999 as the means to do that to start work to ensure that no work was taking place outside of a contract, and then do an amendment to bring back for the total amount, which is why we added that one



section in the statute saying you can split work, but you can't do anything to avoid the competitive solicitation requirements. So the intent is to prevent agencies from doing an informal solicitation and getting three quotes, getting that contract approved and then amending it and adding enough authority to that contract that they would then have exceeded the requirement to do an RFP.

So if you're an agency and you have a need for services and that estimated contract amount is over \$25,000 in a fiscal year, you must do an RFP by regulation. And so what we're working with is ensuring that they don't go and do a contract for a smaller amount to avoid the RFP process and then amend it to bring it up to an amount that exceeded when they should have done a formal solicitation. So those are the types of things that we look for. I think with that threshold of \$50,000 being available to them for the Clerk to approve, that takes some of that away because they can still follow the process. They can still get their contract approved in a more timely fashion if it's \$25,000 or \$30,000. I think that's one of the things they were doing.

**Secretary of State:** And I certainly understand that and appreciate that need for additional transparency and hopefully having it brought to a public board. What other specific interests did you speak to when you brought this before the legislature in terms of how that \$10,000 threshold may have been cumbersome or problematic for agencies?

**Kimberlee Tarter:** Honestly, it was doing an analysis of the data and looking to see what types of contracts would fall within that range, how many we were seeing amendments to increase them to go over the \$10,000 threshold and then to get the total numbers like we discussed earlier where those natural breaks were falling. That's really the information we analyzed in coming back and making a recommendation for a proposed threshold change.

**Secretary of State:** Okay. And so do you have any written analysis that you would be able to provide to the Board so that we could review it prior to being asked to make a decision?

**Kimberlee Tarter:** Absolutely.

**Secretary of State:** Okay. Great. Thank you.

**Governor:** Thank you. And just a couple follow-ups with the Secretary of State's questions is there won't be an ability for an agency to stack \$49,999 contracts one on top of the other to avoid review by this Board, will there?

**Kimberlee Tarter:** No.

**Governor:** Okay.

**Kimberlee Tarter:** The initial contract can be approved up to that dollar amount and then they could do an amendment up to that dollar amount and that would stay at the Clerk based on the current interpretation of that section of statute.

**Governor:** So you're saying they can, then.

**Kimberlee Tarter:** Well...

**Attorney General:** Legally, technically they probably can.

**Kimberlee Tarter:** I think they could stack an amendment at \$50,000. That is something, though, that can -- because the way that statute is written, that could be precluded through the policy adoption piece.

**Governor:** Yeah, no, and that would be an issue that I'd want to discuss and then also what we do is the Attorney General knows on the State Transportation Board is a review as an informational item all the contracts less than \$300,000 so we have an idea of what is being approved. But certainly I know I will want, if we do adopt this, that we review all those as an informational item, those that have been approved and entered into and that we avoid any stacking. Not to say that anyone's trying to do that, but once somebody gets over that \$50,000 threshold on a contract, I'll want that to come before the Board.

**Kimberlee Tarter:** Yeah, absolutely. And right now the process is with \$10,000. The Clerk can approve less than that and then they can do an amendment for \$10,000 or less and go to the Clerk. But because this is a much larger dollar amount, that is absolutely a process that we can provide for your consideration and through the contract entry and tracking system. We do have the ability to get that information and provide it as an informational on the Board of Examiners Agenda.

**Governor:** And then I'll perhaps -- if you could connect with Director Malfabon to see -- they do a really nice job on the spreadsheets with the contracts that are entered into by the department over there. So anyway, any other further questions with regard to AB41?

**Attorney General:** Just one more follow up. On the heels of the Secretary's request for the next meeting, if we're going to have this discussion and the written analysis, I'd also like to know the Clerk's thoughts. In other words, if the Clerk is going to have this new authority up to that amount, what criteria will the Clerk look at to approve or not approve these types of contracts so that State agencies kind of have a sense of what parameters they have to follow so that we're not hearing arguments that is arbitrary or there's no set process or you have to take the Clerk to lunch to get what you want. So that's what I would kind of want to know, if there is something that we can set in place, at least some broad parameters. That would be helpful to State agencies.

**Governor:** And also the Attorney General prompted a question for me. Would there be some appellate process if the Clerk were to turn down a contract and somebody wanted it considered again by the Board?

**Attorney General:** And would that come up to the Board, right?

**Governor:** Yes.

**Attorney General:** Okay.

**Kimberlee Tarter:** Absolutely. We will bring all these back for the next meeting. Thank you.

**Governor:** Any other questions or comments? All right, then. Is there any public comment here in Carson City for the Board of Examiners? Any public comment from Las Vegas? All right, then.

**\*14. FOR POSSIBLE ACTION – ADJOURNMENT**

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

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**Governor:** Is there a motion for adjournment?

**Attorney General:** I'll move for adjournment.

**Secretary of State:** Second.

**Governor:** Attorney General has moved for adjournment. Secretary of State has seconded the motion. All in favor, please say aye.

**Attorney General:** Aye.

**Governor:** Aye.

**Secretary of State:** Aye.

**Governor:** Motion passes. This meeting is adjourned. Thank you, ladies and gentlemen. Thank you. Very well done.

**Respectfully submitted,**

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JEFF MOHLENKAMP, CLERK

**APPROVED:**

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GOVERNOR BRIAN SANDOVAL, CHAIRMAN

---

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

---

SECRETARY OF STATE ROSS MILLER



Brian Sandoval  
Governor



Jeff Mohlenkamp  
State Budget Director

Stephanie Day  
Deputy State Budget Director

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Budget Division*

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

Date: June 6, 2013  
To: Jeff Mohlenkamp, Clerk of the Board  
Department of Administration  
From: Colleen Murphy, Budget Analyst *CM*  
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**

Agenda Item Write-up:

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 four refund requests totaling \$78,390.00.

Additional Information:

Below is a table summarizing the action taken by the Board or pending the Board's approval at this time, and provides an outlook for future potential mining claim refunds. The fiscal year 2012 value includes a \$700 adjustment due to an administrative error that occurred with the very first mining claim refund request forwarded to the BOE in November 2011.

BOE Meeting Date	Mining Refund	MBT Credit	Grand Total
Fiscal Year 2012	\$16,327,608.50	\$619,390.00	\$16,946,998.50
Fiscal Year 2013 To Date	\$509,765.00	\$56,100.00	\$565,865.00
<b>July 2013</b>	<b>\$78,390.00</b>	<b>\$0.00</b>	<b>\$78,390.00</b>
One-Time Adjustment	(\$700.00)	\$0.00	(\$700.00)
Totals to Date	\$16,915,063.50	\$675,490.00	\$17,590,553.50
Total Mining Claims Deposited in State General Fund			\$18,158,531.50
<b>Difference</b>			<b>\$567,978.00</b>

Statutory Authority:

Senate Bill 493, Section 16.7, 2011 Legislative Session.

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



**STATE OF NEVADA  
DEPARTMENT OF TAXATION**

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

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

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

**BRIAN SANDOVAL**  
*Governor*  
**ROBERT R BARENGO**  
*Chair, Nevada Tax Commission*  
**CHRISTOPHER NIELSEN**  
*Executive Director*

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

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

Date: May 29, 2013

To: Colleen Murphy, Budget Analyst 4

From: Sumiko Maser, Deputy Director, Administrative Services

CC: Jennifer Gamroth, Program Analyst, Legislative Counsel Bureau  
Cathy Gregg, Budget Analyst 4

Subject: Board of Examiners Action Item – Mining Fee Refunds

**RECEIVED**

JUN 03 2013

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

In accordance with Senate Bill (SB) 493 (see Attachment A for relevant sections) of the 2011 Legislative Session, the Department of Taxation requests the Board of Examiners' approval for payment of the attached list of 5 applications for mining fee refunds, totaling \$78,390.00 (see Attachment B). These refunds are for amounts paid by mining claim holders pursuant to Nevada Revised Statute (NRS) 517.187 (see Attachment C for relevant sections). Section 16.7 of SB 493 repeals NRS 517.187 for mining claims fees adopted in Assembly Bill (AB) 6 during the 26<sup>th</sup> Special Session. AB 6, section 47 (see Attachment D for relevant sections), 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 2013 totaled \$18,158,531.50.

Attachment B represents the Taxation's thirteenth 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 four applications received and verified to date for this thirteenth 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 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 761 applications for refund, totaling \$16,915,063.50, for Board approval and identified 26 applicants that will have refund amounts, totaling \$675,490.00, 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



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.



**ATTACHMENT B**

**Refund of Mining Fees Paid Pursuant to NRS 517.187  
As of May 29, 2013**

<u>#</u>	<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date Received Claim</u>	<u>Amount Paid</u>
1	MOUGH, DAVE C	MOUGH, DAVE C	EUREKA	05/02/13	\$ 170.00
2	NEVADA COPPER INC	NEVADA COPPER INC	LYON	05/06/13	\$ 53,635.00
3	LONG, RONEY C	LONG, RONEY C	PERSHING	05/14/13	\$ 700.00
4	RAWHIDE MINING LLC	RAWHIDE MINING LLC	MINERAL	05/24/13	\$ 23,885.00
		Total Refunds			<u>\$ 78,390.00</u>

## CHAPTER 517 - MINING CLAIMS, MILL SITES AND TUNNEL RIGHTS

## GENERAL PROVISIONS

[NRS 517.003](#) "Division" defined.

## LOCATION OF MINING CLAIMS, MILL SITES AND TUNNEL RIGHTS

## LODE CLAIMS

[NRS 517.010](#) Person entitled to locate; requirements for location.  
[NRS 517.030](#) Monumenting of claim; required removal of plastic monuments.  
[NRS 517.040](#) Map: Specifications; filing; distribution; use of filing fee.  
[NRS 517.050](#) Certificate of location: Recording; contents; effect of insufficiency.  
[NRS 517.080](#) Relocation of abandoned lode claim.

## PLACER CLAIMS

[NRS 517.090](#) Requirements for location.  
[NRS 517.100](#) Map: Specifications; filing; use of filing fee.  
[NRS 517.110](#) Certificate of location: Recording; contents; effect of insufficiency.

## TAILINGS AND WASTE

[NRS 517.115](#) Evidence of abandonment; acquisition after abandonment.

## MILL SITES

[NRS 517.120](#) Location of nonmineral land as mill site.  
[NRS 517.130](#) Requirements for location.  
[NRS 517.140](#) Certificate of location: Recording; contents; effect of insufficiency.

## TUNNEL RIGHTS

[NRS 517.150](#) Requirements for location.  
[NRS 517.160](#) Definition of boundaries; erection of monuments.  
[NRS 517.170](#) Recording of certificate of location; filing of map; effect of insufficiency.  
[NRS 517.180](#) Location of blind or unknown lode or vein in tunnel.

## GENERAL PROVISIONS

[NRS 517.185](#) Fee for each document filed; disposition.  
[NRS 517.187](#) Additional fee for filing made pursuant to [NRS 517.230](#). [Effective through June 30, 2011.]  
[NRS 517.190](#) Notice of location: Filing; evidentiary effect.  
[NRS 517.195](#) Separate notices and certificates of location; effect of combining locations in notice or certificate.  
[NRS 517.200](#) Validation of defective certificate of location or change of boundaries: Filing of amended certificate of location; effect of amendment; correction of common error.  
[NRS 517.210](#) Survey of location: Evidentiary effect of field notes and surveyor's certificate.  
[NRS 517.213](#) Inclusion of patented mines and mining claims on county map; conformity of discrepancy between county map and record of survey showing location of mine or claim; duty of county recorder to provide map to county assessor.  
[NRS 517.215](#) Comparison of record of survey to county map of other claims; proposal to change map; notice; hearing.  
[NRS 517.230](#) Affidavit of work performed or improvements made; affidavit of owner or claimant; evidentiary effect of affidavits.  
[NRS 517.280](#) Certificates of location need not be sworn to; no required form.  
[NRS 517.290](#) Applicability of [NRS 517.010](#) to [517.280](#), inclusive.  
[NRS 517.300](#) Unlawful acts; penalties.

## 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.

**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





3. The issuance of **H** 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 ~~155,251~~ **\$5,186** per pupil. For each respective school district, the basic support guarantee per pupil for the 2009-2010 Fiscal Year is:

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





**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.



**Refund of Mining Fees Paid Pursuant to NRS 517.187  
As of May 29, 2013**

	<u>Fees Collected/ Refunds</u>	<u>Refund Adjustment</u>	<u>Applied to MBT Liability</u>	<u>Total Application Amount</u>	<u># of Refunds</u>	<u>Refund Adjustment</u>	<u># Applied to MBT Applications</u>	<u>Total</u>
Mining Fees Collected FY 2010	\$17,150.00			\$17,150.00				
Mining Fees Collected FY 2011	\$18,135,081.50		\$18,135,081.50	\$18,135,081.50				
Mining Fees Collected FY 2012 (adjustment)	\$6,300.00		\$6,300.00	\$6,300.00				
Mining Fees Collected FY 2013	\$0.00		\$0.00	\$0.00				
<b>Total Mining Fees Collected in BA 9999</b>	<b>\$18,158,531.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,158,531.50</b>				
November 8, 2011 BOE - Request #1	\$8,184,269.50	(\$4,340.00)	\$538,050.00	\$8,717,979.50	335	(1)	14	348
December 13, 2011 BOE - Request #2	\$522,960.00		\$7,140.00	\$530,100.00	61		3	64
CR 060 00001003346 refund from Freeport- McMoran for overpayment of mining fee refund.	(\$700.00)	(\$77,805.00)		(\$700.00)				
January 10, 2012 BOE - Request #3	\$5,767,114.00			\$5,689,309.00	175	(3)	0	172
February 14, 2012 BOE - Request #4	\$588,830.00		\$74,200.00	\$663,030.00	50		4	54
March 13, 2012 BOE - Request #5	\$1,210,220.00			\$1,210,220.00	48			48
April 3, 2012 BOE - Request #6	\$117,150.00			\$117,150.00	4			4
June 12, 2012 BOE - Request #7	\$19,210.00			\$19,210.00	6			6
August 14, 2012 BOE - Request #8	<b>\$143,955.00</b>			<b>\$143,955.00</b>	41			41
November 13, 2012 BOE - Request #9	<b>\$193,135.00</b>		\$56,100.00	<b>\$249,235.00</b>	16			21
December 3, 2012 BOE - Request #10	<b>\$109,200.00</b>			<b>\$109,200.00</b>	18			18
May 14, 2013 BOE - Request #11	<b>\$173,195.00</b>	<b>(\$153,595.00)</b>		<b>\$19,600.00</b>	10	(6)	5	4
June 11, 2013 BOE - Request #12	\$43,875.00			\$43,875.00	3			3
July 9, 2013 BOE - Request #13	\$78,390.00			\$78,390.00	4			4
<b>Total Refunds</b>	<b>\$17,150,803.50</b>	<b>(\$235,740.00)</b>	<b>\$675,490.00</b>	<b>\$17,590,553.50</b>	<b>771</b>	<b>(10)</b>	<b>26</b>	<b>787</b>
<b>Total Remaining</b>	<b>\$1,007,728.00</b>	<b>\$235,740.00</b>	<b>(\$675,490.00)</b>	<b>\$567,978.00</b>				



**KIM R. WALLIN,**  
CMA, CFM, CPA  
State Controller

STATE OF NEVADA

SUSAN ROSSETER HART  
Chief Deputy Controller



OFFICE OF THE  
STATE CONTROLLER

RECEIVED  
JUN 12 2013  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

MEMORANDUM

June 12, 2013

To: Katrina Nielsen  
Dept. of Administration, Budget Div.

From: Kim R. Wallin, Controller *KRW*

Subject: Controller's Office request for general fund appropriations

Pursuant to the Department of Administration's policy directive #D-2012-08, the Controller's Office is requesting General Fund appropriations for salary adjustment money available from the Board of Examiners to cover deficiencies in salaries. We are currently projecting a shortfall in our category 01 - Personnel of \$10,129.

Attached for review are our salary projections as of June 10, 2013 as well as the above referenced memo showing \$18,533 available to us in FY13 for this purpose. As instructed, work program 13SA1130 will be submitted for this request.

If you have any questions, please do not hesitate to contact our office.

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

[www.controller.nv.gov](http://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

Controller's Office  
FY 13 SALARY PROJECTIONS

Analysis as of: 6/7/2013

Holidays	July 4th	8/3/12	8/27/12	9/10/12	9/17/12	10/12/12	10/29/12	11/19/12	11/27/12	12/17/12	12/24/12	1/1/13	1/15/13	2/12/13	2/19/13	3/15/13	3/29/13			
Pay Period	PP02	PP03	PP04	PP05	PP06	PP07	PP08	PP09	PP10	PP11	PP12	PP13	PP14	PP15	PP16	PP17	PP18	PP19	PP20	
Pay Period Dates	7/1-7/6/12	7/8-7/22/12	7/25-8/5/12	8/6-8/19/12	8/20-9/2/12	9/3-9/16/12	9/17-9/30/12	10/1-10/14/12	10/15-10/28/12	10/29-11/11/12	11/12-11/25/12	11/26-12/9/12	12/10-12/23/12	12/24/1-1/6/13	1/7-1/20/13	1/21-2/3/13	2/4-2/17/13	2/18-3/3/13	3/4-3/17/13	
Statutes																				
5100 - Salaries	\$38,169	\$75,589	\$70,517	\$76,973	\$74,148	\$78,456	\$77,488	\$78,789	\$85,392	\$85,923	\$84,216	\$91,878	\$90,089	\$98,112	\$78,528	\$93,929	\$79,709	\$91,824	\$80,554	\$80,554
5120 - Furlough Adj.	(82,173)	(81,743)	(83,131)	(81,682)	(82,189)	(82,520)	(81,324)	(81,955)	(87,711)	(81,571)	(80,033)	(85,233)	(81,708)	(82,263)	(82,000)	(81,683)	(81,374)	(82,655)	(82,352)	(82,352)
5600 - Furlough Leave Time	\$2,173	\$1,743	\$3,131	\$1,682	\$2,189	\$2,520	\$1,324	\$1,955	\$7,711	\$1,571	\$903	\$523	\$1,708	\$3,263	\$2,000	\$1,683	\$1,374	\$2,655	\$2,352	\$2,352
5610 - Sick Leave	\$1,640	\$3,512	\$1,425	\$2,315	\$3,916	\$4,656	\$4,735	\$3,225	\$2,597	\$1,477	\$3,697	\$3,897	\$3,392	\$4,284	\$4,284	\$4,110	\$3,108	\$3,986	\$4,384	\$4,384
5620 - Annual Leave	\$5,351	\$6,815	\$6,558	\$4,442	\$7,308	\$5,423	\$6,995	\$7,901	\$2,980	\$619	\$4,180	\$3,046	\$4,137	\$11,655	\$3,655	\$4,110	\$3,028	\$2,986	\$2,986	\$2,986
5640 - Comp Time Leave	\$343	\$2,030	\$5,283	\$1,825	\$1,111	\$1,228	\$54	\$47	\$333	\$240	\$1,356	\$1,356	\$1,431	\$4,677	\$2,688	\$840	\$4,733	\$720	\$983	\$983
5650 - Other Leaves	\$65								\$28	\$17										
Chief Dep Controller - filled 6/2/13																				
Acct Tech II vacated 5/24/13																				
Admin Asst III filled 5/28/13																				
5904 - Vacancy Savings																				
5901 - Payroll Adjustments																				
Subtotal	\$45,504	\$97,010	\$82,784	\$85,558	\$88,480	\$89,763	\$89,270	\$89,882	\$89,891	\$89,396	\$90,884	\$90,189	\$89,200	\$87,676	\$89,144	\$89,845	\$89,576	\$89,294	\$89,294	\$89,294
Employee Costs																				
5200 - Workers Comp	\$316	\$579	\$1,062	\$457	\$406	\$406	\$384	\$369	\$315	\$250	\$212	\$184	\$1,388	\$1,651	\$1,680	\$1,689	\$1,695	\$1,695	\$1,675	\$1,675
5300 - Retirement	\$9,884	\$16,146	\$17,480	\$17,638	\$17,616	\$18,693	\$18,131	\$18,155	\$18,105	\$16,177	\$16,134	\$18,106	\$18,151	\$18,161	\$18,200	\$18,205	\$18,213	\$18,222	\$18,197	\$18,197
5400 - Personnel Assessment	\$27,878	\$27,145		\$27,878	\$27,878		\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612	\$28,612
5700 - Payroll Ass.	\$891	\$2,341	\$9,275	\$2,301	\$2,328	\$2,415	\$2,401	\$2,420	\$2,413	\$2,406	\$2,418	\$2,428	\$2,389	\$2,358	\$2,398	\$2,411	\$2,420	\$2,402	\$2,392	\$2,392
5750 - Ret. Group Ins.	\$154	\$1,314	\$302	\$375	\$317	\$329	\$327	\$330	\$333	\$328	\$330	\$330	\$327	\$327	\$327	\$327	\$327	\$327	\$327	\$327
5800 - Unemp Compensation	\$640	\$1,162	\$4,954	\$1,443	\$1,158	\$1,252	\$1,197	\$1,256	\$1,212	\$1,253	\$1,198	\$1,263	\$1,188	\$1,231	\$1,187	\$1,256	\$1,198	\$1,251	\$1,255	\$1,255
5840 - Medicare	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5841 - Social Security	\$39,843	\$50,667	\$33,053	\$22,214	\$24,359	\$23,085	\$15,052	\$22,519	\$50,990	\$22,413	\$50,803	\$25,831	\$52,882	\$23,402	\$52,077	\$24,448	\$52,140	\$27,079	\$23,519	\$23,519
Subtotal	\$39,843	\$50,667	\$33,053	\$22,214	\$24,359	\$23,085	\$15,052	\$22,519	\$50,990	\$22,413	\$50,803	\$25,831	\$52,882	\$23,402	\$52,077	\$24,448	\$52,140	\$27,079	\$23,519	\$23,519
Miscellaneous Costs																				
5810 - Overtime Pay																				
5820 - Holiday Pay																				
5830 - Paid Comp																				
5880 - Shift Diff (Non-OT)																				
5910 - Standby Pay	\$229	\$377	\$364	\$388	\$369	\$334	\$378	\$396	\$320	\$51	\$98	\$28	\$345	\$346	\$382	\$355	\$371	\$391	\$347	\$347
5930 - Longevity																				
5960 - Term Sick																				
5970 - Term Annual																				
5980 - Call Back Pay																				
7170 - Cloth/Uniform/Tool Allow																				
Subtotal	\$229	\$377	\$364	\$388	\$369	\$334	\$378	\$396	\$320	\$51	\$98	\$28	\$345	\$346	\$382	\$355	\$371	\$391	\$347	\$347
TOTAL	\$85,576	\$186,075	\$116,202	\$125,485	\$141,215	\$113,165	\$140,701	\$112,877	\$141,052	\$112,145	\$141,185	\$116,348	\$142,487	\$111,424	\$141,604	\$114,448	\$142,487	\$116,763	\$112,798	\$112,798
YTD TOTAL	\$85,576	\$223,651	\$399,853	\$485,318	\$606,533	\$719,718	\$860,418	\$973,286	\$1,114,347	\$1,226,482	\$1,387,857	\$1,484,005	\$1,626,502	\$1,737,956	\$1,879,529	\$1,995,977	\$2,136,464	\$2,253,228	\$2,366,026	\$2,366,026

Facts: Leave Payouts as of PP23 - Do not have breakdown of sick and annual. Used total hours as annual. Do not know how many years of service. Used 20 years. Projections include Deputy Chief Vacancy for one month. Projections are based on historical percentage of salaries for benefit side

Memorial

4/1/13	4/26/13	5/10/13	5/24/13	6/7/13	PP26	5/27-5/30/13	PP26	6/10-6/23/13	PP26	6/24-30/13	TOTAL	BUDGET	DIFF.	
7/22	7/22	7/22	7/22	7/22	7/22	7/22	7/22	7/22	7/22	7/22	7/22	7/22	7/22	
3/18-3/31/13	4/1-4/15/13	4/15-4/28/13	4/28-5/12/13	5/13-5/26/13	5/27-5/30/13	5/31-6/13/13	6/14-6/27/13	6/28-7/11/13	7/12-7/25/13	7/26-7/29/13	TOTAL	BUDGET	DIFF.	
\$74,470	\$71,374	\$60,248	\$76,954	\$67,661	\$76,954	\$67,661	\$76,954	\$67,661	\$76,954	\$67,661	\$38,477	\$2,013,890	\$2,364,383	\$350,683
(\$3,824)	(\$1,978)	(\$2,059)	(\$1,839)	(\$2,619)	(\$1,839)	(\$2,619)	(\$1,839)	(\$2,619)	(\$1,839)	(\$2,619)	-\$919	(\$51,433)	\$0	\$51,433
\$3,824	\$1,978	\$2,059	\$1,839	\$2,619	\$1,839	\$2,619	\$1,839	\$2,619	\$1,839	\$2,619	\$919	\$51,433	\$0	(\$51,433)
\$4,805	\$4,864	\$4,917	\$3,032	\$3,122	\$3,032	\$3,122	\$3,032	\$3,122	\$3,032	\$3,122	\$1,516	\$92,485	\$0	(\$92,485)
\$5,720	\$9,712	\$2,292	\$7,860	\$9,683	\$7,860	\$9,683	\$7,860	\$9,683	\$7,860	\$9,683	\$3,930	\$148,024	\$0	(\$148,024)
\$2,360	\$2,867	\$1,073	\$237	\$2,643	\$237	\$2,643	\$237	\$2,643	\$237	\$2,643	\$119	\$42,233	\$0	(\$42,233)
			\$23	\$43		\$43		\$43		\$43	\$248	\$0	\$0	(\$248)
				\$2,007	\$4,014	\$2,007	\$4,014	\$2,007	\$4,014	\$2,007	\$6,029	\$0	\$0	(\$6,029)
				(\$1,702)	(\$1,702)	(\$1,702)	(\$1,702)	(\$1,702)	(\$1,702)	(\$1,702)	-\$851	(\$4,254)	\$0	\$4,254
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$37,355	\$88,816	\$88,530	\$68,105	\$85,192	\$88,388	\$87,505	\$88,388	\$87,505	\$88,388	\$87,505	\$45,188	\$2,288,455	\$2,331,813	\$33,158
\$1,645	\$1,673	\$1,588	\$1,569	\$1,511	\$1,679	\$1,683	\$1,569	\$1,679	\$1,683	\$1,569	\$859	\$28,670	\$22,968	(\$5,702)
\$18,178	\$18,387	\$18,125	\$18,132	\$17,953	\$18,385	\$18,201	\$18,385	\$18,201	\$18,385	\$18,201	\$9,401	\$472,548	\$468,213	(\$4,385)
\$3,520											\$0	\$14,081	\$14,081	\$0
\$28,812	\$887	\$28,920	\$27,145	\$27,145	\$27,145	\$27,145	\$27,145	\$27,145	\$27,145	\$27,145	\$0	\$368,394	\$370,734	\$4,340
\$2,350	\$2,389	\$2,381	\$2,370	\$2,292	\$2,386	\$2,389	\$2,386	\$2,389	\$2,386	\$2,389	\$1,220	\$88,665	\$83,838	(\$4,827)
\$1,164	\$1,244	\$1,181	\$1,230	\$1,198	\$1,237	\$1,225	\$1,237	\$1,225	\$1,237	\$1,225	\$633	\$35,803	\$33,285	(\$2,318)
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$55,469	\$24,589	\$52,208	\$23,331	\$50,038	\$23,688	\$50,586	\$23,688	\$50,586	\$23,688	\$50,586	\$12,113	\$994,604	\$985,308	(\$9,298)
											\$0	\$0	\$0	\$0
											\$0	\$0	\$0	\$0
											\$40	\$0	\$0	(\$40)
											\$75.99	\$9,050	\$11,137	\$2,087
											\$0	\$0	\$0	\$0
											\$8,434	\$0	\$0	(\$8,434)
											\$26,602	\$0	\$0	(\$26,602)
											\$0	\$0	\$0	\$0
											\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$302	\$346	\$390	\$152	\$458	\$8,982	\$10,337	\$8,982	\$10,337	\$8,982	\$10,337	\$76	\$45,127	\$11,137	(\$33,990)
\$143,128	\$113,751	\$141,126	\$111,588	\$135,688	\$121,058	\$148,438	\$121,058	\$148,438	\$121,058	\$148,438	\$67,387	\$3,338,185	\$3,328,058	(\$10,128)
\$2,508,152	\$2,622,803	\$2,784,029	\$2,875,617	\$3,011,303	\$3,132,961	\$3,280,799	\$3,132,961	\$3,280,799	\$3,132,961	\$3,280,799	\$3,338,185	\$3,338,185	\$3,338,185	\$0

GENERAL FUND SALARY ADJUSTMENT  
FISCAL YEARS 2012 AND 2013

Dept	Department Desc	Div	Division Desc	BA	Budget Account Desc	FY12	FY13
01	GOVERNOR'S OFFICE	010	GOVERNOR'S OFFICE	1000	OFFICE OF THE GOVERNOR	8,089	8,144
01	GOVERNOR'S OFFICE	010	GOVERNOR'S OFFICE	1001	GOVERNOR'S MANSION MAINTENANCE	594	597
01	STATE ENERGY OFFICE	011	STATE ENERGY OFFICE	4868	GOVERNOR'S OFFICE ENERGY CONSERVATION	663	2,101
02	NUCLEAR PROJECTS OFFICE	012	NUCLEAR PROJECTS OFFICE	1005	HIGH LEVEL NUCLEAR WASTE	2,280	2,296
02	LIEUTENANT GOVERNOR'S OFFICE	020	LIEUTENANT GOVERNOR'S OFFICE	1020	LIEUTENANT GOVERNOR	1,885	1,893
03	ATTORNEY GENERAL'S OFFICE	030	ATTORNEY GENERAL'S OFFICE	1002	AG - EXTRADITION COORDINATOR	554	558
03	ATTORNEY GENERAL'S OFFICE	030	ATTORNEY GENERAL'S OFFICE	1030	AG - ADMINISTRATIVE FUND	58,642	56,642
03	ATTORNEY GENERAL'S OFFICE	030	ATTORNEY GENERAL'S OFFICE	1036	AG - CRIME PREVENTION	1,337	1,355
03	ATTORNEY GENERAL'S OFFICE	030	ATTORNEY GENERAL'S OFFICE	1038	AG - CONSUMER ADVOCATE	6,118	6,182
04	SECRETARY OF STATE'S OFFICE	040	SECRETARY OF STATE'S OFFICE	1050	SOS - SECRETARY OF STATE	42,466	43,174
05	TREASURER'S OFFICE	050	TREASURER'S OFFICE	1080	TREASURER - STATE TREASURER	3,502	3,626
06	CONTROLLER'S OFFICE	060	CONTROLLER'S OFFICE	1130	CONTROLLER - CONTROLLER'S OFFICE	18,169	18,533
08	DEPARTMENT OF ADMINISTRATION	080	ADMINISTRATION - DIRECTOR'S OFFICE	1340	ADMINISTRATION - BUDGET AND PLANNING	12,750	12,912
08	DEPARTMENT OF ADMINISTRATION	081	INTERNAL AUDITS DIVISION	1560	ADMINISTRATION - DIVISION OF INTERNAL AUDITS	6,305	6,362
08	DEPARTMENT OF ADMINISTRATION	082	STATE PUBLIC WORKS DIVISION	1320	ADMINISTRATION - SPWD - FACILITY COND & ANALYSIS	1,025	1,041
08	DEPARTMENT OF ADMINISTRATION	087	INFORMATION TECHNOLOGY	1052	ADMINISTRATION - INFORMATION TECHNOLOGY DIVISION	527	528
08	DEPARTMENT OF ADMINISTRATION	332	NEVADA STATE LIBRARY AND ARCHIVES	2891	ADMINISTRATION - NSLA - ARCHIVES AND RECORDS	3,529	3,581
08	DEPARTMENT OF ADMINISTRATION	332	NEVADA STATE LIBRARY AND ARCHIVES	2893	ADMINISTRATION - NSLA - NEVADA STATE LIBRARY	5,768	5,858
09	SUPREME COURT	090	JUDICIAL BRANCH	1484	JUDICIAL PROGRAMS AND SERVICES DIVISION	482	504
09	SUPREME COURT	090	JUDICIAL BRANCH	1494	SUPREME COURT	2,692	2,775
09	SUPREME COURT	090	JUDICIAL BRANCH	1496	SENIOR JUSTICE & SENIOR JUDGE PROGRAM	35,938	36,325
09	SUPREME COURT	090	JUDICIAL BRANCH	2889	LAW LIBRARY	541	546
10	COMMISSION ON TOURISM	101	COMMISSION ON TOURISM	2600	TOURISM - INDIAN AFFAIRS COMMISSION	2,326	2,380
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	1350	TOURISM - MUSEUMS & HIST - LOST CITY MUSEUM	689	697
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	2870	TOURISM - MUSEUMS & HIST - NEVADA HISTORICAL SOCIETY	1,436	1,473
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	2940	TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, CC	1,744	1,794
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	2941	TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, CC	5,285	5,285
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	2943	TOURISM - MUSEUMS & HIST - NEVADA STATE MUSEUM, LV	1,715	1,720
10	COMMISSION ON TOURISM	331	MUSEUMS AND HISTORY DIVISION	4216	TOURISM - MUSEUMS & HIST - STATE RAILROAD MUSEUMS	3,423	3,490
10	COMMISSION ON TOURISM	333	NEVADA ARTS COUNCIL	2979	TOURISM - NEVADA ARTS COUNCIL	3,980	4,048
12	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	1526	ECONOMIC DEVELOPMENT - GOVERNORS OF ECONOMIC DEV	3,823	3,907
12	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	1528	ECONOMIC DEVELOPMENT - RURAL COMMUNITY DEVELOPMENT	4,866	4,926
12	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	4867	ECONOMIC DEVELOPMENT - PROCUREMENT OUTREACH PROGRAM	1,641	1,681
13	DEPARTMENT OF TAXATION	130	DEPARTMENT OF TAXATION	2361	DEPARTMENT OF TAXATION	2,271	2,279
15	COMMISSION ON ETHICS	150	COMMISSION ON ETHICS	2343	COMMISSION ON ETHICS	99,482	101,936
17	LEGISLATIVE COUNSEL BUREAU	170	LEGISLATIVE COUNSEL BUREAU	2626	LEG - NEVADA LEGISLATURE INTERIM	566	569
17	LEGISLATIVE COUNSEL BUREAU	170	LEGISLATIVE COUNSEL BUREAU	2631	LEG - LEGISLATIVE COUNSEL BUREAU	1,939	1,302
22	JUDICIAL DISCIPLINE COMMISSION	220	JUDICIAL DISCIPLINE COMMISSION	1497	JUDICIAL DISCIPLINE	79,659	53,638
24	OFFICE OF VETERAN'S SERVICES	240	OFFICE OF VETERAN'S SERVICES	2560	NCVA - COMMISSIONER FOR VETERANS' AFFAIRS	1,565	1,575
30	DEPARTMENT OF EDUCATION	300	DEPARTMENT OF EDUCATION	2615	NDE - SCHOOL REMEDIATION TRUST FUND	9,785	10,023
30	DEPARTMENT OF EDUCATION	300	DEPARTMENT OF EDUCATION	2673	NDE - EDUCATION STATE PROGRAMS	63,252	64,797
30	DEPARTMENT OF EDUCATION	300	DEPARTMENT OF EDUCATION	2697	NDE - PROFICIENCY TESTING	10,774	10,996
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2977	NSHE - SPECIAL PROJECTS	3,764	3,803
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2980	NSHE - UNIVERSITY OF NEVADA - RENO	1,434	1,468
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2982	NSHE - SCHOOL OF MEDICAL SCIENCES	615,929	622,494
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2983	NSHE - INTERCOLLEGIATE ATHLETICS - UNR	102,540	103,579
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2985	NSHE - STATEWIDE PROGRAMS - UNR	7,721	7,778
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2986	NSHE - SYSTEM ADMINISTRATION	19,428	19,571
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2987	NSHE - UNIVERSITY OF NEVADA - LAS VEGAS	18,232	18,353
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2988	NSHE - INTERCOLLEGIATE ATHLETICS - UNLV	861,467	870,929
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2989	NSHE - AGRICULTURAL EXPERIMENT STATION	6,795	6,830
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2990	NSHE - COOPERATIVE EXTENSION SERVICE	22,349	22,574
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2991	NSHE - SYSTEM COMPUTING CENTER	36,554	38,945
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2992	NSHE - UNLV LAW SCHOOL	53,943	54,545
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2994	NSHE - GREAT BASIN COLLEGE	43,062	43,571
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE	2995	NSHE - W.I.C.H.E. ADMINISTRATION	79,170	79,997
35	NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)	350	NSHE			780	780

Brian Sandoval  
Governor



Jeff Mohlenkamp  
State Budget Director

Stephanie Day  
Deputy State Budget Director

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Budget Division*

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

Date: June 25, 2013  
To: Jeff Mohlenkamp, Clerk of the Board  
Department of Administration  
From: Colleen Murphy, Budget Analyst IV *CM*  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**OFFICE OF THE ATTORNEY GENERAL**

Agenda Item Write-up:

Office of the Attorney General submits the following Tort Claim request for approval:

Claimant: Gypsum Resources, LLC  
Claim No.: TC 16567  
Date of Loss: March 2003  
Settlement Amount: \$920,000

Additional Information:

The settlement request is supported by United States District Court judgment filed May 17, 2013.

Statutory Authority:

SAM 2905

REVIEWED: <i>SD</i>
ACTION ITEM: _____





STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
100 North Carson Street  
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO  
*Attorney General*

KEITH G. MUNRO  
*Assistant Attorney General*

GREGORY M. SMITH  
*Chief of Staff*

## MEMORANDUM

**DATE:** June 3, 2013  
**TO:** Colleen Murphy, Budget Analyst IV  
**FROM:** Nancy Bowman, Tort Claims Manager  
**SUBJECT:** Tort Claim Approval for the July 9, 2013 Board of Examiner's Meeting

=====

Please place the following item on the July 9, 2013 Board of Examiner's agenda for approval. Upon approval, this item will be paid from Budget 1348, the Tort Claim Fund.

Claimant: Gypsum Resources, LLC & Manatt, Phelps & Phillips

Claim No.: TC 16567

Settlement Amount: \$920,000.00

**TORT CLAIM RECOMMENDATION**

DATE: June 2, 2013  
CLAIMANT: Gypsum Resources, LLC  
CLAIM NUMBER: TC16567  
DATE OF LOSS: March 2003  
AGENCY: Office of the Attorney General

**DISCUSSION**

This lawsuit was originally filed in 2005 by Gypsum Resources, LLC vs the Governor, Attorney General and Clark County. The lawsuit was in regards to SB 358 which was a bill that was enacted into law in 2003. This legislation was designed to protect the natural resources of the Red Rock Canyon in Clark County.

In November 2009, the district court granted summary judgment, in part, for Gypsum Resources. The granting of the summary judgment against the State invalidated SB 358 as unconstitutional. One claim regarding equal protection remained and was set for trial. At a later date, this issue was dismissed.

The State appealed the granting of partial summary judgment to the 9<sup>th</sup> Circuit Court of Appeals. The 9<sup>th</sup> Circuit found the case involved questions of State law and requested the Nevada Supreme Court decide whether SB 358 violated the Nevada Constitution. In January 2013, the Nevada Supreme Court issued its decision and found SB 358 to be unconstitutional.

In 2010, Clark County settled with Gypsum which removed them from the case.

The district court granted attorneys' fees and costs to Gypsum Resources in the amount of \$1,103,363. The State was able to negotiation this down to \$920,000.

**RECOMMENDATION**

It is recommended that the claim be paid in the amount of \$920,000.00

**RECOMMENDATION: PAY**

Gypsum Resources, LLC & Manatt, Phelps & Phillips  
Manatt, Phelps & Phillips, LLP  
11355 W Olympic Boulevard  
Los Angeles, CA 90064-1614

Approved:

Nancy Bowman  
NANCY BOWMAN, CLAIMS MANAGER

6/2/13  
DATE

Keith S. Munro  
KEITH MUNRO, ASSISTANT ATTORNEY GENERAL

6/2/13  
DATE

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COUNSEL/PARTIES OF RECORD	
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>MAY 17 2013</b></p> </div>	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

GYP SUM RESOURCES, LLC, a  
Nevada limited liability company,

Plaintiff,

vs.

CATHERINE CORTEZ MASTO, in  
her official capacity as Attorney  
General of the State of Nevada and  
her agents and successors;  
DAVID ROGER, in his official  
capacity as District Attorney of the  
County of Clark and his agents and  
successors; COUNTY OF CLARK, a  
political subdivision of the State of  
Nevada; BOARD OF COUNTY  
COMMISSIONERS OF THE  
COUNTY OF CLARK; and  
DOES 1-75,

Defendants.

No. CV-S-05-0583-RCJ-LRL

**JUDGMENT**

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**JUDGMENT**

This action came on for hearing on the motions for summary judgment filed by Plaintiff Gypsum Resources, LLC ("Gypsum") (Doc. #42), by Defendants David Roger, in his official capacity as District Attorney of the County of Clark and his agents and successors, County of Clark, and Board of County Commissioners of the County of Clark (collectively "County Defendants") (Doc. #43), and by Defendant Catherine Cortez Masto, in her official capacity as Attorney General of the State of Nevada and her agents and successors ("the State") (Doc. #44) on November 9, 2009.

On November 24, 2009, the Court issued its Order granting the motion for summary judgment filed by Gypsum on the Fourth and Fifth Causes of Action, invalidating Nevada Senate Bill No. 358 as unconstitutional under Article 4 Sections 20, 21, and 25 of the Nevada constitution. (Doc. #70.)

On December 22, 2009, the State filed an interlocutory appeal to the Ninth Circuit Court of Appeals from the Court's November 24, 2009 Order (Doc. #73).

On April 22, 2010, the Court dismissed as moot Gypsum's remaining claim against the State (Gypsum's First Cause of Action), pending the outcome of the State's interlocutory appeal, and subject to revival depending on the outcome of the State's interlocutory appeal (Doc. #86).

On June 9, 2010, the Court ordered dismissal of the County Defendants (Doc. #93) pursuant to the Stipulation and Settlement Agreement Pursuant to Court Ordered Settlement Conference (Doc. #92), leaving the State as the only remaining defendant in this action.

On March 7, 2013, the Ninth Circuit Court of Appeals issued its Amended Mandate on the State's appeal. On March 8, 2013, the Court issued its Amended

5

1 Order on Mandate (Doc. #100).

2 The State's interlocutory appeal having been finally resolved, it is now  
3 appropriate to enter Judgment in this action pursuant to Fed.R.Civ.Pro. 58.

4 Accordingly,

5

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

7

8 1. For the reasons stated in the Court's November 24, 2009 Order (Doc.  
9 #70), the Court finds and declares that Nevada Senate Bill 358, the "Red Rock  
10 Canyon Conservation Area and Adjacent Lands Act" (Act of May 19, 2003, ch.  
11 105, 2003 Nev. Stat. 595) ("SB 358"), is unconstitutional under Article 4 Sections  
12 20, 21, and 25 of the Nevada constitution, and the State is hereby enjoined from  
13 enforcing SB 358.

14 2. Plaintiff Gypsum's right to recover attorneys' fees against the State  
15 shall be determined on motion to be filed pursuant to the Stipulation and Order  
16 re Briefing Schedule on Motion for Attorneys' Fees by Plaintiff Gypsum  
17 Resources Against Defendant State, filed on March 16, 2013 (Doc. # 102).

18 3. Plaintiff Gypsum's right to recover costs against the State shall be  
19 determined by cost bill to be filed pursuant to Fed.R.Civ.Pro. 54(d) and Local  
20 Rule 54-1.

21 4. Plaintiff Gypsum shall recover from defendant State post-judgment  
22 interest from the date of entry of Judgment until the date this Judgment, and any  
23 sums awarded pursuant to it, is paid in full, pursuant to 28 U.S.C. §1961,  
24 compounded annually.

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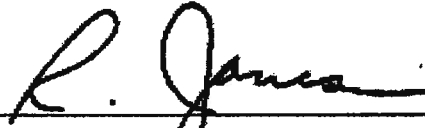
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Pursuant to Fed.R.Civ.Pro. 58(b)(2)(B), the Court hereby approves the form of the Judgment set forth above and directs the clerk to promptly enter the Judgment.



HON. ROBERT C. JONES  
United States Chief District Judge

Dated: This 17th day of May, 2013.

CLERK

307837129.1

Lease contracts must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force. Lease contracts ranging in cost from zero to \$1,999 require approval of the agency head; lease contracts ranging in cost from \$2,000 to \$9,999 require the approval of the Clerk of the Board of Examiners, or designee, on behalf of the Board of Examiners; lease contracts totaling \$10,000 or more require the approval of the Board of Examiners.

### **0330 Minor Remodeling, Repair, and Maintenance Contracts**

Contracts are required for all minor remodeling, repair and maintenance work and must be submitted to and approved by the Board of Examiners unless exempted in **SAM 0326**.

Contractors, as defined by [NRS 624](#), must be licensed before they can submit a bid or proposal on any minor remodeling, repair and maintenance work, pursuant to [NRS 624.700](#) unless specifically exempt under [NRS 624.031](#).

All buildings requiring minor non-structural remodeling, repair and maintenance work requiring the use of outside labor and having an estimated cost of less than \$5,000 that will NOT be executed by the Public Works ~~Board~~ [Division](#) may be negotiated by the agency controlling the building. (**SAM 1908**) Where the building is under control of the ~~Buildings and Grounds~~ [Buildings and Grounds Section of the State Public Works](#) Division, see **SAM 1004**.

All non-structural repairs costing more than \$5,000 and less than \$25,000 must have at least three bids or proof that the bids have been requested from at least three firms. All project requirements and specifications must be submitted in writing to all prospective bidders.

Exception: On jobs the agency estimates to cost between \$5,000 and \$25,000, the agency may negotiate work on a time and material basis if it submits statements by at least two reputable firms licensed to perform the work that the job cannot be bid.

Non-structural remodeling, repair and maintenance work is defined as work estimated to cost less than \$25,000 for which an agency has budgeted funds, and which does not affect the safety of the building and does not change, in any manner, its structural elements. If an agency has questions, it should contact the Public Works ~~Board~~ [Division](#).

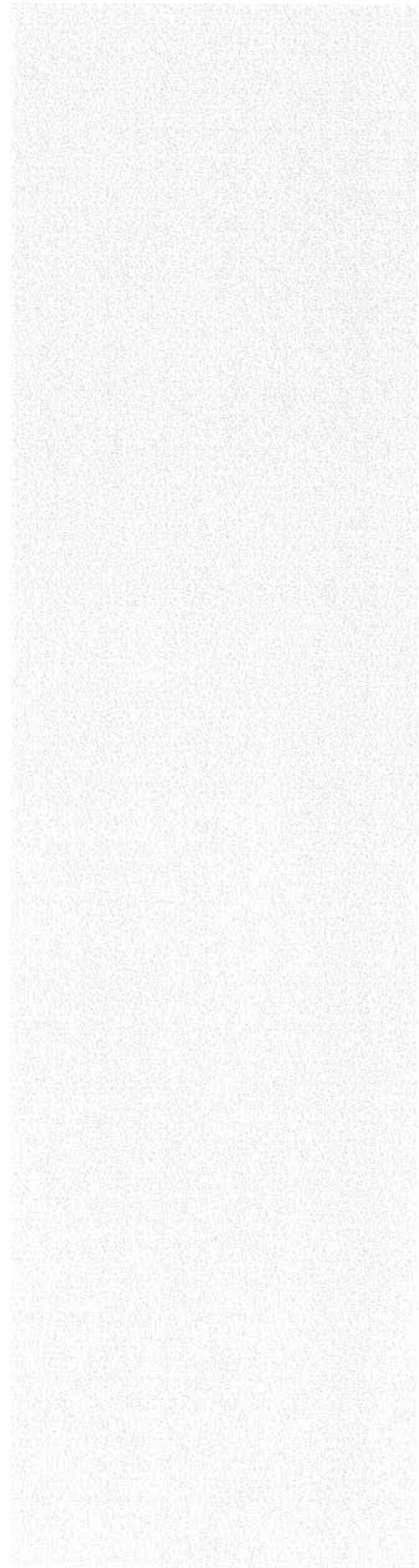
Examples of jobs that may be included under this section, and requiring contracts, are as follows:

1. Asphalt repair
2. Electrical repairs
3. Floor refinishing/repair
4. Landscape services
5. Painting of buildings/rooms
6. Plumbing repairs
7. Repair of heat plant boilers over \$15,000.00
8. Repair of refrigerators/freezers
9. Repair/replacement of air conditioners over \$15,000.00
10. Repair/replacement of bathroom tiles
11. Replacement of broken windows

12. Exterminator services

13. Maintenance and/or repair of elevators

Solicitation Requirements: Refer to **SAM 0338**.





## 0326 Independent Contracts Not Requiring Board of Examiners' Review

The following types of contracts need not be filed with or approved by the Board of Examiners:

1. Contracts executed by the Department of Transportation for any construction or reconstruction of highways.
2. Contracts executed by the **State Public Works Board** ~~Board~~ Division or any other department or agency for any construction or major repairs, which includes without limitation anticipatory repairs such as remodeling or maintenance, of State buildings, or State improvements (i.e., dams, boat ramps, camp grounds), including its leaseholds, if the contracting process was controlled by the rules of open competitive bidding. (**SAM 0338 and 1908**)
3. Contracts executed by the Housing Division of the Department of Business & Industry.
4. Contracts executed with business entities for any work or maintenance or repair of office machines and equipment. (Does not include computer hardware, computer hardware maintenance and computer software, or items listed in **SAM section 0330**)
5. Contracts entered into by the Nevada System of Higher Education.
6. Contracts for similar services provided by the same contractor within the same fiscal year which if combined would not exceed \$1,999.
7. Repair, replacement and installation of parts on automobiles and light trucks, including aircraft, heating and air conditioning refer to **SAM 1552**
8. Computer software maintenance that consists of the following: license agreements, right to download updates remotely and/or off site technical support.

## 0328 Lease Contracts

State Offices - The ~~Chief of the Buildings and Grounds~~ Administrator of the State Public Works Division has the authority to lease and equip office rooms outside of State buildings whenever sufficient space cannot be provided within State buildings. No such lease may extend beyond the term of one (1) year unless it is reviewed and approved by the Board of Examiners. (**NRS 331.110**). The Attorney General shall approve each lease entered into pursuant to this section as to form and compliance with law.

Land - The Division of State Lands acquires and holds all lands and interests in land owned or required by the State except:

1. Lands or interests used or acquired for highway purposes;
2. Lands or interests the title to which is vested in the Board of Regents of the Nevada System of Higher Education.
3. Office buildings leased by the ~~Chief of Buildings and Grounds~~ Administrator of the State Public Works Division; or
4. Lands used or acquired for the Legislature or its staff.

Equipment - The Purchasing Administrator has sole authority to contract for equipment unless otherwise specifically provided by law (**NRS 333.150**). Agencies requiring equipment lease contracts should contact the Purchasing Division. (**SAM 1500**)

## 0338 Solicitation Requirements

### Proposals and Bids

Particular attention should be given to proposals and bids. Except as provided in subsection (3), an agency shall, whenever possible, solicit and review at least three bids or proposals for each contract.

Because the State Purchasing Act, [NRS Chapter 333](#) is applicable to all procurements within the scope of [NRS 284.173](#), a published Request for Proposal (RFP) (or authorized alternative publication) shall be the required form of agency-direct solicitation for contracts of \$25,000 per fiscal year or more primarily for services (materials, supplies, or equipment provided as an integral part of a RFP for services need not be solicited separately by the Purchasing Division). An agency must work with the Attorney General's Office, the Risk Management Division and should consult with the Purchasing Division, or if structural the Public Works ~~Board~~ [Division](#), in constructing a solicitation document for services. An agency using the RFP process must request a query of the Purchasing Division's database when developing a mailing list for the solicitation. An agency may request posting of the solicitation document on the Purchasing Division's website at <http://purchasing.state.nv.us>.

Pursuant to NRS 333.165, except as otherwise provided by statute, the Purchasing Administrator shall contract for services whose estimated value is \$100,000 or more, and may authorize an agency to contract for such services if he determines that to do so would be in the best interest of the State.

Prior to releasing any solicitation, an agency should define its needs, giving consideration to the development of the Scope of Work, identifying deliverables and deadlines.

#### **The Request for Proposal process:**

This process is applicable to solicitations of service or service with goods whose estimated contract value is \$25,000 per fiscal year or more. Agencies must use the approved RFP template, which may be obtained at the State Purchasing Division's website at <http://purchasing.state.nv.us>. Prior to an RFP being released, the evaluation criteria must be determined and listed in the RFP document in order of importance; weight factors for the evaluation criteria must be established and maintained confidential until a contract has been awarded; and the evaluation committee should be identified and appointed by the agency head. Additionally, it is at this time that agencies should have the draft RFP reviewed by their Deputy Attorney General for approval of the document as to form and content and seek minimum insurance limit requirements from Risk Management. The minimum insurance limits are to be entered into the Contract for Service of an Independent Contractor, which is then appended to the RFP document for the vendor's information.

When establishing the timeline for the RFP, it is recommended that the amount of time from the date the RFP is released until the proposal submission deadline (proposal opening) be six to eight weeks. The minimum timeline as recommended by the State Purchasing Division is four weeks.

RFPs must be advertised one time in a paper of general circulation. Consideration should be given as to whom the agency is trying to target for this solicitation, i.e., services in rural Nevada should be advertised in a paper serving that area.

Agencies need to allow for a question and answer period within the RFP timeline. The agency must receive all questions in writing, placing them anonymously into an RFP amendment with the subsequent State response to the questions. This RFP amendment is then forwarded to all prospective vendors who submitted questions and made available to any other interested parties. The template for an amendment to the RFP is available from the Purchasing Division.

The RFP opening is public; the only information that is made available is the names of the vendors who submitted proposals. Submitted information is confidential and should only be shared with the evaluation committee members. Evaluation committee members are to evaluate the technical proposal individually, with the contract monitor setting a group evaluation committee meeting in order for there to be a consensus meeting to rank the technical proposals. The next step in the group meeting is to present and score the cost proposals. This may be done at the same meeting; however, when dealing with difficult or complex scopes of work it may require an additional meeting. The outcome of these meetings is the determination of the overall ranking after factoring in the technical proposal and cost proposal scores. The highest-ranking vendor is then issued a letter of intent to contract, at which time the negotiation process may begin.

Following successful negotiations, a contract is drafted which incorporates the State's solicitation (RFP), the contractor's response and any written negotiated or clarified items. Agency policy determines the order that signatures on the contract are obtained. A contract that has been signed by the agency's Deputy Attorney General, the awarded vendor and the agency head is then ready to be submitted to the Budget Division for placement on the Board of Examiners' agenda. When the contract with all required attachments is submitted to the Budget Division, the agency must issue a Notification of Award (NOA). Pursuant to [NAC 333.170](#), the Notification of Award is comprised of a notice posted in three public locations and a letter to the unsuccessful vendors notifying them of who was awarded the contract and the contract amount. The ten-calendar day appeal period, as defined in [NRS 333.370](#), begins the day the notice is posted and the letters are sent. It is at this time that all information pertaining to the solicitation becomes public information. Agencies must be diligent in protecting any information labeled by the vendors as confidential and giving them timely access to any requested information. Templates for the Notification of Intent and Notification of Award letters may be obtained from the State Purchasing Division's website at <http://purchasing.state.nv.us>.

The contract summary form requires an explanation of why the contractor was selected. **(SAM 0344)** Each proposal by a proposed independent contractor shall include in the proposal a complete disclosure, or a written affirmation of the lack thereof, of any alleged significant prior or ongoing contractual failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable regarding either a State or federal contract. The State of Nevada reserves the right and discretion to reject any proposal or terminate any contract upon notification of any past, current or future abuse of any government contract.

#### **The Informal Solicitation (or Quote) Process:**

This process is applicable to solicitations of services or services with goods whose estimated contract value is more than \$1,999 but less than \$25,000 per fiscal year. Agencies may obtain a template for an informal solicitation from the State's Purchasing Division website at <http://purchasing.state.nv.us>. Prior to a solicitation being released, the evaluation criteria that will be used to evaluate all proposals received must be determined. It is at this time that the evaluation committee should be identified. Additionally, agencies should consider having the draft solicitation reviewed by their Deputy Attorney General for



approval of the document as to form and content and seek minimum insurance limit requirements from Risk Management. The minimum insurance limit requirements are to be entered into the Contract for Services of an Independent Contractor Contract, which is then appended to the solicitation document for the vendor's information.

When establishing the timeline for the solicitation, it is recommended that the contract monitor determine a reasonable amount of time from the date the solicitation is released to the date the potential vendors are required to submit their proposals.

It is recommended that agencies contact the Purchasing Division to request a query of the Purchasing Division's database to assist in the development of a mailing list.

Agencies should allow for a question and answer period within the solicitation timeline. The agency must receive all questions in writing, placing them anonymously into a response letter, with the subsequent State answers to the questions. This letter is then forwarded to all prospective vendors who submitted questions and made available to any other interested parties.

The solicitation opening is public; the only information that is made available is the names of the vendors who submitted proposals submitted information is confidential. Proposals may be evaluated based on lowest responsible vendor or by an evaluation committee. Evaluation committee members are to evaluate the proposals individually, with the contract monitor collecting the score sheets and tabulating the totals. The highest-ranking vendor is contracted, at which time the negotiation process may begin.

Following successful negotiations, a contract is drafted which incorporates the State's solicitation, the contractor's response and any written negotiated or clarified items. Agency policy determines the order that signatures on the contract are obtained. A contract that has been signed by the agency's Deputy Attorney General, the awarded vendor and the agency head is then ready to be submitted to the Budget Division for placement on the Board of Examiners' agenda. Upon delivery of the signed contract to the Budget Division, all information pertaining to the solicitation becomes public information. Agencies must be diligent in protecting any information labeled by the vendors as confidential and giving them timely access to any requested information. A template for the Notification of Intent to contract may be obtained from the [State of Nevada Purchasing Division](#).

## **Solicitation of Contracts**

It is the Board of Examiners' general policy that contracts be solicited at least every four years. A contract which is determined by the Purchasing Administrator to be a sole source, a contract specifically authorized by legislative act or a contract contingent upon prior approval by a federal agency shall be solicited at least every four years in the absence of any longer or shorter authorized period under State or federal law.

- A "sole source" shall mean any contractor who, at the time of entering the current contract, was reasonably believed to be the only known qualified source.
- A "qualified source" shall be one meeting or exceeding the minimum statutory, regulatory, and published or solicited minimum contractor qualifications.
- For each respective contract an "only qualified available source" shall be deemed to mean:

- a. The only qualified respondent to a State initiated quote solicitation, proposal solicitation or notice of intent to bid;
- b. The only qualified respondent to a published RFP;
- c. The only qualified source otherwise demonstrable in fact.

## Exempted Independent Contractors

Solicitations are not required for services performed by independent contractors exempted by law. Proposals may be evaluated based on lowest responsible vendor or by an evaluation committee. ([NRS 625.530](#)) or as determined by the Purchasing Administrator pursuant to regulation. ([NAC 333.150 \(2\)\(a\)\(b\)](#))

## Remodeling, Repair, and Maintenance

Minor non-structural remodeling, repair and maintenance contracts, projects exempt pursuant to [NRS 341.141 through 341.148](#) or State non-building projects.

All minor non-structural remodeling, repair and maintenance work requiring the use of outside labor and having an estimated cost of less than \$5,000 may be negotiated by the agency either on a single quotation basis or on a time and material basis without the necessity of formal bidding.

Repairs costing more than \$5,000 and less than \$25,000 must have at least three bids or proof that the bids have been requested from at least three firms. All project requirements and specifications must be submitted in writing to all prospective bidders.

Exceptions: On jobs the agency estimates to cost between \$5,000 and \$25,000 the agency may negotiate work on a time and material basis if it submits statements by at least two reputable firms licensed to perform the work that the job cannot be bid.

Projects estimated to cost \$25,000 but less than \$50,000 must be advertised once a week for at least two consecutive weeks in a local newspaper.

Projects that cost \$35,000 or more must be protected by a performance and payment bond as required by [NRS 339.025](#). If a general contractor has been awarded a contract, each of his/her subcontractors who will perform work on the contract that exceeds \$50,000 or 1 percent of the proposed project, whichever amount is greater, shall also be required to furnish a bond in an amount to be fixed by the **Public Works Board Division** as required by [NRS 339.025](#).

The **Public Works Board Division** can assist agencies in drafting specifications and bid proposals, evaluating bids and preparing contracts.

Most contracts and agreements contain a schedule of insurance requirements and hold harmless (indemnification) provisions that affect the State's insurance or self-insurance. To ensure that the terms in the contracts or agreements provide adequate protection to the State, the proper insurance and hold harmless agreements should be reviewed by the Risk Management Division and must be previously approved by the Attorney General's Office and included in the bid documents or requests for proposals.

## 0504 Insurance and Self-Insurance

1. Property Insurance - This program combines self-funding and commercial insurance to provide blanket coverage on all State-owned buildings and contents; the contents of leased buildings for all physical loss or damage except as specifically excluded by the commercial property insurance policy; and contractor's and mobile equipment. Property losses are subject to a \$1,500 per occurrence deductible. The Risk Manager may increase the deductible at a specific location, with due notice to the agency, if an agency fails to implement loss prevention recommendations made by the commercial insurer, in a timely manner, that would prevent or minimize a loss. A \$100 deductible is applicable to the Governor's Mansion. Contractor's and mobile equipment losses are subject to a \$5,000 per occurrence deductible. Agencies must report all changes related to their properties, property values and locations to the Risk Management Division within 60 days of a move, completion of remodeling or construction projects, purchase of or a move to a new leased location. The State Public Works Board-Division shall notify Risk Management of all new construction projects at the beginning of the project and when they are completed or substantially completed and occupied. Building Plans must be submitted by SPWB-SPWD to the State's Property insurer for review in regard to the fire protection system and earthquake protection, prior to initiation of the construction project. Agency Heads are responsible to submit building plans to Risk Management for review by the State's property insurer when lease purchase construction projects are initiated. Facility Audit Reports from SPWB-SPWD Agencies are responsible to review assigned building contents values at all locations during the biennial budget preparation process and to report changes or requests for appraisals to Risk Management prior to September 1 of each even numbered year. Changes in properties covered or property values, except for new construction/purchases, that are not reported to the Risk Management Division within 60 days will not qualify for adjustments to agency budgeted costs for property insurance for the applicable budget cycle.
  - a. When reporting property information the following must be included:
  - b. Budget account number;
  - c. Department/division name;
  - d. Building name, if applicable;
  - e. Occupancy type (office, warehouse, dwelling, etc.);
  - f. Street address or mile marker;
  - g. City, zip code and contact phone number.

New construction and remodeling projects not handled by the State Public Works Board Division must be reported to Risk Management by the affected agency including square footage of occupied space, upon completion of the project.

### PROPERTY CLAIMS

- a. **REPORTING LOSSES:** Agencies must immediately report all losses and take prompt action to protect the property from further damage or loss. In the event of a loss estimated to exceed \$25,000, agencies must contact Risk Management within 48 hours. Risk Management will contact the State's property insurer, who will dispatch a claims adjuster to the scene. Damaged property must be retained and all evidence related to the loss preserved until inspected by an adjuster. Property losses must be reported using the Property Loss/Damage Report form available at <http://risk.state.nv.us> under the property link; if the loss involves



vandalism, theft, or other criminal activity, a copy of the police crime report must also be forwarded to Risk Management. Losses reported later than 90 days from the date of loss may not be covered. Losses that result from mysterious disappearance (no signs of forced entry or losses found during inventory) or resulting from known risks that have not been corrected may not be covered. Contested claims compensability determinations can be referred to the Risk Manager for review. The decision of the Risk Manager will be final and binding.

- b. MAKING REPAIRS: Agencies are responsible to affect the repair or replacement process by contacting the appropriate parties as soon as possible. These contacts might include Buildings & Grounds Buildings and Grounds Section of the State Public Works Division maintenance staff, State Purchasing Division, State Public Works Section of the State Public Works Board Division, State Budget Office or outside contractors or vendors (following Purchasing and State Public Works Board Division requirements). Construction to repair or replace a major structural loss (in excess of \$100,000) must be initiated within two years from the date of loss unless a written waiver is obtained from the Risk Manager.
- c. PAYING FOR A LOSS: Agencies are responsible for a \$1,500 per occurrence deductible or an alternate deductible identified by the Risk Manager. Risk Management will pay the lesser amount of the repair or replacement, excluding any betterment and subject to the exclusions contained in the commercial excess property insurance policy.
  - i. When an agency pays for the entire loss out of its budget, Risk Management will reimburse it, less the deductible, after receiving proof of repair/replacement and evidence that the invoices have been paid by the agency (e.g. copies of competitive bids, copies of paid invoices, Vouchers Payable and "3.0" Report, or canceled check).
  - ii. Risk Management can directly pay a repair/replacement vendor. In order to do this, it is necessary that Risk Management be forwarded a copy of related contracts or the original invoice and copies of all estimates, written documentation from the agency that the work has been completed in an acceptable fashion and the agency has paid Risk Management the appropriate deductible. However, it is the responsibility of the agency to complete all necessary paperwork required to affect the repair or replacement of the damaged or destroyed items. This would include any contracts, purchase requisitions, etc. Risk Management can be identified as the contracting agency if the contract is reviewed and approved by the Risk Manager. In the case of purchase requisitions, agencies should complete the form, except for the budget coding sections and the authorization signature and forward to Risk Management for completion.
  - iii. Repairs or replacement for significant structural property losses (exceeding \$25,000) must be coordinated with the Risk Management Division and the State Public Works Board Division, unless a specific waiver is approved by the Risk Manager.
- d. EMPLOYEE PERSONAL PROPERTY LOSS: State employees' personal property kept or maintained on State property will be considered to be "at their own risk" and to be covered by their own personal insurance.
- e. Fine Arts/Exhibit Coverage - Coverage for Fine Arts/Museum exhibits are provided for under the State's Commercial property and contents insurance policy and self funded program up to a sub-limit of \$10 Million, subject to certain exclusions. In order for the Institution (agency) to obtain coverage for that specialized property, agencies should provide an inventory of items and loan agreement with agreed values (if applicable) for the covered exhibit(s).

Claims filed under the commercial policy are subject to a policy deductible of \$25,000. Agencies are responsible for a \$1,500 deductible per occurrence. All losses should be reported to Risk

Management as soon as possible, but not more than 90 days from the date of the loss. Reports of losses received beyond 90 days from the date of loss will not be covered. Mysterious disappearance losses (no sign of forced entry) or losses discovered during inventory may not be covered. When a loss involves vandalism, theft, or other criminal activity, a copy of the police crime report must also be forwarded to Risk Management.

For those pieces with a covered value greater than \$25,000, the agency must keep the item until the outside insurance adjuster or other designated representative from Risk Management has had an opportunity to inspect it. All items that are not able to be repaired become property of the insurance company or State Risk Management. Items paid under the State's self-insured property program must be delivered to Risk Management and will be destroyed to prevent any future resale after full payment for the item is made to the Artist and/or Agency.

2. **Boiler and Machinery** - Provides blanket coverage for damage to boilers, pressure vessels, etc. at State-owned locations. Agencies are responsible for a \$10,000 deductible. All losses must be reported to Risk Management immediately (within 48 hours) and all damaged equipment must be kept until Risk Management or its designee has had an opportunity to inspect it.
3. **Computer Insurance** - Coverage for computer loss exposures is provided for under the property and contents insurance policy. Agencies are responsible for a \$2,500 deductible per occurrence. All losses should be reported to Risk Management as soon as possible, but not more than 90 days from the date of the loss. Reports of losses received beyond 90 days from the date of loss will not be covered. Mysterious disappearance losses (no sign of forced entry) or losses discovered during inventory may not be covered. When a loss involves vandalism, theft, or other criminal activity, a copy of the police crime report must also be forwarded to Risk Management. If an agency experiences repeated or multiple losses due to inadequate security or protection of equipment, deductibles may be adjusted or claims denied with due notice. All damaged equipment must be kept until the insurance company adjuster has had an opportunity to inspect it.



4. Commercial Crime Insurance - A Public Employees' Blanket Bond provides \$6,000,000 coverage, subject to a \$250,000 agency deductible for loss caused by any fraudulent or dishonest act committed by an employee acting alone or with others. The policy covers all employees except: those required by statute to furnish an individual bond; and employees of the Nevada System of Higher Education. Coverage for specific employees is automatically terminated upon discovery of their involvement in any dishonest act during current or prior employment, or having been canceled under a prior bond. Potential claims must be reported to the Risk Manager as soon as possible so that reimbursement may be sought from the insurer.
5. Claims Procedures: Due to the sensitivity of an alleged employee dishonesty claim, the Risk Manager must immediately be notified of any potential claim. The Risk Manager will coordinate with the Attorney General's Office prior to filing a claim for losses with the insurance company. Aircraft Liability and Hull Insurance - Provides liability coverage on owned and non-owned aircraft, and physical damage coverage on fixed wing aircraft on scheduled craft, subject to various deductibles.
6. Watercraft - Liability protection for all State-owned watercraft is provided through the Attorney General's Office, as part of the self-funded tort claims liability program. There is no separate premium charge for this coverage. Liability claims relating to watercraft should be reported to the Attorney General's Office. Watercraft, related trailers and equipment may be covered for physical damage, subject to a \$1,500 per occurrence deductible. This physical damage hull coverage, which is self-funded through the Risk Management Division, is optional and must be elected by any agency desiring coverage. Agencies should contact Risk Management to place this coverage.
7. Workers' Compensation - Pays compensation, medical and other benefits for job related injuries and illnesses subject to the requirements of NRS 616 and 617. Please refer also to SAM Section 0524.
8. Automobile Physical Damage - The State of Nevada self-funds its automobile physical damage exposures - there is no insurance company involved. As such, it is very important that agencies do as much as possible to minimize the cost of this program. The Risk Management Division will provide assistance and guidance, upon request, to agencies to help minimize costs and secure timely repairs to damaged vehicles. Outstanding claims will be reviewed every 30 to 60 days and followed-up as necessary. Agencies are billed for this coverage at the beginning of the fiscal year and again (for any changes which may have occurred throughout the year) before the end of the fiscal year.
  - a. WHICH VEHICLES ARE COVERED? - Coverage for State-owned automobile physical damage (i.e. comprehensive and collision losses) is not required, but is offered as an option. Agencies must elect this coverage if they want their vehicles insured under this program. Certain vehicles, which are being commercially leased, on a long-term basis, may also be eligible for coverage under this program. Only vehicles for which this option has been elected will have their claims paid. Agencies not electing this coverage will be responsible for the entire amount of any loss to their vehicle. All State owned motor vehicles must be covered for automobile liability via the self-funded auto liability program, administered through the Attorney General's Office.

- b. **HOW TO ADD OR DELETE A VEHICLE** - Upon acquisition of a new vehicle, agencies have 31 calendar days during which time physical damage coverage will be automatically in force. Should a claim be filed on such a vehicle, the claim (subject to applicable deductibles) will be paid by Risk Management and premium for self-funded physical damage insurance will be assessed retroactively back to the date of acquisition. When agencies turn in vehicles to State Purchasing, insurance coverage will not be dropped until such time as the vehicle has been sold or until it has been reassigned to another State agency. Claims filed on newly acquired vehicles, which have not been added to the insured vehicle schedule after 31 days, will not be paid by Risk Management and will be returned to the agency for their handling.
- i. Agencies should send all changes (additions, deletions, coverage changes) for physical damage coverage and liability coverage to the Attorney General's Office, Tort Claim Unit (tel.: 775-684-1263). Premium is assessed based on the date of acquisition. Even though the Risk Management Division administers the self-funded physical damage program, the Attorney General's Office maintains the master data base on the self-funded automobile fleet. Changes should be reported in writing and should include:
1. Year of the vehicle
  2. Make of the vehicle
  3. Model of the vehicle
  4. Vehicle ID Number (VIN)
  5. License Plate Number
  6. Agency Name
  7. Agency Budget Account Number
  8. Type of change requested (e.g., add, delete, other changes)
  9. Effective date of the change
  10. Name and Telephone Number of Contact Person
- c. **DEDUCTIBLES** - Insured vehicles claims, other than Nevada Highway Patrol, are subject to a \$300 deductible for collision and comprehensive losses. Insured vehicles with the Nevada Highway Patrol are subject to a \$500 deductible, effective January 1, 2002. Deductibles will be waived or reimbursed if another party caused the damage and Risk Management recovers the total amount of the loss. Alternate deductibles may be established, with due notice, at the discretion of the Risk Manager to promote loss prevention.
- d. **EXCLUSIONS** - Claims will be denied if investigation reveals that the vehicle was not being used in the course and scope of employment or if the employee does not possess a current valid driver's license or the employee was under the influence of alcohol, illegal drugs or prescription drugs with driving restrictions at the time of an accident, or the employee violates provisions within Nevada statutory or state administrative codes and the agency does not have or enforce adequate internal controls and procedures to prevent this type of activity. The Risk Manager will have the discretion to waive this exclusion if exceptional circumstances are presented. If a decision is made to cover the physical damage costs under these circumstances, the Risk Manager will seek reimbursement from the employee.
- e. **REPORTING PROCEDURES** - Agencies must report any physical damage to covered vehicles that exceeds deductible amounts to the Risk Management Office as soon as possible, but not later than 90 days from the date of damage. Reports must be made utilizing the Vehicle Accident Form (Form RSK-001-available on our website), filled out as completely as possible and accompanied by three repair estimates. It is the responsibility of the agency to secure and forward to the Risk Management Office all police reports that relate to a claim.

Claims involving another party, which could possibly result in a claim against the State, must also be reported to the Tort Claims Administrator in the Attorney General's Office.

- f. **GLASS REPAIRS** - If the damage is such that a repair, rather than replacement, will take care of the damaged glass, agencies are encouraged to make the repair. These repairs usually cost between \$30 and \$50 and are 100% reimbursable. Multiple estimates are not required for glass repairs and the usual \$300 comprehensive deductible is waived.
- g. **GLASS REPLACEMENT** - The State of Nevada has agreements with several preferred vendors in various regions across the State. These agreements are intended to provide the State with consistently competitive pricing and reduce the administrative burden on State agencies.

Agencies utilizing these vendors will not be required to obtain competitive bids for automobile glass replacement. For information regarding the participating vendors and other details of this program, please contact Risk Management. Agencies unable or unwilling to utilize preferred glass replacement vendors must obtain three (3) estimates for vehicle glass replacement and have the glass replaced for the lowest available cost.

Exceptions to this rule may be made on a case-by-case basis in rural areas where there are not three available vendors. Because of the nature of glass replacement claims, agencies may obtain telephone estimates for windshield and other vehicle glass replacements. However, these estimates should still be documented for the file. Reimbursement of claims not utilizing contracted vendors must be made using a Windshield/Glass Loss Report Form RSK-001W, which also helps to document telephone estimates. These forms are available from Risk Management.

- h. **NUNMBER OF BIDS COLLISION DAMAGE** - When a State vehicle has been damaged in a collision, it is the responsibility of the owner-agency to secure three (3) estimates for the repair of the vehicle, unless a waiver is received from the Risk Manager due to unique circumstances including but not limited to remote rural locations or specialty work. The repair must be made using the lowest responsible bid. Reimbursements will be made based on the low bid, when applicable and cannot include State of Nevada sales tax. Agencies doing their own repairs will be reimbursed for parts only, subject to the applicable deductible amount. In cases where contracts are required for repair work pursuant to State Purchasing guidelines and requirements, and the affected agency does not have sufficient funds to execute a contract for the repairs, Risk Management may advance the funds for the loss, less the appropriate deductible, to the agency. Any unused funds that were advanced to an agency must be returned to Risk Management as soon as possible.
- i. **ANOTHER PARTY IS LIABLE FOR THE DAMAGE** - If the vehicle is insured by the State for loss against physical damage, Risk Management is available to assist agencies with recovering from the at-fault third party. When another party is responsible for the damage to a State vehicle, Risk Management will work with the involved agency and deal directly with the at-fault third party/his insurer for the repair of the damaged vehicle. In these situations the requirement to obtain three (3) estimates for repair of the vehicle may be waived. Risk Management would pay the loss and would then pursue recovery from the adverse party. If Risk Management makes full recovery from the adverse party, the agency would be reimbursed any deductible it may have paid. For claims that do not exceed the agency's deductible, the agency will work directly with the third party/his insurer for the repair and/or

recoveries of monies spent for the repairs to the damaged State vehicle. In cases where the damage is being taken care of directly by the other party's insurer, without going through Risk Management, agencies must still provide an informational summary, including an accident report and repair costs, of the loss to Risk Management

j. **PAYMENT TO VENDORS/REIMBURSEMENT TO AGENCIES –**

- i. If the agency pays for the entire loss out of its budget, reimbursement of expenses will be made by Risk Management directly to the agency, less the deductible, after receiving proof of repair/replacement, copies of the three (3) estimates, and evidence that the invoices have been paid by the agency (e.g. copy of paid invoices, Vouchers Payable, and "3.0" Report, or canceled check). Agencies doing their own repairs will be reimbursed for parts only, subject to the usual deductibles. Reimbursements are typically accomplished using a Journal Voucher (for those agencies in the State's accounting system) or a Voucher Payable/Check (for those agencies outside of the State accounting system).
  - ii. Risk Management can directly pay the vendor. In order to do this, it is necessary that we have the original invoice, written statement from the agency that the work has been completed in an acceptable fashion, copies of the three (3) estimates, and the agency has paid Risk Management the appropriate deductible amount. Risk Management must have the deductible before they can pay the vendor
- k. ~~TOTAL LOSS REPLACEMENTS~~ - An insured vehicle will be deemed to be a total loss when the cost to repair it (according to the low estimate) is 80% or more of the Kelly Blue Book (mid range) actual cash value (ACV). When this is done, Risk Management will pay the agency the ACV and any related expenses (e.g., towing) that the agency has paid, less any salvage recovery and deductible amounts. Agencies are responsible for securing a minimum of three (3) reasonable salvage bids. Vehicles may be salvaged via the State Purchasing Division, as well as through commercial salvage operations. For assistance with this process, contact Risk Management. Agencies are responsible to use these recovered funds for authorized expenditures only

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In the event a vehicle is "totaled", the agency must notify Purchasing (to remove the vehicle from the State inventory) and the Attorney General's Office (to delete the vehicle from self-funded insurance coverage). Agencies may decide to keep a totaled vehicle (usually for parts). When they do this, the high salvage bid will still be deducted from the ACV amount. If a vehicle has been totaled, it may not be insured for physical damage coverage in the future.

- l. **TOWING** - Towing charges related to an insured comprehensive or collision loss will be reimbursed, subject to the appropriate per claim deductible. Towing should be limited to getting the disabled vehicle to the repair shop or to the closest State facility where it can be stored until such time as a repair can be done or until the vehicle can be sold.
- m. **STORAGE** - Efforts should be made to minimize the cost of storage of a disabled vehicle in commercial storage areas. Reasonable storage costs (generally not to exceed 10 days) are a reimbursable expense. However, if the duration of storage is likely to be lengthy, the agency can request assistance from the Risk Management Division to move the vehicle to a State-owned property to minimize storage fees. The Risk Management Division will follow-up with agencies every 30 to 60 days to determine the status of the repairs. If excessive storage fees are being accumulated the agency head will be contacted for appropriate action.



- n. **REPLACEMENT VEHICLES/LOSS OF USE** - The State's self-funded automobile comprehensive and collision program does not provide for temporary replacement vehicles (i.e. rentals) while the damaged vehicle is being repaired or replaced.
  - o. **SPECIAL EQUIPMENT** - Equipment that is permanently attached to a vehicle is normally insured for physical damage as part of the vehicle, subject to the usual deductibles; examples of this would include such things as NHP light bars, external lights, fixed radios, etc. Other equipment that it is in the vehicle, but is not permanently affixed, is insured under the State's property insurance program (which is subject to a \$1,500 deductible). Some examples of this type of equipment includes: State provided (issued) firearms; cellular phones and portable two-way radios; laptop computers, etc. Vehicle operators should do whatever is prudent to secure the contents of their vehicle to protect them from damage or theft.
  - p. **PERSONAL VEHICLES** - When a personal vehicle is used on State business, and is involved in a collision, the employee will need to file a claim with their personal insurance carrier. Risk Management does not insure personal vehicles or reimburse for any collision deductibles.
  - q. **RENTAL VEHICLES** - Vehicles must be rented from companies with whom the Purchasing Division and State Motor Pool have negotiated overriding agreements. It is not necessary for the agency to purchase additional insurance when renting under those agreements as part of the negotiated contract rates, includes insurance coverage. As such, usage of the negotiated contracts is mandatory. Any agency renting outside those agreements will be responsible for their own insurance coverage and for any accident claims.
  - r. **LEASED VEHICLES** - There may be situations where it is in the best interest of the State for agencies to lease vehicles. When the lease agreement requires that the State insure these vehicles, it is the responsibility of the agency leasing a vehicle to notify the Attorney General's Office of the requirement for insurance coverage on the vehicle. As with State-owned vehicles, agencies must elect physical damage coverage (liability is mandatory) in order to be covered for these types of losses. Unless this coverage has been requested by the agency, damage to leased vehicles will not be paid by Risk Management; all physical damage costs and related expenses will be the responsibility of the agency.
9. **Contractor's and Mobile Equipment Insurance** - Agencies may insure their contractor's or mobile equipment (e.g., backhoes, graders, forklifts, dump trucks, and other large construction type equipment). Only equipment that is scheduled on the commercial property insurance policy is covered for loss against physical damage or theft. Agencies should contact Risk Management if this coverage is desired
10. **Excess Commercial General Liability Insurance** - Agencies are sometimes required (often as a requirement of property or equipment lease agreements) to obtain commercial general liability insurance coverage. This coverage typically provides limits that are higher than those afforded under the self-funded liability program and permit the lessor to be named as additional insured (which cannot be done under the self-funded program). The excess commercial general liability insurance is handled via the Risk Management Division. Agencies should contact Risk Management if this coverage is required.

11. Certificates of Insurance - In many business transactions (special events, equipment financing, property leasing, etc.), the State is required to provide proof of liability or property insurance. Contact Risk Management with the following information:
- a. For liability insurance, the name and complete address of the party requiring the certificate, the purpose for the document, dates for which coverage is required, additional insured requirements, if any;
  - b. For property insurance, the name and complete address of the party requiring the certificate, a description of the property to be insured, the complete physical address of where the property is located, the total dollar value of the property, loss payee requirements, if any. Risk Management will promptly arrange to have the evidence of insurance provided the requiring party.

## **1000 Buildings and Grounds Section of State Public Works Division**

### **1002 Serving the Capitol**

The Buildings and Grounds Division Section of the State Public Works Division provides maintenance and emergency services in the Carson City Capitol Complex as well as in Reno and Las Vegas.

### **1004 Scope of Services**

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

The Buildings and Grounds Division Section is responsible for minor improvements and repairs not within the scope of the State Public Works Board Section of the State Public Works Division.

### **1006 Procedure for Service**

Written requests for major repairs or services should be made in writing to the Division Section. For minor repairs, services or emergencies, in Reno or Carson City, telephone the Division Section at 775-684-1800 and in Southern Nevada telephone the Division Section at (702) 486-4300. If the emergency involves life safety call 911.

### **1008 Care of Buildings**

Buildings, rooms, basements, floors, windows, furniture and appurtenances are to be kept clean, orderly and presentable as befitting public property. Conditions should be as such to reduce fire hazard to a minimum.

### **1010 Inspections**

Division employees periodically inspect State-owned property.

### **1012 Maintenance, General**

The Buildings and Grounds Division Section maintains all State buildings, grounds and properties not otherwise provided for by law.

### **1014 Janitorial Service**

Most state-owned buildings are cleaned by a contracted janitorial service. Desks will be cleaned upon request only if all objects are removed from the desk surface. Janitors are under specific instructions not to clean those portions of the desks that have papers and/or objects left upon them.

## 1016 Craft Services

The ~~Division~~ Section performs electrical, carpentry, painting and plumbing services and maintenance. ~~Division~~ Section employees are skilled tradesmen and are assigned to repair duties accordingly. Some work, particularly extensive remodeling, may be contracted. Buildings and Grounds is authorized to charge a labor rate for all extra services requested by agencies, such as remodeling, moving, shelf building, etc.



## 1018 Mail Service

### See 1200 Mail Service

Department of Administration, Mail Service Division, operates under the direction of the ~~Buildings and Grounds Division~~ Nevada State Library and Archives. This agency is funded entirely from service charges. Overhead expenses are apportioned to each agency in direct relation to the agency's postage use. The agencies are billed monthly for mail service.

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Daily pickup and delivery of incoming and outgoing mail, including inter-office mail for all agencies in Carson City, Las Vegas and Reno, is provided. Letter folding and inserting service is also available at a minimal fee for agencies located in the Carson City and Reno areas. Other services may be available, contact Mail Services at (775) 684-1863 to discuss your specific needs.

Comment [hrf1]: Mail Services is no longer a part of B&G.

## 1020 Leases

The **Chief of the Buildings and Grounds Division** **Administrator of the State Public Works Division** (hereinafter “the Division”) has authority to lease office space for State agencies and departments and approves and issues all leases for State leased office space ([NRS 331.110](#)). Leases that extend beyond a one-year term require approval of the Board of Examiners, see [SAM 0336](#)). When an agency determines a need for office space and has budget authority, a Space Request Form must first be completed and submitted to the Division’s **Leasing and Contract Services Section** **Group**. The Space Request Form is available from the Division’s website at <http://bandg.state.nv.us> (click on “Services” then “Leasing Program”). The Division will determine whether the agency will be housed in leased or State-owned space.

If leased space is selected and taking into consideration an agency’s particular needs and requests, the Division will locate potential sites for the agency to inspect. Once the location is selected, the Division will negotiate lease terms, prepare lease documents and obtain required approvals. Leased space requirements should be scheduled to allow time for the Division to accomplish the above. Additional time should be allowed depending on required tenant improvements. To cover this service, a percentage of the rental fee for leased space goes to the **Buildings and Grounds Division** **Section**.

At no time should the agency enter into negotiations with private building owners or their agents.

The exception to this **Section 1020** is a requirement for storage space. If the storage space does not involve staff being located at and utilizing office space within the storage unit, the rental agreement can be negotiated and approved (by following contract procurement procedures) directly by the requesting agency.

**Note:** The Division does not provide leasing services for the Nevada System of Higher Education, the Department of Public Safety, the Department of Motor Vehicles, Nevada Department of Transportation, and State Boards that are exempt from the state financial administration laws.

**Comment [hrf1]:** This was changed in the last session.

## 1022 Rent Charges for State Owned Buildings

The **Chief of the Buildings and Grounds** **Administrator of the State Public Works** Division determines the rent cost per square foot, the rentable area occupied by each agency and the total yearly charge to each agency. Each agency shall pay the appropriate amount to the **Division's** **Section's** operating fund.

The lease rate is expressed as a cost per square foot per month. This is the most common manner of expressing lease or service charges and provides comparability with non-state owned buildings costs. All state owned buildings have the same lease rate. Non-state owned buildings vary as to price depending on location, amenities, physical condition and age. Contact the Division if there are any questions on lease costs of a particular building.

## 1024 Office Space

The **Buildings and Grounds** **Division** **Section** must supply suitable and sufficient office space for all State agencies and officials. Agency needs should be brought to the attention of the Division.

Administrative officials should make every effort to efficiently utilize all space available to them.

## 1026 Protection of State Property

The Chief of the Buildings and Grounds Administrator of the State Public Works Division with the assistance of the Department of Public Safety's, Capitol Police have the authority to prevent any unlawful activity or damage to any State property under his/her supervision and control to protect the safety of any persons on that property. ([NRS 331.140](#))

## 1028 Energy Conservation

The Division Section has an energy conservation program involving State-owned and leased buildings. The following guidelines are to be followed:

1. Building temperature should be kept at a maximum of 68° F in the winter and a minimum of 78° F in the summer; and
2. General office ambient lighting levels are to be kept between 25 and 60-foot candle power. Desk top levels in the range of 50 to 70 foot candles may be attained through the use of task lighting if needed.

Buildings will be heated or cooled to 55°F and 85° respectively and lighting reduced to minimum safe levels during weekends and after regular office hours unless specifically approved by the Chief of the Buildings and Grounds Administrator of the State Public Works Division.

Division Section employees make periodic inspections of buildings to insure that energy policies are being enforced. Portable space heaters will not be allowed unless authorized by the Division.

## 1030 Energy Information and Assistance

The Buildings and Grounds Division Section upon request, will provide information and assistance to any agency, bureau, commission, department or division engaged in the management, planning, utilization and distribution of energy.

## 1032 Recycling of Aluminum Cans

Until such a time as the contract provisions described in **SAM 0333** require a vendor to provide for the recycling of aluminum cans, the division shall provide for the collection and recycling of aluminum cans in State buildings having a vending machine that dispenses soft drinks in aluminum cans



## 1900 Public Works ~~Board~~ Division

### 1902 General

The State Public Works Division consists of the Administrator, the State Public Works Board, the Public Works Section, and the Buildings and Grounds Section. The State Public Works ~~Board~~ Division consists of the Director of the Department of Administration, ~~and 6-4~~ members appointed by the Governor, and 2 by the Legislature. The Board elects a Chairman and Vice-Chairman from among its members appointed by the Governor. ~~In addition, the Board appoints a Secretary Manager. The Secretary Manager appoints the Deputy Managers with the approval of the Board. The appointed~~ Appointed Division staff is responsible for the management of the daily affairs of the Division and the Board.

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The ~~Division and the~~ Board ~~is-are~~ responsible for developing the Capital Improvement Program and ~~the Board~~ recommends to the Governor the priority of all proposed projects. The ~~Board's~~ Division's staff supports the Governor in providing the Governor's recommendation to the Legislature.

The ~~Board~~ Division also provides all State departments, boards and commissions with architectural and engineering services for the construction of any building constructed on State property or on property held in trust for any division of State government or for which money has been appropriated by the Legislature or allocated by the Interim Finance Committee, except buildings used in maintaining highways, and improvements, other than nonresidential buildings with more than 1,000 square feet in floor area, made in State parks by the State Department of Conservation and Natural Resources or by the Department of Wildlife. All departments, boards or commissions are required and authorized to use such services for new building construction, remodeling or major repairs. (NRS 341.153 and 341.141)

Services may consist of:

1. Advance planning;
2. Designing;
3. Estimating of costs;
4. Preparation of bidding documents;
5. Project management and Inspection of construction work; and
6. Building official for State-owned facilities.

The ~~Board~~ Division may retain private-practice architects and engineers to prepare bid documents if the ~~Board~~ Division deems such action desirable. The cost of such consulting services and the cost of all architectural and engineering services shall be charged against the appropriations made by the Legislature or other funds allocated to the project.

The ~~Board~~ Division may delegate its authority for project management services for some projects to other State agencies. All requests for Delegation of Authority shall be directed to the ~~Secretary~~ ~~Manager~~ Administrator. Any agency that receives Delegation of Authority from the ~~Board~~ Division must comply with NRS 338, including bidding and prevailing wage requirements.

## 1904 Capital Improvement Program

Before October 1 of each even-numbered year, the Board must submit ~~its~~ recommendations for capital improvement projects in the next biennium to the Governor. The Administrator Board supports the Governor's recommendations and prepares the Capital Improvement Program for Legislative approval. To develop its recommendations, every State department, board and commission is requested to submit its requests for new building construction; remodeling or major repairs. Included in their requests, all proposed work should include any maintenance, repair or replacement projects greater than \$300,000. All Americans with Disabilities Act (ADA), Roofing, Advance Planning, Underground Storage Tank, Mold Abatement and Indoor Air Quality projects should also be requested in the Capital Improvement Program. Proposed maintenance work such as painting, carpeting, drapes, are not considered capital improvements and should be requested in the agency operating budgets (SAM 2508). Interior improvements that include items like carpeting and drapes have code smoke and flame spread requirements and therefore are required to be submitted to the State Fire Marshal for approval. The Board-Division has developed a process by which an agency may request capital improvement funding. State agencies must timely coordinate with the Board-Division, and properly complete all required documentation in order to ensure that their capital improvement funding requests are considered. The failure of an agency to meet time deadlines or to properly complete all required documentation might result in the Board refusing to consider the request.

The Board-Division also has the authority to conduct advanced planning for future projects. The term "advanced planning" means receiving funding for specific studies, or receiving funding for numerous miscellaneous planning and/or study projects for which the need only becomes apparent during the biennium. Advanced planning is critical for an in depth study of the cost and feasibility of a project. It is the policy of the Board-Division to perform advance planning for projects with an estimated construction cost of \$10 Million or more. Any agency desiring to use the services of the Board-Division for advanced planning for a future project should contact the Board as soon as the need becomes apparent. At the discretion of the Board-Division, advanced planning funding may be available during the biennium. If advanced planning funding is not available during the biennium, the Board-Division may recommend to the Governor and to the Legislature specific funding for the advanced planning of an agency project. Timely coordination with the Board-Division is critical in obtaining advanced planning funding.

## 1906 New Construction

Except as otherwise specified in **Section 1902**, the Board-Division, has final authority to approve the architecture of all buildings, plans, designs, types of construction, major repairs and designs of landscaping. Except as otherwise specified in **Section 1902**, all State agencies shall submit to the Board-Division schematic level architectural designs for approval prior to advertising any project for bid or prior to instituting any other contractor procurement method. The Board-Division must review all architectural plans of State buildings if the project is to be constructed on land owned by the State or with funds appropriated by the Legislature. (NRS 341.145)

The Board-Division shall verify that all public buildings and facilities conform to ADA Guidelines. (NRS 338.180)



## 1908 Remodeling, Repairs, and Maintenance Work

Remodeling, repairs and maintenance work of a non-structural nature financed with agency operating funds and estimated to cost less than \$100,000 do not need the project management services of the **Public Works Board-Division** and may be made by the agency controlling the building. However, all remodeling projects, on State land or land held in trust for any division of the State government, must be reviewed by the **Public Works Board-Division** to ensure code compliance through plan check and inspection services. Non-structural alterations mean such alterations that do not affect the safety of the building and do not change, in any manner, its structural elements. See [SAM 0300](#) for contract and bidding requirements.

## 1910 Acceptance of Grants and Contracts

On projects requiring the services of the **Public Works Board-Division** and which have not been approved or authorized by the Legislature, the **Board-Division** is required to seek approval of the Interim Finance Committee before proceeding with the work. The **Board-Division** may, with the approval of Interim Finance Committee when the Legislature is not in regular or special session, or with the approval of the Legislature, by concurrent resolution, when the Legislature is in regular or special session, use grants of money for the design and construction of public buildings for which no appropriation has been made by the Legislature. Grants of money may also be used for the additional acquisition, design and construction of public buildings for which the original legislative appropriation made no provisions. ([NRS 341.121](#))

## 1912 Inspection of State Buildings

The **Board-Division** is required to periodically inspect all State buildings. Reports of such inspections, including findings and recommendations, shall be submitted to the appropriate State agency and annually to the Board of Examiners. As a result of the State Fire Marshal annual inspection of buildings, if an agency in charge of any State property fails to comply with an order of the State Fire Marshal for any change within 30 days, the Fire Marshal shall report such failure to the **State Public Works Board-Division** who shall take the necessary steps to correct the situation as ordered by the Fire Marshal. Inspections are of critical importance as they aid in the development of future request for capital improvement funding and serve to protect State employees and members of the public. The **Board-Division** has developed a Facility Condition Analysis Group to carry out inspections. The function of the **Board's Division's** Facility Condition Analysis Group is to coordinate a statewide series of inspections of State buildings relating to roofing, compliance with the Americans with Disabilities Act, fire safety and other issues relating to the safety of State employees and the general public. ([NRS 341.201](#) and [477.035](#))

## 1914 Building Official Role

Regardless of the source of funding, the **deputy administrator for compliance and code enforcement** **Deputy Administrator for Compliance and Code Enforcement** shall serve as the building official for all buildings and structures on property of the State or held in trust for any division of the State government. When acting as the **building official** **Building Official**, the **deputy administrator for compliance and code enforcement** **Deputy Administrator for Compliance and Code Enforcement** shall

have authority to issue stop work orders based upon reasons of health, safety, violations of building codes, other laws or regulations, or for failure to obtain an appropriate building permit from the Division. State employees and/or contractors performing the work may be subject to personal fines of up to \$1,000 for violating a stop work order and may also be subject to criminal sanctions. All agencies of the State shall coordinate with the Division in the design, construction, tenant improvements and remodels of buildings or structures subject to the requirements of this section. Coordination shall include obtaining approvals on all design work prior to advertising any project for bid or prior to the institution of any other contractor procurement method (2003, Chapter 404 and NRS 341.100(5)(h)). The ~~deputy administrator for compliance and code enforcement~~ Deputy Administrator for Compliance and Code Enforcement is the ~~building official~~ Building Official even for those projects exempted under **Section 1902** if they are constructed on State land.

Any construction activity on lands not owned by the State is governed by the local building jurisdiction. Approvals, permits and inspections may be required by the local building jurisdiction; therefore, it is advised that the agency contact them for their requirements.

The Division is a fee-based agency and therefore investigation, plan check, permit, and inspection fees are charged for those services. Early contact should be made with the Division prior to the institution of any new construction or remodeling projects.

## 1916 Emergency Contract Authority

If the Board Division determines that an emergency exists, a contract, or contracts, necessary to contend with the emergency may be let without complying with the provisions of NRS 338 (2003, Chapter 401). Any State agency believing that the condition of a State building or structure warrants the issuance of an emergency construction contract should immediately notify the ~~Secretary Manager of the Board~~ Administrator of the State Public Works Division.

Brian Sandoval  
Governor



Jeff Mohlenkamp  
State Budget Director

Stephanie Day  
Deputy State Budget Director

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Budget Division*

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

Date: May 30, 2013

To: Jeff Mohlenkamp, Clerk of the Board  
Department of Administration

From: Eric H. King, Analyst IV *EHK*  
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-ADMINISTRATION-DIVISION OF INTERNAL AUDITS**

Agenda Item Write-up:

The Division of Internal Audits requests the modification of the following section of the State's Administrative Manual (SAM):

1. SAM Section 2404 Implementation of Legislative Audit Recommendations – Three changes are requested, including:
  - a. Changing from 30 to 45 days the deadline for agencies to submit to the Division of Internal Audits a status report and supporting documentation regarding implementation of a corrective action(s) plan that has been included in an audit accepted by the Legislative Commission. Within six-months of the submittal of a corrective action plan, the Director of the Department of Administration must report to the Legislative Auditor the extent to which any corrective or remedial actions have been carried out by an agency. Information included in the status report and supporting documentation is used to complete the report that is submitted to the Legislative Auditor;
  - b. Correcting a typographical error by replacing "re-port" with the word report, and;
  - c. Changing the statutory reference included in this section of SAM from NRS 218.824 to NRS 218G.260.

Additional Information:

None



Statutory Authority:

**NRS 218G.260 Order to withhold appropriated money from agency for failure to submit or comply with plan for corrective action.**

1. The Director of the Department of Administration shall enforce the provisions of paragraph (c) of subsection 1 of NRS 218G.250.

2. The Director of the Department of Administration may, if the Director determines that such an order is necessary and in the public interest, order the withholding of any portion of the money appropriated to an agency, including the salary of an officer of the agency in the unclassified service of the State, for the failure or refusal to submit or perform pursuant to a plan for corrective action.

3. An order to withhold money must not be entered except upon a hearing following reasonable notice to an affected agency of the State.

4. The Director of the Department of Administration shall notify the Interim Finance Committee and the State Controller of the amount of money ordered to be withheld, and the State Controller shall not allow or draw a warrant for that amount unless the order is cancelled or withdrawn.

(Added to NRS by 1987, 960)—(Substituted in revision for NRS 218.824)

REVIEWED: <u>APB</u> 6/17/13
ACTION ITEM: _____

## REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 081

Department: Administration

Division (if applicable): Internal Audits

Appointing authority: Steve Weinberger

Agency contact (name, phone and e-mail): Steve Weinberger, 775.687.0130,  
sweinberger@admin.nv.gov

### 1. Reason/purpose for requested changes:

- A. Change section 2404 (4) to provide additional time for the Division of Internal Audits (Division) to follow-up on Legislative Counsel Bureau (LCB) Audit recommendations as required by NRS 218G.270 (2). This will also allow additional time for the audited agency to provide information the Division requests as part of the follow-up.
- B. Change section 2404 (4) to correct a typographical error of the word “report”.
- C. Change section 2404 (4) to correct the NRS citation regarding the Director of Administration’ empowerment to withhold agency funds for not submitting a corrective action plan or performing pursuant to the plan. SAM currently cites NRS 218.824; the correct citation is NRS 218G.260 as shown below.

#### **NRS 218G.260 Order to withhold appropriated money from agency for failure to submit or comply with plan for corrective action.**

1. The Director of the Department of Administration shall enforce the provisions of paragraph (c) of subsection 1 of NRS 218G.250.
2. The Director of the Department of Administration may, if the Director determines that such an order is necessary and in the public interest, order the withholding of any portion of the money appropriated to an agency, including the salary of an officer of the agency in the unclassified service of the State, for the failure or refusal to submit or perform pursuant to a plan for corrective action.

2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

**2404 Implementation of Legislative Audit Recommendations**

4. After being notified of the acceptance by the Legislative Commission of an audit, which calls for remedial action, each agency will submit a corrective action plan to the Director of the Department of Administration within 60 working days. The agency should also submit a copy of their corrective action plan to the Division of Internal Audits and the Legislative Auditor. Within six months of the submittal of that plan, the Director of the Department of Administration will report to the Legislative Auditor on the extent to which the recommendation(s) have been carried out and the reason for any failure to carry out any of the recommendations. ~~Thirty (30)~~ **Forty-five (45)** days prior to the six-month reporting deadline, the agency shall provide the Division of Internal Audits with a status ~~re-port~~ **report** and supporting documentation for implementing the corrective plan of action. The report shall indicate for each recommendation the status as fully implemented, partially implemented or no action. Should any agency refuse to submit a plan or to perform pursuant to the plan, the Director of the Department of Administration is empowered to withhold funds from that agency. ~~(NRS 218.824)~~ **(NRS 218G.260)**.

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

- A. This will allow the Division of Internal Audits more time to obtain all the information required to follow-up on the LCB audit recommendations from the audited agency and, simultaneously, allow the agency more time to respond to the Division's information requests.

The follow-ups often result in procedures that are significantly time consuming for both the Division and the audited agency. The current 30 day requirement frequently requires the agency to immediately respond to the Division's information requests which results in a difficult burden on the agency.

- B. Provide for clearer guidance by correcting clerical error.  
C. Provide for clearer guidance by correcting clerical error.

4. Will recommended change have a fiscal impact (if yes, explain): No

5. Proposed effective date: Upon approval by BOE

BOARD OF EXAMINERS APPROVAL DATE: \_\_\_\_\_

*(for BOE use only)*

2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

**2404 Implementation of Legislative Audit Recommendations**

4. After being notified of the acceptance by the Legislative Commission of an audit, which calls for remedial action, each agency will submit a corrective action plan to the Director of the Department of Administration within 60 working days. The agency should also submit a copy of their corrective action plan to the Division of Internal Audits and the Legislative Auditor. Within six months of the submittal of that plan, the Director of the Department of Administration will report to the Legislative Auditor on the extent to which the recommendation(s) have been carried out and the reason for any failure to carry out any of the recommendations. ~~Thirty (30)~~ **Forty-five (45)** days prior to the six-month reporting deadline, the agency shall provide the Division of Internal Audits with a ~~status re-port~~ **report** and supporting documentation for implementing the corrective plan of action. The report shall indicate for each recommendation the status as fully implemented, partially implemented or no action. Should any agency refuse to submit a plan or to perform pursuant to the plan, the Director of the Department of Administration is empowered to withhold funds from that agency. ~~(NRS 218.824)~~ **(NRS 218G.260)**.

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- A. This will allow the Division of Internal Audits more time to obtain all the information required to follow-up on the LCB audit recommendations from the audited agency and, simultaneously, allow the agency more time to respond to the Division's information requests.

The follow-ups often result in procedures that are significantly time consuming for both the Division and the audited agency. The current 30 day requirement frequently requires the agency to immediately respond to the Division's information requests which results in a difficult burden on the agency.

- B. Provide for clearer guidance by correcting clerical error.  
C. Provide for clearer guidance by correcting clerical error.

4. Will recommended change have a fiscal impact (if yes, explain): No  
5. Proposed effective date: Upon approval by BOE

BOARD OF EXAMINERS APPROVAL DATE: \_\_\_\_\_  
*(for BOE use only)*

## 2508 Budget Preparation

The Budget Division issues Biennial Budget Instructions to all agencies in the Executive Branch in January of every even numbered year and posts a copy of the instructions on the Budget Division website at <http://budget.state.nv.us>. The budget instructions contain detailed instructions on how agencies are to prepare their budget requests. The instructions also contain a timetable of important dates applicable to the even-numbered year in the biennium.

1. January – The Budget Division issues the Biennial Budget Instructions to agencies within the Executive Branch which transmits the Governor’s policies for the upcoming biennium, and includes time lines and detailed descriptions of the required elements of agency budget requests. The Budget Division also holds its biennial financial managers’ seminar to advise agency fiscal representatives of budget preparation policies and procedures.
2. February through September 1 - Pre-budget conferences are held between agencies and representatives from the Budget Division and, where applicable, the **Public Works Board Division** and the ~~Department of Information Technology Enterprise IT Service~~.
3. On or before September 1 - All agency budget requests are due to the Budget Division. One copy of the completed forms and all supporting documents must also be delivered directly to the Fiscal Analysis Division of the Legislative Counsel Bureau.
4. On or before October 15 - Agency budget requests are reviewed by the Budget Division. Agencies are scheduled for discussions in the office of the Director of the Department of Administration. Representatives of the Governor’s Office and the Fiscal Analysis Division of the Legislative Counsel Bureau are given advance notice of all meetings.
5. November through December 1 - Further agency budget hearings with the Director of the Department of Administration are held as scheduled by the assigned budget analyst. Representatives of the Governor’s Office and the Fiscal Analysis Division of the Legislative Counsel Bureau are given advance notice of all meetings.
6. December – Agency Executive Budget hearings are held with the Governor, if warranted.
7. End of December - Governor’s proposed Executive Budget is transmitted for Printing.
8. Governor’s proposed Executive Budget is transmitted to the Legislature not later than 14 calendar days before the commencement of the regular legislative session.
9. On or before the 19th calendar day of the regular legislative session, the Governor shall submit his legislative proposals necessary for implementing recommendations in the proposed budget or to carry out the Governor’s legislative agenda.

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## 2514 Operation and Maintenance for Capital Improvements

The proposed budget submitted to the Legislature must include a separate statement of the anticipated expense, including personnel, for the operation and maintenance of each capital improvement constructed during the current biennium and thereafter which is to be used during those fiscal years or future fiscal years. Included in the statement will be the proposed source of funding. If the preliminary proposal is approved, the agency may proceed with the development of a complete cost estimate for inclusion in the agency request. ([NRS 353.185\(6\)](#))

The construction of a capital improvement that is subject to the supervision of the **State Public Works Division and Board** may not be either included in the Governor's recommended capital improvement budget or construction begun for previously approved capital improvement projects unless the funding for the operation and maintenance of the improvement is included in the approved budget for the fiscal year in which construction is to be completed. ([NRS Chapter 341](#))

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## 2542 Position Control

1. The Budget Director shall establish the mechanics for position control for all agencies that receive appropriated monies (except the Nevada System of Higher Education) and for certain "authorized expenditure" agencies. Prior to the start of any given fiscal year, the Budget Director, on behalf of the Governor, issues an **All Agency Memorandum** to agencies within the Executive Department instructing them to access and print their position detail reports from the Nevada Executive Budget System for the upcoming fiscal year. Agencies are instructed to review the detail and advise the Budget Division of any discrepancies so the Budget Division can make any necessary adjustments or corrections. The Budget Division is responsible for updating the ~~Department of Personnel's~~ ~~Department of Human Resource Management~~ Integrated Financial System for Human Resources by entering any Legislative Approved new positions or reclassifications or other changes on an ongoing basis as the changes occur. The ~~Department of Personnel~~ ~~Department of Human Resource Management~~ shall not honor a request nor approve the payroll for an unauthorized position. Establishment of a position and issuance of a position control number by the Budget Division does not determine the classification of the position. This is the responsibility of the ~~Department of Personnel~~ ~~Department of Human Resource Management~~ and requests for establishment or change of classification should be directed to the ~~Department of Personnel~~ ~~Department of Human Resource Management~~. When contacting either the ~~Department of Personnel~~ ~~Department of Human Resource Management~~ or the Budget Division concerning an existing position, identify the position by number and budget account.
2. The ~~Department of Personnel~~ ~~Department of Human Resource Management~~, through [Nevada Administrative Code 284.126](#), requires that:
  - a. If an agency makes or anticipates making a significant change in the duties for a position or the agency anticipates a reorganization that will require the reclassification of an existing position, the reallocation of an existing class or the creation of a new class, it shall advise the Budget Division. The proposed change may not be required of an employee nor be submitted to the ~~Department of Personnel~~ ~~Department of Human Resource Management~~ until funding for it is approved. If the ~~Department of Personnel~~ ~~Department of Human Resource Management~~ approves the change, the Budget Division will determine the effective date if the change does not require a new class or reallocation of an existing class.
  - b. When advising the Budget Division of requests for reclassification, reallocations, establishment of new classes or new positions, the following information must be included where applicable:
    - i. The new responsibilities added to existing organization mission/purpose and assigned to the position and how the organization is benefited;
    - ii. The responsibilities reassigned/changed with no substantial change in overall organization mission/purpose;
    - iii. The identity of all other positions affected by this reassignment, change or new position;
    - iv. The cost associated with the reassignment, change or new position;
    - v. The source of funding for additional cost, both in the current biennium and in future biennium's;
    - vi. The reasons for requesting a specific effective date and funding available on that specific date.
3. A new class, or reallocation of a class or class series based on an occupational study conducted by the ~~Department of Personnel~~ ~~Department of Human Resource Management~~, becomes

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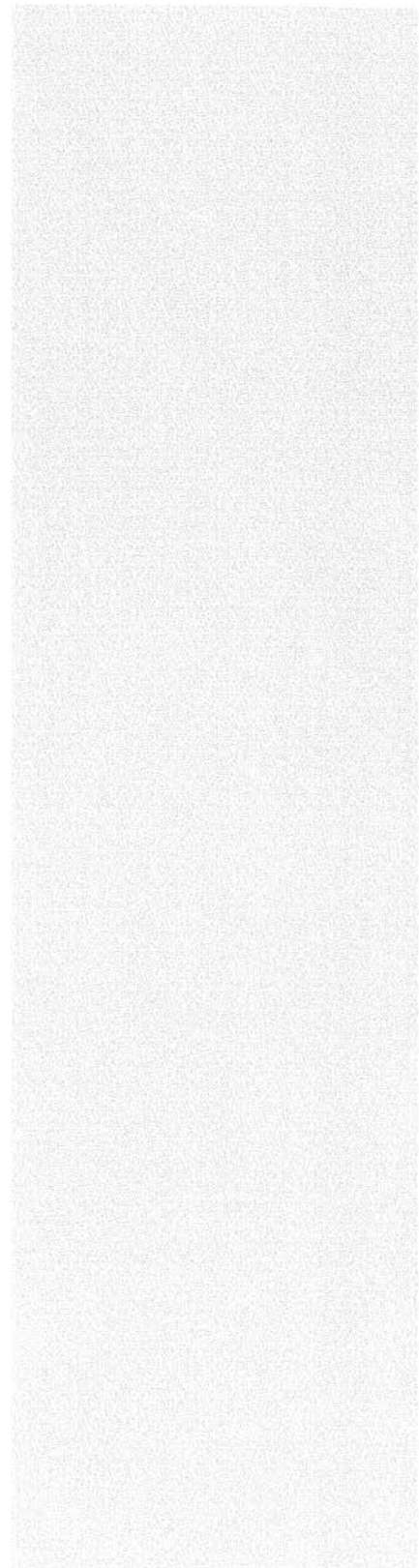
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effective when the funding is provided by the Legislature in the biennial operating budget that are impacted by the changes.





## 3708 Unemployment Compensation Assessment

State law provides that State agencies may reimburse the Unemployment Compensation Fund for all benefits paid on behalf of the State for former employees in lieu of making quarterly contributions. The State has chosen the reimbursement method.

In order to provide enough money to reimburse the Unemployment Compensation Fund, each agency will be assessed a percentage of projected gross salaries each year.

The ~~Department of Personnel~~ Department of Human Resource Management will collect the assessment for all agencies paid by Central Payroll. The assessment rate is .0015 of projected gross salaries effective January 1, 2006, and .0018 of projected gross salaries effective January 1, 2007. Rates are subject to change on the basis of funding levels.

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For Budget Division Use Only	
Reviewed by: <u>Jo</u>	<u>6-12-13</u>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Board of Professional Engineers and Land Surveyors  
1755 East Plumb Lane, Suite 135  
Reno, Nevada 89502  
contact: Noni Johnson phone 775.688.1231 fax 775.688.2991 email board@boe.state.nv.us

2. Name of Landlord (Lessor): Reno Airport Plaza, LLC

3. Address of Landlord: 300 Montgomery Street, Suite 800  
San Francisco, California 94104

4. Property contact: Jeff Gomm, Nevada Commercial Services  
phone 775.851.3666 fax 775.851.3667

5. Address of Lease property: 1755 East Plumb Lane, Suite 135  
Reno, Nevada 89502

a. Square Footage:  Rentable 3,445  
 Usable

b. Cost:	cost per month	less security deposit	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$4,099.55	(\$923.40)	1	\$3,176.15	July 1, 2013 - July 31, 2013	\$1.19
Increase %	\$4,099.55		11	\$45,095.05	August 1, 2013 - June 30, 2014	\$1.19
	\$4,099.55		12	\$49,194.60	July 1, 2014 - June 30, 2015	\$1.19
	\$4,099.55		12	\$49,194.60	July 1, 2015 - June 30, 2016	\$1.19

c. Total Lease Consideration: 36 \$146,660.40

d. Option to renew:  Yes  No Renewal terms: One identical term

e. Holdover notice: # of Days required 90 Holdover terms: 5%/90

f. Term: Three (3) Years

g. Pass-thrus & CAMS: None

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Major repairs:  Landlord  Tenant

k. Minor repairs:  Landlord  Tenant

l. Taxes:  Landlord  Tenant

m. Comparable Market Rate: \$1.50 - \$1.70

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

o. Lease will be paid for by Agency Budget Account Number: B008

6. Purpose of the lease: To house the Board of Professional Engineers & Land Surveyors

7. 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 negotiated this full service lease to remain at the current rate of \$1.19 per square foot with no increase for the three year term of this lease, and credit for the previously paid security deposit to be applied towards the first month rent.

Exceptions/Special notes:

**RECEIVED**

JUN 10 2013

Lease # 1

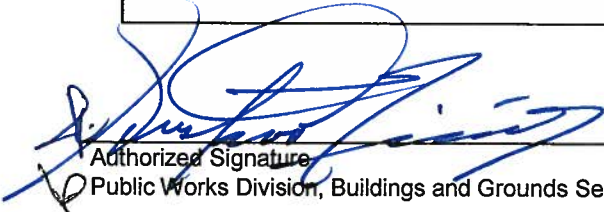
**STATEWIDE LEASE INFORMATION**

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20111466267</u>			
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:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
g. State of Nevada Vendor number:	<u>N/A</u>			

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

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

  
Authorized Signature  
Public Works Division, Buildings and Grounds Section  
Date 6-5-13

  
Authorized Signature - Agency  
Date 6/3/13

II  
For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>R. Nielsen</i>	<i>6/20/13</i>
Reviewed by: <i>SL</i>	<i>6/24/13</i>
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Employment, Training and Rehabilitation  
JobConnect  
Tami Nash 775-684-3891; fax 775-684-3848; TLNash@nvdetr.org  
Lynda Parven 702-486-6640; l-parven@nvdetr.org

2. Name of Landlord (Lessor): William Coleman Investments, LLC  
(702) 813-8656

3. Address of Landlord: 51 Gulf Stream Court  
Las Vegas, Nevada 89113  
702-813-8656

4. Property contact: Mickey Caley  
mcaley@pokerpalace.net  
702-649-3799, 702-378-1122

5. Address of Lease property: 2827 Las Vegas Boulevard North  
North Las Vegas, Nevada 89030

a. Square Footage:  Rentabl 9,450  Usable

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$16,065.00	12	\$192,780.00	August 1, 2013 - July 31, 2014 <i>FY14-15</i>	\$ 1.70
\$16,065.00	12	\$192,780.00	August 1, 2014 - July 31, 2015 <i>FY15-16</i>	\$ 1.70
\$16,386.00	12	\$196,632.00	August 1, 2015 - July 31, 2016 <i>FY16-17</i>	\$ 1.73
\$16,386.00	12	\$196,632.00	August 1, 2016 - July 31, 2017 <i>FY17-18</i>	\$ 1.73

Increase % 0% 2% 0%

c. Total Lease Consideration: 48 \$778,824.00

d. Option to renew:  Yes  No Renewal terms: 1 identical with 90 days

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

f. Term: Four (4) years

g. Pass-thrus & CAMS: None

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Major repairs:  Landlord  Tenant

k. Minor repairs:  Landlord  Tenant

l. Taxes:  Landlord  Tenant

m. Comparable Market Rate: \$1.64 - \$2.45

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

o. Lease will be paid for by Agency Budget Account Number: 4770, 3265, 3254

6. Purpose of the lease: To house the Department of Employment, Training and Rehabilitation

7. 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: This lease renewal includes payment of, water, sewer, garbage, gas and electrical, previously not included. The new lease rate (which includes the utilities) is only \$0.01 more than the rent reduction in 2010 which did not include utilities. The owner has agreed to build out 2 additional offices and install a push button wheel chair assistance mechanism at the lobby entrance. Tenant will continue to pay for janitorial services separately.

Exceptions/Special notes:

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JUN 19 2013

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
FOR THE PLANNING DIVISION

*Lease #2*


**STATEWIDE LEASE INFORMATION**

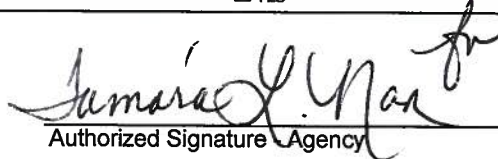
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20031069182			
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input checked="" type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
d. Is the Contractors Name the same as the Legal Entity Name? *If no please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
g. State of Nevada Vendor number:	T81073454			

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

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

  
\_\_\_\_\_  
Authorized Signature  
Public Works Division, Buildings and Grounds Section  
do/ll  
Date: 6-19-13

  
\_\_\_\_\_  
Authorized Signature Agency  
Date: 6/14/13

For Board of Examiners     YES     NO

For Budget Division Use Only	
Reviewed by: <u>4/6/18-13</u>	
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: The Department of Health and Human Services  
 Division of Aging and Disability Services  
 Desert Regional Center  
 1391 South Jones Boulevard  
 Las Vegas, Nevada 89146  
 Darrell Hanson 702-486-6333; fax: 702-486-6334 dlhansen@drc.nv.gov

2. Name of Landlord (Lessor): DRAPS-AZ, LLC

3. Address of Landlord: 6175 Spring Mountain Road #3B  
 Las Vegas, Nevada 89146

4. Property contact: Mr. Jody Allgood 702-204-4045 Fax: 702-365-8817  
 jallgood@ymail.com

5. Address of Lease property: 720 South 7th Street  
 Las Vegas, Nevada 89101-6932

a. Square Footage:	<input checked="" type="checkbox"/> Rentable	12,138			
	<input type="checkbox"/> Usable				
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	cost per square foot
	\$0.00	1	\$0.00	August 1, 2013 - August 31, 2013	\$ -
Increase %	\$24,276.00	11	\$267,036.00	September 1, 2013 - July 30, 2014	\$ 2.00
	3% \$25,004.28	11	\$275,047.08	August 1, 2014 - June 30, 2015	\$ 2.06
Increase %	\$0.00	1	\$0.00	July 1, 2015 - July 31, 2015	\$ -
	3% \$25,732.56	12	\$308,790.72	August 1, 2015 - July 31, 2016	\$ 2.12
Increase %	3% \$26,582.22	12	\$318,986.64	August 1, 2016 - July 31, 2017	\$ 2.19
	3% \$27,310.50	12	\$327,726.00	August 1, 2017 - July 31, 2018	\$ 2.25
Increase %	3% \$28,160.16	12	\$337,921.92	August 1, 2018 - July 31, 2019	\$ 2.32
	3% \$29,009.82	12	\$348,117.84	August 1, 2019 - July 31, 2020	\$ 2.39
Increase %	3% \$29,859.48	12	\$358,313.76	August 1, 2020 - July 31, 2021	\$ 2.46
	3% \$30,709.14	12	\$368,509.68	August 1, 2021 - July 31, 2022	\$ 2.53
Increase %	3% \$31,680.18	12	\$380,162.16	August 1, 2022 - July 31, 2023	\$ 2.61
	3% \$32,651.22	2	\$65,302.44	August 1, 2023 - September 30, 2023	\$ 2.69
c. Total Lease Consideration:		122	\$3,355,914.24		
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Renewal terms:		90 days	
e. Holdover notice:	# of Days required	30	Holdover terms:	5%/90	
f. Term:	Ten (10) years				
g. Pass-thrus & CAMS	None				
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input checked="" type="checkbox"/> Other (see remarks)				
j. Major repairs:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
k. Minor repairs:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
l. Taxes:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant				
m. Comparable Market Rate:	\$1.64 - \$2.45				
n. Specific termination clause in lease:	Breach/Default lack of funding				
o. Lease will be paid for by Agency Budget Account Number:	3279				

6. Purpose of the lease: To house the Division of Aging and Disability Services.

**RECEIVED**  
 JUN 18 2013  
 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

lease #3



**STATEWIDE LEASE INFORMATION**

7. 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: \$10,500.00      Furnishings: \$19,500.00      Data/Phones: \$21,000.00

**Remarks:** Southern Nevada Adult Mental Health Services is vacating current leased location on July 31, 2013. Due to the expiration of their current lease and program expansion, Desert Regional Center is back-filling the building and extending the lease term. This renegotiated full service lease also includes a rent reduction and tenant improvements.

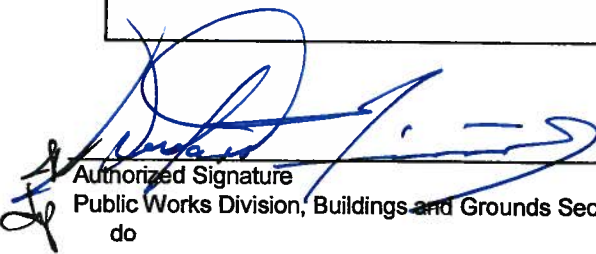
**Exceptions/ Special notes:** This lease was negotiated for an extended 10 year term, in order to leverage current rates against inflationary trends.

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20051259231		
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: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If no please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	T27018301		

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

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

  
 Authorized Signature \_\_\_\_\_ Date 6-17-13  
 Public Works Division, Buildings and Grounds Section  
 do

  
 Authorized Signature - Agency \_\_\_\_\_ Date 6/14/13

For Board of Examiners       YES       NO

For Budget Division Use Only	
Reviewed by: <i>6/10/13</i>	
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Health and Human Services  
Health Division, Office of Informatics and Technology  
4150 Technology Way  
Carson City, Nevada 89706  
contact: Ernie Hernandez phone 775.684.5923 email ehernandez@health.nv.gov

2. Name of Landlord (Lessor): WBCMT 2007-C33 Charleston Boulevard, LLC

3. Address of Landlord: c/o LNR Partners, LLC  
1601 Washington Avenue, Suite 800  
Miami Beach, Florida 33139

4. Property contact: Integris Realty Services  
8340 West Lake Mead Blvd, Suite 110  
Las Vegas, Nevada 89128  
contact: David Jewkes phone 702.997.4883

5. Address of Lease property: 3811 West Charleston Boulevard, Suite 208  
Las Vegas, Nevada 89102

a. Square Footage:

Rentable 1,370  
 Usable

b. Cost

cost per month	# of months in time frame	cost per year	estimated time frame	cost per square foot
\$2,466.00	1	\$2,466.00	Month 1 <i>8-1-13</i>	\$1.80
\$0.00	3	\$0.00	Month 2 - Month 4	\$0.00
\$2,466.00	8	\$19,728.00	Month 5 - Month 12	\$1.80
\$2,466.00	12	\$29,592.00	Month 13 - Month 24	\$1.80
2% \$2,520.80	12	\$30,249.60	Month 25 - Month 36	\$1.84
\$2,520.80	12	\$30,249.60	Month 37 - month 48	\$1.84
\$2,589.30	12	\$31,071.60	Month 49 - Month 60	\$1.89
3% \$2,589.30	3	\$7,767.90	Month 61 - Month 63 <i>10-31-18</i>	\$1.89
c. Total Lease Consideration:		63	\$151,124.70	

d. Option to renew:

Yes  No Renewal terms: One identical term

e. Holdover notice:

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

f. Term:

Five (5) Years

g. Pass-thrus & CAMS

None

h. Utilities:

Landlord  Tenant

i. Janitorial:

Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Major repairs:

Landlord  Tenant

k. Minor repairs:

Landlord  Tenant

l. Taxes:

Landlord  Tenant

m. Comparable Market Rate:

\$1.84 - \$2.44

n. Specific termination clause in lease:

Breach/Default lack of funding

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

3223

6. Purpose of the lease: To house the Health Division, Office of Informatics and Technology

7. 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: \$0.00 Furnishings: \$15,341.00 Data/Phones: \$3,430.00

Remarks:

This agreement voids a previous lease of 922 sq ft and relocates the agency to a larger, full service space of 1,370 sq ft, to accommodate growth.  
This lease includes tenant improvements plus three months of rent abatement of offset moving costs.

Exceptions/  
Special  
notes:

In order to strengthen agency infrastructure, Leasing Services also negotiated underground data conduits to connect all building in this complex to the main IT hub.

**RECEIVED**  
JUN 10 2013  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

*10/2/14*



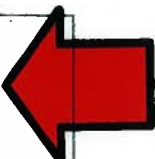
**STATEWIDE LEASE INFORMATION**

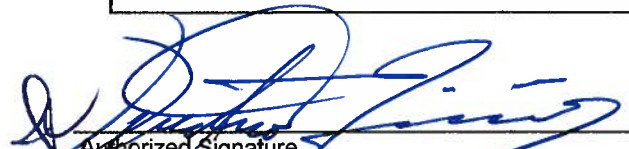
8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20121011166</u>		
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:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
*If no, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
*If no, please explain in exceptions section			
Is the Legal Entity active and in good standing with the Nevada Secretary of States			
f. Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T32001981</u>		

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

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO



  
\_\_\_\_\_  
Authorized Signature  
Public Works Division, Buildings and Grounds Section  
Date 6-6-13

Walpers for  
\_\_\_\_\_  
Authorized Signature - Agency  
Date 6/6/13

II  
For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	6/19/13
Reviewed by: <i>[Signature]</i>	6/21/13
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada State Controller's Office  
 Nevada State Capital Building  
 101 North Carson St. Suite #5  
 Carson City, NV 89701-4786  
 Phone: (775) 684-5750; Fax: (775) 684-5695

2. Name of Landlord (Lessor): Leftwich Family Trust

3. Address of Landlord: 3506 Hobbyhorse Lane  
 Carson City, Nevada 89701

4. Property contact: Scott Leftwich; (775) 220-6903, (775) 887-0366; Fax: (775) 284-1981

5. Address of Lease property: 727 Fairview Drive  
 Carson City, NV 89701-5795

a. Square Footage:  Rentable  Usable 2,356

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$0.00	1	\$0.00	August 1, 2013 - August 31, 2013	\$0.00
\$3,109.92	12	\$37,319.04	September 1, 2013 - August 31, 2014	FV14-15 \$1.32
\$3,109.92	12	\$37,319.04	September 1, 2014 - August 31, 2015	FV15-16 \$1.32
3% \$3,204.16	12	\$38,449.92	September 1, 2015 - August 31, 2016	FV16-17 \$1.36
3% \$3,204.16	12	\$38,449.92	September 1, 2016 - August 31, 2017	FV17-18 \$1.36
3% \$3,298.40	12	\$39,580.80	September 1, 2017 - August 31, 2018	FV18-19 \$1.40
3% \$3,298.40	12	\$39,580.80	September 1, 2018 - August 31, 2019	FV19-20 \$1.40
3% \$3,392.64	12	\$40,711.68	September 1, 2019 - August 31, 2020	FV20-21 \$1.44
3% \$3,392.64	12	\$40,711.68	September 1, 2020 - August 31, 2021	FV21-22 \$1.44
3% \$3,510.44	12	\$42,125.28	September 1, 2021 - August 31, 2022	FV22-23 \$1.49
3% \$3,510.44	12	\$42,125.28	September 1, 2022 - August 31, 2023	FV23-24 \$1.49

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 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

c. Total Lease Consideration: 121 \$396,373.44

d. Option to renew:  Yes  No Renewal terms: One identical term

e. Holdover notice: # of Days required 90 Holdover terms: 5%/90

f. Term: Ten (10) Years

g. Pass-thrus & CAMS: None

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Major repairs:  Landlord  Tenant

k. Minor repairs:  Landlord  Tenant

l. Taxes:  Landlord  Tenant

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

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

o. Lease will be paid for by Agency Budget Account Number: 1130

6. Purpose of the lease: To house the Controller's Training Facility

7. 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 expens \$200.00 Furnishin \$16,000.00 Data/Phones: \$15,000.00

Remarks: This training space will provide a training room to the State Controller's Office. All Advantage system users must be trained before operating the financial system. This lease includes tenant improvements of: carpet replacement, paint, electrical wiring for the training stations, and com/power poles.

Exceptions/ Special notes:

*Connext 5*


**STATEWIDE LEASE INFORMATION**

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101157602</u>		
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:		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section			
d. Is the Contractors Name the same as the Legal Entity Name?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*If no, please explain in exceptions section			
e. Does the Contractor have a current Nevada State Business License (SBL)?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*If no, please explain in exceptions section			
Is the Legal Entity active and in good standing with the Nevada Secretary of States			
f. Office?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T27009833</u>		

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

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

  
 \_\_\_\_\_  
 Authorized Signature  
 Public Works Division, Buildings and Grounds Section  
 Date 6-17-13

  
 \_\_\_\_\_  
 Authorized Signature - Agency  
 Date 6-19-13

tp  
 For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <u>6/18/13</u>	
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Public Utilities Commission  
1150 East William Street  
Carson City, Nevada 89701  
contact: Donna Skau phone 775.684.6197 fax 775.684.6197 email dskau@puc.nv.gov

2. Name of Landlord (Lessor): Sierra Medical Complex, LP

3. Address of Landlord: 907 Spencer Street  
Carson City, Nevada 89703

4. Property contact: Carson Properties  
187 Sonoma Street  
Carson City, Nevada 89703  
contact: Terry Yeager phone 775.882.3211 fax 775.882.7553  
email terryyeager@carsoncommercial.com

5. Address of Lease property: 1150 East William Street  
Carson City, Nevada 89701

a. Square Footage:

Rentable  
 Usable 23,279

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$32,125.02	12	\$385,500.24	July 1, 2013 - June 30, 2014	\$1.38
\$32,125.02	12	\$385,500.24	July 1, 2014 - June 30, 2015	\$1.38
3% \$33,056.18	12	\$396,674.16	July 1, 2015 - June 30, 2016	\$1.42
3% \$33,056.18	12	\$396,674.16	July 1, 2016 - June 30, 2017	\$1.42
3% \$33,987.34	12	\$407,848.08	July 1, 2017 - June 30, 2018	\$1.46
3% \$33,987.34	12	\$407,848.08	July 1, 2018 - June 30, 2019	\$1.46
3% \$34,918.50	12	\$419,022.00	July 1, 2019 - June 30, 2020	\$1.50
3% \$34,918.50	12	\$419,022.00	July 1, 2020 - June 30, 2021	\$1.50
3% \$36,082.45	12	\$432,989.40	July 1, 2021 - June 30, 2022	\$1.55
3% \$36,082.45	12	\$432,989.40	July 1, 2022 - June 30, 2023	\$1.55
c. Total Lease Consideration:		120	\$4,084,067.76	

d. Option to renew:

Yes  No Renewal terms: One identical term

e. Holdover notice:

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

f. Term:

Ten (10) Years

g. Pass-thrus & CAMS

None

h. Utilities:

Landlord  Tenant

i. Janitorial:

Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Major repairs:

Landlord  Tenant

k. Minor repairs:

Landlord  Tenant

l. Taxes:

Landlord  Tenant

m. Comparable Market Rate:

\$1.30 - \$1.50

n. Specific termination clause in lease:

Breach/Default lack of funding

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

3920

6. Purpose of the lease:

To house the Public Utilities Commission

7. 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: \$0.00

Furnishings: \$0.00

Data/Phones: \$0.00

Remarks:

Leasing Services negotiated this ten year renewal to include tenant improvements of replacing carpet, windows and paint throughout leased space. This lease is retroactive to July 1, 2013.

Exceptions/

Special

notes:

*(Handwritten mark)*

**RECEIVED**

JUN 11 2013

DEPARTMENT OF ADMINISTRATION  
ASSISTANT TO THE DIRECTOR  
SUPPORT AND PLANNING DIVISION


**STATEWIDE LEASE INFORMATION**

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19871012250
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 checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
g. State of Nevada Vendor number:	T81090393

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

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

 \_\_\_\_\_ Date \_\_\_\_\_ Authorized Signature - Agency \_\_\_\_\_ Date \_\_\_\_\_  
Public Works Division, Buildings and Grounds Section

For Board of Examiners  YES  NO

**STATEWIDE LEASE INFORMATION**

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19871012250</u>			
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 checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
f. Is the Legal Entity active and In good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T81090393</u>			

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

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

*[Signature]* \_\_\_\_\_ Date  
 Authorized Signature  
 Public Works Division, Buildings and Grounds Section

*Crystal Tucker* 6-12-13  
 Authorized Signature - Agency Date

||  
 For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by:	6/14/13 JH
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Silver State Health Insurance Exchange  
 2310 S. Carson Street, Suite 2  
 Carson City, NV 89701  
 Shawna DeRousse; Chief Operations Officer; Email: sderousse@exchange.nv.gov  
 Office 775-687-9927; FAX: 775-687-9932

2. Name of Landlord (Lessor): Henderson Beltway, LLC  
 c/o Gary Edwards (949) 720-3787 x 105  
 fax: (949) 720 3790

3. Address of Landlord: 500 Newport Beach Center Drive #630  
 Newport Beach, California 92660

4. Property contact:

5. Address of Lease property: 150 Stephanie Street  
 Henderson, Nevada 89074

a. Square Footage:  Rentable 2,131  
 Usable

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$3,835.80	12	\$46,029.60	Months 1 - 12 Anticipated August 1, 2013	\$ 1.80
0% \$3,835.80	12	\$46,029.60	Months 13-24	\$ 1.80
3% \$3,942.35	12	\$47,308.20	Months 25-36	\$ 1.85
0% \$0.00	1	\$0.00	Month 37	\$ -
0% \$3,942.35	11	\$43,365.85	Months 38-48	\$ 1.85
0% \$0.00	1	\$0.00	Month 49	\$ -
3% \$4,048.90	11	\$44,537.90	Months 50-60 Anticipated July 31, 2018	\$ 1.90
c. Total Lease Consideration:		60	\$182,733.25	

d. Option to renew:  Yes  No Renewal terms: 90 days

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

f. Term: Five (5) years

g. Pass-thrus & CAMS: None

h. Utilities:  Landlord  Tenant

i. Janitorial:  Landlord  Tenant  3 day  5 day  Rural 3 day  Rural 5 day  Other (see remarks)

j. Major repairs:  Landlord  Tenant

k. Minor repairs:  Landlord  Tenant

l. Taxes:  Landlord  Tenant

m. Comparable Market Rate: \$1.84 - \$2.44

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

o. Lease will be paid for by Agency Budget Account Number: 1400

6. Purpose of the lease: To house the Silver State Health Insurance Exchange office and Training facility in Las Vegas.

7. 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: \$0.00 Furnishings: 20,000.00 Data/Phones: \$10,000.00

*Per B & G - original signature of lessor is on its way - Not sure where - please set aside until it is received - Thanks M*



Remarks:

Leasing Services negotiated this full service lease to accommodate the training facility and offices for the Silver State Health Insurance Exchange.

Exceptions/  
Special  
notes:

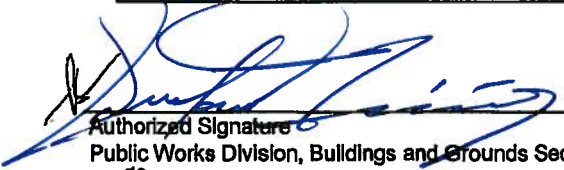
Due to the unique funding structure of this exchange, the Tenant is paying up to \$25,000.00 of Tenant Improvement costs, and rent abatement is scheduled for months 37 and 49 of the five (5) year term.

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20001068382		
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: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If no please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Is the Legal Entity active and in good standing with the Nevada Secretary of States			
f. Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	_____		

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

a. I/we have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. I/we have considered other state leased or owned space available for use by this agency	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

 6-12-13  
 Authorized Signature Date  
 Public Works Division, Buildings and Grounds Section  
 do

 6/10/13  
 Authorized Signature Agency Date

For Board of Examiners  YES  NO



BRIAN SANDOVAL  
GOVERNOR



FRANK R. WOODBECK  
DIRECTOR

OFFICE OF THE DIRECTOR

RECEIVED

JUN 07 2013

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

MEMORANDUM

**DATE:** June 11, 2013  
**TO:** Jeff Mohlenkamp, Clerk  
Board of Examiners  
**FROM:** Frank R. Woodbeck, Director  
**SUBJECT:** RETROACTIVE RENTAL AGREEMENT  
4801 Riverbend, LLC – Agreement #1831-15-ESD

On behalf of the Department of Employment, Training and Rehabilitation (DETR), I respectfully request approval of the attached storage rental agreement with 4801 Riverbend, LLC, dba 5<sup>th</sup> Street Storage, retroactive to July 1, 2013.

Unfortunately, DETR did not receive the signed agreement back from the vendor in time to get it on the June Board of Examiners' agenda.

I apologize for this delay. Thank you for your consideration of this request.

tlh

**RETROACTIVE**

X BOE  
           NON BOE  
tlh ANALYST INITIALS

*Amor...tlh*

RENTAL AGREEMENT

THIS RENTAL AGREEMENT will be made and entered into on July 1, 2013, by and between the State of Nevada, Department of Employment, Training and Rehabilitation, Employment Security Division, 500 East Third Street, Carson City, Nevada 89713, (775) 684-3900, hereinafter referred to as "Lessee," and 4801 Riverbend, L.L.C., dba 5<sup>th</sup> Street Storage, 855 E. Warner Road, Ste. 102, Chandler, AZ. 85225, Contact: Ray McRae, hereinafter referred to as "Lessor."

WITNESSETH

Lessor does hereby lease and let unto Lessee the following premises, commonly described as follows:

Unit #120, comprising of 7,680 square feet, located at

333 S. Carson Meadows Drive, Carson City, Nevada 89701.

Lessee does hereby lease the above described premises from Lessor to hold said described premises for the period commencing July 1, 2013 and ending June 30, 2015.

Lessee agrees to pay Lessor, as rental for said premises the total sum of TWO THOUSAND SIX HUNDRED ELEVEN DOLLARS AND 20/100 (\$2,611.20) per month, payable in advance, upon receipt of approved invoice.

Lessor agrees to maintain proper insurance coverage upon the premises, at no expense to Lessee. All real property taxes and special assessments are to be borne by Lessor.

Lessee covenants and agrees that it will not permit any mechanic's or material man's lien to be filed against said premises, or any part thereof.

Lessee will not use said premises, or any part thereof, for any unlawful purpose whatsoever and will not conduct nor permit to be conducted thereon, any unlawful occupation or

business and will at all times in the use of said premises, comply with all city, county, state and federal laws, ordinances, rules and regulations.

Lessee shall conduct no activity on the premises, nor bring nor keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulations of the fire department or with any insurance policy on the building or any part thereof.

Lessee shall not assign this Lease nor any rights thereunder, nor sublet the premises or any part thereof, without prior written consent of Lessor.

Lessee shall carry insurance to cover Lessee's own property, equipment, fixtures or furnishings.

Lessee shall make no alternations to the floor, walls, windows, ceiling or front of the leased premises without prior written consent of Lessor.

Upon expiration or termination of this Lease, Lessee shall be allowed to remove any equipment, furnishings or fixtures which Lessee placed on the premises, provided that permanent or irreparable damage will not be done to the premises in so removing them.

Lessee shall quit and surrender said premises at the expiration of this Lease, in good condition save and except for normal wear.

The provisions of this Lease shall bind the executors, administrators, heirs and assigns of the parties hereto.

In the event of failure by Lessor to perform any conditions as required by this Lease, Lessee may, by written notice, declare the Lease terminated, remove its property, tender back the premises and be relieved of any further liability to Lessor.

Upon default in the payment of rent as specified above, or in the event of failure by Lessee to perform any condition herein required, Lessor may by written notice declare this Lease forfeited and recover said premises.

Should Lessee or Lessor desire to terminate this Lease, 30 days' prior written notice to the other party shall be required.

The parties hereto agree, should actions of the Federal Government or Nevada State Legislature restrict Lessee's ability to satisfy its payment obligations, this Lease may be terminated at any time upon written notice by Lessee or Lessor.

In the event of early termination within the provisions of this Agreement, Lessor agrees to reimburse Lessee on a pro-rata basis for any unused portion of the term of this lease.

Lessor agrees to comply with the applicable provisions of the list of Assurances that are attached hereto and incorporated by reference into this Rental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement,  
DETR Agreement No. 1830-15-ESD consisting of four (4) pages and attached Assurances.

LESSOR:

4801 Riverbend, L.L.C., dba  
5<sup>th</sup> Street Storage  
~~65 S. Sycamore Street, Ste. 2~~  
~~Mesa, AZ. 85202~~  
855 E. Warner Road, Ste. 102  
Chandler, AZ 85225

By [Signature]  
Manager

Date 6/4/2013

LESSEE:

Department of Employment, Training &  
Rehabilitation,  
Employment Security Division

By [Signature]  
Renee L. Olson, Administrator

Date 06.05.13

By [Signature]  
Frank R. Woodbeck, Director

Date 6/4/13

APPROVED BY BOARD OF EXAMINERS

Approved as to form only:

By [Signature]  
Deputy Attorney General

Date 6/7/13

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



## ASSURANCES

The applicant hereby assures that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the applicant assures and certifies that it:

1. Possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. Sections 1681-1683,m and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et. Seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Americans with Disabilities Act, (42 U.S.C. Section 12101 et. Seq.) including all provisions of Title II (j) an other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Will comply with 31 U.S.C. 1352 (P.L. 101-121) prohibiting the use of Federal funds to influence or attempt to influence any federal funding matters. If any non-federal funds are used to influence Federal funding matters, each instance will be reported via completion and submittal of standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
4. Will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assigned programs.
5. Will comply with the provisions of the Hatch Act, which limit the political activity of employees.
6. Will comply with the minimum wage, maximum hours and other provisions of the Federal Fair Labor Standards Act as applicable.
7. Will establish safe guards to prohibit employees from using their positions for a purpose that is or give appearances of being motivated by a desire for private gain for themselves or others with whom they have family, business or other ties.
8. Will give the sponsoring agency or the Comptroller General through any authorized representative and access to and the right to examine all records, books, papers and documents related to the award.
9. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood disaster protection Act of 1973 (P.O. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.

10. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et. seq.).
11. Will cause to be performed the required financial and compliance audits in accordance with Single Audit Act of 1984 and OMB Circulars A0128 and A-133.
12. Will comply with EO 12549 regarding Debarment and Suspension in federal procurement activities.
13. Will comply with the requirements of the Drug Free Workplace Act of 1988 as appropriate.
14. Will comply with all applicable requirements of any other Federal law(s), executive orders, regulations and policies governing this program.

BRIAN SANDOVAL  
GOVERNOR



FRANK R. WOODBECK  
DIRECTOR

OFFICE OF THE DIRECTOR

MEMORANDUM

RECEIVED

JUN 07 2013

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET AND PLANNING DIVISION

**DATE:** June 11, 2013  
**TO:** Jeff Mohlenkamp, Clerk  
Board of Examiners  
**FROM:** Frank R. Woodbeck, Director  
**SUBJECT:** RETROACTIVE RENTAL AGREEMENT  
4801 Riverbend, LLC – Agreement #1830-15-ESD

On behalf of the Department of Employment, Training and Rehabilitation (DETR), I respectfully request approval of the attached storage rental agreement with 4801 Riverbend, LLC, dba 5<sup>th</sup> Street Storage, retroactive to July 1, 2013.

Unfortunately, DETR did not receive the signed agreement back from the vendor in time to get it on the June Board of Examiners' agenda.

I apologize for this delay. Thank you for your consideration of this request.

tln

RETROACTIVE

X BOE

NON BOE

FW ANALYST INITIALS

Agreement #2



RENTAL AGREEMENT

THIS RENTAL AGREEMENT will be made and entered into on July 1, 2013, by and between the State of Nevada, Department of Employment, Training and Rehabilitation, Employment Security Division, 500 East Third Street, Carson City, Nevada 89713, (775) 684-3900, hereinafter referred to as "Lessee," and 4801 Riverbend, L.L.C., dba 5<sup>th</sup> Street Storage, 855 E. Warner Road, Ste. 102, Chandler, AZ. 85225, Contact: Ray McRae, hereinafter referred to as "Lessor."

WITNESSETH

Lessor does hereby lease and let unto Lessee the following premises, commonly described as follows:

Unit #337, comprising of 6,000 square feet, located at

333 S. Carson Meadows Drive, Carson City, Nevada 89701.

Lessee does hereby lease the above described premises from Lessor to hold said described premises for the period commencing July 1, 2013 and ending June 30, 2015.

Lessee agrees to pay Lessor, as rental for said premises the total sum of TWO THOUSAND FORTY DOLLARS AND 00/100 (\$2,040.00) per month, payable in advance, upon receipt of approved invoice.

Lessor agrees to maintain proper insurance coverage upon the premises, at no expense to Lessee. All real property taxes and special assessments are to be borne by Lessor.

Lessee covenants and agrees that it will not permit any mechanic's or material man's lien to be filed against said premises, or any part thereof.

Lessee will not use said premises, or any part thereof, for any unlawful purpose whatsoever and will not conduct nor permit to be conducted thereon, any unlawful occupation or

business and will at all times in the use of said premises, comply with all city, county, state and federal laws, ordinances, rules and regulations.

Lessee shall conduct no activity on the premises, nor bring nor keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulations of the fire department or with any insurance policy on the building or any part thereof.

Lessee shall not assign this Lease nor any rights thereunder, nor sublet the premises or any part thereof, without prior written consent of Lessor.

Lessee shall carry insurance to cover Lessee's own property, equipment, fixtures or furnishings.

Lessee shall make no alternations to the floor, walls, windows, ceiling or front of the leased premises without prior written consent of Lessor.

Upon expiration or termination of this Lease, Lessee shall be allowed to remove any equipment, furnishings or fixtures which Lessee placed on the premises, provided that permanent or irreparable damage will not be done to the premises in so removing them.

Lessee shall quit and surrender said premises at the expiration of this Lease, in good condition save and except for normal wear.

The provisions of this Lease shall bind the executors, administrators, heirs and assigns of the parties hereto.

In the event of failure by Lessor to perform any conditions as required by this Lease, Lessee may, by written notice, declare the Lease terminated, remove its property, tender back the premises and be relieved of any further liability to Lessor.

Upon default in the payment of rent as specified above, or in the event of failure by Lessee to perform any condition herein required, Lessor may by written notice declare this Lease forfeited and recover said premises.

Should Lessee or Lessor desire to terminate this Lease, 30 days' prior written notice to the other party shall be required.

The parties hereto agree, should actions of the Federal Government or Nevada State Legislature restrict Lessee's ability to satisfy its payment obligations, this Lease may be terminated at any time upon written notice by Lessee or Lessor.

In the event of early termination within the provisions of this Agreement, Lessor agrees to reimburse Lessee on a pro-rata basis for any unused portion of the term of this lease.

Lessor agrees to comply with the applicable provisions of the list of Assurances that are attached hereto and incorporated by reference into this Rental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement,  
DETR Agreement No. 651-06-IDP consisting of four (4) pages and attached Assurances.

LESSOR:

4801 Riverbend, L.L.C., dba  
5<sup>th</sup> Street Storage

~~65 S. Sycamore Street, Ste. 2  
Mesa, AZ. 85202~~

855 E. Warner Road, Ste. 102  
Chandler, AZ 85225

By [Signature]  
Manager

Date 6/4/2013

LESSEE:

Department of Employment, Training &  
Rehabilitation,  
Employment Security Division

By [Signature]  
Renee L. Olson, Administrator

Date 06.05.13

By [Signature]  
Frank R. Woodbeck, Director

Date 6/4/13

APPROVED BY BOARD OF EXAMINERS

Approved as to form only:

By [Signature]  
Deputy Attorney General

Date 6/6/13

\_\_\_\_\_

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



## ASSURANCES

The applicant hereby assures that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the applicant assures and certifies that it:

1. Possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. Sections 1681-1683,m and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age, (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et. Seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) the Americans with Disabilities Act, (42 U.S.C. Section 12101 et. Seq.) including all provisions of Title II (j) an other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Will comply with 31 U.S.C. 1352 (P.L. 101-121) prohibiting the use of Federal funds to influence or attempt to influence any federal funding matters. If any non-federal funds are used to influence Federal funding matters, each instance will be reported via completion and submittal of standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
4. Will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assigned programs.
5. Will comply with the provisions of the Hatch Act, which limit the political activity of employees.
6. Will comply with the minimum wage, maximum hours and other provisions of the Federal Fair Labor Standards Act as applicable.
7. Will establish safe guards to prohibit employees from using their positions for a purpose that is or give appearances of being motivated by a desire for private gain for themselves or others with whom they have family, business or other ties.
8. Will give the sponsoring agency or the Comptroller General through any authorized representative and access to and the right to examiner all records, books, papers and documents related to the award.
9. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood disaster protection Act of 1973 (P.O. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.

10. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 ct. seq.).
11. Will cause to be performed the required financial and compliance audits in accordance with Single Audit Act of 1984 and OMB Circulars A0128 and A-133.
12. Will comply with EO 12549 regarding Debarment and Suspension in federal procurement activities.
13. Will comply with the requirements of the Drug Free Workplace Act of 1988 as appropriate.
14. Will comply with all applicable requirements of any other Federal law(s), executive orders, regulations and policies governing this program.

### 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: **14555**

Agency Name: <b>ATTORNEY GENERAL'S OFFICE</b>	Legal Entity Name: Las Vegas, City of
Agency Code: <b>030</b>	Contractor Name: <b>Las Vegas, City of</b>
Appropriation Unit: <b>1042-00</b>	Address: <b>495 S Main Street</b>
Is budget authority available?: <b>No</b>	City/State/Zip: <b>Las Vegas, NV 89101</b>
If "No" please explain: Work Program in process.	Contact/Phone: null702-229-6820
	Vendor No.: T40277602
	NV Business ID: governmental agency
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2017</b>
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	<b>X Fees 100.00 % Revenue contract for cost sharing of VINE system</b>
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	Other funding 0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**  
 Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**This contract requires a retroactive approval to July 1, 2013 due to the length of the approval process required by the City of Las Vegas. We had anticipated receiving this back prior to the June BOE deadline but their approval process took longer than anticipated.**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Automated VINE System**

5. Purpose of contract:

**This is a new revenue interlocal contract to provide for the newly implemented Automated Victim Information and Notification System (VINE). The public safety entities that utilize this system will cost share with the Office of the Attorney General**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Payment for services will be made at the rate of \$20,000.00 per fiscal year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

For several years, The Office of the Attorney General has been in the process of implementing, through grant funding, an automated Victim Information and Notification System. This system will be utilized by several counties and public safety entities. Through this contract, the users will share in the cost of the operation of the system.

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

This is a revenue contract where the users are sharing in the operational costs.

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?

All using counties and public safety organizations will be involved.

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	dcallens	05/31/2013 16:23:20 PM
Division Approval	clesli1	05/31/2013 16:38:48 PM
Department Approval	chowle	05/31/2013 16:58:57 PM
Contract Manager Approval	ngarci1	06/02/2013 11:11:15 AM
Budget Analyst Approval	cmurph3	06/04/2013 15:35:07 PM
BOE Agenda Approval	sbrown	06/06/2013 15:25:46 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: **14584**

Agency Name: <b>SECRETARY OF STATE'S OFFICE</b>	Legal Entity Name: <b>Dominion Voting Systems Inc</b>
Agency Code: <b>040</b>	Contractor Name: <b>Dominion Voting Systems Inc</b>
Appropriation Unit: <b>1051-11</b>	Address: <b>1201 18th St Ste 210</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Denver, CO 80202-1421</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Waldeep Singh 510-875-1279</b>
	Vendor No.: <b>T27026017</b>
	NV Business ID: <b>NV20101520492</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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	<b>5.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>95.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/16/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **08/15/2015**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Dominion FY2014**

5. Purpose of contract:

**This is a new contract to continue to meet federal requirements set forth in the Help America Vote Act of 2002, specifically Section 301, which requires the use of correctable and verifiable voting systems that notify voters of selection errors. This contract provides for the purchase of additional and replacement equipment and to ensure ongoing custom support and maintenance from the vendor whose equipment and services are used exclusively state-wide for all federal and state elections.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,485,000.00**

Other basis for payment: 8 equal payments of \$185,625.00 per schedule listed on Attachment AA.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Under HAVA, federal law mandates correctable and verifiable voting systems be used for all federal and state elections. Voting systems in Nevada are exclusively Dominion Voting System products. Continued Dominion Support, quality assurances and warranties are necessary.

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

Due to all voting systems in Nevada being Dominion products which require custom maintenance and programming, such expertise and support is not available from State employees or 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: **Exempt (Per statute)**

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

NRS 293B authorizes the Secretary of State to expend or disburse money in the Election fund in accordance with the provisions of the Help America Vote Act and exempts the need of a Solicitation Waiver. Dominion is the sole voting systems contractor for the state to guarantee secure and accurate electronic voting systems with superior support 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:

2010 - Assigned contract previously held by Sequoia Voting Systems-satisfactory  
2011- 2013 New contract with Secretary of State -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	pdover	06/06/2013 13:28:15 PM
Division Approval	pdover	06/06/2013 13:28:19 PM
Department Approval	pdover	06/06/2013 13:28:25 PM
Contract Manager Approval	vmccormi	06/06/2013 13:42:18 PM
DoIT Approval	lmuelle1	06/06/2013 16:40:11 PM
Budget Analyst Approval	sbarkdul	06/10/2013 06:59:46 AM
BOE Agenda Approval	nhovden	06/13/2013 12:29:31 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>14200</b>	Amendment Number: <b>1</b>
Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>RENO TAHOE FRANCHISING INC</b>
Agency Code: <b>082</b>	Contractor Name: <b>RENO TAHOE FRANCHISING INC</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>DBA JANI KING OF RENO 164 HUBBARD WAY STE C</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89502-3778</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Vaughn Parks 775/323-1600</b>
	Vendor No.: <b>T29026876</b>
	NV Business ID: <b>NV20051738893</b>

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 %	<b>X</b>	Fees	<b>100.00 % Building rent income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **72757**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/06/2013**  
 Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **07/31/2013**  
 Contract term: **178 days**

4. Type of contract: **Contract**  
 Contract description: **Janitorial Services**

5. Purpose of contract:  
**This is the first amendment to the original contract, which provides ongoing janitorial services to the Division of Welfare and Supportive Services, located at 630 Greenbrae, Sparks, Nevada. This amendment extends the termination date from July 31, 2013 to October 31, 2013 and increases the amount from \$7,920 to \$13,860 due to the continued need for these services.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,920.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$5,940.00
4. New maximum contract amount:	\$13,860.00
and/or the termination date of the original contract has changed to:	10/31/2013

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**Janitorial services are necessary for the health and safety of visitors and employees.**

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

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?  
Lowest bidder.

d. Last bid date: 03/06/2013 Anticipated re-bid date: 06/01/2013

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:

2010-2013, 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	tgalvan	06/07/2013 15:09:29 PM
Division Approval	tgalvan	06/07/2013 15:09:32 PM
Department Approval	tgalvan	06/07/2013 15:09:36 PM
Contract Manager Approval	csweeney	06/10/2013 11:16:31 AM
Budget Analyst Approval	jrodrig9	06/10/2013 11:19:04 AM
BOE Agenda Approval	cwatson	06/14/2013 09:06:52 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: **14548**

Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>AUSENCO PSI LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>AUSENCO PSI LLC</b>
Appropriation Unit: <b>1565-58</b>	Address: <b>1150 FINANCIAL BLVD.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89502</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-828-9595</b>
	Vendor No.: <b>T29016033</b>
	NV Business ID: <b>NV19921050131</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

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

Agency Reference #: **72794**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

**This is a new contract to provide professional architectural/engineering services for door controls and fire door replacements at the Florence McClure Women's Correctional Center; Project No. 07-M24; Contract No. 72794.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$98,462.00**

Other basis for payment: **monthly progress payments on services provided**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2007 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 this type of work

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: 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	dgrimm	05/31/2013 14:18:12 PM
Division Approval	dgrimm	05/31/2013 14:18:15 PM
Department Approval	dgrimm	05/31/2013 14:18:18 PM
Contract Manager Approval	dgrimm	06/07/2013 14:25:37 PM
Budget Analyst Approval	jrodrig9	06/10/2013 11:17:25 AM
BOE Agenda Approval	cwatson	06/14/2013 09:15:48 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: **14549**

Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>CONVERSE PROFESSIONAL GROUP</b>
Agency Code: <b>082</b>	Contractor Name: <b>CONVERSE PROFESSIONAL GROUP</b>
Appropriation Unit: <b>1585-15</b>	Address: <b>CONVERSE CONSULTANTS</b>
Is budget authority available?: <b>Yes</b>	<b>731 PILOT RD STE H</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>LAS VEGAS, NV 89119</b>
	Contact/Phone: <b>null702/269-8336</b>
	Vendor No.: <b>T27000573</b>
	NV Business ID: <b>NV19971267942</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014</b>

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % transfer from Risk Management</b>

Agency Reference #: **74685**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2014**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Asbestos/Mold Test**

5. Purpose of contract:

**This is a new contract to provide on-call asbestos and mold testing services for state owned and leased facilities on an as needed basis; Project No. 11-S06; contract No. 74685.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: **progress payments on services provided**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**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

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: 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	dgrimm	05/31/2013 10:05:19 AM
Division Approval	dgrimm	05/31/2013 10:05:21 AM
Department Approval	dgrimm	05/31/2013 10:05:24 AM
Contract Manager Approval	dgrimm	06/04/2013 15:15:54 PM
Budget Analyst Approval	jrodrig9	06/07/2013 15:11:45 PM
BOE Agenda Approval	cwatson	06/14/2013 09:16:59 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: **14573**

Agency Name: **STATE PUBLIC WORKS DIVISION**  
Agency Code: **082**  
Appropriation Unit: **All Appropriations**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **AINSWORTH ASSOCIATES**  
Contractor Name: **AINSWORTH ASSOCIATES**  
Address: **MECHANICAL ENGINEERS  
3741 BUSINESS DR STE 100  
SACRAMENTO, CA 95820**  
City/State/Zip: **SACRAMENTO, CA 95820**  
Contact/Phone: **null916/737-6014**  
Vendor No.: **T27012245**  
NV Business ID: **NV19751005286**

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b> Other funding	<b>100.00 % Varies depending on project</b>

Agency Reference #: **75636**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Open Term**

Contract description: **Mech/Elec PI Chk Ser**

5. Purpose of contract:

**This is a new contract to provide ongoing professional mechanical/electrical plan checking services on capital improvement projects as required. SPWD Contract No. 75636**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: **Progress payments based on services provided**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Mechanical/Electrical plan checking required to ensure building safety and code compliance.**

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 this type of work.

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: 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	dgrimm	06/04/2013 14:49:59 PM
Division Approval	dgrimm	06/04/2013 14:50:02 PM
Department Approval	dgrimm	06/04/2013 14:50:05 PM
Contract Manager Approval	dgrimm	06/04/2013 15:12:24 PM
Budget Analyst Approval	jrodrig9	06/07/2013 13:35:40 PM
BOE Agenda Approval	cwatson	06/14/2013 09:18:25 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: **14553**

Agency Name:	<b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name:	<b>AZTECH MATERIALS TESTING</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>AZTECH MATERIALS TESTING</b>
Appropriation Unit:	<b>All Appropriations</b>	Address:	<b>4700 COPPER SAGE ST</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>LAS VEGAS, NV 89115-0906</b>
If "No" please explain:	Not Applicable		

To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>
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What is the source of funds that 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	<b>100.00 % Varies depending on project</b>

Agency Reference #: 72693

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Mat Tst & Insp Serv**

5. Purpose of contract:

**This is a new contract to provide professional materials testing and inspection services for capital improvement projects on an as basis.**

6. NEW CONTRACT

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

Other basis for payment: progress payments based on services provided

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Materials testing and inspection services required to ensure building safety and code compliance.**

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 this type of work

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	05/31/2013 14:47:29 PM
Division Approval	dgrimm	05/31/2013 14:47:31 PM
Department Approval	dgrimm	05/31/2013 14:47:34 PM
Contract Manager Approval	dgrimm	06/04/2013 15:15:18 PM
Budget Analyst Approval	jrodrig9	06/07/2013 15:37:05 PM
BOE Agenda Approval	cwatson	06/14/2013 09:23:56 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: **14547**

Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>GML ARCHITECTS LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>GML ARCHITECTS LLC</b>
Appropriation Unit: <b>All Appropriations</b>	Address: <b>1575 DELUCCHI LN STE 120</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89502-6581</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/829-8814</b>
	Vendor No.: <b>T80615120</b>
	NV Business ID: <b>NV19981053945</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Varies depending on project</b>

Agency Reference #: **74727**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Plan Chk Srvcs**

5. Purpose of contract:

**This is a new contract to provide accessibility plan checking services for capital improvement project on an as basis. Contract No. 74727.**

6. NEW CONTRACT

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

Other basis for payment: **progress payments on services provided**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Accessibility plan checking services to ensure safety and code compliance.**

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 this type of work

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	05/31/2013 08:48:46 AM
Division Approval	dgrimm	05/31/2013 08:48:48 AM
Department Approval	dgrimm	05/31/2013 08:48:52 AM
Contract Manager Approval	dgrimm	06/04/2013 15:16:14 PM
Budget Analyst Approval	jrodrig9	06/07/2013 15:39:33 PM
BOE Agenda Approval	cwatson	06/14/2013 09:04:32 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 CONTRACT

1. Contract Number: **14565**

Agency Name: **STATE PUBLIC WORKS DIVISION**  
 Agency Code: **082**  
 Appropriation Unit: **All Appropriations**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **HARRIS CONSULTING ENGINEERS**  
 Contractor Name: **HARRIS CONSULTING ENGINEERS LLC**  
 Address: **6630 SURREY ST STE 100**  
 City/State/Zip: **LAS VEGAS, NV 89119**  
 Contact/Phone: **null702/269-1575**  
 Vendor No.: **T27003439**  
 NV Business ID: **NV20011085889**

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b> Other funding	<b>100.00 % Varies depending on project</b>

Agency Reference #: **75633**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Open Term**

Contract description: **Mech/Elec PI Chck**

5. Purpose of contract:

**This is a new contract to provide ongoing mechanical/electrical plan checking services for capital improvement projects on an as needed basis. SPWD Contract No. 75633.**

6. NEW CONTRACT

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

Other basis for payment: **progress payments based on services provided**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Mechanical/electrical plan checking services required to ensure building safety and code compliance.**

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 this type of work

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	06/03/2013 15:56:24 PM
Division Approval	dgrimm	06/03/2013 15:56:27 PM
Department Approval	dgrimm	06/03/2013 15:56:30 PM
Contract Manager Approval	dgrimm	06/04/2013 15:13:39 PM
Budget Analyst Approval	jrodrig9	06/07/2013 13:43:40 PM
BOE Agenda Approval	cwatson	06/14/2013 09:22:03 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: **14570**

Agency Name: **STATE PUBLIC WORKS DIVISION**  
Agency Code: **082**  
Appropriation Unit: **All Appropriations**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **INTERNATIONAL COMMISSIONING**  
Contractor Name: **INTERNATIONAL COMMISSIONING ENGINEERS WEST INC**  
Address: **800 N RAINBOW BLVD STE 212**  
City/State/Zip: **LAS VEGAS, NV 89107-1189**  
Contact/Phone: **null702/588-5780**  
Vendor No.: **T29021397**  
NV Business ID: **NV20071377893**

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b> Other funding	<b>100.00 % Varies depending on project</b>

Agency Reference #: **75647**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Open Term**

Contract description: **Third Prty Comm Serv**

5. Purpose of contract:

**This is a new contract to provide ongoing third party commissioning services for capital improvement projects, as required. SPWD Contract No. 75647**

6. NEW CONTRACT

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

Other basis for payment: **progress payments based on services provided**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Third Party Commissioning Services required to ensure building safety and code compliance.**

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 this type of work.

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: 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	dgrimm	06/04/2013 11:50:54 AM
Division Approval	dgrimm	06/04/2013 11:50:57 AM
Department Approval	dgrimm	06/04/2013 11:51:00 AM
Contract Manager Approval	dgrimm	06/04/2013 15:13:09 PM
Budget Analyst Approval	jrodrig9	06/07/2013 13:41:12 PM
BOE Agenda Approval	cwatson	06/14/2013 09:19:56 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: **14554**

Agency Name: <b>STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>TMCX SOLUTIONS LLC</b>
Agency Code: <b>082</b>	Contractor Name: <b>TMCX SOLUTIONS LLC</b>
Appropriation Unit: <b>All Appropriations</b>	Address: <b>5575 S DURANGO DR STE 102</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89113-1834</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null800/815-1162</b>
	Vendor No.: <b>T27024620</b>
	NV Business ID: <b>NV20091633795</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Varies depending on project</b>

Agency Reference #: 75649

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Bldg Commiss Srvcs**

5. Purpose of contract:

**This is a new contract to provide professional third party commissioning services for capital improvement projects on an as needed basis. SPWD Contract No. 75649.**

6. NEW CONTRACT

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

Other basis for payment: progress payments based on services provided

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Third party commissioning services required to ensure building safety and code compliance.**

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 this type of work

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	05/31/2013 16:02:20 PM
Division Approval	dgrimm	05/31/2013 16:02:22 PM
Department Approval	dgrimm	05/31/2013 16:02:25 PM
Contract Manager Approval	dgrimm	06/04/2013 15:14:46 PM
Budget Analyst Approval	jrodrig9	06/07/2013 14:27:57 PM
BOE Agenda Approval	cwatson	06/14/2013 09:23:00 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: **14476**

Agency Name: **ENTERPRISE IT SERVICES**

Agency Code: **180**

Appropriation Unit: **1385-26**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SIRIUS COMPUTER SOLUTIONS INC**

Contractor Name: **SIRIUS COMPUTER SOLUTIONS INC**

Address: **10100 REUNION PLACE, SUITE 500**

City/State/Zip: **SAN ANTONIO, TX 78216**

Contact/Phone: null800-460-1237

Vendor No.: PUR0003148

NV Business ID: NV20001444070

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

2. Contract start date:

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

Anticipated BOE meeting date: 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2013**

Contract term: **183 days**

4. Type of contract: **Contract**

Contract description: **Encryption Implement**

5. Purpose of contract:

**This is a new contract to provide review and analysis of the management and technical controls of the state's mainframe environment; provide recommendations for advanced network encryption services; and provide assistance to implement secure data transfer.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: \$15,000 to be paid at the completion of the services.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The result of an IRS audit of Welfare requiring that all data coming out of the mainframe be encrypted, and the requirements of the State's new healthcare exchange.

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

EITS does not have the expertise to implement this requirement, and there is no training money available this fiscal year to get someone trained and we are on a tight timeline to get this implemented before Welfare implements their new healthcare exchange in compliance with the new Health Care Reform law.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

The selected contractor submitted the only bid.

d. Last bid date: 04/01/2013 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?

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	csweeney	06/04/2013 14:23:56 PM
Division Approval	csweeney	06/04/2013 14:24:02 PM
Department Approval	csweeney	06/04/2013 14:24:06 PM
Contract Manager Approval	csweeney	06/04/2013 14:24:11 PM
DoIT Approval	lmuelle1	06/04/2013 16:23:29 PM
Budget Analyst Approval	ekin4	06/11/2013 11:04:21 AM
BOE Agenda Approval	cwatson	06/17/2013 10:23:21 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: **14401**

Agency Name: <b>ENTERPRISE IT SERVICES</b>	Legal Entity Name: SWITCH COMMUNICATIONS GROUP
Agency Code: <b>180</b>	Contractor Name: <b>SWITCH COMMUNICATIONS GROUP</b>
Appropriation Unit: <b>1385-26</b>	Address: <b>PO BOX 400850</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89140</b>
If "No" please explain: Not Applicable	Contact/Phone: null702/444-4111
	Vendor No.: T29011358
	NV Business ID: NV20031180607
To what State Fiscal Year(s) will the contract be charged? <b>2014-2017</b>	

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**Due to the revisions and negotiations of the service agreement and difficulty in obtaining a revised Service Order, the June BOE deadline could not be met. The retroactive period is only approximately nine (9) days.**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Other (include description): Colocation Facilities Agreement**

Contract description: **Data Storage Center**

5. Purpose of contract:

**This is a new contract to continue hub and secure data hosting for the state. This facility provides communication redundancies and bandwidth for Southern Nevada State agencies. It also houses the state's disaster recovery equipment for the State Computing Facility in Carson City.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Payment for services will be made at the rate of \$17,202.00 per month

Other basis for payment: Approximately \$200,000 is included in the maximum amount due to: (1) work order changes; and (2) the potential for a rate increase of the monthly rate because of the issuance of yearly service orders over the 4-year duration of the contract.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Switch Communications Group provides the State of Nevada a Southern Nevada communication hub and secure data center hosting. This facility provides communication redundancies and bandwidth for Southern Nevada state agencies. It also houses the state's disaster recovery equipment for the State Computing Facility in Carson City.

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

The state does not have a secure physical location or the capability of housing the state's disaster recovery equipment in Southern Nevada.

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

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 120711**

**Approval Date: 05/15/2013**

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

This site hosts the Computer Facility's mainframe, Unix and Windows blade equipment. Moving to an alternate site would be extremely expensive and involve risky outages. Moving the communication hub would involve negotiations with EITS' communication vendors and a re-architecture of the microwave infrastructure in the Las Vegas area.

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:

Department of Information Technology - 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:

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	csweeney	05/06/2013 14:24:25 PM
Division Approval	csweeney	05/06/2013 14:24:31 PM
Department Approval	csweeney	05/06/2013 14:24:35 PM
Contract Manager Approval	csweeney	06/04/2013 13:10:13 PM
DoIT Approval	lmuelle1	06/04/2013 16:10:03 PM
Budget Analyst Approval	ekin4	06/11/2013 09:23:26 AM
BOE Agenda Approval	cwatson	06/17/2013 10:22:18 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: **14522**

Agency Name: **ENTERPRISE IT SERVICES**  
 Agency Code: **180**  
 Appropriation Unit: **1386-00**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **EUREKA COUNTY TREASURER**  
 Contractor Name: **EUREKA COUNTY TREASURER**  
 Address: **PO BOX 677**  
 City/State/Zip: **EUREKA, NV 89316**  
 Contact/Phone: **Michael A. Mears 7022375707**  
 Vendor No.: **T40261900**  
 NV Business ID: **Not Applicable**

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: **5564**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date **07/2014**

Retroactive? **Yes**

If "Yes", please explain

**In order to keep Internet service for Eureka County staff there must not be a lapse in coverage for SilverNet services provided by EITS (It was not received from the vendor until 5/22/2013 and missed the cutoff date for the June BOE of May 7, 2013).**

3. Termination Date: **06/30/2015**  
 Contract term: **1 year and 364 days**

4. Type of contract: **Revenue Contract**  
 Contract description: **Internet Services**

5. Purpose of contract:  
**This is a new intrastate interlocal revenue contract for continued SilverNet Internet services for Eureka County.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$15,468.48**  
 Other basis for payment: FY 2014, \$7,734.24; FY 2015, \$7,734.24

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
This is a revenue generating contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
This is a revenue generating contract

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

a. List the names of vendors that were solicited to submit proposals (include at least three):  
Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not applicable

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:

Eureka County is currently under contract with EITS 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 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	dbaughn	05/29/2013 10:28:28 AM
Division Approval	capple	05/29/2013 10:45:40 AM
Department Approval	capple	05/29/2013 10:45:43 AM
Contract Manager Approval	bbohms	06/13/2013 07:34:13 AM
Budget Analyst Approval	ekin4	06/13/2013 07:34:44 AM
BOE Agenda Approval	cwatson	06/17/2013 10:01:35 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: **14472**

Agency Name: <b>ENTERPRISE IT SERVICES</b>	Legal Entity Name: LINCOLN, COUNTY OF
Agency Code: <b>180</b>	Contractor Name: <b>LINCOLN, COUNTY OF</b>
Appropriation Unit: <b>1388-00</b>	Address: <b>LINCOLN COUNTY SHERIFFS DEPT PO BOX 570</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>PIOCHE, NV 89043</b>
If "No" please explain: Not Applicable	Contact/Phone: Sheriff Kerry Lee 775/962-5151
	Vendor No.: T40267400K
	NV Business ID: Not Applicable
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2017</b>

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

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

Agency Reference #: 5560

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2014

Retroactive? **Yes**

If "Yes", please explain

**This retroactive request ensures continuance of public safety communications so there is no discontinuation of services moving from the expiring contract of June 30, 2013, and the start of this new contract as of July 1, 2013.**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

**This is a new revenue contract for continued rack space rental service at Highland Peak in Lincoln County.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$16,265.04**

Other basis for payment: FY 2014, \$4,066.26; FY 2015, \$4,066.26; FY 2016, \$4,066.26; FY 2017, \$4,066.26

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This is a revenue generating contract

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

This is a revenue generating contract

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not applicable

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:

Currently under revenue contract for like services 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 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	dbaughn	05/14/2013 15:31:11 PM
Division Approval	capple	05/14/2013 15:47:52 PM
Department Approval	capple	05/14/2013 15:47:55 PM
Contract Manager Approval	bbohm	05/15/2013 11:44:48 AM
Budget Analyst Approval	ekin4	06/11/2013 11:10:23 AM
BOE Agenda Approval	cwatson	06/17/2013 10:24:18 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: **14545**

Agency Name: **ENTERPRISE IT SERVICES**  
Agency Code: **180**  
Appropriation Unit: **1388-00**

Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **NGP BLUE MOUNTAIN I LLC**  
Contractor Name: **NGP BLUE MOUNTAIN I LLC**  
Address: **1755 E PLUMB LN STE 220**  
City/State/Zip: **RENO, NV 89502**  
Contact/Phone: null604/688-1553  
Vendor No.: T29017560  
NV Business ID: NV20071545049

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: 5565

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2014

Retroactive? **Yes**

If "Yes", please explain

**This retroactive request is necessary to continuing public communications coverage throughout Nevada on an ongoing basis.**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

**This is a new revenue contract for continuee rack space and DS1 circuit rental at Winnemucca Mountain in Humboldt County.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$95,393.64**

Other basis for payment: FY 2014, \$23,848.41; FY 2015, \$23,848.41; FY 2016, \$23,848.41; FY 2017, \$23,848.41

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract

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

This is a revenue generating contract

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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:

NGP Blue Mountain 1 LLC was Nevada Geothermal Power which has been under contract with EITS 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:

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	dbaughn	06/06/2013 16:12:45 PM
Division Approval	capple	06/10/2013 08:36:49 AM
Department Approval	capple	06/10/2013 08:36:52 AM
Contract Manager Approval	bbohm	06/13/2013 06:20:00 AM
Budget Analyst Approval	ekin4	06/13/2013 16:36:05 PM
BOE Agenda Approval	cwatson	06/17/2013 10:03:08 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: **14473**

Agency Name: <b>ENTERPRISE IT SERVICES</b>	Legal Entity Name: Ormat Nevada, Inc
Agency Code: <b>180</b>	Contractor Name: <b>Ormat Nevada, Inc</b>
Appropriation Unit: <b>1388-00</b>	Address: <b>6225 Neil Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89511</b>
If "No" please explain: Not Applicable	Contact/Phone: Connie Stechman 356-9029
	Vendor No.:
	NV Business ID: NV199221016142
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2017</b>

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

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

Agency Reference #: 5561

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2014

Retroactive? **Yes**

If "Yes", please explain

**This retroactive request ensures continuance of public safety communications so that there is no discontinuation of services moving from the expiring contract of June 30, 2013, and the start of the new contract as of July 1, 2013.**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space rental**

5. Purpose of contract:

**This is a new revenue contract for continued rack space and DS1 use services at Austin Summit in Lander County.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$153,567.72**

Other basis for payment: FY 2014, \$38,391.93; FY 2015, \$38,391.93; FY 2016, \$38,391.93; FY 2017, \$38,391.93

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract

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

This is a revenue generating contract

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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 is currently under a revenue contract with EITS for like services 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	dbaughn	05/14/2013 15:32:58 PM
Division Approval	capple	05/14/2013 15:47:30 PM
Department Approval	capple	05/14/2013 15:47:32 PM
Contract Manager Approval	bbohm	05/15/2013 11:44:12 AM
Budget Analyst Approval	ekin4	06/11/2013 11:27:04 AM
BOE Agenda Approval	cwatson	06/17/2013 10:25:14 AM
BOE Final Approval	Pending	



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14513**

Agency Name: <b>CHARTER SCHOOLS</b>	Legal Entity Name: <b>Infinite Campus Inc.</b>
Agency Code: <b>305</b>	Contractor Name: <b>Infinite Campus Inc.</b>
Appropriation Unit: <b>2711-26</b>	Address: <b>4321 109TH AVE NE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Blaine, MN 55449-6794</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null651/631-0000</b>
	Vendor No.: <b>T29032839</b>
	NV Business ID: <b>NV20121635586</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Administration fees received from operational charter schools.</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2013**

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **07/09/2014**

Contract term: **364 days**

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

Contract description: **Infinite Campus**

5. Purpose of contract:

**This is a new contract to provide a Student Information System (SIS) for five new charter schools beginning operation in fall, 2013.**  
**NRS 386.650 requires each school district to:**  
**(a) Adopt and maintain a program for the collection, maintenance and transfer of data from the records of individual pupils to the State automated system of information**  
**(b) Provide to the Department electronic data concerning pupils as required by the Superintendent of Public Instruction**  
**(c) Ensure that an electronic record is maintained in accordance with subsection 3 of NRS 386.655.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$38,620.00**

Payment for services will be made at the rate of \$8.91 per Student

Other basis for payment: Maximum Amount includes implementation costs of \$19,800.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 386.650 says The board of trustees of each school district shall adopt and maintain the program prescribed by the Superintendent of Public Instruction pursuant to subsection 3 for the collection, maintenance and transfer of data from the records of individual pupils to the automated system of information, including, without limitation, the development of plans for the educational technology which is necessary to adopt and maintain the program

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

Student Information Systems are highly specialized software systems used by all Nevada school districts. The State does not have the expertise to write the software or the personnel to maintain it.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

NRS 332.195 Joinder or mutual use of contracts by governmental entities. - We are joining a contract of Clark County's, which went through a full-blown RFP and selected Infinite Campus as the most efficient SIS for districts with over 10,000 students. This is the first step in putting all SPCSA students (currently 14,000) onto Infinite Campus.

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?

Yes If "Yes", please explain

Clark County School District and Washoe County School District both use Infinite Campus as their Student Information System. Together, they comprise over 80% of public school students in Nevada.

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	bflanner	05/20/2013 16:16:46 PM
Division Approval	bflanner	05/20/2013 16:16:54 PM
Department Approval	bflanner	05/20/2013 16:17:00 PM
Contract Manager Approval	bflanner	05/20/2013 16:17:07 PM
DoIT Approval	lmuelle1	05/21/2013 11:48:35 AM
Budget Analyst Approval	sbrown	05/31/2013 15:13:34 PM
BOE Agenda Approval	sbrown	05/31/2013 15:14:09 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: **14479**

Agency Name: <b>NEVADA STATE LIBRARY AND ARCHIVES</b>	Legal Entity Name: <b>Brainfuse, Inc.</b>
Agency Code: <b>332</b>	Contractor Name: <b>Brainfuse, Inc.</b>
Appropriation Unit: <b>2891-12</b>	Address: <b>271 Madison Avenue 3rd Floor</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>New York, NY 10016</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Alex Sztuden 866-272-4638</b>
	Vendor No.: <b>T32002348</b>
	NV Business ID: <b>NV20131283472</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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

Agency Reference #: **RFP #1115**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2013**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Electronic Learning**

5. Purpose of contract:

**This is a new contract to provide online learning services to be used statewide and remotely by libraries in Nevada and their users. The resources go beyond database periodicals and online broad coverage encyclopedias to offer such items as one-to-one homework help, state-aligned skills building, test preparation, writing assistance, practice tests, exercises, skill-building courses; eBooks to assist with learning or skill building; and semantic web capabilities including Web 3.0, Library 3.0 and linked data.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$276,000.00**

Payment for services will be made at the rate of \$138,000.00 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada State Library and Archives has been charged with the responsibility of obtaining access to solutions for users in public, academic, school, and special libraries and through remote access.

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

The State does not have licensed databases.

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?

This vendor received the top scores by an evaluation committee.

d. Last bid date: 03/11/2013 Anticipated re-bid date: 03/01/2015

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:  
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	csweeney	05/29/2013 14:32:14 PM
Division Approval	csweeney	05/29/2013 14:32:18 PM
Department Approval	csweeney	05/29/2013 14:32:21 PM
Contract Manager Approval	csweeney	06/11/2013 11:33:16 AM
Budget Analyst Approval	ekin4	06/11/2013 11:55:30 AM
BOE Agenda Approval	cwatson	06/17/2013 10:26:09 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: **14507**

Agency Name: <b>NEVADA STATE LIBRARY AND ARCHIVES</b>	Legal Entity Name: <b>CENGAGE LEARNING</b>
Agency Code: <b>332</b>	Contractor Name: <b>CENGAGE LEARNING</b>
Appropriation Unit: <b>2891-28</b>	Address: <b>27500 DRAKE ROAD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>FARMINGTON HILLS, MI 48331</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>KAREN BAILEY 248/699-4253</b>
	Vendor No.: <b>T81083644</b>
	NV Business ID: <b>NV20031377346</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

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

Agency Reference #: **RFP #1112**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date **07/2013**

Retroactive? **Yes**

If "Yes", please explain

**Due to the large response to the RFP and the involved evaluation and negotiations, the June BOE deadline could not be met. The retroactive period is nine (9) days.**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **K-12 Databases**

5. Purpose of contract:

**This is a new contract to provide curriculum-based databases which are subject-specific or content-oriented for use by students and libraries in Nevada that support Common Core Standards and Nevada's K-12 curriculum based on national and/or Nevada standards. These computerized, web-accessible databases create a bridge between the library and classroom by providing K-12 students with current and informative research and/or resources that address curriculum core content and framework strands. They offer online access to full text content and are oriented to the needs of K-12 library users; provide content standard searching and lesson planning; help instructors explore resources available in libraries; expand classroom activities with current newspaper and magazine articles, reader's advisory, e-books, multimedia content, primary source documents, and links to educational websites.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$240,000.00**

Payment for services will be made at the rate of \$120,000.00 per year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada State Library and Archives has been charged with the responsibility of obtaining access to K-12 curriculum-based databases.

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

The state does not have these databases.

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor received the top scores by the evaluation committee.

d. Last bid date: 03/11/2013 Anticipated re-bid date: 03/01/2015

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:  
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	csweeney	05/30/2013 10:09:33 AM
Division Approval	csweeney	05/30/2013 10:09:36 AM
Department Approval	csweeney	05/30/2013 10:09:39 AM
Contract Manager Approval	csweeney	06/11/2013 11:42:54 AM
Budget Analyst Approval	ekin4	06/11/2013 11:57:22 AM
BOE Agenda Approval	cwatson	06/17/2013 09:58:26 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: **14503**

Agency Name: <b>NEVADA STATE LIBRARY AND ARCHIVES</b>	Legal Entity Name: <b>EBSCO INDUSTRIES INC DBA</b>
Agency Code: <b>332</b>	Contractor Name: <b>EBSCO INDUSTRIES INC DBA</b>
Appropriation Unit: <b>2891-12</b>	Address: <b>EBSCO SUBSCRIPTION SERVICES PO BOX 92901</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LOS ANGELES, CA 90009</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Gary Balentine 978-356-6500</b>
	Vendor No.: <b>T41098000F</b>
	NV Business ID: <b>NV20011454889</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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

Agency Reference #: **RFP #1114**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date **07/2013**

Retroactive? **Yes**

If "Yes", please explain

**Due to the large response to the RFP and the involved evaluation and negotiations, the June BOE deadline could not be met. The retroactive period is nine (9) days.**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Electronic Info**

5. Purpose of contract:

**This is a new contract to provide ongoing computerized, web-accessible general periodical databases to be used statewide in school, academic, special and public libraries, and through remote access. General periodical databases provide electronic access to organized collections of articles on a wide range of subject areas in popular magazines, newspapers, larger subject magazines and professional or scholarly journals that are published periodically; offer online access to full text interest periodicals and are oriented to the needs of library users.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Payment for services will be made at the rate of \$300,000.00 per year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

It is in the best interest of the state to continue to provide its citizens and students statewide access via libraries and the internet.

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

The state does not have licensed databases.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Vendor received the top scores by the evaluation committee.

d. Last bid date: 03/11/2013 Anticipated re-bid date: 03/01/2015

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:  
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	csweeney	05/30/2013 10:29:24 AM
Division Approval	csweeney	05/30/2013 10:29:27 AM
Department Approval	csweeney	05/30/2013 10:29:30 AM
Contract Manager Approval	csweeney	06/12/2013 08:10:59 AM
Budget Analyst Approval	ekin4	06/12/2013 08:35:45 AM
BOE Agenda Approval	cwatson	06/17/2013 10:00:14 AM
BOE Final Approval	Pending	



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14508**

Agency Name:	<b>NEVADA STATE LIBRARY AND ARCHIVES</b>	Legal Entity Name:	<b>EBSCO INDUSTRIES INC DBA</b>
Agency Code:	<b>332</b>	Contractor Name:	<b>EBSCO INDUSTRIES INC DBA</b>
Appropriation Unit:	<b>2891-12</b>	Address:	<b>EBSCO SUBSCRIPTION SERVICES 10 ESTES STREET IPSWICH, MA 01938</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>IPSWICH, MA 01938</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Gary Balentine 978-356-6500
		Vendor No.:	T41098000F
		NV Business ID:	NV20011454889
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>		

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

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

Agency Reference #: RFP #1112

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**Due to the large response to the RFP and the involved evaluation and negotiations, the June BOE deadline could not be met. The retroactive period is nine (9) days.**3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **K-12 Databases**

5. Purpose of contract:

**This is a new contract to provide curriculum-based databases which are subject-specific or content-oriented for use by students and libraries in Nevada that support Common Core Standards and Nevada's K-12 curriculum based on national and/or Nevada standards. These computerized, web-accessible databases create a bridge between the library and classroom by providing K-12 students with current and informative research and/or resources that address curriculum core content and framework strands. They offer online access to full text content and are oriented to the needs of K-12 library users; provide content standard searching and lesson planning; help instructors explore resources available in libraries; expand classroom activities with current newspaper and magazine articles, reader's advisory, e-books, multimedia content, primary source documents, and links to educational websites.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$189,000.00**

Payment for services will be made at the rate of \$94,500.00 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada State Library and Archives has been charged with the responsibility of obtaining access to K-12 curriculum-based databases.

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

The state does not have these databases.

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor received one of the top scores by the evaluation committee.

d. Last bid date: 03/11/2013 Anticipated re-bid date: 03/01/2015

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:  
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	csweeney	05/30/2013 08:41:44 AM
Division Approval	csweeney	05/30/2013 08:41:48 AM
Department Approval	csweeney	05/30/2013 08:41:51 AM
Contract Manager Approval	csweeney	06/11/2013 11:40:09 AM
Budget Analyst Approval	ekin4	06/11/2013 11:58:36 AM
BOE Agenda Approval	cwatson	06/17/2013 09:57:31 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: **14475**

Agency Name: <b>NEVADA STATE LIBRARY AND ARCHIVES</b>	Legal Entity Name: <b>WORLD BOOK INC</b>
Agency Code: <b>332</b>	Contractor Name: <b>WORLD BOOK INC</b>
Appropriation Unit: <b>2891-28</b>	Address: <b>233 N MICHIGAN AVE STE 2000</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CHICAGO, IL 60601-5805</b>
If "No" please explain: Not Applicable	Contact/Phone: null800/975-3250
	Vendor No.: T81036850
	NV Business ID: NV20131101514

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

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

Agency Reference #: RFP #1113

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **K-12 Encyclopedias**

5. Purpose of contract:

**This is a new contract to provide computerized, web-accessible K-12 curriculum-based encyclopedias to be used statewide by students and libraries in Nevada and that support Common Core Standards and Nevada's K-12 curriculum based on national and/or Nevada standards.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$180,912.00**

Payment for services will be made at the rate of \$90,456.00 per year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

It is in the best interest of the state to continue to provide its citizens and students statewide access via libraries and the internet.

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

The State does not have licensed databases.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor received the top scores by an evaluation committee.

d. Last bid date: 03/11/2013 Anticipated re-bid date: 03/01/2015

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:  
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	csweeney	05/29/2013 14:08:35 PM
Division Approval	csweeney	05/29/2013 14:08:39 PM
Department Approval	csweeney	05/29/2013 14:08:47 PM
Contract Manager Approval	csweeney	06/11/2013 11:36:52 AM
Budget Analyst Approval	ekin4	06/11/2013 11:56:20 AM
BOE Agenda Approval	cwatson	06/17/2013 10:26:47 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: **14537**

Agency Name:	<b>HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE</b>	Legal Entity Name:	<b>NEVADA ASSOC OF COUNTY COMMSNR</b>
Agency Code:	<b>400</b>	Contractor Name:	<b>NEVADA ASSOC OF COUNTY COMMSNR</b>
Appropriation Unit:	<b>3244-04</b>	Address:	<b>NEVADA ASSOCIATION OF COUNTIES 304 S MINNESOTA ST CARSON CITY, NV 89703-4270</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>CARSON CITY, NV 89703-4270</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>JEFF FONTAINE 775/883-7863</b>
		Vendor No.:	<b>T80918301</b>
		NV Business ID:	<b>Interlocal</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>		

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

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **NACO Admin Services**

5. Purpose of contract:

**This is a new interlocal agreement with the Nevada Association of Counties to provide program administration on behalf of the Board of Trustees on the Fund for Hospital Care for Indigent Persons. The duties include review and verification of hospital applications for reimbursement by the fund, to maintain a system of records for the board and to design and conduct programs of information and training for county units of government.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$120,000.00**

Payment for services will be made at the rate of \$60,000.00 per Year

Other basis for payment: Annual lump sum payment of \$60,000 upon receipt of invoice at the start of each fiscal year.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 428.175 established the Indigent Accident Fund. The contract will provide technical and administrative services to the fund.**

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 the expertise to perform this work.**

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

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

Not Applicable

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

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

Not applicable per SAM 0314 and NRS 277.

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:

NACO has satisfactorily performed the services under contract for the past 9 years.

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	bvale1	05/30/2013 07:55:51 AM
Division Approval	bvale1	05/31/2013 13:42:05 PM
Department Approval	ecrecli	06/03/2013 15:16:56 PM
Contract Manager Approval	bvale1	06/03/2013 15:39:03 PM
Budget Analyst Approval	nhovden	06/13/2013 11:48:36 AM
BOE Agenda Approval	nhovden	06/13/2013 11:48:40 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: <b>11050</b>	Amendment Number: <b>1</b>
Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>Clark County Department of Family Services</b>
Agency Code: <b>403</b>	Contractor Name: <b>Clark County Department of Family Services</b>
Appropriation Unit: <b>3158-24</b>	Address: <b>121 South Martin Luther King B</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89103-4309</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Junzo Nakagawa 702-455-5484</b>
	Vendor No.:
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2010-2014</b>

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date 05/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **5 years**

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

Contract description: **Title XIX Child TCM**

5. Purpose of contract:

**This is the first amendment to the original contract to continue ongoing services to obtain and pass through Title XIX federal funding for Targeted Case Mangement. This amendment increases the maximum amount from \$2,871,517.50 to \$3,568,902.70 and adds language to the scope of work to provide administrative services cost recovery to the county.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,871,517.50
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$697,385.20
4. New maximum contract amount:	\$3,568,902.70

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Children's population in need of Medicaid services

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

Clark County employees will do the work since this contract is to their county's benefit.

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	cmoriart	03/13/2013 14:46:07 PM
Division Approval	trooker	04/17/2013 17:01:33 PM
Department Approval	ecreceli	05/30/2013 15:12:46 PM
Contract Manager Approval	cmoriart	06/03/2013 15:02:14 PM
Budget Analyst Approval	nhovden	06/12/2013 10:48:18 AM
BOE Agenda Approval	nhovden	06/12/2013 10:48:26 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: **14526**Agency Name: **HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3158-77**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WILLIAM NEAL EVANS MD LTD DBA**Contractor Name: **WILLIAM NEAL EVANS MD LTD DBA**Address: **CHILDREN'S HEART CENTER NV  
3006 S MARYLAND PKWY STE 690**City/State/Zip: **LAS VEGAS, NV 89109-2297**Contact/Phone: **null702/732-1290**Vendor No.: **T80554390**NV Business ID: **NV19811008359**To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2013**Anticipated BOE meeting date **07/2013**Retroactive? **Yes**

If "Yes", please explain

**Services provided by Children's Heart Center were anticipated to be paid by ChipRewards, another contractor involved in the MIPCD grant program. It has recently come to our attention that ChipRewards has declined providing this pass-through service.**

3. Termination Date: **12/31/2014**Contract term: **1 year and 333 days**4. Type of contract: **Contract**Contract description: **MIPCD Research**

5. Purpose of contract:

**This is a new contract to provide enrollment services in a comprehensive incentive-based program to overweight children at risk of heart disease. The enrollment process includes obtaining informed consent from participants and distributing program materials to participants. The incentive program awards points according to participants program achievements including reduced cholesterol and blood lipid levels and behavioral changes. Incentive points may be redeemed for rewards offered by the Medicaid Incentive for Prevention of Chronic Disease grant program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$713,250.00**

Payment for services will be made at the rate of \$250.00 per participant

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The award of the Medicaid Incentives for Prevention of Chronic Disease federal grant is for a specific research project. This research project is contingent upon participants who will be enrolled through this contract.

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 available staff with the medical expertise necessary for this process.

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?

Childrens Heart Center participated in the writing of the MIPCD grant application and subsequent protocol. The MIPCD grant was awarded to Nevada by CMS under the assumption that Childrens Heart Center would be a participating in the MIPCD grant 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:  
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	cmoriart	05/23/2013 16:18:03 PM
Division Approval	trooker	06/06/2013 14:57:49 PM
Department Approval	ecreceli	06/06/2013 15:04:38 PM
Contract Manager Approval	cmoriart	06/11/2013 17:06:45 PM
Budget Analyst Approval	nhovden	06/11/2013 17:22:32 PM
BOE Agenda Approval	nhovden	06/11/2013 17:22:38 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: **14498**

Agency Name: <b>HEALTH DIVISION</b>	Legal Entity Name: <b>CATAMARAN</b>
Agency Code: <b>406</b>	Contractor Name: <b>CATAMARAN</b>
Appropriation Unit: <b>3215-24</b>	Address: <b>2441 WARRENVILLE RD STE 610</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LISLE, IL 60532-3642</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null301/548-2900</b>
	Vendor No.: <b>T29031733</b>
	NV Business ID: <b>NV20051129438</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2017</b>

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

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

Agency Reference #: **HD 14036**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Pharmacy Benefit Mgr**

5. Purpose of contract:

**This is a new contract to provide ongoing Pharmacy Benefit Manager services that administer claims and allow reimbursement of dispensing fees for AIDS Drug Assistance Program pharmacies throughout Nevada for services directly related to Ryan White Part B clients.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,405,519.00**

Other basis for payment: Monthly, as invoiced, based on specific number of perscriptions filled.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Ryan White (RW) program is required to maintain and fund the RW Part B AIDS Drug Assistance Program (ADAP) for new and existing clients through our Nevada pharmacy partners, with the goal to improve the health outcomes of HIV positive individuals by providing access to antiretroviral medications, and to maintain and fund the cost containment recommendations by Health Resources and Services Administration (HRSA).

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

The Health Division does not have the resources to perform these functions.

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

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

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

Not Applicable

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

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

Catamaran PBM is the only pharmacy benefits manager that has submitted bids on the last two State Purchasing RFPs. This company is the result of a merger between two major pharmacy benefit management companies in 2012.

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	valpers	05/20/2013 13:20:09 PM
Division Approval	valpers	05/20/2013 13:20:12 PM
Department Approval	ecreceli	05/21/2013 15:48:34 PM
Contract Manager Approval	cschmid2	05/21/2013 16:13:00 PM
Budget Analyst Approval	bberry	05/29/2013 15:40:18 PM
BOE Agenda Approval	nhovden	06/19/2013 08:41:24 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14323**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3216-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: NEVADA STATE BOARD OF NURSING

Contractor Name: **NEVADA STATE BOARD OF NURSING**Address: **STE 300****5011 MEADOWOOD MALL WAY**City/State/Zip: **RENO, NV 89502-6547**

Contact/Phone: null775/688-2620

Vendor No.: T80147500

NV Business ID: Governmental Agency

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 14016

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 06/2013

Retroactive? **Yes**

If "Yes", please explain

**The signed contract package was not received back from the Board of Nursing in time to be processed for the June BOE.**3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Approve Programs**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing reviews and approvals of qualified training programs as well as a competency evaluation program for Nursing Assistant programs, in compliance with federal regulations; develops and maintains a registry of nursing assistants employed in nursing facilities and home health agencies; investigates all reported complaints of physical abuse or neglect, mental abuse and/or misappropriation of property by a nursing assistant; notifies the Health Division of investigations and disciplinary actions, if any; enters findings of abuse, neglect or misappropriation and any rebuttals submitted to those findings in the registry as directed by the Health Division; provides quarterly reports in accordance with Federal regulations to the Health Division pertaining to the number of nursing assistants in the State of Nevada and the number of investigations referred to the Health Division.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$441,000.00**

Payment for services will be made at the rate of \$18,375.00 per month

Other basis for payment: The State Board of Nursing has been providing these services, at the same SFY cost, since 2005.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Health Division is obligated to implement and determine compliance with the provisions of Public Law 100-203 (Omnibus Budget Reconciliation Act of 1987) including amendmenst to, and regarding P.L. 100-203, with respect to the development of a program to regulate nursing assistants employed in nursing facilities and home health agencies in the state. The contractor is qualified to perform these duties efficiently and in a timely manner.**

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

The agreement is with a State Agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This State agency has been performing these tasks on behalf of the Health Division since 2005.

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	valpers	05/20/2013 13:21:09 PM
Division Approval	valpers	05/20/2013 13:21:13 PM
Department Approval	ecreceli	05/21/2013 15:34:45 PM
Contract Manager Approval	cschmid2	05/21/2013 16:12:43 PM
Budget Analyst Approval	bberry	05/29/2013 15:57:17 PM
BOE Agenda Approval	nhovden	06/14/2013 14:45:34 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14477**

Agency Name: **HEALTH DIVISION**  
 Agency Code: **406**  
 Appropriation Unit: **3224-00**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **HUMBOLDT, COUNTY OF**  
 Contractor Name: **HUMBOLDT, COUNTY OF**  
 Address: **HUMBOLDT COUNTY TREASURER**  
**50 W 5TH ST RM 203**  
 City/State/Zip: **WINNEMUCCA, NV 89445**  
 Contact/Phone: null775/623-6444  
 Vendor No.: T40139500  
 NV Business ID: Governmental Agency

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: HD 14005

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**This contract was not able to be submitted to the Board of Examiners in a timely fashion pending the outcome of potential legislative actions, and review and approval by the county.**

3. Termination Date: **06/30/2015**  
 Contract term: **1 year and 364 days**

4. Type of contract: **Revenue Contract**  
 Contract description: **Family Health**

5. Purpose of contract:

**This is a new revenue contract that continues to promote individual and family health in the county utilizing the state's community health nurses. Services will include testing, screening and treatment of tuberculosis and sexually transmitted diseases, as necessary.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$231,898.00**  
 Payment for services will be made at the rate of \$9,277.00 per month  
 Other basis for payment: An estimated \$5,825 per State Fiscal Year (SFY) for TB and STD services, as required.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada State Health Division, Public Health and Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

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	valpers	05/20/2013 13:21:34 PM
Division Approval	valpers	05/20/2013 13:21:36 PM
Department Approval	ecreceli	05/21/2013 16:56:11 PM
Contract Manager Approval	cschmid2	05/22/2013 13:26:35 PM
Budget Analyst Approval	bberry	05/30/2013 11:02:28 AM
BOE Agenda Approval	nhovden	06/14/2013 14:04:54 PM
BOE Final Approval	Pending	



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14480**

Agency Name: **HEALTH DIVISION**  
 Agency Code: **406**  
 Appropriation Unit: **3224-00**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **LINCOLN, COUNTY OF**  
 Contractor Name: **LINCOLN, COUNTY OF**  
 Address: **LINCOLN COUNTY CLERK**  
**PO BOX 90**  
 City/State/Zip: **PIOCHE, NV 89043**  
 Contact/Phone: null775/962-5390  
 Vendor No.: T40267400M  
 NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: HD 14007

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**This contract was not able to be submitted to the Board of Examiners in a timely fashion pending the outcome of potential legislative actions, and review and approval by the county.**

3. Termination Date: **06/30/2015**  
 Contract term: **1 year and 364 days**

4. Type of contract: **Revenue Contract**  
 Contract description: **Family Health**

5. Purpose of contract:

**This is a new revenue contract that continues to promote individual and family health in the county utilizing the state's community health nurses. Services will include testing, screening and treatment of tuberculosis and sexually transmitted diseases, as necessary.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$58,042.00**  
 Payment for services will be made at the rate of \$2,281.00 per month  
 Other basis for payment: An estimated \$1,649 per State Fiscal Year (SFY) for TB and STD services, as required

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada State Health Division, Public Health and Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

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	valpers	05/20/2013 13:22:11 PM
Division Approval	valpers	05/20/2013 13:22:14 PM
Department Approval	ecreceli	05/21/2013 16:45:28 PM
Contract Manager Approval	cschmid2	05/22/2013 13:26:50 PM
Budget Analyst Approval	bberry	05/30/2013 10:58:12 AM
BOE Agenda Approval	nhovden	06/14/2013 14:09:31 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **13439** Amendment Number: **3**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **DELOITTE CONSULTING LLP**

Agency Code: **407** Contractor Name: **DELOITTE CONSULTING LLP**

Appropriation Unit: **3228-50** Address: **4022 SELLS DR**

Is budget authority available?: **Yes** City/State/Zip: **HERMITAGE, TN 37076-2903**

If "No" please explain: **Not Applicable** Contact/Phone: **null615/882-7158**

Vendor No.: **T27024237**

NV Business ID: **NV20081436471**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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.

<input checked="" type="checkbox"/>	General Funds	<b>4.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>96.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **09/30/2016**

Termination Date:

Contract term: **4 years and 92 days**

4. Type of contract: **Contract**

Contract description: **HCR - Elig. Engine**

## 5. Purpose of contract:

**This is the third amendment to the original contract to develop and implement the Health Care Reform Eligibility Engine, which is a business rules engine that will store all of the eligibility rules for the State of Nevada's publicly-subsidized health coverage programs in one place and will be accessible to individuals shopping for health coverage from multiple entry points, such as the Silver State Health Insurance Exchange as mandated by the Affordable Care Act. This amendment increases the maximum amount from \$24,761,639.35 to \$25,761,639.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Orders 004-B, 007 and 014 to update the deliverables due to new Centers for Medicare & Medicaid Services requirements.**

## 6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$24,761,639.35
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$1,000,000.00
4.	New maximum contract amount:	\$25,761,639.35

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Patient Protection and Affordable Care Act of 2010 (ACA) was signed into law. The Health Care Reform law mandates the creation of Health Benefit Exchanges that will allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs such as Medicaid and Children's Health Insurance Program (CHIP). Integrating the eligibility determination and enrollment processes for publicly-subsidized health coverage programs and providing seamless coordination between the Health Benefit Exchange, Medicaid and CHIP will be critical to providing a "one-stop shop" to coverage. The intent of the law is to allow an individual to supply a limited amount of information that can be used to determine whether he/she is eligible for coverage under any of the publicly-subsidized health coverage programs available in the State.

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

State employees do not have the resources or expertise to provide this service.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Vendor was chosen based on a weighted average of evaluation criteria as determined by an evaluation committee of five (5).

d. Last bid date: 12/20/2011 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 was under contract with DWSS from January 2010 to February 2011 and from May 2011 to October 2011 and provided satisfactory service.

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	tdufresn	05/23/2013 16:26:48 PM
Division Approval	msmit5	05/31/2013 09:44:56 AM
Department Approval	ecreceli	06/03/2013 14:47:33 PM

Contract Manager Approval	ewatson	06/04/2013 08:35:08 AM
DoIT Approval	lmuelle1	06/04/2013 14:40:49 PM
Budget Analyst Approval	sbarkdul	06/05/2013 08:06:48 AM
BOE Agenda Approval	nhovden	06/13/2013 17:19:43 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14556**

Agency Name: <b>WELFARE AND SUPPORT SERVICES</b> Agency Code: <b>407</b> Appropriation Unit: <b>3228-50</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>Sycomp</b> Contractor Name: <b>Sycomp</b> Address: <b>950 Tower Lane, Suite 1785</b> City/State/Zip: <b>Foster City, CA 94404</b> Contact/Phone: null650/288/3313 Vendor No.: T27032819 NV Business ID: NV20091106603
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To what State Fiscal Year(s) will the contract be charged? **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.

<input checked="" type="checkbox"/>	General Funds	<b>4.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>96.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **10/31/2013**

Contract term: **122 days**

4. Type of contract: **Contract**

Contract description: **HCR DR**

5. Purpose of contract:

**This is a new contract to provide installation and configuration services to install a new IBM PureFlex System for disaster recovery and setup storage replication. PureFlex System is a complex multiplatform computing environment that includes: networking, storage and computing power into a single rack with a single management interface for all components. This system will provide disaster recovery capability in the event the main data center system supporting the Health Care Reform Eligibility Engine has a catastrophic failure and cannot be restored to full operation within 72 hours. This will allow the state to continue to process eligibility determinations of applications for health coverage under Health Care Reform.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,000.00**

Other basis for payment: As specified in Attachment C: Contractor's Statement of Work

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The disaster recovery system must be in place for compliance with Centers for Medicare & Medicaid Services (CMS) requirements before approval to bring up the eligibility engine is received. CMS requires that applications will continue to be processed if the primary system is not available.

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

State employees do not have the resources or expertise to provide this service. IBM equipment must be installed by an authorized IBM Business Partner.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?  
Vendor was selected as the lowest responsible vendor.

d. Last bid date: 05/20/2013 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?

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	tdufresn	06/05/2013 08:07:20 AM
Division Approval	msmit5	06/07/2013 12:50:05 PM
Department Approval	ecrecli	06/07/2013 16:34:13 PM
Contract Manager Approval	afrancis	06/10/2013 09:24:51 AM
DoIT Approval	lmuelle1	06/11/2013 08:27:32 AM
Budget Analyst Approval	sjohnso9	06/17/2013 07:13:41 AM
BOE Agenda Approval	nhovden	06/17/2013 09:53:36 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: **14288**

Agency Name: <b>WELFARE AND SUPPORT SERVICES</b>	Legal Entity Name: <b>DEPT OF EMPLOYMENT TRAINING</b>
Agency Code: <b>407</b>	Contractor Name: <b>DEPT OF EMPLOYMENT TRAINING</b>
Appropriation Unit: <b>3230-15</b>	Address: <b>&amp; REHAB 500 E THIRD ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89713</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775.684.3860</b>
	Vendor No.: <b>D90100012</b>
	NV Business ID: <b>Gov't Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

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

Contract description: **TANF**

5. Purpose of contract:

**This is a new interlocal agreement, which continues to provide vocational assessment testing used to identify possible learning disabilities, employment interests and aptitudes of the Temporary Assistance for Needy Families New Employees of Nevada (NEON) eligible participants. This results in the participants being placed in the appropriate NEON activity that will allow them to reach their highest level of self-sufficiency.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Other basis for payment: As specified in Attachment A: Scope of Work

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Department of Employment, Training and Rehabilitation (DETR), Bureau of Vocational Rehabilitation is a state and federally funded program designed to help people with disabilities become employed and to help those already employed perform more successfully through training, counseling and other support methods. TANF eligible recipients must complete activities preparing them for employment. This contract provides vocational assessment testing for TANF eligible recipients to assist DWSS case managers identify possible learning disabilities, employment interests and aptitudes.

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

DETR is a State agency.

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

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



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

Not Applicable

b. Solicitation Waiver: **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:

Currently under contract with DWSS and providing satisfactory service.

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	tdufresn	04/18/2013 08:16:21 AM
Division Approval	msmit5	05/21/2013 16:51:01 PM
Department Approval	ecreceli	05/23/2013 16:00:36 PM
Contract Manager Approval	afrancis	05/28/2013 08:15:41 AM
Budget Analyst Approval	sbarkdul	06/05/2013 08:00:56 AM
BOE Agenda Approval	nhovden	06/13/2013 17:11:27 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14505**Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3161-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Alarmco, Inc.

Contractor Name: **Alarmco, Inc.**Address: **2007 Las Vegas Blvd., South**City/State/Zip: **Las Vegas, NV 89104**

Contact/Phone: Patty Beck 702-678-5303

Vendor No.: T81100137

NV Business ID: NV19641000258

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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.

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

Agency Reference #: HD14048

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Alarm System Service**

5. Purpose of contract:

**This is a new contract to provide ongoing services that include monitoring and maintenance to existing alarm systems in all buildings on the Southern Nevada Adult Mental Health Services campus. This contract also provides for installment of additional alarms in the administrative building on the West Charleston campus to provide ongoing monitoring and maintenance.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$55,000.00**

Payment for services will be made at the rate of \$945.00 per month

Other basis for payment: Installation of new alarms at \$3,404.00 and \$6,236.00 for contingency expenses should unforeseen occurrences arise.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The life, health and safety of patients and staff as well as security of buildings and property.

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

This agency does not have staff qualified or available to monitor 24/7 alarms and the alarm equipment is proprietary to Alarmco who trains their own staff.

9. Were quotes or proposals solicited?

No

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

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

[Empty text box]

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 130201**

**Approval Date: 02/19/2013**

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

Existing alarm equipment at all agency properties is proprietary to Alarmco.

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 currently provides satisfactory service to Southern Nevada Adult Mental Health Services

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	valpers	05/29/2013 09:16:08 AM
Division Approval	valpers	05/29/2013 09:16:10 AM
Department Approval	ecreceli	06/03/2013 12:18:58 PM
Contract Manager Approval	rfine	06/04/2013 15:44:00 PM
Budget Analyst Approval	bberry	06/14/2013 16:03:28 PM
BOE Agenda Approval	nhovden	06/14/2013 16:42:29 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: **14527**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: Casas Construction-Electric, Inc
Agency Code: <b>408</b>	Contractor Name: <b>Casas Construction-Electric, Inc</b>
Appropriation Unit: <b>3161-07</b>	Address: <b>2710 E. Patrick Lane Suite 2</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89120</b>
If "No" please explain: Not Applicable	Contact/Phone: Daniel Casas 702-597-2093
	Vendor No.:
	NV Business ID: NV20001426791

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

**This is a new contract to provide ongoing electrical system maintenance service to the various buildings on the campus of Southern Nevada Adult Mental Health Services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,950.00**

Payment for services will be made at the rate of \$85.00 per hour

Other basis for payment: Regular Time, 7:00am to 3:30pm. Overtime rate: \$127.50 (any time outside of regular time).

Holiday & Weekend Rate: \$170.00. Cost + 50% for parts and supplies

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to Joint Commission Accreditation Standards, facility maintenance is required and the campus needs continuous maintenance services available when a problem arises with the electrical systems both at the Rawson Neal Psychiatric Hospital and the other SNAMHS campus buildings.

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

The Division does not currently have FTE staff available with the training, equipment or expertise to perform this work.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor has the experience in electrical maintenance and service and was the lowest bidding vendor who submitted bids.

d. Last bid date: 04/01/2013 Anticipated re-bid date: 01/01/2017

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	valpers	05/29/2013 15:59:44 PM
Division Approval	valpers	05/29/2013 15:59:48 PM
Department Approval	ecrecoli	06/03/2013 10:32:33 AM
Contract Manager Approval	rfine	06/04/2013 15:43:21 PM
Budget Analyst Approval	bberry	06/06/2013 16:28:56 PM
BOE Agenda Approval	nhovden	06/14/2013 17:12:12 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: **14469**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: <b>AUTOMATED TEMPERATURE CONTROLS</b>
Agency Code: <b>408</b>	Contractor Name: <b>AUTOMATED TEMPERATURE CONTROLS</b>
Appropriation Unit: <b>3162-07</b>	Address: <b>8535 DOUBLE R BLVD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89511</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/826-7700</b>
	Vendor No.: <b>PUR0003825</b>
	NV Business ID: <b>NV19871039226</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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.

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

Agency Reference #: **HD14040**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **HVAC Maintenance**

5. Purpose of contract:

**This is a new contract that continues ongoing on-site service work to diagnose and review Zone HVAC controls and train Northern Nevada Adult Mental Health Services and Lake's Crossing Center maintenance staff for computer controlled HVAC systems.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Computer controlled HVAC systems must be properly operated and maintained for the health and safety of clients, staff and visitors.

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

Current maintenance staff do not have the equipment or the expertise to maintain computer controlled HVAC systems.

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?

Not chosen in preference to others. Contractor is a sole source vendor for the specific computerized HVAC systems installed in NNAMHS and LCC facilities. Per SAM 0326.8, sole source authorization is not required.

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:

2001-PRESENT-NNAMHS & LCC-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	valpers	06/03/2013 15:57:56 PM
Division Approval	valpers	06/03/2013 15:57:59 PM
Department Approval	ecreceli	06/04/2013 10:26:42 AM
Contract Manager Approval	cschmid2	06/04/2013 12:03:03 PM
Budget Analyst Approval	bberry	06/06/2013 14:01:14 PM
BOE Agenda Approval	nhovden	06/14/2013 16:43:43 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14533**

Agency Name:	<b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name:	<b>BOARD OF REGENTS - UNR</b>
Agency Code:	<b>408</b>	Contractor Name:	<b>BOARD OF REGENTS - UNR</b>
Appropriation Unit:	<b>3162-04</b>	Address:	<b>NEVADA STATE HEALTH LABORATORY 1660 N VIRGINIA ST RENO, NV 89503</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>RENO, NV 89503</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null775/688-1335
		Vendor No.:	D35000816A
		NV Business ID:	n/a
To what State Fiscal Year(s) will the contract be charged?	<b>2013-2017</b>		

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

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

Agency Reference #: HD 14049

2. Contract start date:

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

Anticipated BOE meeting date 06/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **4 years and 30 days**4. Type of contract: **Interlocal Agreement**Contract description: **QuantiFeron-TB tests**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing QuantoFeron-TB tests on Northern Nevada Adult Mental Health Services (NNAMHS) and Lake's Crossing Center (LCC) consumers at the request of authorized NNAMHS/LCC personnel.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,300.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**Occasionally consumers refuse to allow PPD (TB) testing by NNAMHS/LCC staff. Rather than resorting to the use of DOR (Denial of Rights) to consumers, staff can request the work be done by Nevada State Health Laboratory staff, which would be agreeable to consumers.**

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

**NNAMHS/LCC staff routinely perform these tests, however when consumers refuse to allow staff to perform this test, the use of the Nevada State Health Laboratory staff can be utilized to administer the QuantiFeron TB test.**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?

Not chosen in preference to others, this is an Interlocal contract between state agencies.

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

This is an Interlocal contract between state agencies.

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:

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	valpers	06/03/2013 15:58:57 PM
Division Approval	valpers	06/03/2013 15:58:59 PM
Department Approval	ecreceli	06/04/2013 10:54:03 AM
Contract Manager Approval	cschmid2	06/04/2013 11:54:26 AM
Budget Analyst Approval	bberry	06/06/2013 15:19:50 PM
BOE Agenda Approval	nhovden	06/14/2013 16:54:08 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14491**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: <b>COMMUNITY HEALTH ALLIANCE</b>
Agency Code: <b>408</b>	Contractor Name: <b>COMMUNITY HEALTH ALLIANCE</b>
Appropriation Unit: <b>3162-18</b>	Address: <b>1450 RIDGEVIEW DR STE 200</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89519-6339</b>
If "No" please explain: Not Applicable	Contact/Phone: Marguerite Ross (775) 336-3061 775/329-6300
	Vendor No.: T81002447
	NV Business ID: NV19921028701

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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.

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

Agency Reference #: HD14042

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**  
Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Dental care**

5. Purpose of contract:

**This is a new contract that continues ongoing emergency dental care for clients, including but not limited to; dental examinations, x-rays, emergency extractions and surgical extractions, fillings, crowns, dentures and denture repairs for Northern Nevada Adult Mental Health Services (NNAMHS) and Lake's Crossing Center (LCC).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$95,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 209.381 and NAC 449.108 section 4, Facility must provide emergency dental services for Northern Nevada Adult Mental Health Services and Lake's Crossing Center clients.

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

Current staff lack qualifications and equipment necessary to perform dental procedures.

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?

HAWC was the only vendor to respond. They have provided satisfactory service for NNAMHS and Lake's Crossing patients in the past.

d. Last bid date: 04/12/2013 Anticipated re-bid date: 03/01/2017

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:

2001 to present-Lake's Crossing Center-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	valpers	05/29/2013 09:10:58 AM
Division Approval	valpers	05/29/2013 09:11:00 AM
Department Approval	ecrecli	06/03/2013 14:19:04 PM
Contract Manager Approval	cschmid2	06/07/2013 07:52:54 AM
Budget Analyst Approval	bberry	06/07/2013 08:08:48 AM
BOE Agenda Approval	nhovden	06/17/2013 09:41:51 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: **14466**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: <b>RF MACDONALD CO</b>
Agency Code: <b>408</b>	Contractor Name: <b>RF MACDONALD CO</b>
Appropriation Unit: <b>3162-07</b>	Address: <b>8565 WHITE FIR ST, UNIT B-2</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89523</b>
If "No" please explain: Not Applicable	Contact/Phone: null775/356-0300
	Vendor No.: PUR0000813A
	NV Business ID: NV19961176045

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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.

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

Agency Reference #: HD14039

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Boiler Maintenance**

5. Purpose of contract:

**This is a new contract that continues ongoing inspection, annual cleaning and preventive maintenance of on-site boilers at Northern Nevada Adult Mental Health Services and Lake's Crossing Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,800.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Boilers must be maintained at maximum efficiency to provide for the comfort of clients, visitors and staff.**

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

**Current staff do not have the specialized equipment required and are not trained to perform this work.**

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

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

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

**Not Applicable**

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

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

RF MacDonald Company performed the start up of original equipment. the complany had the lowest bid for this service and offered a 15% discount on parts. Exemption per requirement of ongoing maintenance. Per SAM 0326.8, sole source authorization is not required.

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:

2001-Present-NNAMHS and LCC-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	valpers	06/03/2013 15:59:31 PM
Division Approval	valpers	06/03/2013 15:59:33 PM
Department Approval	ecreceli	06/04/2013 11:02:32 AM
Contract Manager Approval	cschmid2	06/04/2013 11:53:48 AM
Budget Analyst Approval	bberry	06/06/2013 14:22:02 PM
BOE Agenda Approval	nhovden	06/14/2013 15:59:10 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: **14525**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: Custom Homes by Chateau, L.L.C.
Agency Code: <b>408</b>	Contractor Name: <b>Custom Homes by Chateau LLC</b>
Appropriation Unit: <b>3279-07</b>	Address: <b>1000 N. Green Valley Pkwy Suite 440-355</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Henderson, NV 89074</b>
If "No" please explain: Not Applicable	Contact/Phone: Brett Primack 702-858-4051
	Vendor No.: T27032615
	NV Business ID: NV200001058872

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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	<b>50.20 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>49.80 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Bathroom Remodel**

5. Purpose of contract:

**This is a new contract to replace and reinforce three shower surrounds in one residential building at Desert Regional Center. The scope of work includes the removal and disposal of the existing damaged shower surrounds, replacement and reinforcement of wall boards where needed and the installation of new surrounds, coves, window sills and trim. The contract also includes the reinstallation of grab bars and the removal of all trash and debris.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,975.00**

Other basis for payment: Upon invoice per contract

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Per the Code of Federal Regulations Title 42, Chapter 483.70 Physical Environment - The facility must be designed, constructed, equipped and maintained to protect the health and safety of residents, personnel and the public. The existing shower surrounds are cracked and the repairs made were meant to be temporary.

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 equipment or expertise to perform this work.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Las Vegas Remodel and Construction was the sole bidder on the project. Informal Solicitations for bid were sent out twice.

d. Last bid date: 04/18/2013 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:

LLC

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

No b. If "No", please explain:

Custom Homes by Chateau, L.L.C. dba Las Vegas Remodel and Construction

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	dhanse6	05/23/2013 16:59:30 PM
Division Approval	rhage1	06/02/2013 13:15:43 PM
Department Approval	ecreceli	06/03/2013 15:49:57 PM
Contract Manager Approval	jpruneau	06/04/2013 07:46:43 AM
Budget Analyst Approval	bberry	06/05/2013 15:14:50 PM
BOE Agenda Approval	nhovden	06/14/2013 17:06:19 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14531**

Agency Name:	<b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name:	NEVADA FAMILY PRACTICE RES PRO
Agency Code:	<b>408</b>	Contractor Name:	<b>NEVADA FAMILY PRACTICE RES PRO</b>
Appropriation Unit:	<b>3279-04</b>	Address:	<b>MOJAVE ADULT CHILD FAMILY SVCS 4000 E CHARLESTON BLVD STE 230</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>LAS VEGAS, NV 89104-2321</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null702/968-4000
		Vendor No.:	T80976319
		NV Business ID:	NV19831007549

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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	<b>50.20 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>49.80 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**The current Intrastate Interlocal Contract with Nevada Family Practice Residency Program dba Mojave Adult, Child and Family Services expires on June 30, 2013. Due to staff changes at Desert Regional Center and an unavoidable delay at the University of Nevada School of Medicine, an amendment to the Intrastate Interlocal Contract was not able to be processed in time to meet the June 11, 2013 BOE deadline.**

3. Termination Date: **07/31/2015**Contract term: **2 years and 30 days**4. Type of contract: **Interlocal Agreement**Contract description: **Psychiatric Services**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing psychiatric evaluations for people who exhibit severe maladaptive behaviors and mental illness, and require psychotropic medication(s). The contractor will recommend modes of behavior programs to be used, and/or prescribe the use of appropriate medications and also provide professional consultation to medical and non-medical staff and monitor the psychiatric needs of the people served by Desert Regional Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$130,000.00**

Payment for services will be made at the rate of \$125.00 per clinical hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Per the Code of Federal Regulations Title 42, Chapter 4, Part 483.45 Specialized Rehabilitative Services: (a) Provision of Services. If specialized rehabilitative services such as, but not limited to, physical therapy, speech language pathology, occupational therapy, and mental health rehabilitative services for mental illness and mental retardation are required in the resident's comprehensive plan of care, the facility must (1) provide for the required services; or (2) obtain the required services from an outside resource (in accordance with 483.75(h) of this part) from a provider of specialized rehabilitative services. (b) Qualifications. Specialized rehabilitative services must be provided under the written order of a physician by qualified personnel.

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



There are no State Psychiatrists available to work with the individuals served by Desert Regional Center.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Per NRS 277.080 the Interlocal Cooperation Act: vendor is another State Agency.

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:

FY03 - present - service 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	dhanse6	05/28/2013 14:38:48 PM
Division Approval	rhage1	06/02/2013 13:15:22 PM
Department Approval	ecreceli	06/03/2013 16:01:53 PM
Contract Manager Approval	dhanse6	06/04/2013 08:22:07 AM
Budget Analyst Approval	bberry	06/06/2013 16:20:44 PM
BOE Agenda Approval	nhovden	06/14/2013 16:59:33 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14365**

Agency Name:	<b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name:	Board of Regents of the Nevada System of Higher Education
Agency Code:	<b>408</b>	Contractor Name:	<b>Board of Regents of the Nevada System of Higher Education</b>
Appropriation Unit:	<b>3280-04</b>	Address:	
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>RENO, NV 89557-0240</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Kelley Larson 775 784-4040
		Vendor No.:	
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>		

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

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

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

Contract description: **Clin. Psych. Extern**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing services with the University of Nevada Reno Psychology Department, Clinical Psychology, to provide one psychology extern to perform counseling and evaluations for people served under the supervision of Sierra Regional Center licensed psychologists.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$53,856.00**

Payment for services will be made at the rate of \$25.93 per HOUR

#### II. JUSTIFICATION

7. What conditions require that this work be done?

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

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

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

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

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

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

Not Applicable

b. Solicitation Waiver: **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	rforderh	05/24/2013 11:08:58 AM
Division Approval	rhage1	05/30/2013 08:59:42 AM
Department Approval	ecreceli	05/30/2013 09:05:47 AM
Contract Manager Approval	jpruneau	05/30/2013 09:27:49 AM
Budget Analyst Approval	bberry	06/06/2013 15:37:36 PM
BOE Agenda Approval	nhovden	06/14/2013 15:46:59 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14486**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b> Agency Code: <b>408</b> Appropriation Unit: <b>3280-04</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: Board of Regents of the Nevada System of Higher Education Contractor Name: <b>Board of Regents of the Nevada System of Higher Education</b> Address: City/State/Zip: <b>Reno, NV 89557-0240</b> Contact/Phone: null775-784-4040 Vendor No.: NV Business ID: Governmental Entity
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To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/09/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 356 days**

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

Contract description: **Behav. Anal. Extern**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing services with the University of Nevada Reno Psychology Department, Behavior Analysis, to provide one psychology extern to perform behavioral analysis and evaluations for people served under the supervision of Sierra Regional Center licensed psychologists.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$53,856.00**

Payment for services will be made at the rate of \$25.93 per hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

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

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

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

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

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

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

Not Applicable

b. Solicitation Waiver: **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	rforderh	05/24/2013 11:09:28 AM
Division Approval	rhage1	05/30/2013 09:00:10 AM
Department Approval	ecreceli	05/30/2013 09:06:56 AM
Contract Manager Approval	jpruneau	05/30/2013 09:28:15 AM
Budget Analyst Approval	bberry	06/05/2013 15:16:19 PM
BOE Agenda Approval	nhovden	06/14/2013 17:10:06 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: **14529**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: <b>TUELLER, QUINTIN</b>
Agency Code: <b>408</b>	Contractor Name: <b>TUELLER, QUINTIN</b>
Appropriation Unit: <b>3648-04</b>	Address: <b>1245 PETERSON RD</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LOVELOCK, NV 89419</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-273-3129</b>
	Vendor No.: <b>PENDING</b>
	NV Business ID: <b>Exempt</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

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

Agency Reference #: **HD14051**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/11/2013**

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 354 days**

4. Type of contract: **Contract**

Contract description: **Janitorial**

5. Purpose of contract:

**This is a new contract that continues ongoing janitorial services for the Lovelock Mental Health Center. The purpose is to provide a clean and sanitary facility for our consumers and employees.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,600.00**

Payment for services will be made at the rate of \$400.00 per month

Other basis for payment: plus additional cost of \$500 annually for carpet cleaning

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**SAM 1008, 1014 and Exhibit C of the building lease. The Mental Health Center needs to be cleaned regularly to provide a healthful work environment for employees and clients.**

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

**No state employees are available in this rural area to provide 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?

Quintin Tueller was the only vendor to submit a proposal.

d. Last bid date: 02/19/2013 Anticipated re-bid date: 02/01/2015

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 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	valpers	06/03/2013 15:58:18 PM
Division Approval	valpers	06/03/2013 15:58:26 PM
Department Approval	ecreceli	06/04/2013 10:46:20 AM
Contract Manager Approval	cschmid2	06/04/2013 11:52:32 AM
Budget Analyst Approval	bberry	06/06/2013 14:34:06 PM
BOE Agenda Approval	nhovden	06/14/2013 16:45:02 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: **14575**

Agency Name:	<b>DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	Rite of Passage Adolescent Treatment Centers and Schools Inc
Agency Code:	<b>409</b>	Contractor Name:	<b>Rite of Passage Adolescent Treatment Centers and Schools Inc</b>
Appropriation Unit:	<b>3148 - All Categories</b>	Address:	<b>2560 Business Parkway Ste B</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Minden, NV 89423</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Lawrence Howell 775-721-2972
		Vendor No.:	
		NV Business ID:	nv198610153378

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2017**

Contract term: **4 years and 92 days**

4. Type of contract: **Contract**

Contract description: **juvenile corrections**

5. Purpose of contract:

**This is a new contract to provide management and maintenance of the Summit View Youth Correctional Center located in Las Vegas. Contractor will provide safety and security of juveniles, substance abuse treatment, mental health treatment, psychological services, medication management, suicide prevention, sex offender treatment, education remediation, skill enhancement, vocational training, recreation, medical care, and community re-entry preparation and programming. The facility will be used for youth, who through the assessment and classification process performed by the state, are too severe to be referred to existing state-operated facilities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,568,677.00**

Payment for services will be made at the rate of \$187.88 per filled bed per day

Other basis for payment: no less than 50 beds will be made available to the State; Contractor and State to collaborate on purchasing and repair priorities of facility; Contractor shall invoice one calendar month in arrears; upon review and acceptance, State shall pay within thirty (30) days after receipt of invoice

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Supreme Court Commission on Statewide Juvenile Justice Reform recommended the State reopen the Summit View facility to provide secure placement and programming for committed delinquent youth who require this level of security. External review of the Nevada Youth Training Center provided findings that many of the youth who reside in that facility require a more secure setting. The Summit View facility is a secure facility and it was Legislatively approved for reopening by a private vendor to operate the facility.

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



The resources necessary for the State to operate this facility are not available nor able to be matched by the proposal of the provider. It was Legislatively approved that a private provider will operate the Summit View facility under State oversight.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3016, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: Anticipated re-bid date: 01/01/2017

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:

1995-2013 with the Division of Child & Family Services; the agency has been satisfied with the services provided.

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	dkluever	06/05/2013 15:59:15 PM
Division Approval	dkluever	06/05/2013 15:59:18 PM
Department Approval	ecreceli	06/05/2013 15:59:39 PM
Contract Manager Approval	ihyman	06/10/2013 10:25:32 AM
Budget Analyst Approval	eobrien	06/12/2013 07:19:38 AM
BOE Agenda Approval	nhovden	06/12/2013 10:05:44 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: **14524**

Agency Name:	<b>DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name:	A1 National Fire Co Inc
Agency Code:	<b>409</b>	Contractor Name:	<b>A1 National Fire Co Inc</b>
Appropriation Unit:	<b>3179-04</b>	Address:	<b>4830 W University Ave</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas, NV 89103</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null702-320-3473
		Vendor No.:	pur0004609
		NV Business ID:	nv20031342615

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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.

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **fire protection**

5. Purpose of contract:

**This is a new contract that continues ongoing maintenance, repair, cleaning, and inspection of all fire prevention systems and kitchen hood systems at the Caliente Youth Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$42,480.00**

Other basis for payment: upon receipt and approval of invoice

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State Fire Marshall regulations found in NRS and NAC 477.

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

Caliente Youth Center employees do not have the certification required by State Fire Marshall code listed in NAC 477.348.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected as best meeting the needs of the agency.

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:

Currently contracted with Caliente Youth Center and service 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: 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	jmorro5	05/24/2013 10:04:40 AM
Division Approval	jmorro5	05/24/2013 10:04:44 AM
Department Approval	ecreceli	06/03/2013 10:51:25 AM
Contract Manager Approval	ihyman	06/03/2013 13:48:41 PM
Budget Analyst Approval	eobrien	06/05/2013 14:58:15 PM
BOE Agenda Approval	nhovden	06/13/2013 12:51:53 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **13255** Amendment Number: **1**

Agency Name: **DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **Camelot Care Centers Inc**

Agency Code: **409** Contractor Name: **Camelot Care Centers Inc**

Appropriation Unit: **3229-13** Address: **5301 East State St. Ste 208**

Is budget authority available?: **Yes** City/State/Zip: **Rockford, IL 61108**

If "No" please explain: **Not Applicable** Contact/Phone: **null815-484-9180**

Vendor No.: **T27021905A**

NV Business ID: **out of state**

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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.

<b>X</b>	General Funds	<b>62.50 %</b>	Fees	0.00 %
<b>X</b>	Federal Funds	<b>37.50 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

## 2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2012**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **08/31/2013**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Therapeutic Care**

## 5. Purpose of contract:

**This is the first amendment to the original contract, which provides new therapeutic care for one child living outside the state of Nevada within the court ordered placement at negotiated rates within the facility providing the therapeutic care for these youth. The division has the legal responsibility to provide services to children within our custody with emotional and behavioral problems with a safe environment with a permanency plan for adoption. This child was placed in Illinois pursuant to a court order for permanency planning through adoption as relatives live close by. This child is anticipated to finish high school during FY14.**

## 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$41,748.70
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$41,748.70
4. New maximum contract amount:	\$83,497.40
and/or the termination date of the original contract has changed to:	08/31/2014

**II. JUSTIFICATION**

## 7. What conditions require that this work be done?

The Department of Health and Human Services, Division of Child and Family Services has the legal responsibility to provide services to children within our custody with emotional and behavioral problems a safe environment with a permanency plan for adoption.

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

These children were placed in Illinois, pursuant to a court order for permanency planning through adoption as relatives live close by.

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?

These children were placed in Illinois, pursuant to a court order.

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:

Currently with the Department of Health and Human Services, Division of Child and Family Services. Service 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 as a:

Foreign Corporation

**All services are provide in Illinois.**

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?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**All services are provided in Illinois.**

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.

**All services are provided in Illinois.**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	05/22/2013 11:01:20 AM
Division Approval	dkluever	05/23/2013 16:28:22 PM
Department Approval	ecreceli	05/24/2013 11:29:16 AM
Contract Manager Approval	ihyman	05/24/2013 13:08:15 PM
Budget Analyst Approval	eobrien	05/30/2013 10:07:41 AM
BOE Agenda Approval	nhovden	06/13/2013 12:47:13 PM



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14374**

Agency Name: **DIVISION OF CHILD AND FAMILY SERVICES**  
 Agency Code: **409**  
 Appropriation Unit: **3259-04**  
 Is budget authority available?: **No**  
 If "No" please explain: (Budget Authority Available is \$24,000 available to cover the first 6 months at the new negotiated rate.) Pursuant to RFP#3035; State Purchasing solicited multiple vendors and Reno Psychiatric Associates was the only vendor to propose on this RFP. The vendor has requested a substantial rate increase from the previous contract. WORK PROGRAM #: C26675 will be submitted to support a future amendment to this contract to continue services past December 31, 2013.

Legal Entity Name: **Reno Psychiatric Associates**  
 Contractor Name: **Reno Psychiatric Associates**  
 Address: **80 Continental Dr Ste 200**  
 City/State/Zip: **Reno, NV 89509**  
 Contact/Phone: **Beverly Wyatt 775-329-4284**

Vendor No.: T29002723  
 NV Business ID: nv20041001181

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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

Agency Reference #: 3035

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2016**

Contract term: **3 years**

4. Type of contract: **Contract**

Contract description: **psychiatric services**

5. Purpose of contract:

**This is a new contract that continues ongoing psychiatric services for youth at Nevada Youth Training Center.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

Payment for services will be made at the rate of \$350.00 per hour (6 hours minimum per month)

Other basis for payment: travel at \$180.00 per hour (9 hours maximum per month)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Some youth at Nevada Youth Training Center have psychiatric needs that must be addressed by a licensed professional.**

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

Nevada Youth Training Center does not have a psychiatrist on staff.

- 9. Were quotes or proposals solicited? Yes
- Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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


This was the only vendor who responded who met the requirements of the RFP.

d. Last bid date: 02/01/2013 Anticipated re-bid date: 02/01/2017

- 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 is currently under contract with the Division of Child and Family Services and service 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:  
 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	dkluever	05/03/2013 14:18:31 PM
Division Approval	dkluever	05/03/2013 14:18:34 PM
Department Approval	ecreceli	05/06/2013 14:33:50 PM
Contract Manager Approval	ihyman	05/29/2013 12:38:23 PM
Budget Analyst Approval	eobrien	05/30/2013 13:30:49 PM
BOE Agenda Approval	nhovden	06/13/2013 12:39:42 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: **14487**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: West Coast Imaging Service & Supplies, Inc.
Agency Code: <b>440</b>	Contractor Name: <b>West Coast Imaging Service &amp; Supplies, Inc.</b>
Appropriation Unit: <b>3706-04</b>	Address: <b>3120 Railroad Ave.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Redding, CA 96001</b>
If "No" please explain: Not Applicable	Contact/Phone: Cassie Canavan 530/242-6600
	Vendor No.: PUR0005132
	NV Business ID: NV20061475494

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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.

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **X-Ray Maintenance**

5. Purpose of contract:

**This is a new contract that continues ongoing regularly scheduled preventative maintenance and cleaning of medical and dental x-ray equipment and processors.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$135,494.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

For the preservation of State equipment and for the health and safety of NDOC staff and inmates.

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 qualified personnel and/or the equipment necessary to perform these services. 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?

It was determined by the RFP Evaluation Committee that West Coast Imaging Service & Supplies, Inc. was best able to meet the needs of the Department statewide.

d. Last bid date: 03/29/2013 Anticipated re-bid date: 03/29/2017

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:

FY02 to current; 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?

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	dmartine	06/03/2013 10:40:11 AM
Division Approval	dmartine	06/03/2013 10:40:17 AM
Department Approval	bfarris	06/03/2013 14:53:53 PM
Contract Manager Approval	jhardy	06/03/2013 15:25:21 PM
Budget Analyst Approval	cmurph3	06/05/2013 15:40:57 PM
BOE Agenda Approval	sbrown	06/06/2013 16:45:10 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: **14443**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: <b>Carrier Corporation</b>
Agency Code: <b>440</b>	Contractor Name: <b>Carrier Corporation</b>
Appropriation Unit: <b>3725-09</b>	Address: <b>4444 West Russell Road, Ste. E</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89118</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Steve Robledo 702/368-4338</b>
	Vendor No.: <b>PUR0002775</b>
	NV Business ID: <b>NV19791006562</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2017</b>

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

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

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Chiller Maintenance**

5. Purpose of contract:

**This is a new contract that continues ongoing annual preventative maintenance inspections on the chiller at Three Lakes Valley Conservation Camp.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,920.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**For the health and safety of staff and inmates.**

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 expertise and/or equipment for this service. No other State agency offers these services.**

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

**Carrier Corporation was the only respondent to Solicitation #201220. Over 83 vendors were sent the Solicitation.**

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	dbretche	05/08/2013 09:09:54 AM
Division Approval	dmartine	05/09/2013 10:58:08 AM
Department Approval	bfarris	05/10/2013 07:58:12 AM
Contract Manager Approval	jhardy	05/17/2013 08:47:46 AM
Budget Analyst Approval	cmurph3	05/22/2013 14:42:23 PM
BOE Agenda Approval	sbrown	05/31/2013 15:15:37 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: **14351**

Agency Name: <b>DEPARTMENT OF AGRICULTURE</b>	Legal Entity Name: Mesa Energy Systems
Agency Code: <b>550</b>	Contractor Name: <b>EMCOR Services</b>
Appropriation Unit: <b>4554-04</b>	Address: <b>2 Cromwell</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Irvine, CA 92618-2011</b>
If "No" please explain: Not Applicable	Contact/Phone: null949-460-8800
	Vendor No.: T27027115
	NV Business ID: NV20071267110
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **05/31/2015**

Contract term: **1 year and 334 days**

4. Type of contract: **Contract**

Contract description: **New Contract**

5. Purpose of contract:

**This is a new contract to provide ongoing preventative maintenance service for the HVAC system for both department buildings in Sparks Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,128.00**

Payment for services will be made at the rate of \$2,266.00 per Quarter

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The HVAC system requires periodic service for continued performance and the preventative maintenance provides for longer lasting operation of the equipment.

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

The staff at the Department of Agriculture does not have the expertise to maintain specialized equipment.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

The vendor provided the requested service at the lowest price.

d. Last bid date: Anticipated re-bid date: 04/29/2013

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:

Agencies 082 and 800

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:

Mesa Energy Systems dba EMCOR Services in Nevada

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	jmccuin	06/12/2013 09:27:58 AM
Division Approval	jmccuin	06/12/2013 09:28:03 AM
Department Approval	jmccuin	06/12/2013 09:28:06 AM
Contract Manager Approval	mwhitney	06/12/2013 10:19:34 AM
Budget Analyst Approval	sbarkdul	06/17/2013 07:38:31 AM
BOE Agenda Approval	cwatson	06/17/2013 09:32:42 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: **14516**

Agency Name: <b>COLORADO RIVER COMMISSION</b>	Legal Entity Name: <b>PIERCY BOWLER TAYLOR &amp; KERN</b>
Agency Code: <b>690</b>	Contractor Name: <b>PIERCY BOWLER TAYLOR &amp; KERN</b>
Appropriation Unit: <b>4490-04</b>	Address: <b>6100 ELTON AVE STE 1000</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89107-0123</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Richard Bowler 702/384-1120</b>
	Vendor No.: <b>T80946367</b>
	NV Business ID: <b>NV19901043687</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Power and water sales revenues</b>

Agency Reference #: **RFP # 3048**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/11/2013**

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 354 days**

4. Type of contract: **Contract**

Contract description: **Piercy Bowler**

5. Purpose of contract:

**This is a new contract to provide continuing annual professional auditing services of the financial records of the Commission and provide an audit opinion on the Comprehensive Annual Financial Report (CAFR) of the Commission in conformance with Governmental Auditing Standards; to provide an annual audit of the Silver State Energy Association (SSEA); and to provide an annual review of the Commission's internal controls as requested by the Nevada State Controller.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$261,280.00**

Other basis for payment: Based on contractor's hourly rate schedule.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Bond covenants require an annual external audit and publication of an annual Comprehensive Annual Financial Report (CAFR), the internal control review is required by the State Controller.

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

Independent annual audit must be accomplished by outside independent accounting firm.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3048, and in accordance with NRS333, the selected vendor was the highest scoring proposer as determined by an independently appointed committee.

d. Last bid date: 03/20/2013 Anticipated re-bid date: 03/20/2017

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:

Current vendor for the Colorado River Commission and the services 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	dbeatty	05/21/2013 09:32:42 AM
Division Approval	dbeatty	05/21/2013 09:32:45 AM
Department Approval	dbeatty	05/21/2013 09:32:48 AM
Contract Manager Approval	dbeatty	06/03/2013 08:34:13 AM
Budget Analyst Approval	jborrowm	06/17/2013 15:02:52 PM
BOE Agenda Approval	jborrowm	06/17/2013 15:02:57 PM
BOE Final Approval	Pending	



### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14490**

Agency Name: **WILDLIFE**  
 Agency Code: **702**  
 Appropriation Unit: **1511-91**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **DEPARTMENT OF INTERIORS**  
 Contractor Name: **DEPARTMENT OF INTERIORS**  
 Address: **BUREAU OF LAND MANAGEMENT  
 1340 FINANCIAL BLVD  
 RENO, NV 89502-7147**  
 City/State/Zip: **RENO, NV 89502-7147**  
 Contact/Phone: null775/861-6500  
 Vendor No.: T80964941  
 NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b> Other funding	<b>100.00 % Q-1 bond funding</b>

Agency Reference #: 13-52

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

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

Contract description: **Land survey Steptoe**

5. Purpose of contract:

**This is a new interlocal agreement to provide a land survey required for the transfer of 6,281 acres of land from White Pine County to the State of Nevada under the terms of the White Pine County Lands Bill. The land will become part of the Steptoe Valley Wildlife Management Area (SVWMA). The habitats of SVWMA support an abundance of fish and wildlife that contribute significantly to the biological diversity of eastern Nevada. The planned land acquisition will approximately double the size of the SVWMA, creating a much larger protected habitat for fish and wildlife.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00**

Other basis for payment: Prior to the start of the survey and associated work.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Steptoe Valley Wildlife Management Area is located immediately south of Ely, along U.S. Highway 93/50 in White Pine County. The land cannot be transferred without established boundary lines.

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

The work must be done by a qualified Practical Land Surveyor. Neither NDOW nor State Lands have any employees doing such work.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Interlocal agreement - BLM is a federal government agency. The White Pine County land transfer bill specifies that BLM will do the survey.

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:

Various wildlife conservation related contracts (e.g., juniper removal and vegetation survey) for the Nevada Department of Wildlife over many years. Work has always 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

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	05/16/2013 15:45:49 PM
Division Approval	mkrumena	05/16/2013 15:45:52 PM
Department Approval	mkrumena	05/16/2013 15:45:55 PM
Contract Manager Approval	mkrumena	05/16/2013 15:45:58 PM
Budget Analyst Approval	sbarkdul	06/11/2013 10:55:32 AM
BOE Agenda Approval	cwatson	06/14/2013 12:30:54 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>13059</b>	Amendment Number: <b>1</b>
Agency Name: <b>WILDLIFE</b>	Legal Entity Name: <b>Nevada Division of Forestry</b>
Agency Code: <b>702</b>	Contractor Name: <b>Nevada Division of Forestry</b>
Appropriation Unit: <b>4467-14</b>	Address: <b>2478 Fairview Dr.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-684-2531</b>
	Vendor No.: <b>D00000035</b>
	NV Business ID: <b>N/A</b>

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 %	<input checked="" type="checkbox"/>	Fees	<b>51.00 %</b>	<b>Habitat Conservation Fees</b>
<input checked="" type="checkbox"/> Federal Funds	<b>22.00 %</b>		Bonds	0.00 %	
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>27.00 %</b>	<b>Heritage and Donations</b>

Agency Reference #: 12-25

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 07/2013

Retroactive? **Yes**

If "Yes", please explain

**Emergency water haul to provide water for bighorn sheep, part of the funding for which is included in the \$100,000 requested increase via this amendment.**

3. Previously Approved Termination Date: **03/12/2014**

Contract term: **2 years and 364 days**

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

Contract description: **NDOW-NDF Master**

5. Purpose of contract:

**This is the first amendment to the original interlocal agreement, which provides conservation services (including habitat restoration and improvement) for the department by the Nevada Division of Forestry as agreed upon on a project basis in order to preserve or improve wildlife habitat in the State of Nevada. Continuing services include removal of invasive trees, fence repairs, seeding, wetland restoration and controlled burns. Services also include an emergency airlift of water to two water developments on Bare Mountain (estimated cost \$35,000). These water units are located in an area where very little precipitation has fallen this past year. A large number of bighorn sheep have become dependent on these water developments. This amendment extends the termination date from March 12, 2014 to March 12, 2015, and increases the maximum amount from \$60,000 to \$160,000 due to the emergency water haul and the ongoing need for conservation projects.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$60,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$100,000.00
4. New maximum contract amount:	\$160,000.00
and/or the termination date of the original contract has changed to:	03/12/2015

#### 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.

Emergency water haul: To preserve bighorn sheep in an area that has had very little precipitation this year.

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

NDF is a State agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

NDF has always provided quality work for NDOW in a timely manner. They have done contract work for NDOW in the past, doing an excellent job of controlling weeds and building fences at Kirch WMA, Steptoe Valley WMA, and the Lockes Ranch.

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	05/31/2013 13:25:09 PM
Division Approval	mkrumena	05/31/2013 13:25:11 PM

Department Approval	mkrumena	05/31/2013 13:25:14 PM
Contract Manager Approval	mkrumena	05/31/2013 13:25:16 PM
Budget Analyst Approval	sbarkdul	06/11/2013 09:48:25 AM
BOE Agenda Approval	cwatson	06/14/2013 12:27:02 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: **14530**

Agency Name: <b>DIVISION OF WATER RESOURCES</b>	Legal Entity Name: U.S. Geological Survey
Agency Code: <b>705</b>	Contractor Name: <b>U.S. Geological Survey</b>
Appropriation Unit: <b>4157-10</b>	Address: <b>2730 Deer Run Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: Not Applicable	Contact/Phone: Marsha Gipson 775-887-7600
	Vendor No.: T80838030
	NV Business ID: N/A
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 08/2013

Retroactive? **Yes**

If "Yes", please explain

**Documents necessary for the processing of the Joint Funding Agreement were received from Newmont Mining Corporation May 22, 2013.**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

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

Contract description: **Maggie Cr. JFA**

5. Purpose of contract:

**This is a new cooperative agreement to support the ongoing operations and maintenance of a streamflow gaging station on Maggie Creek and a crest stage gate on Simon Creek. Discharge data is collected, reviewed and made available, upon request, through an annual publication: "Water-Resources Data - Nevada."**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$55,700.00**

Payment for services will be made at the rate of \$6,962.50 per fiscal quarter

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a program monitoring streamflow discharge for Maggie and Simon Creeks for possible impact from activities of major water users in the area.

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

The U. S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

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 Division of Water Resources has executed many agreements with the U.S. Geological Survey that have resulted in products widely used by governmental agencies and the public. The results 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 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	abrook1	05/30/2013 06:58:25 AM
Division Approval	abrook1	05/30/2013 06:58:29 AM
Department Approval	abrook1	05/30/2013 06:58:33 AM
Contract Manager Approval	bkordono	05/30/2013 08:49:45 AM
Budget Analyst Approval	jrodrig9	06/06/2013 10:45:18 AM
BOE Agenda Approval	cwatson	06/14/2013 10:52:32 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 CONTRACT**1. Contract Number: **14485**

Agency Name: <b>DIVISION OF WATER RESOURCES</b>	Legal Entity Name: U.S. Geological Survey
Agency Code: <b>705</b>	Contractor Name: <b>U.S. Geological Survey</b>
Appropriation Unit: <b>4171-15</b>	Address: <b>2730 Deer Run Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: Not Applicable	Contact/Phone: Marsha Gipson 775-887-7600
	Vendor No.: T80838030
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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	<b>57.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>43.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**The agency did not receive the signed agreement back from the U.S. Geological Service in time to meet the June 2013 BOE agency submittal deadline.**3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Cooperative Agreement**Contract description: **South Fork JFA**

5. Purpose of contract:

**This is a new cooperative agreement to provide a monitoring program for the South Fork of the Humboldt River consisting of two streamflow gages and data collection platforms.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,740.00**

Payment for services will be made at the rate of \$5,400.00 per quarter for 2 years

Other basis for payment: (\$43,200 State/\$32,500 USGS)

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The State Engineer requires the information provided by this program to fulfill the responsibility of protecting existing downstream water rights.

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

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**



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

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the USGS under NRS 532.170.

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 Division has executed many agreements with the U.S. Geological Survey that have resulted in products widely used by governmental agencies and the public. The results 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 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	bkordono	05/15/2013 10:55:18 AM
Division Approval	bkordono	05/15/2013 10:55:25 AM
Department Approval	abrook1	05/17/2013 08:30:46 AM
Contract Manager Approval	bkordono	05/17/2013 09:01:49 AM
Budget Analyst Approval	jrodrig9	05/22/2013 15:07:02 PM
BOE Agenda Approval	cwatson	06/14/2013 10:57:46 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14493**

Agency Name: <b>DIVISION OF WATER RESOURCES</b>	Legal Entity Name: U.S. Geological Survey
Agency Code: <b>705</b>	Contractor Name: <b>U.S. Geological Survey</b>
Appropriation Unit: <b>4171-12</b>	Address: <b>2730 Deer Run Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: Not Applicable	Contact/Phone: Marsha Gipson 775-887-7600
	Vendor No.: T80838030
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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	<b>57.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>43.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**The Joint Funding Agreement was not received by the agency until May 6, 2013 and was too late to meet the deadlines to make the June 2013 BOE agenda.**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

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

Contract description: **Base Hydrology JFA**

5. Purpose of contract:

**This is a new cooperative agreement for the operation and maintenance of a streamflow gaging network; groundwater level data collection; data entry and review; and publication of the data to the internet as an annual publication.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$713,462.00**  
Payment for services will be made at the rate of \$50,868.00 per quarter for 2 years

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a program monitoring streamflows and groundwater levels used to assist the State Engineer in the management of the water resources of Nevada.

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

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The U. S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

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 Division has executed many agreements with the U.S. Geological Survey that have resulted in products widely used by governmental agencies and the public. The results 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 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	bkordono	05/16/2013 11:38:59 AM
Division Approval	bkordono	05/16/2013 11:39:02 AM
Department Approval	abrook1	05/17/2013 08:36:51 AM
Contract Manager Approval	bkordono	05/17/2013 09:02:11 AM
Budget Analyst Approval	jrodrig9	05/22/2013 15:33:33 PM
BOE Agenda Approval	cwatson	06/14/2013 10:54:32 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 CONTRACT**1. Contract Number: **14514**

Agency Name: <b>FORESTRY DIVISION</b>	Legal Entity Name: Timken Alcor Aerospace Technologies dba Timken Overhaul Services
Agency Code: <b>706</b>	Contractor Name: <b>Timken Alcor Aerospace Technologies dba Timken Overhaul Services</b>
Appropriation Unit: <b>4196-10</b>	Address: <b>3110 N. Oakland Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Mesa, AZ 85215</b>
If "No" please explain: Not Applicable	Contact/Phone: John Wentworth 480-606-3015
	Vendor No.: T32002270
	NV Business ID: NV20131249328

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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 %	<b>X Other funding</b>	<b>100.00 % Fire Reimbursement Funds</b>

Agency Reference #: NDF13-016

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/10/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **3 years and 356 days**4. Type of contract: **Contract**Contract description: **Helicopter Eng Rpr**

5. Purpose of contract:

**This is a new contract to provide ongoing helicopter engine repair services for the division. The division operates three (3) UH-1H surplus military helicopters for state wild-land fire protection. According to federal classification guidelines, these aircraft are considered emergency equipment for the protection of life and property. The Federal Aviation Administration requires that all emergency aircraft/equipment be under a recurring maintenance program to insure air worthiness.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

Other basis for payment: Hourly Labor Rate: Regular Business Hours - \$97.00; After Hours - \$97.00; Weekends and Holidays - \$110.00; and Emergency Repairs - \$110.00. Repair Parts - Percentage off of cost: List - 20% New OEM Parts; List - 45% Overhaul Parts; List - 50% New Timken Parts. Quoted costs to deliver at time of delivery, no additional mark-up will be made. Payments will be made per individual approved invoices.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Nevada Division of Forestry (NDF) operates three (3) UH-1H surplus military helicopters for state wildland fire protection. The FAA requires that all aircraft be under a maintenance program to insure air worthiness. Under this requirement and working with the manufacturer, an engine overhaul schedule has been established to repair or replace major components prior to failure. This contract will provide quicker turnaround on repairs associated with its Honeywell/Lycoming T53 Series helicopter engines, resulting in a higher percentage of aircraft available throughout the fire season.

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

NDF employees do not have the expertise and/or training to perform the type of repair work required under this contract.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP#2036, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 10/04/2012 Anticipated re-bid date: 01/15/2017

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 **Non-Title 7 Business**

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	gleiss	06/05/2013 07:34:50 AM
Division Approval	dprather	06/05/2013 07:36:04 AM
Department Approval	dprather	06/05/2013 07:36:07 AM
Contract Manager Approval	ldunn	06/05/2013 07:42:02 AM
Budget Analyst Approval	jrodrig9	06/07/2013 12:17:52 PM
BOE Agenda Approval	cwatson	06/14/2013 12:35:51 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: **14566**

Agency Name: <b>FORESTRY DIVISION</b>	Legal Entity Name: Central Lyon County Fire Protection District
Agency Code: <b>706</b>	Contractor Name: <b>Central Lyon County Fire Protection District</b>
Appropriation Unit: <b>All Budget Accounts - Category 00</b>	Address: <b>231 Corral Drive</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Dayton, NV 89703</b>
If "No" please explain: Not Applicable	Contact/Phone: null775-246-6209
	Vendor No.:
	NV Business ID: NA

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X Other funding</b>	<b>100.00 % County Fire Protection District Funds</b>

Agency Reference #: NDF13-019

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**Nevada Division of Forestry and Central Lyon County Fire Protection District have been in negotiation for participation in the Wildland Fire Protection Program for several months. However, review of the agreement by legal counsel of both parties delayed the submission, resulting in a retroactive request. It is of critical importance that the Division implements this revenue contract in order to procure resources that will provide protection of life and property to the citizens of Nevada.**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

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

Contract description: **Wildland Fire Protec**

5. Purpose of contract:

**This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, under which the Nevada Division of Forestry and Central Lyon County Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$3,125.00 per quarter

Other basis for payment: Payable in advance on the first of each quarter starting July 1 of each state fiscal year.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Division of Forestry and the Central Lyon County Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.

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

This is a revenue contract to the Division of Forestry. State employees will be utilized to perform work for which the county fire protection district will make payment to the division.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **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?

Yes If "Yes", please explain

Central Lyon County Fire Protection District is a political subdivision of the State of Nevada.

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	gleiss	06/04/2013 08:22:38 AM
Division Approval	dprather	06/04/2013 08:28:55 AM
Department Approval	dprather	06/04/2013 08:28:59 AM
Contract Manager Approval	ldunn	06/04/2013 11:29:07 AM
Budget Analyst Approval	jrodrig9	06/10/2013 10:39:52 AM
BOE Agenda Approval	cwatson	06/14/2013 12:32:01 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14587**

Agency Name: <b>FORESTRY DIVISION</b>	Legal Entity Name: <b>East Fork Fire and Paramedic Districts</b>
Agency Code: <b>706</b>	Contractor Name: <b>East Fork Fire and Paramedic Districts</b>
Appropriation Unit: <b>All Budget Accounts - Category 00</b>	Address: <b>PO Box 218</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Minden, NV 89423</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-782-9048</b>
	Vendor No.:
	NV Business ID: <b>NA</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Fire and Paramedic District Funds</b>

Agency Reference #: **NDF13-021**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date **07/2013**

Retroactive? **Yes**

If "Yes", please explain

**The Division of Forestry and East Fork Fire & Paramedic Districts have been in negotiation for participation in the Wildland Fire Protection Program for several months. However, review of the agreement by legal counsel of both parties delayed the submission of the contract resulting in a retroactive request. It is of critical importance that this contract be implemented in order to procure resources that will provide protection of life and property to the citizens of Nevada.**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

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

Contract description: **Wildland Fire Protec**

5. Purpose of contract:

**This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, under which the Nevada Division of Forestry and East Fork Fire and Paramedic Districts will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$180,000.00**

Payment for services will be made at the rate of \$22,500.00 per quarter

Other basis for payment: Payable in advance on the first of each quarter starting July 1 of each state fiscal year.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Nevada Division of Forestry and East Fork Fire & Paramedic Districts will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.**

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



This is a revenue contract to the Division of Forestry. State employees will be utilized to perform work for which East Fork Fire & Paramedic Districts will make payment to the division.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **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?

Yes If "Yes", please explain

East Fork Fire and Paramedic Districts is a political subdivision of the State of Nevada.

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	gleiss	06/06/2013 16:06:19 PM
Division Approval	dprather	06/06/2013 16:06:33 PM
Department Approval	dprather	06/06/2013 16:06:38 PM
Contract Manager Approval	pmisch	06/07/2013 16:37:56 PM
Budget Analyst Approval	jrodrig9	06/12/2013 18:43:44 PM
BOE Agenda Approval	cwatson	06/14/2013 12:32:36 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: **14528**

Agency Name: <b>FORESTRY DIVISION</b>	Legal Entity Name: <b>Mason Valley Fire Protection District</b>
Agency Code: <b>706</b>	Contractor Name: <b>Mason Valley Fire Protection District</b>
Appropriation Unit: <b>All Budget Accounts - Category 00</b>	Address: <b>118 South Main Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Yerington, NV 89447</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-463-2261</b>
	Vendor No.:
	NV Business ID: <b>NA</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

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

Agency Reference #: **NDF13-018**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date **07/2013**

Retroactive? **Yes**

If "Yes", please explain

**Nevada Division of Forestry and Mason Valley Fire Protection District have been in negotiation for participation in the Wildland Fire Protection Program for several months. However, review of the agreement by legal counsel of both parties delayed the submission of the contract resulting in a retroactive request. It is of critical importance that the Division implements this revenue contract in order to procure resources that will provide protection of life and property to the citizens of Nevada.**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

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

Contract description: **Wildland Fire Protec**

5. Purpose of contract:

**This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, under which the Nevada Division of Forestry and Mason Valley Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$1,875.00 per quarter

Other basis for payment: Payable in advance on the first of each quarter starting July 1 of each state fiscal year.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Nevada Division of Forestry and the Mason Valley Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.**

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

This is a revenue contract to the Division of Forestry. State employees will be utilized to perform work for which the fire protection district will make payment to the division.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **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?

**Yes** If "Yes", please explain

Mason Valley Fire Protection District is a political subdivision of the State of Nevada.

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	gleiss	05/30/2013 12:25:16 PM
Division Approval	dprather	06/03/2013 15:11:19 PM
Department Approval	dprather	06/03/2013 15:11:23 PM
Contract Manager Approval	ldunn	06/04/2013 11:46:31 AM
Budget Analyst Approval	jrodrig9	06/07/2013 15:52:19 PM
BOE Agenda Approval	cwatson	06/14/2013 12:34:16 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14586**Agency Name: **FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **All Budget Accounts - Category 00**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Tahoe Douglas Fire Protection District**Contractor Name: **Tahoe Douglas Fire Protection District**Address: **PO Box 919**City/State/Zip: **Zephyr Cove, NV 89448**Contact/Phone: **null775-588-3591**

Vendor No.:

NV Business ID: **NA**To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Fire Protection District Funds</b>

Agency Reference #: **NDF13-020**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**Anticipated BOE meeting date **07/2013**Retroactive? **Yes**

If "Yes", please explain

**The Division of Forestry and Tahoe Douglas Fire Protection District have been in negotiation for participation in the Wildland Fire Protection Program for several months. However, review of the agreement by legal counsel of both parties delayed the submission of the contract resulting in a retroactive request. It is of critical importance that the Division implements this revenue contract in order to procure resources that will provide protection of life & property to the citizens of Nevada.**

3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Wildland Fire Protec**

5. Purpose of contract:

**This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, under which the Nevada Division of Forestry and Tahoe Douglas Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$120,000.00**

Payment for services will be made at the rate of \$15,000.00 per quarter

Other basis for payment: Payable in advance on the first of each quarter starting July 1 of each state fiscal year.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Nevada Division of Forestry and the Tahoe Douglas Fire Protection District will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.**

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

This is a revenue contract to the Division of Forestry. State employees will be utilized to perform work for which the fire protection district will make payment to the division.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **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?

Yes If "Yes", please explain

Tahoe Douglas Fire Protection District is a political subdivision of the State of Nevada.

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	gleiss	06/06/2013 16:08:56 PM
Division Approval	dprather	06/06/2013 16:09:29 PM
Department Approval	dprather	06/06/2013 16:09:33 PM
Contract Manager Approval	pmisch	06/07/2013 16:37:06 PM
Budget Analyst Approval	jrodrig9	06/12/2013 18:42:53 PM
BOE Agenda Approval	cwatson	06/14/2013 12:33:35 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: **13326** Amendment Number: **1**  
 Agency Name: **ENVIRONMENTAL PROTECTION** Legal Entity Name: **FARR WEST ENGINEERING**  
 Agency Code: **709** Contractor Name: **FARR WEST ENGINEERING**  
 Appropriation Unit: **3186-10** Address: **5442 LONGLEY LN STE B**  
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511-3297**  
 If "No" please explain: Not Applicable Contact/Phone: **Brent Farr 775/851-4788**  
 Vendor No.: **T81102795**  
 NV Business ID: **NV20011242988**

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

Agency Reference #: **DEP 12-044**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/08/2012**

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **2 years and 237 days**

4. Type of contract: **Contract**

Contract description: **Groundwater Study**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides groundwater quality assesment in Nevada for the Source Water Protection Program within the Bureau of Water Pollution Control. This amendment extends the termination date from June 30, 2014 to December 31, 2014 and increases the maximum amount from \$200,000 to \$250,000 due to an addition to the scope of work to include devleopment of an automated GIS user interface.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$200,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$250,000.00
and/or the termination date of the original contract has changed to:	12/31/2014

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Groundwater must be assessed for contaminants and will help better implement groundwater protection activities in the State.

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 to provide this service.

9. Were quotes or proposals solicited? Yes

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Contractor was the highest scored in technical merits and cost factors combined.

d. Last bid date: 02/17/2012 Anticipated re-bid date: 02/17/2014

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:

2001 - Division of Environmental Protection, Bureau of Safe Drinking Water. Quality of service provided 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: 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	randrews	06/03/2013 09:50:01 AM
Division Approval	sneudaue	06/03/2013 12:11:03 PM
Department Approval	sneudaue	06/03/2013 12:11:06 PM
Contract Manager Approval	tbouas	06/03/2013 12:13:31 PM
DoIT Approval	lmuelle1	06/11/2013 08:28:02 AM
Budget Analyst Approval	jrodrig9	06/12/2013 16:34:30 PM
BOE Agenda Approval	cwatson	06/14/2013 12:20:55 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: **14550**Agency Name: **INSURANCE DIVISION**Agency Code: **741**Appropriation Unit: **3813-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MASSMEDIA LLC**Contractor Name: **MASSMEDIA LLC**Address: **2863 SAINT ROSE PARKWAY**City/State/Zip: **HENDERSON, NV 89052-4806**Contact/Phone: **Georgeann Pizzi 702/433-4331**Vendor No.: **T29017044**NV Business ID: **NV20001059210**To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b>	Fees	<b>28.00 % Fees From Insurance</b>
<b>X</b> Federal Funds	<b>52.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>20.00 % Title Settlement Funds</b>

Agency Reference #: **RFP# 2047**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2013**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Contract**Contract description: **Integrated Marketing**

5. Purpose of contract:

**This is a new contract to provide an education and outreach program for the Nevada Division of Insurance. The program will educate Nevadans about their rights as purchasers of insurance, how the Affordable Care Act will affect health insurance rates, the insurance they buy, as well as all of the new obligations for employers within the law. This contract also seeks to develop a title insurance rate comparison tool and to educate consumers about title insurance.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$766,000.00**

Other basis for payment: In accordance with the fees delineated in the Contractor's Revised Cost Proposal, dated 5/30/13.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The mission of the Nevada Division of Insurance is to protect the rights of Nevada consumers in their experiences with the insurance industry. Protection through education is a key component of the Divisions strategy to protect the rights of Nevadans. For this reason, the Division wants to develop and implement an integrated marketing communications plan which will educate all Nevadans who purchase insurance on the following three topics: 1) basic principles of insurance, 2) the Affordable Care Act, and 3) title insurance.

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

The state has neither the expertise nor the resources to perform these services.

9. Were quotes or proposals solicited? **Yes**



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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #2047, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

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

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:

Welfare (April 2008 - June 2009)  
State Contractors Board (2004-2007, 2011-2012)  
Headstart (April 2011-February 2012)  
DETR (October 2012-March 2013)  
Nevada Job Connect (2003-2004)  
Healthsight (March 2011-July 2011)

No indications of unsatisfactory performance were found.

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	ddennis	05/31/2013 10:20:16 AM
Division Approval	ddennis	05/31/2013 10:20:20 AM
Department Approval	dburn4	06/04/2013 14:55:40 PM
Contract Manager Approval	ddennis	06/06/2013 09:53:19 AM
Budget Analyst Approval	sbarkdul	06/07/2013 06:55:22 AM
BOE Agenda Approval	nhovden	06/13/2013 12:19:33 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>11225</b>	Amendment Number: <b>2</b>
Agency Name: <b>INSURANCE DIVISION</b>	Legal Entity Name: <b>EXAMINERS RESOURCE ASSOCIATES, LLC</b>
Agency Code: <b>741</b>	Contractor Name: <b>EXAMINERS RESOURCE ASSOCIATES, LLC</b>
Appropriation Unit: <b>3817-10</b>	Address: <b>5218 OSO HILLS DRIVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CORPUS CHRISTI, TX 78413</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>STEPHEN J. DELANY 361-774-7816</b>
	Vendor No.: <b>T27018866</b>
	NV Business ID: <b>NV20071009777</b>

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 %	<b>X</b>	Fees	<b>100.00 % Reimbursed by Examinee</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/13/2010**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **3 years and 353 days**

4. Type of contract: **Contract**

Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

**This is the second amendment to the original contract, which provides for examinations of insurance companies. This amendment increases the maximum amount from \$1,800,000 to \$2,400,000 due to an increased volume of examinations.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,200,000.00
2. Total amount of any previous contract amendments:	\$600,000.00
3. Amount of current contract amendment:	\$600,000.00
4. New maximum contract amount:	\$2,400,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Title 57 of the Nevada Revised Statutes (NRS) specifically Chapter 679B.230 to 679B.300 empowering the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

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

In the Insurance Division, only the Assistant Chief Examiner is certified as a Chief Financial Examiner (CFE). That position manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

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

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

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

Not Applicable

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

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

All qualified contractors are chosen to perform these services.

d. Last bid date: 01/15/2002 Anticipated re-bid date: 01/15/2014

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:

A previous contract amendment with the Division of Insurance is to end 6/30/14; service provided 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: 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	ddennis	05/28/2013 08:25:47 AM
Division Approval	ddennis	05/28/2013 08:25:53 AM
Department Approval	dburn4	05/28/2013 14:15:35 PM
Contract Manager Approval	ddennis	05/29/2013 09:05:54 AM
Budget Analyst Approval	sbarkdul	06/07/2013 07:08:58 AM
BOE Agenda Approval	nhovden	06/13/2013 11:56:44 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14572**

Agency Name: <b>TAXICAB AUTHORITY</b>	Legal Entity Name: The Law Offices of Olson, Cannon, Gormley, Angulo & Stoberski
Agency Code: <b>750</b>	Contractor Name: <b>The Law Offices of Olson, Cannon, Gormley, Angulo &amp; Stoberski</b>
Appropriation Unit: <b>4130-04</b>	Address: <b>9950 West Cheyenne Avenue</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89129</b>
If "No" please explain: Not Applicable	Contact/Phone: Sunny Bailey 702/384-4012
	Vendor No.: T29032539
	NV Business ID: NV19791008395

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

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2014**

Contract term: **364 days**

4. Type of contract: **Other (include description): Hearing Officer**

Contract description: **Hearing Officer**

5. Purpose of contract:

**This is a new contract for an Administrative Hearing Officer. The previous contracted Hearing Officer resigned 2/20/2013. The hearing officer will preside over Nevada Taxicab Authority internal Administrative Court to adjudicate cases involving regulatory violations committed by privilege licensees and holders of Certificates of Public Convenience and Necessity.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,400.00**

Payment for services will be made at the rate of \$800.00 per hearing

Other basis for payment: and \$100 per hour for impound hearings

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada Taxicab Authority enforcement staff issues approximately 5,000 citations during the fiscal year. The Administrator delegates the citation adjudication function to a contractor who is a licensed Nevada attorney with transportation industry experience.

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

The Taxicab Authority staff and other State agencies do not have the level of legal expertise required to accomplish this function.

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?

Use of other private sector vendors or state agencies to adjudicate for the Taxicab Authority is not a viable option. Example: The Department of Administration hearing division almost exclusively hears workers compensation cases, and uses a stacked calendar every day of the week, which would be an extraordinary financial burden on the agency for overtime paid to officers that must appear. Currently the agency can schedule hearings on a specific day to accommodate the working shifts (Taxicab Authority operates 24/7 365) of the officers that must appear, thus keeping overtime costs as low as possible, and only Taxicab Authority actions and citations are heard. The contract Hearing Officer that is utilized by the Taxicab Authority is a licensed Nevada attorney with specialized knowledge.

d. Last bid date: 05/09/2012 Anticipated re-bid date: 06/13/2014

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?

Yes If "Yes", please explain

Currently serves as a Judge Pro Tempore for the Las Vegas Township Justice Court and the City of Las Vegas Municipal Court.

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	Ihemovic	06/07/2013 08:46:53 AM
Division Approval	Ihemovic	06/07/2013 08:46:56 AM
Department Approval	Ihemovic	06/07/2013 08:46:59 AM
Contract Manager Approval	jcaravel	06/10/2013 09:02:30 AM
Budget Analyst Approval	sbarkdul	06/10/2013 14:06:45 PM
BOE Agenda Approval	nhovden	06/13/2013 12:34:17 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14568**

Agency Name: **DEPT OF MOTOR VEHICLES**  
Agency Code: **810**  
Appropriation Unit: **6220 - All Categories**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **BOULDER CITY, CITY OF**  
Contractor Name: **BOULDER CITY, CITY OF**  
Address: **BOULDER CITY POLICE DEPT  
1005 ARIZONA ST  
BOULDER CITY, NV 89005**  
City/State/Zip: **BOULDER CITY, NV 89005**  
Contact/Phone: null702-293-9224  
Vendor No.: T40266700C  
NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b> Other funding	<b>100.00 % Motor Vehilce Fund</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**Boulder City Police Department required City Council approval that was to scheduled to meet on 5/14/13, so we requested the contract be overnighted in order to meet our already extended June BOE deadline. They were unresponsive and the documents were not recieved until 5/23/13, so we are requesting approval for retroactive contract to avoid a break in service. Please refer to attached memo.**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

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

Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new interlocal agreement for the ongoing completion of registration transactions by the Boulder City Police Department on behalf of the Department of Motor Vehicles.**

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 \$50,000.00 per fiscal year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 482.160 and NRS 182.180 (6)

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

Services are provided in areas where there are no DMV offices.

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?

Yes If "Yes", please explain

Boulder City Police Department is a governmental entity.

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:

Currently providing registration services.

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	cmunoz	06/04/2013 11:34:32 AM
Division Approval	cmunoz	06/04/2013 11:34:34 AM
Department Approval	akeillor	06/04/2013 11:42:56 AM
Contract Manager Approval	hazevedo	06/04/2013 11:57:59 AM
Budget Analyst Approval	cwatson	06/14/2013 14:01:24 PM
BOE Agenda Approval	cwatson	06/14/2013 14:01:28 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14394**

Agency Name: <b>REHABILITATION DIVISION</b>	Legal Entity Name: Northern Nevada Center for Independent Living
Agency Code: <b>901</b>	Contractor Name: <b>Northern Nevada Center for Independent Living</b>
Appropriation Unit: <b>3265-09</b>	Address: <b>999 Pyramid Way</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Sparks, NV 89431</b>
If "No" please explain: Not Applicable	Contact/Phone: Lisa Bonie 775.353.3599
	Vendor No.: T80416250
	NV Business ID: NV19821002990

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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.

<b>X</b> General Funds	<b>21.30 %</b>	Fees	0.00 %
<b>X</b> Federal Funds	<b>78.70 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP #3033

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Transition Coordinat**

5. Purpose of contract:

**This is a new contract that continues services to students that are Rehabilitation Division clients and that have been identified by the school district as eligible for services; assistance to the school district in the identification of Individuals with Disabilities Education Act students, Section 504 students and students with disabilities; presentations to the school district and students to assist identified students in accessing transition services; and coordinate follow-up services for disabled students to increase successful career outcomes for students with disabilities.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$322,946.50**

Other basis for payment: In accordance with the fee schedule outlined in Attachment BB: \$75/intake fee; job development referral \$200 minus \$75 intake fee; EMPLOYMENT SERVICES not to exceed \$3,000 per client (Referral - \$200, Job Placement Plan - \$1,400, 30-day Retention/Monitoring - \$400, 60-day Retention/Monitoring - \$300, 90-day Retention/Monitoring \$700); SUPPORTED EMPLOYMENT not to exceed \$4,700 per client (Referral - \$400, Referral Rejection - \$200, Pre-Employment Vocational Assessment - \$1,800, Placement - \$1,000, 30-day Retention/Monitoring - \$500, 60-day Retention/Monitoring - \$300, 90-day Retention Monitoring - \$700); COMMUNITY BASED ASSESSMENT not to exceed \$250 per development; DRUG TESTING - \$40 per student; JOB COACHING - \$23.50 per hour; TRANSITION MEETINGS/JOB FAIRS - \$500/all day or \$250/half day; JOB SEEKING SKILLS training - \$42.85 per hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Transition Coordinator services are needed in the Northern and Rural areas for youths with disabilities.



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

This is a specialty service that State employees don't provide.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen based on scores for certain criteria from the evaluation committee.

d. Last bid date: 02/01/2013 Anticipated re-bid date: 02/02/2015

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:  
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	05/08/2013 14:21:14 PM
Division Approval	mcol1	05/09/2013 10:07:19 AM
Department Approval	tnash	05/10/2013 11:40:40 AM
Contract Manager Approval	tnash	06/05/2013 12:09:14 PM
Budget Analyst Approval	knielsen	06/05/2013 15:27:04 PM
BOE Agenda Approval	sbrown	06/06/2013 16:47:01 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14457**

Agency Name: **REHABILITATION DIVISION**  
Agency Code: **901**  
Appropriation Unit: **3265-09**

Is budget authority available?: **No**

If "No" please explain: Final approval of this contract is pending approval of an Interim Finance Work Program.

Legal Entity Name: Washoe County School District  
Contractor Name: **Washoe County School District**  
Address: **425 East Ninth Street**  
City/State/Zip: **Reno, NV 89512**  
Contact/Phone: kwales@washoeschools.net  
775.861.4423  
Vendor No.:  
NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

Agency Reference #: 1834-17-REHAB

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

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

Contract description: **Rehabilitation Serv.**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing vocational rehabilitation services to students with disabilities who are attending any Washoe County School District high school. Staff and resources will be combined to provide vocational rehabilitation services through the Vocational Opportunities for Inclusive Career Education Program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,628,323.00**

Other basis for payment: WCSD agrees to provide the services at a cost not to exceed the amount indicated per State Fiscal Year (SFY): SFY14 - \$939,299; SFY15 - \$846,666; SFY16 - \$1,009,582 and SFY17 - \$1,013,226 and the Rehabilitation Division agrees to provide the services at a cost not to exceed the amount indicated per SFY: SFY14 - \$133,600; SFY15 - \$228,650; SFY16 - \$228,650 and SFY17 - \$228,650. WCSD will submit a list of certified expenditures, no later than the 20th of the month following the expenditures. The Division will draw Section 110 Federal Funds based on the certified expenditures as outlined in Attachment B.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Cooperation and coordination of services between the Vocational Rehabilitation and School Districts is a high priority focus by the Rehabilitation Services Administration, US Department of Education to better serve high school students with disabilities.

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

The Division does not have the staff or the funding to perform these services.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 05/01/2013 Anticipated re-bid date: 03/01/2017

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	tmyler	05/09/2013 16:19:40 PM
Division Approval	mcol1	05/09/2013 17:17:00 PM
Department Approval	tnash	05/09/2013 17:27:52 PM
Contract Manager Approval	tnash	05/17/2013 16:40:43 PM
Budget Analyst Approval	knielsen	06/10/2013 14:55:30 PM
BOE Agenda Approval	cwatson	06/14/2013 10:22:01 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14542**

Agency Name: <b>EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>NEVADAWORKS</b>
Agency Code: <b>902</b>	Contractor Name: <b>NEVADAWORKS</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>BLDG A</b>
Is budget authority available?: <b>Yes</b>	<b>6490 S MCCARRAN BLVD STE 1</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>RENO, NV 89509-6119</b>
	Contact/Phone: <b>null775/284-1338</b>
	Vendor No.: <b>T27003177</b>
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

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

Agency Reference #: **PY13-A-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**Anticipated BOE meeting date **07/2013**Retroactive? **Yes**

If "Yes", please explain

**All WIA Adult program allotments information was not received from the U. S. Department of Labor (TEGL No. 25-12) until May 1, 2013. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board. There was also a delay due to the recent government sequester activity and interpretation. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2013.**

3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Job Training**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing employment and training services to adults in Northern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,708,235.00**

Other basis for payment: The State will process payment when an approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$3,708,235 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act.

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?

Governor's Designated Agency - Interlocal contract  
CFR Part 652 et al

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	tmyler	05/30/2013 16:49:49 PM
Division Approval	rolso1	05/30/2013 17:19:27 PM
Department Approval	tnash	05/30/2013 17:29:46 PM
Contract Manager Approval	tnash	06/03/2013 10:32:26 AM
Budget Analyst Approval	knielsen	06/10/2013 14:40:11 PM
BOE Agenda Approval	cwatson	06/14/2013 10:23:06 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: **14540**

Agency Name: <b>EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>NEVADAWORKS</b>
Agency Code: <b>902</b>	Contractor Name: <b>NEVADAWORKS</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>BLDG A</b>
Is budget authority available?: <b>Yes</b>	<b>6490 S MCCARRAN BLVD STE 1</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>RENO, NV 89509-6119</b>
	Contact/Phone: <b>null775/284-1338</b>
	Vendor No.: <b>T27003177</b>
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

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

Agency Reference #: **PY13-DW-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**Anticipated BOE meeting date **07/2013**Retroactive? **Yes**

If "Yes", please explain

**All WIA Displaced Workers program allotments information was not received from the U. S. Department of Labor (TEGL No. 25-12) until May 1, 2013. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board. There was also a delay due to the recent government sequester activity and interpretation. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2013.**

3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Job Training**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing employment and training services to dislocated workers in Northern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,810,247.00**

Other basis for payment: The State will process payment when an approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$2,810,247.00 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Workforce Investment Act (WIA) of 1998**

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

**The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.**

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?

CFR Part 652 et al -Governor's Designated Entity

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 under contract with DETR since 1999 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 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	05/30/2013 16:50:41 PM
Division Approval	rolso1	05/30/2013 17:18:46 PM
Department Approval	tnash	05/30/2013 17:31:41 PM
Contract Manager Approval	tnash	06/03/2013 10:35:30 AM
Budget Analyst Approval	knielsen	06/10/2013 14:26:20 PM
BOE Agenda Approval	cwatson	06/14/2013 10:37:56 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: **14541**

Agency Name: <b>EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>NEVADAWORKS</b>
Agency Code: <b>902</b>	Contractor Name: <b>NEVADAWORKS</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>BLDG A</b>
Is budget authority available?: <b>Yes</b>	<b>6490 S MCCARRAN BLVD STE 1</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>RENO, NV 89509-6119</b>
	Contact/Phone: <b>null775/284-1338</b>
	Vendor No.: <b>T27003177</b>
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2013-2015</b>

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

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

Agency Reference #: **PY13-Y-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2013**Anticipated BOE meeting date **07/2013**Retroactive? **Yes**

If "Yes", please explain

**All WIA Youth funds become effective in April; however, the Youth Activities program allotments information was not received from the U. S. Department of Labor (TEGL No. 25-12) until May 1, 2013. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board. There was also the delay due to the recent government sequester activity and interpretation. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2013.**

3. Termination Date: **06/30/2015**Contract term: **2 years and 90 days**4. Type of contract: **Interlocal Agreement**Contract description: **Job Training**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing employment and training services to youth in Northern Nevada as required by the Workforce Investment Act: Code of Federal Regulations Part 652 et al.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,372,687.00**

Other basis for payment: The State will process payment when an approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$ 2,372,687.00 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.

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?

CFR Part 652 et al- Governor's Designated Entity

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 under contract with DETR since 1999 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 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	05/30/2013 16:51:38 PM
Division Approval	rolso1	05/30/2013 17:18:26 PM
Department Approval	tnash	05/30/2013 17:33:36 PM
Contract Manager Approval	tnash	06/03/2013 10:34:48 AM
Budget Analyst Approval	knielsen	06/12/2013 13:08:46 PM
BOE Agenda Approval	cwatson	06/14/2013 10:25:00 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: **14543**

Agency Name: <b>EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>WORKFORCE CONNECTIONS</b>
Agency Code: <b>902</b>	Contractor Name: <b>WORKFORCE CONNECTIONS</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>7251 W LAKE MEAD BLVD STE 250</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89128-8365</b>
If "No" please explain: Not Applicable	Contact/Phone: null702/638-8750
	Vendor No.: T81079028
	NV Business ID: Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

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

Agency Reference #: PY13-A-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**All WIA Adult program allotment information was not received from the U. S. Department of Labor (TEGL No. 25-12) until May 1, 2013. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board. There was also a delay due to the recent government sequester activity and interpretation. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2013.**

3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Job Training**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing employment and training services to adults in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,665,753.00**

Other basis for payment: The State will process payment when an approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$10,665,753 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.

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?

Governor's Designated Agency - Interlocal contract  
CFR Part 652 et al

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	tmyler	05/30/2013 16:46:21 PM
Division Approval	rolso1	05/30/2013 17:17:00 PM
Department Approval	tnash	05/30/2013 17:25:36 PM
Contract Manager Approval	tnash	06/03/2013 10:34:10 AM
Budget Analyst Approval	knielsen	06/10/2013 14:38:52 PM
BOE Agenda Approval	cwatson	06/14/2013 10:38:45 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: **14538**

Agency Name: <b>EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>WORKFORCE CONNECTIONS</b>
Agency Code: <b>902</b>	Contractor Name: <b>WORKFORCE CONNECTIONS</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>7251 W LAKE MEAD BLVD STE 250</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89128-8365</b>
If "No" please explain: Not Applicable	Contact/Phone: null702/638-8750
	Vendor No.: T81079028
	NV Business ID: Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2015</b>

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

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

Agency Reference #: PY13-DW-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **Yes**

If "Yes", please explain

**DW WIA allotments were not received until May 1, 2013. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board. There was also a delay due to recent government sequester activity and interpretation of relevant information. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2013.**

3. Termination Date: **06/30/2015**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Job Training**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing employment and training services to dislocated workers in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,140,823.00**

Other basis for payment: The State will process payment when an approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$4,140,823.00 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act.

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?

Governor's Designated Agency - Interlocal contract  
CFR Part 652 et al

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:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 2000 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 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	05/30/2013 16:47:48 PM
Division Approval	rolso1	05/30/2013 17:18:09 PM
Department Approval	tnash	05/30/2013 17:26:47 PM
Contract Manager Approval	tnash	06/04/2013 11:36:08 AM
Budget Analyst Approval	knielsen	06/10/2013 14:17:55 PM
BOE Agenda Approval	cwatson	06/14/2013 10:40:35 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: **14539**

Agency Name: <b>EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>WORKFORCE CONNECTIONS</b>
Agency Code: <b>902</b>	Contractor Name: <b>WORKFORCE CONNECTIONS</b>
Appropriation Unit: <b>4770-11</b>	Address: <b>7251 W LAKE MEAD BLVD STE 250</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89128-8365</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null702/638-8750</b>
	Vendor No.: <b>T81079028</b>
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2013-2015</b>

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

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

Agency Reference #: **PY-13-Y-02**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2013**

Anticipated BOE meeting date **07/2013**

Retroactive? **Yes**

If "Yes", please explain

**WIA Youth funds become effective in April; however, the Youth Activities program allotments information was not received from the U.S. Department of Labor (TEGL No 25-12) until May 1, 2103. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board. There was also a delay due to the recent government sequester activity and interpretation. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2013.**

3. Termination Date: **06/30/2015**

Contract term: **2 years and 90 days**

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

Contract description: **Job Training**

5. Purpose of contract:

**This is a new interlocal agreement to provide ongoing employment and training services to youth in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,564,523.00**

Other basis for payment: The State will process payment when an approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$6,564,523.00 for the term of the contract.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

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

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act

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?

Governor's Designated Agency - Interlocal contract  
CFR Part 652 et al

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:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 2000 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 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	05/30/2013 16:48:51 PM
Division Approval	rolso1	05/30/2013 17:17:50 PM
Department Approval	tnash	05/30/2013 17:28:16 PM
Contract Manager Approval	tnash	06/03/2013 10:33:40 AM
Budget Analyst Approval	knielsen	06/10/2013 09:41:09 AM
BOE Agenda Approval	cwatson	06/14/2013 10:39:40 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: **14456**

Agency Name: **EMPLOYMENT SECURITY DIVISION**  
Agency Code: **902**  
Appropriation Unit: **4771-07**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **EMCOR SERVICES DBA**  
Contractor Name: **EMCOR SERVICES DBA**  
Address: **MESA ENERGY SYSTEMS  
6255 MCLEOD DR STE 8  
LAS VEGAS, NV 89120-4404**  
City/State/Zip: **LAS VEGAS, NV 89120-4404**  
Contact/Phone: Philip Robinson 702/597-0314  
Vendor No.: T27027115A  
NV Business ID: NV20071267110

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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 %	<b>X</b> Other funding	<b>100.00 % ESD Special Fund</b>

Agency Reference #: 1836-15-DETR

2. Contract start date:

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

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **07/31/2015**

Contract term: **2 years and 30 days**

4. Type of contract: **Contract**

Contract description: **HVAC MAINTENANCE**

5. Purpose of contract:

**This is a new contract that continues ongoing HVAC maintenance services at the Department of Employment, Training and Rehabilitation facility located at 2800 E. St. Louis Avenue, Las Vegas Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,856.00**

Other basis for payment: \$2,494/monthly. The State will initiate payment upon receipt of an approved invoice with the total contract amount not to exceed \$59,856.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

HV/AC mechanical systems need to be maintained for longevity and effective operation of equipment.

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

State employees do not have the expertise to perform these tasks.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**



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

EMCOR was the only vendor to respond to DETR Request for Proposal #2013-01-DETR. DETR received permission from State Purchasing to issue this RFP without State Purchasing's assistance.

d. Last bid date: 04/01/2013 Anticipated re-bid date: 04/01/2015

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:

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	tmyler	05/17/2013 10:49:12 AM
Division Approval	rolso1	05/17/2013 14:14:39 PM
Department Approval	tnash	05/17/2013 16:43:45 PM
Contract Manager Approval	tnash	06/05/2013 14:41:41 PM
Budget Analyst Approval	knielsen	06/05/2013 15:20:37 PM
BOE Agenda Approval	sbrown	06/06/2013 16:40:05 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14563**

Agency Name: **PUBLIC EMPLOYEES BENEFITS**  
Agency Code: **950**  
Appropriation Unit: **1338-10**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **DIVERSIFIED DENTAL SERVICE INC**  
Contractor Name: **DIVERSIFIED DENTAL SERVICE INC**  
Address: **4720 N ORACLE RD STE 100**  
City/State/Zip: **TUCSON, AZ 85705**  
Contact/Phone: **Becky Volle 520/407-2563**  
Vendor No.: **T81085278A**  
NV Business ID: **NV19951129590**

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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 %	<b>X</b> Other funding	<b>100.00 % 33% Premium Revenue 67% State Subsidy</b>

Agency Reference #: **RFP#3010**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Dental PPO**

5. Purpose of contract:

**This is a new contract to continue the existing service of providing a dental PPO network for participants of the Public Employees' Benefits Program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,397,000.00**

Payment for services will be made at the rate of \$0.66 per participant per month

Other basis for payment: .67 PPPM in FY15, .68 in FY16-17

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Public Employess' Benefits Program offers dental benefits in the form of a dental PPO as a part of its standard benefits package.

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

The state of Nevada does not maintain a dental network.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3010, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee and ratified by the PEBP Board.

d. Last bid date: 01/01/2013 Anticipated re-bid date: 01/01/2017

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:

Diversified Dental has been the contracted Dental PPO Network for PEBP since 2001. PEBP and its participants are satisfied with the services provided by Diversified Dental.

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	mstron1	06/03/2013 14:06:23 PM
Division Approval	mstron1	06/03/2013 14:06:25 PM
Department Approval	mstron1	06/03/2013 14:06:28 PM
Contract Manager Approval	mstron1	06/03/2013 14:06:30 PM
Budget Analyst Approval	cwatson	06/14/2013 08:26:04 AM
BOE Agenda Approval	cwatson	06/14/2013 08:26:09 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: **14574**

Agency Name: <b>PUBLIC EMPLOYEES BENEFITS</b>	Legal Entity Name: <b>HEALTHSCOPE BENEFITS INC</b>
Agency Code: <b>950</b>	Contractor Name: <b>HEALTHSCOPE BENEFITS INC</b>
Appropriation Unit: <b>1338-10</b>	Address: <b>27 CORPORATE HILL DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LITTLE ROCK, AR 72205-4537</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null501/218-7810</b>
	Vendor No.: <b>T29028424</b>
	NV Business ID: <b>NV20011223201</b>
To what State Fiscal Year(s) will the contract be charged? <b>2014</b>	

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % 33% Premium Revenue 67% State Subsidy</b>

Agency Reference #: **RFP #3010**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2014**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **Dental Claims Admin**

5. Purpose of contract:

**This is a new contract to continue the existing service of claims administration of dental claims submitted by participants of the Public Employees' Benefits Program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,812,000.00**

Payment for services will be made at the rate of \$1.35 per participant per month

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Public Employees' Benefits Program (PEBP) offers dental coverage as a part of its core benefits package.

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

The state of Nevada does not pay medical or dental claims.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3010, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee and was ratified by the PEBP Board.

d. Last bid date: 01/01/2013 Anticipated re-bid date: 01/01/2017

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:

HealthSCOPE is PEBP's current administrator for medical benefits and administers the HSA and FSA for participants of the program. PEBP is very satisfied by the services provided by HealthSCOPE.

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	mstron1	06/04/2013 16:33:47 PM
Division Approval	mstron1	06/04/2013 16:33:49 PM
Department Approval	mstron1	06/04/2013 16:33:51 PM
Contract Manager Approval	mstron1	06/04/2013 16:33:54 PM
Budget Analyst Approval	cwatson	06/14/2013 08:47:12 AM
BOE Agenda Approval	cwatson	06/14/2013 08:47:19 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **14564**

Agency Name: <b>PUBLIC EMPLOYEES BENEFITS</b>	Legal Entity Name: Liberty Dental Plan
Agency Code: <b>950</b>	Contractor Name: <b>Liberty Dental Plan</b>
Appropriation Unit: <b>1338-10</b>	Address: <b>6385 S. Rainbow Blvd Suite 200</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89118</b>
If "No" please explain: Not Applicable	Contact/Phone: Randy Brecher 888-273-2997
	Vendor No.:
	NV Business ID: NV20071098062
To what State Fiscal Year(s) will the contract be charged? <b>2014-2017</b>	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	<b>X Other funding 100.00 %</b>
	<b>paid via automatic payroll deductions by participants of PEBP who choose to enroll for this service</b>

Agency Reference #: RPF#3010

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Voluntary Dental**

5. Purpose of contract:

**This is a new contract for the new service of voluntary buy up dental coverage for participants of the Public Employees' Benefits Program. Voluntary Buy Up Dental benefits will allow participants to have premium dollars automatically deducted from their paycheck if they choose to enroll for this service.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,000,000.00**

Other basis for payment: paid via automatic payroll deductions from participants of PEBP who choose to enroll for this service

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Public Employees' Benefits Program offers dental benefits as a part of its standard benefits package. This voluntary buy up dental plan allows participants to increase the amount of dental coverage for additional services, such as orthodontia.**

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

**The state of Nevada does not maintain a dental network.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3010, and in accordance with NRS 333, the selected vendor was the highest scoring vendor was the highest scoring proposer as determined by an indenpendently appointed evaluation committee and was ratified by the PEBP Board.

d. Last bid date: 01/01/2013 Anticipated re-bid date: 01/01/2017

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	mstron1	06/03/2013 14:19:28 PM
Division Approval	mstron1	06/03/2013 14:19:30 PM
Department Approval	mstron1	06/03/2013 14:19:32 PM
Contract Manager Approval	mstron1	06/03/2013 14:19:34 PM
Budget Analyst Approval	cwatson	06/14/2013 08:23:22 AM
BOE Agenda Approval	cwatson	06/14/2013 08:23:27 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: **14520**

Agency Name: <b>LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Max Distro, LLC</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Max Distro, LLC</b>
Appropriation Unit: <b>B011 - All Categories</b>	Address: <b>908 Domnus Lane Suite 105</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89144</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null705-373-4022</b>
	Vendor No.:
	NV Business ID: <b>NV20071691169</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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 %	<b>X</b>	Fees	<b>100.00 % License fees paid by Contractors</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/09/2013**

Anticipated BOE meeting date 07/2013

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2015**

Contract term: **1 year and 356 days**

4. Type of contract: **Contract**

Contract description: **Develop Mobile App**

5. Purpose of contract:

**This is a new contract that continues ongoing services to create a mobile application to provide for reporting of unlicensed contracting and verification of Contractors' licensure and enhance regulations of unlicensed contracting activity.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Payment for services will be made at the rate of \$75.00 per hour as billed

#### II. JUSTIFICATION

7. What conditions require that this work be done?

To provide Contractors and the general public with greater access to information regarding licensed contractors.

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

This work requires the skill set to create and activate a mobile application compatible with the iPhone, Android and similar mobile devices.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**



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

The vendor is familiar with our operations and data structure.

d. Last bid date: 05/15/2013 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:

Nevada State Contractors Board...We were very satisfied with the work performed.

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	dlumbert	05/22/2013 12:08:45 PM
Division Approval	dlumbert	05/22/2013 12:08:48 PM
Department Approval	dlumbert	05/22/2013 12:08:54 PM
Contract Manager Approval	dlumbert	05/22/2013 12:09:03 PM
DoIT Approval	lmuelle1	05/30/2013 07:44:22 AM
Budget Analyst Approval	eobrien	06/19/2013 13:58:05 PM
BOE Agenda Approval	nhovden	06/19/2013 15:18:23 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: **14562**

Agency Name: <b>MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>BEC Environmental, Inc.</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>BEC Environmental, Inc.</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>7660 West Sahara Avenue</b>
Is budget authority available?: <b>Yes</b>	<b>Suite 150</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>Las Vegas, NV 89117</b>
	Contact/Phone: <b>Belva Elizabeth Nelson 702-304-9830</b>
	Vendor No.:
	NV Business ID: <b>NV20021197371</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2017</b>

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

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

Agency Reference #: **RFQ 2046**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Grant Development**

5. Purpose of contract:

**This is a new contract to assist agencies in securing and administering Federal grant awards to support the delivery of programs to benefit Nevadans. The contract will be mandatory for state agencies to use when buying these services. Services will be performed on an as-needed basis and will include, but not be limited to, working with state agencies to develop grant strategies to support existing programs, identifying new Federal funding opportunities, consulting and project management of special competitive opportunities in conjunction with state agency personnel, preparing applications and budgets, administering awarded grant funds, and training of state grant analysts in effective grant writing and administration.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: In accordance with the fees delineated in the Contractor's Cost Proposal, dated 04/27/13.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The state is attempting to increase the quality of grant writers who assist state agencies in order to obtain more federal grants to benefit Nevadans.

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 perform all of these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 2046 and in accordance with NRS 333, the selected vendor was one of four vendors chosen by an independently appointed evaluation committee.

d. Last bid date: 04/03/2013 Anticipated re-bid date: 11/01/2016

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 Environmental Protection (07/01/08 - 12/31/12)

The committee found the quality of service 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:

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	Ideloach	06/04/2013 10:58:22 AM
Division Approval	Ideloach	06/04/2013 10:58:25 AM
Department Approval	Ideloach	06/04/2013 10:59:07 AM
Contract Manager Approval	cjanec	06/04/2013 11:05:42 AM
Budget Analyst Approval	knielsen	06/11/2013 15:29:24 PM
BOE Agenda Approval	cwatson	06/14/2013 13:03:07 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14571**

Agency Name: <b>MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>Building Hope Nevada</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>Building Hope Nevada</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>919 E. Bonneville Avenue, Suite 200</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89101</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Angela Quinn 702-807-5501</b>
	Vendor No.:
	NV Business ID: <b>NV20091239131</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2014-2017</b>

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

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

Agency Reference #: **RFQ 2046**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Grant Development**

5. Purpose of contract:

**This is a new contract to assist agencies in securing and administering Federal grant awards to support the delivery of programs to benefit Nevadans. The contract will be mandatory for state agencies to use when buying these services. Services will be performed on an as-needed basis and will include, but not be limited to, working with state agencies to develop grant strategies to support existing programs, identifying new Federal funding opportunities, consulting and project management of special competitive opportunities in conjunction with state agency personnel, preparing applications and budgets, administering awarded grant funds, and training of state grant analysts in effective grant writing and administration.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: In accordance with the fees delineated in the Contractor's Cost Proposal, dated 04/25/13.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The state is attempting to increase the quality of grant writers who assist state agencies in order to obtain more federal grants to benefit Nevadans.

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 perform all of these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 2046 and in accordance with NRS 333, the selected vendor was one of four vendors chosen by an independently appointed evaluation committee.

d. Last bid date: 04/03/2013 Anticipated re-bid date: 11/01/2016

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:  
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	Ideloach	06/04/2013 15:04:35 PM
Division Approval	Ideloach	06/04/2013 15:04:38 PM
Department Approval	Ideloach	06/04/2013 15:04:40 PM
Contract Manager Approval	cjanes	06/05/2013 10:50:16 AM
Budget Analyst Approval	knielsen	06/11/2013 15:27:40 PM
BOE Agenda Approval	cwatson	06/14/2013 13:02:33 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **14569**

Agency Name: <b>MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>TST &amp; Associates, LLC</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>TST &amp; Associates, LLC</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>12523 Mary Ann Beach Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Fairhope, AL 36532</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Teresa Smith Trainor 251-929-2468</b>
	Vendor No.:
	NV Business ID: <b>NV20131307625</b>
To what State Fiscal Year(s) will the contract be charged? <b>2014-2017</b>	

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

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

Agency Reference #: **RFQ 2046**

2. Contract start date:

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

Anticipated BOE meeting date **07/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Grant Development**

5. Purpose of contract:

**This is a new contract to assist agencies in securing and administering Federal grant awards to support the delivery of programs to benefit Nevadans. The contract will be mandatory for state agencies to use when buying these services. Services will be performed on an as-needed basis and will include, but not be limited to, working with state agencies to develop grant strategies to support existing programs, identifying new Federal funding opportunities, consulting and project management of special competitive opportunities in conjunction with state agency personnel, preparing applications and budgets, administering awarded grant funds, and training of state grant analysts in effective grant writing and administration.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: In accordance with the fees delineated in the Contractor's Revised Cost Proposal, dated 05/29/13.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The state is attempting to increase the quality of grant writers who assist state agencies in order to obtain more federal grants to benefit Nevadans.

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 perform all of these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 2046 and in accordance with NRS 333, the selected vendor was one of four vendors chosen by an independently appointed evaluation committee.

d. Last bid date: 04/03/2013 Anticipated re-bid date: 11/01/2016

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:  
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	ldeloach	06/04/2013 12:54:00 PM
Division Approval	ldeloach	06/04/2013 12:54:03 PM
Department Approval	ldeloach	06/04/2013 12:54:06 PM
Contract Manager Approval	cjanes	06/04/2013 13:21:35 PM
Budget Analyst Approval	knielsen	06/11/2013 15:27:21 PM
BOE Agenda Approval	cwatson	06/14/2013 13:04:02 PM
BOE Final Approval	Pending	