

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

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 89101

DATE AND TIME: November 12, 2014 at 10:00 a.m.

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

AGENDA

1. PUBLIC COMMENTS
- *2. FOR POSSIBLE ACTION – APPROVAL OF THE OCTOBER 14, 2014 BOARD OF EXAMINERS’ MEETING MINUTES
- *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.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Purchasing Division	1	\$2,352
Department of Conservation and Natural Resources – Environmental Protection – Mining Regulation	1	\$33,500
Department of Wildlife – Fisheries Management	2	\$73,664
Total	4	\$109,516

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

A. Department of Health and Human Services – Aging and Disability Services Division

Pursuant to NRS 333.705, Aging and Disability Services Division requests retroactive authorization to contract with Preston Bass Interpreting Services, LLC who uses the services of one Nevada System of Higher Education employee. This employee is owner of Preston Bass Interpreting Services and provides sign language interpreting services, answers phones, and schedules interpreting services.

B. Department of Health and Human Services – Division of Public and Behavioral Health

Pursuant to NRS 333.705, the Division of Public and Behavioral Health requests authorization to contract with three former state employees to assist the Bureau of Health Care Quality and Compliance to meet federal Centers for Medicare and Medicaid Services grant requirements and to assist with training new medical facility inspectors.

C. Department of Taxation

Pursuant to NRS 333.705, the Department of Taxation requests authority to contract with a former employee to provide services for the Net Proceeds of Mineral Tax, by establishing certified values, defend appealed values to the State Board of Equalization and staff training. The contract period is upon approval until April 30, 2015.

D. Department of Transportation (NDOT) – Administration

Pursuant to NRS 333.705, NDOT seeks approval to contract with the prime consulting firm of C.A. Group, Inc., who in turn will contract with a sub-consultant who is a former state employee, for the following three agreements between NDOT and the C.A. Group, Inc.:

1. P429-13-015 – I-15/Tropicana Interchange Feasibility Study;
2. P294-11-015 – Environmental phase and preliminary engineering on SR 160 from SR 159 to 1.24 miles west of Mountain Springs; and
3. P466-14-816 – Safety Management Plan projects

E. Department of Administration – Division of Human Resource Management

Pursuant to NRS 333.705, subsection 1, the Division of Human Resource Management seeks approval to contract with two former employees, for approximately one month, to conduct a classification study of current and proposed unclassified positions and make salary tier adjustments.

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

A. Department of Administration – Board of Examiners – Statutory Contingency Account – \$1,500,000

Pursuant to NRS 353.268, the Department of Administration is requesting a \$1,500,000 allocation from the Interim Finance Committee Contingency Account to replenish the Reserve for Statutory Contingency Account.

B. Judicial Branch – Administrative Office of the Courts – \$782,500

Pursuant to NRS 353.268, the Administrative Office of the Courts requests an allocation of \$782,500 from the Interim Finance Committee Contingency Account for implementation of a Court of Appeals that will be effective January 1, 2015, should Question 1 on the November General Election Ballot be approved and ratified by the voters.

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

Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation (NDOT) – Administration – \$50,000

The department requests settlement approval in the amount of \$50,000 to resolve a claim for lost goodwill as a result of NDOT purchasing property located at 1505 W. Charleston Boulevard through a negotiated settlement with the landowner for Project NEON. One of the tenants on that property was JYTYJK, LLC, dba Wireless Toyz (“Wireless”). NDOT contacted the principals of Wireless and attempted to work with them to find an appropriate relocation site. Wireless Toyz is a franchise and their agreement with the franchisor was specific to that location. Due to changes in the business, the franchisor refused to enter into a new license with the franchisee in a different location. Therefore, the business could not be relocated and Wireless eventually stopped paying rent to NDOT and filed a Complaint in Inverse Condemnation alleging loss of business goodwill. NDOT counter-claimed to recover the unpaid rent. NDOT requests settlement approval of \$50,000 and dismissal of the counter-claim to fully resolve the lawsuit.

B. Department of Transportation (NDOT) – Administration – \$900,000

The department requests settlement approval in the amount of \$900,000 to resolve an eminent domain action to acquire commercial real property owned by Smith Family Trust, et al., and is located at 1224 Western Avenue, Lase Vegas, 89102. The Subject Property houses a two-building commercial facility used for the Landowner’s printing business and is needed for the widening and reconstruction of the I-15 freeway from Sahara Avenue to the US 95/I-15 interchange for Project NEON. NDOT previously deposited \$570,000 with the Court for a right of occupancy. NDOT now requests an additional \$900,000 to resolve the action. Approval of the additional amount of \$900,000 would bring the total to \$1,470,000.

***7. FOR POSSIBLE ACTION – APPROVAL OF LAND EXCHANGE**

Pursuant to NRS 323.100, The State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, exchange state lands or interests in land for any other lands or interests of land.

A. Land Exchange Agreement between the Department of Corrections and Nevada citizens Mr. and Mrs. Porada.

The Division of State Lands, acting as the State Land Registrar, requests approval of a land exchange agreement between the Nevada Department of Corrections (NDOC) and Nevada citizens Mr. and Mrs. Porada. The two parcels of land have been appraised and a net change in value has been determined for each parcel. The Porada’s have agreed to pay all costs associated with the proposed exchange, including survey, appraisal, title, and lot line adjustment processing with Carson City. NDOC had concurred with the exchange and has no objections to the terms of the agreement.

***8. FOR POSSIBLE ACTION – EXTENSION OF A VICTIMS OF CRIME CLAIM**

A. Department of Administration – Victims of Crime Program

Pursuant to NRS 217.200, the Department of Administration, Victims of Crime Program requests approval for the extension of a catastrophic claim to the maximum allowable amount of \$150,000.

***9. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Employment, Training and Rehabilitation – Employment Security Division – JobConnect	Pyramid Center, LLC	\$825,600
	Lease Description:	This is a new full services relocation to house the Department of Employment, Training and Rehabilitation – Employment Security Division – JobConnect.	
		Term of Lease:	02/01/2015 – 02/01/2020
			Located in Sparks

BOE #	LESSEE	LESSOR	AMOUNT
2.	Department of Employment, Training and Rehabilitation – Employment Security Division	Green Valley Commercial, LLC	\$1,458,097
	Lease Description:	This is a relocation lease to house the Department of Employment, Training and Rehabilitation – Employment Security Division.	
		Term of Lease: 02/01/2015 – 02/01/2022	Located in Henderson

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

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE FUND	LEWIS ROCA ROTHGERBER LLP	OTHER: RECOVERIES/ ATTORNEYS FEES	\$0	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract that provides the Office of the Attorney General with special counsel to serve and assist in the prosecution of all civil claims, damages, civil penalties, restitution and disgorgement of profits and injunctions against all appropriate defendants relating to the act, use, or employment by all potential defendants including their predecessors companies and subsidiaries that owned, operated, leased, distributed and supplied motor-fuel terminals and dispensing facilities, service stations, and convenience stores in Nevada who through acts and omissions in connection with procurement and use of certain public-benefit funds improperly obtained such funds through deception, fraud, misrepresentation, or concealment, suppression or omission of any material fact.				
		Term of Contract:	Upon Approval – 11/17/2016	Contract # 16163		
2.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	PENSION CONSULTING ALLIANCE	OTHER: TRANSFER FROM TREASURER	\$1,020,000	
	Contract Description:	This is a new contract to provide investment consulting services for the College Savings Plans and the Prepaid Tuition Trust Fund.				
		Term of Contract:	Upon Approval - 12/31/2018	Contract # 16116		
3.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION - UNIV 05 CIP PROJ - CCSN-NON-EXEC	CARPENTER SELLERS ASSOC DBA CARPENTER SELLERS ARCHITECTS	OTHER: 13% UNIV SYS RCPT, 10% TRANS FROM CAP PROJ FND, 55% TRANS FROM TREAS, 22% TRANS - PUB WORKS	\$161,890	PROFESSIONAL SERVICE
	Contract Description:	This is the fourth amendment to the original contract, which provides professional architectural/engineering services for the University of Las Vegas (UNLV) Hotel College Academic Building; Project No. 13-P05; Contract No. 92114. The amendment increases the maximum amount from \$2,872,573 to \$3,034,463 to provide for removal of scope item 2 - BEH remodel upgrades and scope item 3 - SFB remodel included in the original agreement, along with additional services requested by UNLV to revise the project's sustainability effort from LEED Silver Equivalency to LEED Silver Certified. This amendment also provides additional services to provide telephone and data connections to adjacent campus buildings and an additional service request by UNLV to reduce the floor area of the building by approximately 3,200 square feet.				
		Term of Contract:	02/04/2014 - 06/30/2017	Contract # 15263		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	240	DEPARTMENT OF VETERANS SERVICES - THE GIFT ACCOUNT FOR VETERANS-Non-Exec	CIVIC RESOURCE GROUP, LLC.	OTHER: VETERANS' GIFT ACCOUNT	\$100,000	
	Contract Description:	This is the second amendment to the original contract, which provides programming service to rebuild the Department of Veterans Services web site. This increases the maximum amount from \$340,000 to \$440,000 for this support and additional programming projects.				
		Term of Contract:	08/14/2012 - 08/31/2016	Contract # 13614		
5.	300	DEPARTMENT OF EDUCATION - DISCRETIONARY GRANTS - RESTRICTED	CAYEN SYSTEMS LLC	FEDERAL	\$27,140	SOLE SOURCE
	Contract Description:	This is the third amendment to the original contract, which provides annual maintenance and support for the Cayen After School 21 statewide system and 51 sites in support of the Nevada 21st Century Community Learning Centers program. This amendment extends the termination date from November 30, 2014 to November 30, 2015 and increases the maximum amount from \$48,680 to \$75,820 due to an increase in sites from 51 to 52 and the continued need for these services.				
		Term of Contract:	03/12/2013 - 11/30/2015	Contract # 13995		
6.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI	CENTER FOR ASSESSMENT	FEDERAL	\$103,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract for services to improve the Nevada School Performance Framework model for school accountability through customized support to the Department of Education and districts in designing, implementing and improving fair, effective and defensible assessment and accountability programs, including effective programs in support of low-performing schools.				
		Term of Contract:	03/12/2013 - 11/30/2015	Contract # 16159		
7.	331	TOURISM - MUSEUMS AND HISTORY - NEVADA STATE MUSEUM, LAS VEGAS	JOHNSON CONTROLS, INC.	GENERAL 50% OTHER: DIVISION OF TOURISM TRANSFER- LODGING TAX 50%	\$203,449	
	Contract Description:	This is a new contract to provide ongoing full service repair, maintenance, and replacement for the Nevada State Museum Las Vegas' heating, air conditioning, and ventilation system.				
		Term of Contract:	12/01/2014 - 11/30/2017	Contract # 16127		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES WELFARE AND SUPPORT SERVICES - ADMINISTRATION	CHASE GLOBAL SERVICES	GENERAL 4% FEDERAL 96%	\$308,310	
		Contract Description: This is the second amendment to the original contract, which provides a Correspondence Management Solution related to the Medicaid program that will integrate all varieties of paper and electronic correspondence into a unified customizable solution to improve quality, reliability, accountability, and increase compliance with regulatory requirements. This amendment revises the consideration language, increases the maximum amount from \$2,391,689.90 to \$2,700,000, revises Attachment AA - Deliverable Payment Schedule, removes Change Order 1 Items 1 - 3 and their corresponding scopes of work, and incorporates Change Order 2 Items 1 - 3.				
		Term of Contract:	03/11/2014 - 06/30/2015	Contract # 15320		
9.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES WELFARE AND SUPPORT SERVICES - ADMINISTRATION	CIT COMMUNICATIONS FINANCE COR	GENERAL 30% FEDERAL 70%	\$111,507	
		Contract Description: This is the first amendment to the original lease to provide financing for equipment required to upgrade the Division of Welfare and Supportive Services telephone system. This amendment extends the termination date from July 31, 2019 to September 30, 2019 and increases the amount from \$1,984,096.80 to \$2,095,604.19 to incorporate schedule number 0020 to lease number x263772 for telecommunication equipment located at the Warm Springs Office.				
		Term of Contract:	07/08/2014 - 09/30/2019	Contract # 15804		
10.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES WELFARE AND SUPPORT SERVICES - ADMINISTRATION	DELOITTE CONSULTING, LLP	GENERAL 4% FEDERAL 96%	\$656,800	
		Contract Description: This is the tenth amendment to the original contract, which develops and implements the Health Care Reform Eligibility Engine. This 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 as mandated by the Affordable Care Act of 2010. This amendment increases the maximum amount from \$44,732,267.35 to \$45,389,067.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Orders 46, 49, and 50.				
		Term of Contract:	07/01/2012 - 09/30/2016	Contract # 13439		
11.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - CALIENTE YOUTH CENTER	LINCOLN COUNTY HOSPITAL DISTRICT	GENERAL	\$103,134	
		Contract Description: This is a new interlocal agreement that continues ongoing medical services, including diagnosis and treatment, to youth in residence at Caliente Youth Center.				
		Term of Contract:	01/01/2015 - 06/30/2018	Contract # 15938		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	AMEC ENVIRONMENT & INFRASTRUCTURE, INC.	FEDERAL	\$63,621	
	Contract Description:	This is the first amendment to the original contract, which provides on-call Geographic Information System (GIS) services to Nevada Army National Guard staff. This work will be consistent with National Guard Bureau's GIS standards and requirements of geospatial data. This amendment increases the maximum amount from \$58,088 to \$121,709.20 due to an increased continuing need for existing services. This amendment also increases database support for updates, onsite development, and provides staff support and orientation while converting the database site to a Java Script website.				
	Term of Contract:	07/13/2012 - 07/10/2015	Contract # 13510			
13.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	WORKFORCE CONNECTIONS	FEDERAL	\$800,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide vocational training, mental health and substance abuse evaluations, and other supportive services to adult offenders located at Florence McClure Women's Correctional Center. Title 1 Funds through the Workforce Investment Act of 1998 (WIA) Adult and Dislocated Worker Program to the Department of Corrections will increase offender employability and chances of success upon release. This request is contingent upon Interim Finance Committee's approval of a pending action item.				
	Term of Contract:	Upon Approval - 09/30/2015	Contract # 16107			
14.	440	DEPARTMENT OF CORRECTIONS - SOUTHERN NEVADA CORRECTIONAL CENTER	D&R HYDRANT, INC.	GENERAL	\$69,539	
	Contract Description:	This is a new contract that continues ongoing backflow testing and certification services to Casa Grande Transitional Housing, Florence McClure Women's Correctional Center, High Desert State Prison, Jean Conservation Camp, Southern Nevada Correctional Center, Southern Desert Correctional Center, and Three Lakes Valley Conservation Camp.				
	Term of Contract:	Upon Approval - 06/30/2018	Contract # 15956			
15.	655	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	MANAGEMENT TECHNOLOGY GRP LLC	FEDERAL	\$296,535	
	Contract Description:	This is a new contract to provide all necessary services to complete the design and coding portions of a new application as part of the Criminal History Backfill Project, which is a project to increase the quantity of final dispositions housed in the Nevada Criminal History Repository.				
	Term of Contract:	Upon Approval - 03/31/2016	Contract # 16149			
16.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	STANDARD AERO	FEE: SPORTSMEN REVENUE 25% FEDERAL 75%	\$76,950	
	Contract Description:	This is the second amendment to the original contract, which provides engine maintenance to two jet helicopters. This amendment increases the maximum amount from \$240,000 to \$316,950 for an engine compressor overhaul and unforeseen maintenance issues during the overhaul.				
	Term of Contract:	02/08/2011 - 02/07/2015	Contract # 11821			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	702	DEPARTMENT OF WILDLIFE - CONSERVATION EDUCATION	JF GRIFFIN PUBLISHING, LLC	FEE: SPORTSMEN REVENUE	\$101,523	
	Contract Description:	This is a new contract to provide the design, production, publishing, printing and distribution of various wildlife publications.				
		Term of Contract:	11/13/2014 - 11/30/2018	Contract # 16118		
18.	702	DEPARTMENT OF WILDLIFE - FISHERIES MANAGEMENT	POORE, DONALD R DBA STREAMWISE	FEDERAL	\$58,600	SOLE SOURCE
	Contract Description:	This is a new contract to remove an existing drop structure fish passage barrier on Sunnyside Creek, which fragments and alters habitat for the endangered White River spinedace. The existing structure will be replaced with a passable bottomless box culvert structure. This work will improve habitat form and function, increase the quality and quantity of available habitat, and provide a migration corridor for the White River spinedace.				
		Term of Contract:	Upon Approval - 07/31/2015	Contract # 16133		
19.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	BROADBENT & ASSOCIATES, INC.	FEE: HAZARDOUS WASTE FUND/PETROLEUM 46% OTHER: INTERIM FLUID MANAGEMENT TRUST 54%	\$4,500,000	
	Contract Description:	This is a new contract to provide environmental mitigation, assessments and remediation services on an as-needed basis. Environmental contamination can occur or be identified statewide where a responsible party is unidentified, unable or unwilling to perform site characterization and cleanup in a timely manner. The division may need to perform this work to protect the public welfare and protect or restore the state's natural resources. This contract provides the division with the required specialized technical assistance to perform oversight of work performed by responsible parties at sites with environmental contamination.				
		Term of Contract:	01/01/2015 - 12/31/2018	Contract # 16117		
20.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	CLARK COUNTY DEPARTMENT OF AIR QUALITY	FEDERAL	\$137,241	
	Contract Description:	This is a new interlocal agreement to provide support to Clark County Department of Air Quality (DAQ) for the development of the Air Action Tracking System. This new production system replaces all in-house data repositories and will be capable of interfacing with Environmental Protection Agency (EPA) data warehouse nodes. DAQ has direct delegation of the air programs and is independently responsible for entering data into EPA's Air Facility System.				
		Term of Contract:	Upon Approval - 12/31/2015	Contract # 16096		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
21.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND CORRECTIVE ACTION	MCGINLEY & ASSOCIATES, INC.	FEE: HAZARDOUS WASTE FUND/PETROLEUM 46% OTHER: INTERIM FLUID MANAGEMENT TRUST 54%	\$4,500,000	
	Contract Description:	This is a new contract to provide environmental mitigation, assessments, and remediation services on an as needed basis. Environmental contamination can occur or be identified statewide where a responsible party is unidentified, unable, or unwilling to perform site characterization and cleanup in a timely manner. The division may need to perform this work to protect the public welfare and protect or restore the state's natural resources. This contract provides the division with the required specialized technical assistance to perform oversight of work performed by responsible parties at sites with environmental contamination.				
		Term of Contract:	01/01/2015 - 12/30/2018	Contract # 16121		
22.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	INS CONSULTANTS, INC.	FEDERAL	\$2,000,000	
	Contract Description:	This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects.				
		Term of Contract:	Upon Approval - 09/30/2018	Contract # 16039		
23.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	LEWIS & ELLIS, INC.	FEDERAL	\$2,000,000	
	Contract Description:	This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects.				
		Term of Contract:	Upon Approval - 09/30/2018	Contract # 16040		
24.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	MASSMEDIA, LLC.	FEE: 28% OTHER: TITLE SETTLEMENT FUNDS 20% FEDERAL 52%	\$216,000	
	Contract Description:	This is the first amendment to the original contract, which provides an education and outreach program for the division. This amendment extends the termination date from June 30, 2015 to June 30, 2017 and increases the maximum amount from \$766,000 to \$982,000 due to the continued need for these services.				
		Term of Contract:	07/09/2013 - 06/30/2017	Contract # 14550		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	MERLINOS & ASSOCIATES, INC.	FEDERAL	\$2,000,000	
		Contract Description: This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects. Term of Contract: Upon Approval - 09/30/2018 Contract # 16042				
26.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	TAYLOR & MULDER, INC.	FEDERAL	\$2,000,000	
		Contract Description: This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects. Term of Contract: Upon Approval - 09/30/2018 Contract # 16043				
27.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	TAYLOR WALKER & ASSOCIATES, INC.	FEDERAL	\$2,000,000	
		Contract Description: This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects. Term of Contract: Upon Approval - 09/30/2018 Contract # 16044				
28.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE REGULATION	WAKELY CONSULTING GROUP, INC.	FEDERAL	\$2,000,000	
		Contract Description: This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects. Term of Contract: Upon Approval - 09/30/2018 Contract # 16041				
29.	800	DEPARTMENT OF TRANSPORTATION	RTC/CITIFARE FUND 24	OTHER: LOCAL REGIONAL TRANSPORTATION COMMISSION FUNDS 5% FEDERAL 95%	\$600,000	EXEMPT
		Contract Description: This is a new cooperative agreement for continued operation of the Trip Reduction/Regional Rideshare Program in Washoe County. Term of Contract: 10/01/2014 - 09/30/2015 Contract # 16135				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
30.	920	DEFERRED COMPENSATION COMMITTEE	VOYA FINANCIAL (FORMERLY ING LIFE INSURANCE AND ANNUITY COMPANY)	FEE: ADMINISTRATION FEES	\$2,600,000	
	Contract Description:	This is a new revenue contract to provide administrative costs reimbursement of the state's 457 Deferred Compensation and Federal Insurance Contributions Act (FICA) Alternative Plans.				
	Term of Contract:	Upon Approval - 12/31/2019	Contract # 15996			

***11. 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	22ND CENTURY TECHNOLOGIES, INC. (TSCTI)	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
	Term of Contract:	Upon Approval - 06/30/2019	Contract # 16065			
MSA 2.	MSA	VARIOUS STATE AGENCIES	ACRO SERVICE CORPORATION	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
	Term of Contract:	Upon Approval - 06/30/2019	Contract # 16110			
MSA 3.	MSA	VARIOUS STATE AGENCIES	AMERIGAS PROPANE, L.P.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract for bulk fuel purchase and delivery services statewide on an as-needed basis for state-owned tanks.				
	Term of Contract:	11/12/2014 - 01/31/2016	Contract # 16120			
MSA 4.	MSA	VARIOUS STATE AGENCIES	ANALYSTS INTERNATIONAL CORPORATION (AIC)	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
	Term of Contract:	Upon Approval - 06/30/2019	Contract # 16066			
MSA 5.	MSA	VARIOUS STATE AGENCIES	COMMSITE CORP	OTHER: VARIOUS	\$300,000	
	Contract Description:	This is the second amendment to the original contract, which provides communications site parts and services, to include emergency and general maintenance statewide on an as-needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs of state-owned communication equipment, and infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two-way radio systems, and microwave systems. This amendment increases the maximum amount from \$500,000 to \$800,000, based on the usage of the contract to date and an estimate of the amount needed for the term of the contract.				
	Term of Contract:	04/12/2011 - 04/12/2015	Contract # 11972			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 6.	MSA	VARIOUS STATE AGENCIES	CRI ADVANTAGE, LLC	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16068		
MSA 7.	MSA	VARIOUS STATE AGENCIES	CHANDRA TECHNOLOGIES, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16067		
MSA 8.	MSA	VARIOUS STATE AGENCIES	EL AERO SERVICES, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract for bulk fuel purchase and delivery services statewide on an as-needed basis for state owned tanks.				
		Term of Contract:	11/12/2014 - 01/31/2016	Contract # 16100		
MSA 9.	MSA	VARIOUS STATE AGENCIES	EXPERIS US, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16069		
MSA 10.	MSA	VARIOUS STATE AGENCIES	GENUENT USA, LLC	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16070		
MSA 11.	MSA	VARIOUS STATE AGENCIES	GUIDESOFT, INC. DBA KNOWLEDGE SERVICES	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16087		
MSA 12.	MSA	VARIOUS STATE AGENCIES	INTERNATIONAL PROJECTS CONSULTANCY SERVICES, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16071		
MSA 13.	MSA	VARIOUS STATE AGENCIES	KBTS TECHNOLOGIES, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16085		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 14.	MSA	VARIOUS STATE AGENCIES	LINK TECH, LLC	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16072		
MSA 15.	MSA	VARIOUS STATE AGENCIES	MERCHANTS AUTOMOTIVE GROUP, INC.	OTHER: VARIOUS	\$4,000,000	
	Contract Description:	This is a new contract to provide vehicle leasing services as needed by various state agencies. State agencies may have a need to lease vehicles, as opposed to purchasing vehicles.				
		Term of Contract:	Upon Approval - 11/30/2018	Contract # 16063		
MSA 16.	MSA	VARIOUS STATE AGENCIES	MILLENNIUM INTEGRATED SERVICES 2000, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16074		
MSA 17.	MSA	VARIOUS STATE AGENCIES	NOVALINK SOLUTIONS, LLC	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16076		
MSA 18.	MSA	VARIOUS STATE AGENCIES	QA TECHNOLOGIES, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16077		
MSA 19.	MSA	VARIOUS STATE AGENCIES	ROSE INTERNATIONAL	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16079		
MSA 20.	MSA	VARIOUS STATE AGENCIES	SCIENCE APPLICATIONS INTERNATIONAL CORPORATION	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16078		
MSA 21.	MSA	VARIOUS STATE AGENCIES	SOLUTIONSTREAM, LLC	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16080		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 22.	MSA	VARIOUS STATE AGENCIES	TEKSYSTEMS	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16086		
MSA 23.	MSA	VARIOUS STATE AGENCIES	VISIONARY INTEGRATION PROFESSIONALS, LLC (VIP)	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16081		
MSA 24.	MSA	VARIOUS STATE AGENCIES	I3TECH DATA SOLUTIONS, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16083		

12. INFORMATION ITEM

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved from September 23, 2014 through October 21, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1	030	ATTORNEY GENERAL'S OFFICE	GORDON & SILVER, LTD DBA GORDON SILVER	OTHER FUNDING: STATUTORY CONTINGENCY FUND	\$15,000	
	Contract Description:	This is a new contract to hire outside legal counsel to handle a campaign finance enforcement case involving a group that ran campaign ads against Ross Miller without complying with disclosure laws. Hiring outside counsel is to avoid conflicts when the current Attorney General supports Mr. Miller and Mr. Miller may be elected the state's Attorney General before the enforcement case ends.				
		Term of Contract:	09/29/2014 – 09/29/2015	Contract # 16129		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
2	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	KANE, BRUCE DBA BRUCES CARPET CLEANING	FEES: BUILDING RENT INCOME	\$45,000	
	Contract Description:	This is a new contract that continues ongoing carpet cleaning services to the various state buildings in Carson City and Reno, on an as-needed basis and at the written request and approval of a Building and Grounds designee.				
		Term of Contract:	11/01/2014 – 10/31/2018	Contract # 15942		
3	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	GENOA TREES & LANDSCAPE MATERIALS	FEES: BUILDING RENT INCOME	\$34,705	
	Contract Description:	This is a new contract which provides landscape preservation services for the Stewart Facility located at 5500 Snyder Way, Carson City, Nevada. The landscape preservation services will include provision and planting of trees, maintenance of plants, preparation of planting areas, clean up, and restoration of working areas.				
		Term of Contract:	09/29/2014 – 12/31/2014	Contract # 16101		
4	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.	OTHER FUNDING: AGENCY FUNDED CIP	\$33,960	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for a Solar Wall system for the Nevada Army National Guard Army Aviation Stead Facility (AASF) South Hangar Solar Wall; Project No. 15-A008; Contract No. 108936. The scope of work is for architectural, structural engineering, mechanical engineering and electrical engineering services to complete Type B and Type C services. The Type B prefinal documents from the previous project will be updated to include only the AASF Hangar Solar Wall. Drawings and specifications will be revised for a Type B final document set. Type C Construction Administration services will be similar to previous Nevada Army National Guard and Public Works projects.				
		Term of Contract:	10/13/2014 – 06/30/2018	Contract # 16139		
5	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC.	OTHER FUNDING: AGENCY FUNDED CIP - FEDERAL	\$14,600	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for construction administration such as project meetings and submittal review, request for information correspondence, cost change documents, and punch list. Construction administration was not included in the original proposal for the project, which assumes each of the five buildings will be completed independently and that one will be substantially complete before construction of the next building starts. Project No. 15-A010; Contract No. 108937.				
		Term of Contract:	10/13/2014 – 06/30/2018	Contract # 16140		
6	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	PENTA BUILDING GROUP, LLC	OTHER FUNDING: SOUTHERN NEVADA ADULT MENTAL HEALTH	-\$43,363	
	Contract Description:	This is the first amendment to the original contract, which provides construction manager at risk (CMAR) services to renovate building #3A, Southern Nevada Adult Mental Health Services; Project No. 14-A006; Contract No. 91286. This amendment decreases the maximum amount from \$281,000 to \$237,637 to provide a credit to the Department of Health and Human Services. The credit is due to an identified CMAR cost savings that, by agreement, is split between the CMAR and the Owners.				
		Term of Contract:	02/04/2014 – 06/30/2018	Contract # 15264		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7	101	TOURISM AND CULTURAL AFFAIRS – COMMISSION ON TOURISM	PACE GROUP XCOMMUNICATIONS, INC.	OTHER FUNDING: LODGING TAX	\$49,000	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing public relations effort for media and consumer awareness in the province of British Columbia, Alberta, and Saskatchewan. This amendment increases the maximum amount from \$120,000 to \$169,000 to provide additional public relations efforts to increase awareness of Nevada as vacation destination. The department’s mission is to increase travel to the rural areas of the state, so the contracted vendor’s efforts will be focused on rural Nevada using Las Vegas and Reno as gateways.				
	Term of Contract:	10/08/2013 – 09/30/2015	Contract # 14914			
8	240	DEPARTMENT OF VETERANS SERVICES	BUZBY	GENERAL 52% OTHER FUNDING: CEMETARY INTERMENT FEES 48%	\$20,000	
	Contract Description:	This is a new contract to provide video equipment and video conferencing installation to the various locations of the department.				
	Term of Contract:	09/24/2014 – 09/15/2018	Contract # 16054			
9	240	DEPARTMENT OF VETERANS SERVICES	WATER & ENERGY SYSTEMS TECHNOLOGY OF NEVADA	FEDERAL 50% OTHER FUNDING: PRIVATE FUNDS 50% MEDICAID 50%	\$20,000	
	Contract Description:	This is a new contract to provide maintenance for the cooling towers, chillers, and hot water boilers at the Nevada State Veterans Home. The vendor will provide monthly inspection and preventive maintenance for this equipment.				
	Term of Contract:	10/16/2014 – 09/30/2016	Contract # 16130			
10	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES	BEAVEX, INC.	GENERAL 34% FEDERAL 66%	\$32,835	
	Contract Description:	This is a new contract that continues to provide courier service for the State Collections and Disbursement Unit for child support checks and other payment instruments.				
	Term of Contract:	10/01/2014 – 09/30/2018	Contract # 16023			
11	431	ADJUTANT GENERAL & NATIONAL GUARD	HERSHENOW & KLIPPENSTEIN	FEDERAL	\$22,900	
	Contract Description:	This is a new contract to design a concrete foundation/slab and shade structure to include utilities for a modular guard shack at the Washoe County Armory.				
	Term of Contract:	10/07/2014 – 03/30/2015	Contract # 16126			
12	440	DEPARTMENT OF CORRECTIONS	WISAN SMITH RACKER & PRESCOTT, LLP	FEDERAL	\$13,040	
	Contract Description:	This is a new contract that continues ongoing professional auditing services for a program-specific audit of the Nevada Wild Horse and Burro Maintenance and Training Facility grant for fiscal year 2014. The Nevada Department of Corrections Silver State Industries’ Ranch provides boarding and training of wild horses and burros through a grant from the Bureau of Land Management. Federal regulations require an audit by an independent Certified Public Accounting firm for entities which expend over \$500,000 in federal grant funds in a year.				
	Term of Contract:	10/21/2014 – 06/30/2015	Contract # 15963			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13	550	DEPARTMENT OF AGRICULTURE	BOARD OF REGENTS-UNR	FEDERAL	\$49,680	
	Contract Description:	This is a new interlocal agreement to develop and administer a survey of Nevada School Food Service Professionals for the Meal Pattern Grant program. The function of the survey is to evaluate the educational and marketing materials developed by the department, and to ensure adequate comprehension of the most up-to-date information regarding the school meal patterns and its federal requirements for school meals is achieved by school food service professionals.				
	Term of Contract:	09/29/2014 – 08/31/2015	Contract # 16001			
14	550	DEPARTMENT OF AGRICULTURE	BUTLER, JOHN M DBA BUTLER CREATIVE	FEDERAL	\$10,000	
	Contract Description:	This is the first amendment to the original contract, which provides research and design work for the Nevada Meal Pattern Program. This amendment increases the maximum amount from \$2,101 to \$12,101 to perform additional research and design work for the program.				
	Term of Contract:	08/06/2014 – 03/31/2015	Contract # 15902			
15	550	DEPARTMENT OF AGRICULTURE	SMITH VALLEY CONSERVATION DISTRICT	FEES: PESTICIDE REGISTRATION FEES	\$18,500	
	Contract Description:	This is a new interlocal agreement for the removal of invasive weeds in the Smith Valley area of Lyon County in Northern Nevada to benefit sage-grouse habitat and Nevada's rangelands.				
	Term of Contract:	10/10/2014 – 13/31/2015	Contract # 16093			
16	550	DEPARTMENT OF AGRICULTURE	NEVADA STATE HIGH SCHOOL RODEO ASSOCIATION, INC.	GENERAL	\$20,000	
	Contract Description:	This is a new contract to provide financial support to the Nevada State High School Rodeo Association (NSHRA) to offset travel and horse boarding expenses incurred by Nevada's Rodeo representatives when traveling to the National Junior High School Rodeo and the National High School Rodeo each year.				
	Term of Contract:	10/15/2014 – 06/30/2015	Contract # 15857			
17	702	DEPARTMENT OF WILDLIFE	BOARD OF REGENTS-NSHE	FEDERAL 75% FEES 25%	\$15,000	
	Contract Description:	This is the first amendment to the original contract, which provides facilitation for local working groups focused on sage-grouse conservation. This amendment extends the termination date from December 31, 2014 to December 31, 2015 and increases the maximum amount from \$15,000 to \$30,000 to amend the scope of work for on-going facilitation services for local working groups and add funding for an additional year of work.				
	Term of Contract:	09/18/2013 – 12/31/2015	Contract # 14947			
18	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - ENVIRONMENTAL PROTECTION	DESERT RESEARCH INSTITUTE DBA DRI RESEARCH FOUNDATION	FEES: AIR PROGRAM FEES	\$25,000	
	Contract Description:	This is a new contract for the division's Bureau of Air Quality Planning to provide funding to the Desert Research Institute for laboratory and analytical services to identify and evaluate the chemical characterization of particulate m to explain why the division is observing elevated ozone concentrations in rural portions of Nevada.				
	Term of Contract:	10/13/2014 – 12/31/2018	Contract # 16005			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
19	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	THOMAS D. HARPER, ESQ.	FEES: ALTERNATIVE DISPUTE RESOLUTION FILING FEES	\$25,000	
	Contract Description:	This is a new contract to impanel the contractor to the division's Alternative Dispute Resolution panel. The panel will mediate disputes between parties concerning common-interest communities, including, without limitation, the interpretation, application, and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules, and regulations of an association. AB370 gives authority to the division to create this program and impanel referees, mediators and arbitrators.				
	Term of Contract:	10/02/2014 – 06/30/2015	Contract # 15858			
20	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	THE SPEER LAW FIRM, PLLC	FEES: TRIP CHARGES	\$36,800	
	Contract Description:	This is a new contract for an administrative hearing officer. The hearing officer will preside over the Taxicab Authority's 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:	08/13/2014 – 06/30/2015	Contract # 16142			

13. INFORMATION ITEM

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

NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending September 30, 2014.

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter. However, two land coverage transactions did occur during the period. The transactions resulted in \$11,917 in proceeds for the Nevada Land Bank.

14. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*15. ADJOURNMENT

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV

Capitol Building, 101 N. Carson St., Carson City, NV

Legislative Building, 401 N. Carson St., Carson City, NV

Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

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

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV

Brad Carson bcarson@dps.state.nv.us

Notice of this meeting was posted on the following websites:

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

<https://notice.nv.gov/>

Any questions regarding the agenda or supporting material for the meeting please contact Director Teska at (775) 684-0222 or you can email us at budget@admin.nv.gov. 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

November 12, 2014

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE OCTOBER 14, 2014 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

*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.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Purchasing Division	1	\$2,352
Department of Conservation and Natural Resources – Environmental Protection – Mining Regulation	1	\$33,500
Department of Wildlife – Fisheries Management	2	\$73,664
Total	4	\$109,516

Clerk’s Recommendation: I recommend approval.

Motion By: _____ Seconded By: _____ Vote: _____

Comments:

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

A. Department of Health and Human Services – Aging and Disability Services Division

Pursuant to NRS 333.705, Aging and Disability Services Division requests retroactive authorization to contract with Preston Bass Interpreting Services, LLC who uses the services of one Nevada System of Higher Education employee. This employee is owner of Preston Bass Interpreting Services and provides sign language interpreting services, answers phones, and schedules interpreting services.

Clerk's Recommendation: I recommend approval.

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

Comments:

B. Department of Health and Human Services – Division of Public and Behavioral Health

Pursuant to NRS 333.705, the Division of Public and Behavioral Health requests authorization to contract with three former state employees to assist the Bureau of Health Care Quality and Compliance to meet federal Centers for Medicare and Medicaid Services grant requirements and to assist with training new medical facility inspectors.

Clerk's Recommendation: I recommend approval.

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

Comments:

C. Department of Taxation

Pursuant to NRS 333.705, the Department of Taxation requests authority to contract with a former employee to provide services for the Net Proceeds of Mineral Tax, by establishing certified values, defend appealed values to the State Board of Equalization and staff training. The contract period is upon approval until April 30, 2015.

Clerk's Recommendation: I recommend approval.

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

Comments:

D. Department of Transportation (NDOT) – Administration

Pursuant to NRS 333.705, NDOT seeks approval to contract with the prime consulting firm of C.A. Group, Inc., who in turn will contract with a sub-consultant who is a former state employee, for the following three agreements between NDOT and the C.A. Group, Inc.:

1. P429-13-015 – I-15/Tropicana Interchange Feasibility Study;
2. P294-11-015 – Environmental phase and preliminary engineering on SR 160 from SR 159 to 1.24 miles west of Mountain Springs; and
3. P466-14-816 – Safety Management Plan projects

Clerk's Recommendation: I recommend approval.

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

Comments:

E. Department of Administration – Division of Human Resource Management

Pursuant to NRS 333.705, subsection 1, the Division of Human Resource Management seeks approval to contract with two former employees, for approximately one month, to conduct a classification study of current and proposed unclassified positions and make salary tier adjustments.

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

A. Department of Administration – Board of Examiners – Statutory Contingency Account – \$1,500,000

Pursuant to NRS 353.268, the Department of Administration is requesting a \$1,500,000 allocation from the Interim Finance Committee Contingency Account to replenish the Reserve for Statutory Contingency Account.

Clerk’s Recommendation: I recommend approval.

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

Comments:

B. Judicial Branch – Administrative Office of the Courts – \$782,500

Pursuant to NRS 353.268, the Administrative Office of the Courts requests an allocation of \$782,500 from the Interim Finance Committee Contingency Account for implementation of a Court of Appeals that will be effective January 1, 2015, should Question 1 on the November General Election Ballet be approved and ratified by the voters.

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation (NDOT) – Administration – \$50,000

The department requests settlement approval in the amount of \$50,000 to resolve a claim for lost goodwill as a result of NDOT purchasing property located at 1505 W. Charleston Boulevard through a negotiated settlement with the landowner for Project NEON. One of the tenants on that property was JYTYJK, LLC, dba Wireless Toyz (“Wireless”). NDOT contacted the principals of Wireless and attempted to work with them to find an appropriate relocation site. Wireless Toyz is a franchise and their agreement with the franchisor was specific to that location. Due to changes in the business, the franchisor refused to enter into a new license with the franchisee in a different location. Therefore, the business could not be relocated and Wireless eventually stopped paying rent to NDOT and filed a Complaint in Inverse Condemnation alleging loss of business goodwill. NDOT counter-claimed to recover the unpaid rent. NDOT requests settlement approval of \$50,000 and dismissal of the counter-claim to fully resolve the lawsuit.

Clerk’s Recommendation: I recommend approval.

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

Comments:

B. Department of Transportation (NDOT) – Administration – \$900,000

The department requests settlement approval in the amount of \$900,000 to resolve an eminent domain action to acquire commercial real property owned by Smith Family Trust, et al., and is located at 1224 Western Avenue, Lase Vegas, 89102. The Subject Property houses a two-building commercial facility used for the Landowner’s printing business and is needed for the widening and reconstruction of the I-15 freeway from Sahara Avenue to the US 95/I-15 interchange for Project NEON. NDOT previously deposited \$570,000 with the Court for a right of occupancy. NDOT now requests an additional \$900,000 to resolve the action. Approval of the additional amount of \$900,000 would bring the total to \$1,470,000.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***7. FOR POSSIBLE ACTION – APPROVAL OF LAND EXCHANGE**

Pursuant to NRS 323.100, The State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, exchange state lands or interests in land for any other lands or interests of land.

A. Land Exchange Agreement between the Department of Corrections and Nevada citizens Mr. and Mrs. Porada.

The Division of State Lands, acting as the State Land Registrar, requests approval of a land exchange agreement between the Nevada Department of Corrections (NDOC) and Nevada citizens Mr. and Mrs. Porada. The two parcels of land have been appraised and a net change in

value has been determined for each parcel. The Porada's have agreed to pay all costs associated with the proposed exchange, including survey, appraisal, title, and lot line adjustment processing with Carson City. NDOC had concurred with the exchange and has no objections to the terms of the agreement.

Clerk's Recommendation: I recommend approval.

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

Comments:

***8. FOR POSSIBLE ACTION – EXTENSION OF A VICTIMS OF CRIME CLAIM**

A. Department of Administration – Victims of Crime Program

Pursuant to NRS 217.200, the Department of Administration, Victims of Crime Program requests approval for the extension of a catastrophic claim to the maximum allowable amount of \$150,000.

Clerk's Recommendation: I recommend approval.

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

Comments:

***9. FOR POSSIBLE ACTION – LEASES**

Two statewide leases 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 – CONTRACTS**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

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

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

Clerk's Recommendation: I recommend approval.

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

Comments:

12. INFORMATION ITEM – CONTRACTS

Pursuant to AB 41 of the 2013 Legislative Session, the Clerk of the Board may approve all contract transactions for amounts less than \$50,000. Per direction from the August 13, 2013 meeting of the Board of Examiners, the Board wished to receive an informational item listing all approvals applicable to the new threshold (\$10,000 - \$49,999). Below is a list of all applicable approvals for contracts and amendments approved from September 23, 2014 through October 21, 2014.

Twenty independent contracts were submitted to the Board for review.

Comments:

13. INFORMATION ITEM

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

NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending September 30, 2014.

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter. However, two land coverage transactions did occur during the period. The transactions resulted in \$11,917 in proceeds for the Nevada Land Bank.

Comments:

13. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

*14. FOR POSSIBLE ACTION – ADJOURNMENT

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 7, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Stacey Johnson, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Purchasing Division requests approval to replace one vehicle not to exceed \$2,352 due to the vehicle being at the end of life. The current vehicle has 127,000 miles and is in need of approximately \$1,000 worth of transmission repairs.

Additional Information:

This request will provide authority to purchase a Highway Patrol, Ford Expedition that is in good working condition. Under the opinion of the Fleet Services Administrator, this vehicle would serve the agency's needs for several upcoming years. This authorization will be funded from the agency's reserves and will be offset by a future auction surplus sale of the current vehicle. This purchase would replace the 2015-2017 budget request for a monthly Fleet Service vehicle.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: SB
ACTION ITEM: 3A

Brian Sandoval
Governor



Julia Teska
Director

Evan Dale
Administrator


STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Administrative Services Division
209 E Musser, Rm 304 | Carson City, NV 89701
Phone: (775) 684-0273 | Fax (775) 684-0275

MEMORANDUM

DATE: October 2, 2014

TO: Stacey Johnson, Budget Analyst
Budget and Planning Division

FROM: Jeanne Peat, Budget Analyst
Administrative Services Division

VIA: Greg Smith, Division Administrator
Purchasing Division 

SUBJECT: Fiscal Year 2015 Used Vehicle Purchase Request

Please consider this as the Purchasing Division's official request to ask the Board of Examiners to consider approving the replacement of the existing agency vehicle.

The existing vehicle is a 2003 Dodge Durango with approximately 127,000 miles passed down to from the Food Distribution Program when it was excessed several years ago. The vehicle is currently out of service and in need of approximately \$1,000 worth of transmission repairs.

This request will provide authority to purchase a Highway Patrol, Ford Expedition that is in good working condition. Under the opinion of the Fleet Services Administrator, this vehicle would serve our agency's needs for several upcoming years. The Ford purchase cost is \$2,351.50 and will be offset by a future auction surplus sale of the Dodge Durango. Also this purchase will take the place of the 2015-2017 budget request for a monthly Fleet Service vehicle.

The main purpose for the vehicle is delivering proposals for various RFP projects to multiple evaluators. An SUV type vehicle is key for Purchasing's operation in that a larger vehicle is necessary to haul multiple boxes of material and offer ease for the primarily female staff in loading and unloading the boxes.

cc: file



HELP

VEHICLE VALUE - ZIP CODE 89701

	Lending Value	Suggested Retail
	\$4,768	\$6,916
Mileage Adj:	\$448	\$448
Blue Book Value:	\$5,216	\$7,364
Trade-In	\$4,372	
Auction	\$4,703	
CPO	N/A	
Condition		Good
Selling Price		
Valuation Date: As of 09/25/2014		
Effective Dates: 9/19/2014-9/25/2014		
NPG: 12/16		
Vehicle Values		

Vehicle Info

Vehicle Info Additional Info Stickers Warranty Photos Fact Sheet CARFAX AutoCheck

Add Another Vehicle Lending/Retail Breakdown Preview Print Reset Save

VIN 1FMPU16L83LB27698 Decode VIN Manually enter vehicle information Valuation Feedback
Stock No Inventory Category Pre-Owned Retail Valuation Date: 9/25/2014 Effective dates: 9/19/2014-9/25/2014

Year 2003 Engine V8, 5.4 Liter
Make Ford Transmission Automatic
Model Expedition Drive Train 4WD
Trim XLT Sport Utility 4D Mileage 115880 Get Value
 Certified Pre-Owned Vehicle (CPO) 132000 is the "zero point" which will not affect value.
Vehicle must be 2008 or newer to qualify.

Selling Price Ext. Color Select Color or Enter Manually
Web Selling Price Int. Color Select Color or Enter Manually
Vehicle Condition:
 Excellent
 Very Good
 Good
 Fair
 Poor

Optional Equipment

- ABS (4-Wheel)
- Air Conditioning
- Air Conditioning, Rear
- Power Windows
- Power Door Locks
- Cruise Control
- Power Steering
- Tilt Wheel
- AM/FM Stereo
- Cassette
- CD (Single Disc)
- CD (Multi Disc)
- MP3 (Single Disc)
- MP3 (Multi Disc)
- Premium Sound
- Navigation System
- DVD System
- Video System
- Dual Air Bags
- Power Seat
- Dual Power Seats
- Leather
- Third Row Seat
- Sun Roof (Flip-Up)
- Sun Roof (Sliding)
- Moon Roof
- Privacy Glass
- Running Boards
- Custom Bumper
- Grille Guard
- Winch
- Snow Plow
- Roof Rack
- Towing Pkg
- Steel Wheels
- Alloy Wheels
- Premium Wheels
- Wide Tires
- Oversize Off-Road Tires
- Oversized Premium Wheels 20"+

Add Another Vehicle Lending/Retail Breakdown Preview Print Reset Save

OUR COST \$2351.50

Fair Market Range (CPO):	N/A - N/A
Suggested Retail:	\$7,364
Fair Purchase Price:	\$7,014
Fair Market Range:	\$5,979 - \$8,048
Lending Value:	\$5,216
Auction:	\$4,703
Trade-In:	\$4,372
Trade-In Range:	\$3,938 - \$4,805

ABS (4-Wheel) Air Conditioning Power Windows Power Door Locks Cruise Control Power Steering Tilt Wheel AM/FM Stereo Cassette CD (Single Disc) Dual Air Bags Power Seat Privacy Glass Roof Rack Steel Wheels

State of Nevada Work Program

WP Number: C31471

FY 2015

Add Original Work Program

XXX Modify Work Program

BUDGET DIVISION USE ONLY
DATE _____
APPROVED ON BEHALF OF THE GOVERNOR BY _____

DATE	FUND	AGENCY	BUDGET	DEPT/DIV/BUDGET NAME
10/02/14	718	083	1358	ADMINISTRATION - PURCHASING

Funds Available

Budgetary GLs (2501 - 2599)	Description	WP Amount	Revenue GLs (3000 - 4999)	Description	WP Amount	Current Authority	Revised Authority
Subtotal Budgetary General Ledgers		0	Subtotal Revenue General Ledgers(RB)		0		0
Total Budgetary & Revenue GLs					0		

Expenditures

CAT	Amount
05	2,352
86	(2,352)

CAT	Amount

Remarks	<p>The purpose of this work program is to create category 05, Equipment funded by category 86, Reserves for the purchase of a used vehicle; pending Board of Examiners approval.</p>
----------------	--

Sub Total Category Expenditures 0

Total Budgetary General Ledgers and Category Expenditures (AP) 0

Authorized Signature

Date

Controller's Office Approval

Does not require Interim Finance approval since WP is less than \$5,000 for categories 02,03,05 & 30 or less than \$10,000 for all other categories

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 17, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF ENVIRONMENTAL PROTECTION – MINING REGULATION

Agenda Item Write-up:

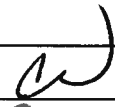
Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Division of Environmental Protection - Mining Regulations requests approval to purchase a replacement vehicle at a cost of \$33,500.

Additional Information:

This is a planned and budgeted agency vehicle replacement of a 2007 Dodge Niritto four-wheel vehicle with approximately 167,000. This vehicle will be used by the Bureau of Mining to access established mines and exploration sites in remote areas of Nevada. This replacement was planned and authorized in the agency's 2013-15 legislatively approved budget.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: 3B

STATE VEHICLE PURCHASE



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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF ENVIRONMENTAL PROTECTION – MINING REGULATION	1	\$33,500
Total:	1	\$33,500

OCT 16 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

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

Agency Name: DCNR-NDEP Mining Regulation/Reclamation		Budget Account #: 3188	
Contact Name: BETHANY GRAESER		Telephone Number: 775-687-9399	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:			
Number of vehicles requested: ONE		Amount of the request: 33,500.00	
Is the requested vehicle(s) new or used: NEW			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: 2014 Toyota FJ Cruiser 4x4			
Mission of the requested vehicle(s): To replace an older vehicle.			
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: E710 If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> ONE Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. A vehicle with four-wheel drive is required for Mining Bureau staff to be able to travel to exploration projects and mine sites for inspections.			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2007 Dodge Nitro - Khaki Odometer Reading: 167,000/AS OF 10/1/14 Type of Vehicle: SUV		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
<i>Please attach an additional sheet if necessary</i>			
APPOINTING AUTHORITY APPROVAL:			
			
Agency Appointing Authority		Title	Date
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	

Equipment Schedule

Date: 10/8/14 10:57 AM

Budget Period: 2013-2015 Biennium (FY14-15)

Budget Account: 3188 DCNR - DEP MINING REGULATION/RECLAMATION

Version: L01 LEGISLATIVELY APPROVED

Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Yr 2 Count	Yr 2 Rate	Yr 2 Total
E710	05	8310	VEHICLE-FLEET-RNO/CC-5.4 SPORT UTILITY VEH:3/4 TON;4X4;6 DOOR;5-6 PASS	1	33,732.00	33,732
E710	26	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST	2	1,140.00	2,280
E710	26	8371	HARDWARE-PRINTER NETWORK LASER JET COLOR MED DTY	1	2,375.00	2,375
B000	04	7460	EQUIPMENT < \$1,000	1	2,260.00	2,260
E710	04	7465	> \$1,000 EQUIP < \$5,000	0	0	0

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 6, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Sherri Barkdull, Budget Analyst IV
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF WILDLIFE – FISHERIES MANAGEMENT

Agenda Item Write-up:

Pursuant to NRS 334.010 the Department of Wildlife - Fisheries Management Division requests approval to purchase two replacement vehicles for a total of \$73,664.

Additional Information:

The Department of Wildlife - Fisheries Management is requesting permission to purchase one replacement vehicle and one new vehicle. These vehicle purchases were approved during the 2013 Legislative Session in decision unit E711.

Statutory Authority:

NRS 334.010(1) - 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.


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

STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Wildlife - Fisheries Management	2	\$73,664
Total:	2	\$73,664

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

Agency Name: <u>Wildlife</u>		Budget Account #: <u>4465</u>	
Contact Name: <u>Patrick Cates</u>		Telephone Number: <u>776-688-1982</u>	
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:			
Number of vehicles requested: <u>1</u>		Amount of the request: <u>26,748</u>	
Is the requested vehicle(s) new or used; <u>new</u>			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>pick up</u>			
Mission of the requested vehicle(s): <u>Boulder City</u>			
Required for hatchery staff specialist to coordinate hatchery activities and travel to hatcheries and rearing station.			
Were funds legislatively approved for the request?		If yes, please provide the decision unit number:	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		E711	
		If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):			
<input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.			
<u>yes</u>			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.	
<u>Current Vehicle Information:</u>		<u>n/a</u>	
Vehicle #1 Model Year: <u>2001</u>			
Odometer Reading: <u>114,263</u>			
Type of Vehicle: <u>pick up</u>			
Vehicle #2 Model Year:		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
Odometer Reading:		<u>n/a</u>	
Type of Vehicle:			
<i>Please attach an additional sheet if necessary</i>			
APPOINTING AUTHORITY APPROVAL:			
		<u>Deputy Director</u>	
Agency Appointing Authority		Title	
		<u>8/1/14</u>	
		Date	
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	

Revised 7/13/10

State of Nevada
Equipment Schedule


10/3/14 2:50 PM

Budget Period: 2013-2015 Biennium (FY14-15)
Budget Account: 4465 WILDLIFE - FISHERIES MANAGEMENT
Version: L01 LEGISLATIVELY APPROVED
Schedule: EQUIPMENT

DU	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
E249	05	8310	VEHICLE-FLEET-RNO/CC-2.12 TRUCK 4WD 3/4T;STD CAB;L BD	1	1	23,726.00	23,726	0	24,438.00	0
E249	05	8310	VEHICLE-FLEET-RNO/CC-2.14 4WD TRUCK 3/4T;CRW CAB;L BD	20	1	27,921.00	27,921	0	28,759.00	0
E249	05	8310	VEHICLE-FLEET-RNO/CC-2.14 4WD TRUCK 3/4T;CRW CAB;L BD	25	1	27,921.00	27,921	0	28,759.00	0
E249	05	8310	VEHICLE-FLEET-RNO/CC-2.14 4WD TRUCK 3/4T;CRW CAB;L BD	40	0	27,921.00	0	1	28,759.00	28,759
E250	16	8241	OFFICE FURNITURE-SECRETARIAL *** ENTIRE UNIT ***	160	1	2,090.00	2,090	0	2,290.00	0
E250	26	7771	SOFTWARE-MICROSOFT OFFICE SUITE PRO	185	1	332.00	332	0	332.00	0
E250	26	7771	SOFTWARE-WINDOWS CLIENT ACCESS LICENSE (CAL)	190	1	20.00	20	0	20.00	0
E250	26	8371	HARDWARE-LAPTOP PC WITH OPERATING SYSTEM	165	1	1,593.00	1,593	0	1,593.00	0
E250	26	8371	HARDWARE-LAPTOP DOCKING STATION	175	1	352.00	352	0	352.00	0
E250	26	8371	HARDWARE-SURGE PROTECTOR STRIPS	195	1	20.00	20	0	20.00	0
E711	05	8310	VEHICLE-FLEET-RNO/CC-2.16 4WD TRUCK 3/4T;EXT CAB;L BD	1	1	26,234.00	26,234	0	27,021.00	0
E711	05	8310	VEHICLE-FLEET-RNO/CC-2.16 4WD TRUCK 3/4T;EXT CAB;L BD	2	1	26,234.00	26,234	0	27,021.00	0
E711	05	8310	VEHICLE-FLEET-RNO/CC-2.15 4WD TRUCK 3/4T;EXT CAB;S BD	3	0	25,969.00	0	1	26,748.00	26,748
B000	13	7460	EQUIPMENT UNDER \$1,000	90	1	2,400.00	2,400	1	2,400.00	2,400
B000	13	7465	EQUIPMENT UNDER \$5,000	120	1	4,324.00	4,324	1	4,324.00	4,324
B000	14	7460	EQUIPMENT UNDER \$1,000	95	1	2,513.00	2,513	1	2,513.00	2,513
B000	15	7460	EQUIPMENT UNDER \$1,000	100	1	3,761.00	3,761	1	3,761.00	3,761
B000	15	7465	EQUIPMENT UNDER \$5,000	125	1	1,100.00	1,100	1	1,100.00	1,100
B000	16	7460	EQUIPMENT UNDER \$1,000	105	1	629.00	629	1	629.00	629
B000	17	7460	EQUIPMENT UNDER \$1,000	110	1	8,746.00	8,746	1	8,746.00	8,746
B000	17	7465	EQUIPMENT UNDER \$5,000	130	1	21,713.00	21,713	1	21,713.00	21,713
B000	18	7465	EQUIPMENT UNDER \$5,000	135	1	4,826.00	4,826	1	4,826.00	4,826
B000	18	7460	EQUIPMENT UNDER \$1,000	115	1	5,054.00	5,054	1	5,054.00	5,054
B000	44	7465	EQUIPMENT UNDER \$5,000	140	1	5,177.00	5,177	1	5,177.00	5,177
E249	05	8270	HIGH PRESSURE DECONTAMINATION UNIT	10	0	0.00	0	1	40,895.00	40,895
E249	05	7460	RADIO	2	1	350.00	350	0	0.00	0
E249	05	7460	TOW PACKAGE	3	1	387.00	387	0	0.00	0
E249	05	8270	ZEBRAQUAGGA DECONTAMINATION SYSTEM	15	2	19,842.00	39,684	1	19,842.00	19,842
E249	05	7465	CARAVAN CAMPER	30	2	3,585.00	7,170	1	3,585.00	3,585
E249	05	7465	HIGH CAPACITY RADIOS	35	2	3,500.00	7,000	1	3,500.00	3,500
E710	05	8260	18' DUCKWORTH SURVEY BOAT	15	1	19,830.00	19,830	0	0.00	0
E710	05	8270	SMITH ROOT LR-20B BACKPACK ELECTROFISHER COMBO	20	0	0.00	0	1	7,527.00	7,527
E710	05	8220	26' SPRINGDALE TRAVEL TRAILER	25	1	21,366.00	21,366	0	0.00	0
E710	05	8250	GREGOR BOAT	30	0	0.00	0	1	6,072.00	6,072

4

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

Agency Name: <u>Wildlife</u>	Budget Account #: <u>4465</u>
Contact Name: <u>Patrick Cates</u>	Telephone Number: <u>775-888-1982</u>
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: <u>1</u>	Amount of the request: <u>46,916</u>
Is the requested vehicle(s) new or used: <u>new</u>	
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>pick up</u>	
Mission of the requested vehicle(s): <u>Gallagher</u>	
Required for hatchery staff specialist to coordinate hatchery activities and travel to hatcheries and rearing station.	
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: <u>E711</u> If no, please explain how the vehicles will be funded?
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>yes</u>	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.
Current Vehicle Information: Vehicle #1 Model Year: <u>2001</u> Odometer Reading: <u>114,263</u> Type of Vehicle: <u>pick up</u>	<u>n/a</u>
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. <u>n/a</u>
<i>Please attach an additional sheet if necessary</i>	
APPOINTING AUTHORITY APPROVAL:	
	<u>Deputy Director</u>
Agency Appointing Authority	Title
	<u>8/1/14</u>
	Date
BOARD OF EXAMINERS' APPROVAL:	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
Board of Examiners	Date

Revised 7/13/10

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 14, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Katrina Nielsen, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

A handwritten signature in blue ink that reads "Katrina Nielsen".

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 Health and Human Services – Division of Aging and Disability Services

Agenda Item Write-up:

Pursuant to NRS 333.705, the Division of Aging and Disability Services requests retroactive authorization to contract with Preston Bass Interpreting Services, LLC who uses the services of one Nevada System of Higher Education employee. This employee is owner of Preston Bass Interpreting Services and provides sign language interpreting services, answers phones, and schedules interpreting services.

Additional Information:

The Aging & Disability Services Division (ADSD) uses Preston Bass Interpreting Services, LLC for Interpreter Services. The owner of the company, Caroline Bass, teaches at the College of Southern Nevada. ADSD's existing contract with Preston Bass was effective on March 9, 2012 and terminates on February 29, 2016. The agency recently became aware of the dual employment status of Caroline Bass when another agency presented a request to contract with a current employee at the August 12, 2014 Board of Examiners Meeting.

Statutory Authority:

NRS 333.705

REVIEWED: 7/11
ACTION ITEM: 4A



STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AGING AND DISABILITY SERVICES DIVISION

Administrative Office
3416 Goni Road, D-132
Carson City, NV 89706

(775) 687-4210 • Fax (775) 687-0574
adsd@adsd.nv.gov

ROMAINE GILLILAND
Director


JANE GRUNER
Administrator


BRIAN SANDOVAL
Governor

September 18, 2014

MEMORANDUM

To: Julia Teska, Director Department of Administration

From : Jane Gruner, Administrator Aging and Disability Services Division 

Through: Romaine Gilliland, Director Department of Health and Human Services 

Subject: Request Approval for Authorization to Contract with a Current Employee

The Aging and Disability Services Division would like to request to contract with a current employee, as per NRS 333.705. This request is on behalf of the Disability Services program for Sign Language Interpreting Services.

Preston Bass Interpreting Services, LLC, owner Caroline Bass is also a faculty member of the College of Southern Nevada. She teaches night classes there. Aging and Disability Services Division does have a current contract with Preston Bass Interpreting Services, LLC.

Aging and Disability Services Division does use this vendor for Interpreter services. My understanding is that the owner has not done any interpreting herself, but does have sub-contractors that provide these services. As she is the business owner that we currently hold the contract with, it is necessary to request this approval to contract with a current state employee from this date forward.

The "Authorization to Contract with a Current Employee" forms are attached for review and consideration. Should you have any questions, please contact Julie Kotchevar at (775) 687-0583.

Authorization to Contract with a Current Employee

Employee Name:	<u>Caroline Bass</u>
Employee ID number:	<u>81288</u>
Job Title:	<u>Lead Faculty</u>
Current Agency:	<u>College of Southern Nevada</u>
Current class and grade:	<u> </u>
Employment Dates:	<u>2002-Present</u>
Contracting Agency:	<u>Aging & Disability Services Division (ADSD)</u>

Please check which of the following applies:

Contract is with a current State employee (contractor) or a temporary employment agency providing a current employee. Please complete steps a-l below.

Contract is with an entity (contractor) other than a temporary employment agency that employs a current State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Provide Sign language Interpreting services
b. Document the employee's current job description.	Faculty-Teaches classes
c. Explain how this differs from current State duties.	Teaching vs. arranging for Interpreters for ADSD clients
d. Explain why existing State employees within your agency cannot perform this function.	State employees are not qualified to provide these services.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.	N/A
f. List contractor's hourly rate.	\$70.00 hour from 7am to 6pm \$80.00 hour from 6pm to 12am \$90.00 hour from 12am to 7am Same day assignments (within 24 hours) \$80.00 hour
g. List the range of comparable State employee rates.	N/A
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable	Interpreting services are necessary to meet the requirements of the Americans with Disability Act.

State position by more than 10 percent.	
i. Identify the date and time the contract work will be performed.	Unable to provide date and time. It is as needed.
j. Identify the State employee's work schedule.	Teaches classes in the evenings
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Requests for these interpreting services will be handled outside of the hours of employment with the college. Provider teaches evening classes.
l. Document the justification for hiring contractor.	Interpreting services are necessary to meet the requirements of the Americans with Disability Act

Comments:

James Bruner 9/21/14

Contracting Agency Head's Signature and Date

[Signature] 9/29/14 ✓

Current Employee's Agency Head's Signature and Date

Katrina Nielsen 10/14/14

Budget Analyst

Clerk of the Board of Examiners

NRS 333.705 Contracts for services: Limitations and requirements; approval by State Board of Examiners; emergencies; reports to Interim Finance Committee; exceptions.

1. Except as otherwise provided in this section, a using agency shall not enter into a contract with a person to provide services for the using agency if:
 - (a) The person is a current employee of an agency of this State;
 - (b) The person is a former employee of an agency of this State and less than 2 years have expired since the termination of the person's employment with the State; or
 - (c) The person is employed by the Department of Transportation for a transportation project that is entirely funded by federal money and the term of the contract is for more than 4 years,
 - ↳ unless the using agency submits a written disclosure to the State Board of Examiners indicating the services to be provided pursuant to the contract and the person who will be providing those services and, after reviewing the disclosure, the State Board of Examiners approves entering into a contract with the person. The requirements of this subsection apply to any person employed by a business or other entity that enters into a contract to provide services for a using agency if the person will be performing or producing the services for which the business or entity is employed.
 2. The provisions of paragraph (b) of subsection 1 apply to employment through a temporary employment service. A temporary employment service providing employees for a using agency shall provide the using agency with the names of the employees to be provided to the agency. The State Board of Examiners shall not approve a contract pursuant to paragraph (b) of subsection 1 unless the Board determines that one or more of the following circumstances exist:
 - (a) The person provides services that are not provided by any other employee of the using agency or for which a critical labor shortage exists; or
 - (b) A short-term need or unusual economic circumstance exists for the using agency to contract with the person.
 3. The approval by the State Board of Examiners to contract with a person pursuant to subsection 1:
 - (a) May occur at the same time and in the same manner as the approval by the State Board of Examiners of a proposed contract pursuant to subsection 7 of NRS 333.700; and
 - (b) Must occur before the date on which the contract becomes binding on the using agency.
 4. A using agency may contract with a person pursuant to paragraph (a) or (b) of subsection 1 without obtaining the approval of the State Board of Examiners if the term of the contract is for less than 4 months and the head of the using agency determines that an emergency exists which necessitates the contract. If a using agency contracts with a person pursuant to this subsection, the using agency shall submit a copy of the contract and a description of the emergency to the State Board of Examiners, which shall review the contract and the description of the emergency and notify the using agency whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection.
 5. Except as otherwise provided in subsection 9, a using agency shall, not later than 10 days after the end of each fiscal quarter, report to the Interim Finance Committee concerning all contracts to provide services for the using agency that were entered into by the using agency during the fiscal quarter with a person who is a current or former employee of a department, division or other agency of this State.
 6. Except as otherwise provided in subsection 9, a using agency shall not contract with a temporary employment service unless the contracting process is controlled by rules of open competitive bidding.
 7. Each board or commission of this State and each institution of the Nevada System of Higher Education that employs a consultant shall, at least once every 6 months, submit to the Interim Finance Committee a report setting forth:
 - (a) The number of consultants employed by the board, commission or institution;
 - (b) The purpose for which the board, commission or institution employs each consultant;
 - (c) The amount of money or other remuneration received by each consultant from the board, commission or institution; and
 - (d) The length of time each consultant has been employed by the board, commission or institution.
 8. A using agency, board or commission of this State and each institution of the Nevada System of Higher Education:
 - (a) Shall make every effort to limit the number of contracts it enters into with persons to provide services which have a term of more than 2 years and which are in the amount of less than \$1,000,000; and
 - (b) Shall not enter into a contract with a person to provide services without ensuring that the person is in active and good standing with the Secretary of State.
 9. The provisions of subsections 1 to 6, inclusive, do not apply to:
 - (a) The Nevada System of Higher Education or a board or commission of this State.
 - (b) The employment of professional engineers by the Department of Transportation if those engineers are employed for a transportation project that is entirely funded by federal money.
 - (c) Contracts in the amount of \$1,000,000 or more entered into:
 - (1) Pursuant to the State Plan for Medicaid established pursuant to NRS 422.271.
 - (2) For financial services.
 - (3) Pursuant to the Public Employees' Benefits Program.
 - (d) The employment of a person by a business or entity which is a provider of services under the State Plan for Medicaid and which provides such services on a fee-for-service basis or through managed care.
- (Added to NRS by 2013, 47)

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 20, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Brenda Berry, Budget Analyst *BB*
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.

Department of Health and Human Services – Division of Public and Behavioral Health

Agenda Item Write-up:

Pursuant to NRS 333.705, the Division Public and Behavioral Health requests authorization to contract with three former state employees to assist the Bureau of Health Care Quality and Compliance to meet federal Centers for Medicare and Medicaid Services grant requirements and to assist with training new medical facility inspectors.

Additional Information:

Due to staff turnover and vacancies, the Division of Public and Behavioral Health (DPBH) is requesting to contract with three former state employees who are fully versed in federal grant protocols. These contracted staff will help DPBH meet facility inspection requirements mandated by the federal Centers for Medicare and Medicaid Services (CMS) grant. They will also help train new staff to perform facility inspections which, depending on facility type, takes between three and twelve months. These contractors will be paid with Health Facility Licensing fees from BA3216, Health Facilities Hospital Licensing.

The severity of a filed complaint determines the response time required which could be in as little as 48 hours. Inspections are required for hospitals, critical access hospitals, long-term acute care hospitals, home health agencies, hospices, ambulatory surgery centers, long-term care facilities, etc.

Statutory Authority:
NRS 333.705

REVIEWED: <u> YH </u>
ACTION ITEM: <u> 4B </u>

STATE OF NEVADA

BRIAN SANDOVAL
Governor

ROMAINE GILLILAND
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH**

4150 Technology Way, Suite 300

Carson City, Nevada 89706

Telephone: (775) 684-4200 · Fax: (775) 684-4211

October 20, 2014

TO: Brenda Berry, Budget Analyst IV
Department of Administration

FROM: Richard Whitley, Administrator
Division of Public and Behavioral Health

SUBJECT: Request to Contract with Former Employees

Pursuant to Section 0323 of the State Administrative Manual, the Division of Public and Behavioral Health requests approval from the Board of Examiners to contract, through a temporary employment agency, three former state employees.

Attached are Authorization to Contract with a Former Employee forms for Diane Allen, Marie Fish-DeWitt and Lynn Solano, RN. Please place this request and the related forms on the November 12, 2014 Board of Examiners' agenda.

If approved, these individuals, who are fully versed in federal grant protocols, will assist with facility inspections and help train new employee-inspectors. Depending on the facility type, training takes between three and twelve months. Although hiring has been ongoing and many positions have been filled, ten vacancies remain. Depending on the severity of a filed complaint, an inspection response may be required in as little as 48 hours. Inspections are required for hospitals, critical access hospitals, long-term acute care hospitals, home health agencies, hospices, ambulatory surgery centers, long-term care facilities and many others.

Authorization to Contract with a Former Employee

Former Employee Name: Diane Allen
Former Employee ID number: 04455
Former Job Title: Health Facility Inspection Manager
Former Employing Agency: Bureau of Health Care Quality and Compliance
Former Class and Grade: RN Grade 40 step 10
Employment Dates: 11/25/91 - 1/5/13
Contracting Agency: Bureau of Health Care Quality and Compliance

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.


Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Assist with the Federal workload that is required through the CMS grant. Assist with the training of new inspectors in each of the facility types that require specific training for inspection.
b. Document former job description.	Over-site of the CMS Federal workload and assisted with inspections when necessary to assist with workload.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	This employee is being requested as she has the Federal training to assist with Long Term Care Facility inspections, Hospital inspections and complaint investigation inspections in these facility types. She also has the experience to assist with training of new staff in a limited capacity. It takes about 12 months for new inspectors to become comfortable with the inspection process. The time period of transfer of knowledge for the basic qualification for Long Term Care Inspections is 6 months, other facility types will require approximately 3 months of training and several inspections with a trainer following the training, this includes ICF/ID, Hospitals, Critical Access Hospitals, Home Health Agencies, Hospices, Ambulatory Surgery Centers, Out Patient Therapy Clinics, Rural Health Centers, End State Renal Dialysis Facilities and Long Term Acute Care Hospital.
d. Explain why existing State employees within your agency cannot perform this function.	There has been many staff hired in the past year to fill the vacancies left by staff who has retired. While their training is in process and they are learning the Long Term Care Facility inspection process, they still require further training and are unsure of themselves. These same inspectors have not all taken the required Long Term Care Facility training through the Federal program that is required for them to be minimally qualified to conduct these inspections as part of a team or alone. Currently we still have 7 vacancies for RNs and 3 vacancies for

	<p>generalist inspectors. The facilities that require the Federal inspection process have approximately 900 complaints a year. 30% of these are related to Long Term Care, 30% of them Hospitals and the last 30% among the other facility types. Depending on the priority of the complaint, there could be the Immediate Jeopardy complaint which requires action within 48 hours. Non-immediate jeopardy High complaints that require action in 10 days, Non-immediate Jeopardy Medium complaints that require action within 45 days and the Low priority complaints that have a longer timeline, unless there are 3 or more at the same facility.</p> <p>There are currently 53 Skilled Nursing Facilities and 8 ICF/ID Facilities (requiring inspection each 12 months). There are currently 52 Hospitals, 10 Critical Access Hospitals and 10 Psychiatric Hospitals (requiring inspection each 18 months) There are 139 Home Health Agencies, 37 Hospice Agencies and 5 Inpatient Hospice Facilities (requiring inspection each 18 months) There are 10 Out Patient Therapy Clinics, 10 CORF and 11 RHCs (requiring inspection each 18 months) There are 73 Ambulatory Surgery Centers (requiring inspection each 12 months). There are 49 End Stage Renal Dialysis Facilities (requiring inspection each 18 months)</p> <p>The fastest growing facility types that we see applications come in each week are Home Health Agencies and Hospices,</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>No, there is no familial relationship between the parties.</p>
<p>f. List contractor's hourly rate. Grade 37 step 10</p>	
<p>g. -</p>	
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	

i. Document justification for hiring contractor.	

Comments:

 for R. Whitley 10/17/2014

Contracting Agency Head's Signature and Date

Brenda Bledsoe 10/20/14

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name: Marie Fish-DeWitt
Former Employee ID number: 35301
Former Job Title: Health Facility Inspector II
Former Employing Agency: Bureau of Health Care Quality and Compliance
Former Class and Grade: RN Grade 37 step 10
Employment Dates: 02/13/06 – 5/8/14
Contracting Agency: Bureau of Health Care Quality and Compliance

Please check which of the following applies:

- Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Assist with the Federal workload that is required through the CMS grant. Assist with the training of new inspectors in each of the facility types that require specific training for inspection.
b. Document former job description.	Health Facility Inspector II provides inspections of health facilities using the Federal Grant protocols.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	This employee is being requested as she has the Federal training to assist with Long Term Care Facility inspections, Hospital inspections and complaint investigation inspections in these facility types. She also has the experience to assist with training of new staff in a limited capacity. It takes about 12 months for new inspectors to become comfortable with the inspection process. The time period of transfer of knowledge for the basic qualification for Long Term Care Inspections is 6 months, other facility types will require approximately 3 months of training and several inspections with a trainer following the training, this includes ICF/ID, Hospitals, Critical Access Hospitals, Home Health Agencies, Hospices, Ambulatory Surgery Centers, Out Patient Therapy Clinics, Rural Health Centers, End State Renal Dialysis Facilities and Long Term Acute Care Hospital.
d. Explain why existing State employees within your agency cannot perform this function.	There has been many staff hired in the past year to fill the vacancies left by staff who has retired. While their training is in process and they are learning the Long Term Care Facility inspection process, they still require further training and are unsure of themselves. These same inspectors have not all taken the required Long Term Care Facility training through the Federal program that is required for them to be minimally qualified to conduct these inspections as part of a team or alone. Currently we still have 7 vacancies for RNs and 3 vacancies for

	<p>generalist inspectors. The facilities that require the Federal inspection process have approximately 900 complaints a year. 30% of these are related to Long Term Care, 30% of them Hospitals and the last 30% among the other facility types. Depending on the priority of the complaint, there could be the Immediate Jeopardy complaint which requires action within 48 hours. Non-immediate jeopardy High complaints that require action in 10 days, Non-immediate Jeopardy Medium complaints that require action within 45 days and the Low priority complaints that have a longer timeline, unless there are 3 or more at the same facility.</p> <p>There are currently 53 Skilled Nursing Facilities and 8 ICF/ID Facilities (requiring inspection each 12 months). There are currently 52 Hospitals, 10 Critical Access Hospitals and 10 Psychiatric Hospitals (requiring inspection each 18 months) There are 139 Home Health Agencies, 37 Hospice Agencies and 5 Inpatient Hospice Facilities (requiring inspection each 18 months) There are 10 Out Patient Therapy Clinics, 10 CORF and 11 RHCs (requiring inspection each 18 months) There are 73 Ambulatory Surgery Centers (requiring inspection each 12 months). There are 49 End Stage Renal Dialysis Facilities (requiring inspection each 18 months)</p> <p>The fastest growing facility types that we see applications come in each week are Home Health Agencies and Hospices,</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate <u>NAC 284.750.</u></p>	<p>No, there is no familial relationship between the parties.</p>
<p>f. List contractor's hourly rate. Grade 37 step 10</p>	
<p>g. -</p>	
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	

i. Document justification for hiring contractor.	
--	--

Comments:

 for R. Whitley 10/17/2014
Contracting Agency Head's Signature and Date

 10-20-14
Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name: Lynn Solano RN
Former Employee ID number: 34144
Former Job Title: Health Facility Inspector II
Former Employing Agency: Bureau of Health Care Quality and Compliance
Former Class and Grade: RN Grade 37 step 10
Employment Dates: 8/15/05 – 5/8/14 (previous service UMC)
Contracting Agency: Bureau of Health Care Quality and Compliance

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Assist with the Federal workload that is required through the CMS grant. Assist with the training of new inspectors in each of the facility types that require specific training for inspection.
b. Document former job description.	Health Facility Inspector II provides inspections of health facilities using the Federal Grant protocols.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	This employee is being requested as she has the Federal training to assist with Long Term Care Facility inspections, Hospital inspections and complaint investigation inspections in these facility types. She also has the experience to assist with training of new staff in a limited capacity. It takes about 12 months for new inspectors to become comfortable with the inspection process. The time period of transfer of knowledge for the basic qualification for Long Term Care Inspections is 6 months, other facility types will require approximately 3 months of training and several inspections with a trainer following the training, this includes ICF/ID, Hospitals, Critical Access Hospitals, Home Health Agencies, Hospices, Ambulatory Surgery Centers, Out Patient Therapy Clinics, Rural Health Centers, End State Renal Dialysis Facilities and Long Term Acute Care Hospital.
d. Explain why existing State employees within your agency cannot perform this function.	There has been many staff hired in the past year to fill the vacancies left by staff who has retired. While their training is in process and they are learning the Long Term Care Facility inspection process, they still require further training and are unsure of themselves. These same inspectors have not all taken the required Long Term Care Facility training through the Federal program that is required for them to be minimally qualified to conduct these inspections as part of a team or alone. Currently we still have 7 vacancies for RNs and 3 vacancies for

9

	<p>generalist inspectors. The facilities that require the Federal inspection process have approximately 900 complaints a year. 30% of these are related to Long Term Care, 30% of them Hospitals and the last 30% among the other facility types. Depending on the priority of the complaint, there could be the Immediate Jeopardy complaint which requires action within 48 hours. Non-immediate jeopardy High complaints that require action in 10 days, Non-immediate Jeopardy Medium complaints that require action within 45 days and the Low priority complaints that have a longer timeline, unless there are 3 or more at the same facility.</p> <p>There are currently 53 Skilled Nursing Facilities and 8 ICF/ID Facilities (requiring inspection each 12 months). There are currently 52 Hospitals, 10 Critical Access Hospitals and 10 Psychiatric Hospitals (requiring inspection each 18 months) There are 139 Home Health Agencies, 37 Hospice Agencies and 5 Inpatient Hospice Facilities (requiring inspection each 18 months) There are 10 Out Patient Therapy Clinics, 10 CORF and 11 RHCs (requiring inspection each 18 months) There are 73 Ambulatory Surgery Centers (requiring inspection each 12 months). There are 49 End Stage Renal Dialysis Facilities (requiring inspection each 18 months)</p> <p>The fastest growing facility types that we see applications come in each week are Home Health Agencies and Hospices,</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>No, there is no familial relationship between the parties.</p>
<p>f. List contractor's hourly rate. Grade 37 step 10</p>	
<p>g. -</p>	
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	

i. Document justification for hiring contractor.	

Comments:

[Handwritten Signature] for R. Whitley 10/17/2014
Contracting Agency Head's Signature and Date

Brenda Berkey 10-20-14
Budget Analyst

Clerk of the Board of Examiners

11

Brian Sandoval
Governor



Julia Teska
State Budget Director


Janet Murphy
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 | Fax: (775) 684-0260

Date: September 30, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Melanie Young, Budget Analyst 
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.

Department of Taxation

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Taxation requests authority to contract with a former employee. To provide services for the Net Proceeds of Mineral Tax, by establishing certified values, defend appealed values to the State Board of Equalization and staff training. The contract period is upon approval until April 30, 2015

Pursuant to NRS 333.705, the Department of Taxation requests authority to contract with a former employee. To provide training on the preparation of the yearly Cost of Capital/Discount Rate studies on the Utility, Airlines, Railroad and Alternatives Energy Industries, review the current studies, and expert witness services in contested cases concerning cost of capital and discount disputes. The anticipated contract period is upon approval to June 30, 2015.

Additional Information:

The Department of Taxation is requesting to contract with two employees. Additionally, Taxation has requested an enhancement decision unit for these two employees to continue services in the 15-17 biennium.

Statutory Authority:

NRS 333.705

REVIEWED: 

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
4600 Kietzke Lane
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 G. 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

MEMORANDUM

Date: September 23, 2014
To: Melanie Young, Budget Analyst
Department of Administration
From: Rick Gimlin, Administrative Services Officer *RG*
Subject: Contract with Former State Employees

Under the provision of section 0323 of the State Administrative Manual, the Department of Taxation requests approval to employ two former employees. Both employees would be employed through one of the four state authorized temporary employment services. Mr. Tom Gransbery would assist with certification and billing of the Net Proceeds of Minerals Tax, Mr. Lew DeWeese would assist training staff on how to prepare yearly Cost of Capital/Discount Rate studies.

NRS 362.130 requires the Department of Taxation to certify the Net Proceeds of Minerals Tax by April 30th. The Division of Local Government Services is responsible for this certification and billing. Specialized knowledge required to complete the certification is not available in other Divisions. Due to the deadline of completion by April 30th, and the lack of trained staff, there is insufficient staff to handle the volume in the timeframe required.

Revenue to the State Debt Fund generated by property tax on centrally-assessed properties is estimated to be about \$9.7 million, based on a total assessed value of \$5,753,330,618 for FY 2014-15 secured roll and 2013-14 unsecured roll. The total taxes generated are about \$179.5 million less abatements. Due to significant turnover of utility analysts in the centrally-assessed section (71% since January, 2013), there is currently no one trained in the research and development of capitalization rate studies.

Please contact me at 775-684-2071 or gimlin@tax.state.nv.us if you have any questions or need additional information.

C: Terry Rubald, Deputy Executive Director, Local Government Services

Authorization to Contract with a Former Employee

Former Employee Name: Tom Gransbery
Former Employee ID number: 004626
Former Job Title: Budget Analyst 3
Former Employing Agency: Taxation
Former Class and Grade: 7.620, grade 38, step 10
Employment Dates: 10/30/89 to 7/6/13
Contracting Agency: Taxation

<p>Please check which of the following applies:</p> <p><input checked="" type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.</p> <p><input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.</p>	
<p>a. Summarize scope of contract work.</p>	<p>The contract work consists of performing desk reviews of net proceeds of minerals tax returns, establishing certified values for net proceeds taxes, defending said values if appealed to the State Board of Equalization, and training staff in net proceeds procedures.</p>
<p>b. Document former job description.</p>	<p>Supervisor, Local Government Finance Section – Directed the workflow of the Section, and supervised the review, analysis and appraisal of tentative budgets and other financial documentation of local governments, oversaw revenue projections, published property tax rates, reviewed and approved medium-term financing requests, worked with local governments in financial difficulty. Mr. Gransbery was in Local Government Finance from about 2004-2013. Prior to that, he worked in the Centrally-Assessed Section as a mining appraiser from about 1993 to 2004.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Yes, he has specialized knowledge of the net proceeds of minerals tax certification process.</p> <p>No, there is no contract clause.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>NRS 362.130 requires the Department of Taxation to certify the Net proceeds of minerals tax by April 30th. The Division of Local Government Services is responsible for this certification and billing. Specialized knowledge required to complete the certification is not available in other Divisions. Due to the deadline of completion by April 30th, and the lack of staff due to vacancies, there is insufficient staff to handle the volume in the timeframe required</p>

<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>There is no familial relationship and there will be no violation of NAC 284.750.</p>
<p>f. List contractor's hourly rate.</p>	<p>\$34 per hour plus temporary agency fee, total estimated cost per hour: \$44.20.</p>
<p>g. List the range of comparable State employee rates.</p>	<p>Hourly wage for a grade 34, employee/employer paid retirement, ranges from \$20.90 per hour for a step 1 to \$30.99 per hour for a step 10.</p>
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	<p>The rate charged by the individual does not exceed the range for Appraiser II, Mining Appraiser. The contract has not been limited as a result.</p>
<p>i. Document justification for hiring contractor.</p>	<p>Revenue to the State Debt Fund generated by Net proceeds of minerals tax in 2012-13 was \$8,715,444 and for the State General Fund, \$119,656,553. Two mining appraisers are assigned the duties related to desk review and certification of the tax. One of the appraisers, Erin McMurtrey, left state service on February 14. While the supervisor and the remaining appraiser will do all they can to cover the work, a contractor experienced in the process will ensure we can certify, bill, and collect the proper amount in a timely and accurate manner. Certification must be completed by April 30th, so the time is extremely short to do all the steps required in the process.</p>

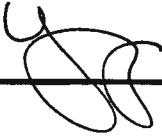
Comments:

The Department anticipates Mr. Gransbery will be employed by one of the four state authorized temporary employment services. He would begin work after the approved authorization and would work through April 30, 2015. Maximum value of payments is estimated at \$17,680, which is 400 hours @ \$44.20 per hour.



9.23.14

Contracting Agency Head's Signature and Date

Melanie 

9/30/14

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name: Lew DeWeese
Former Employee ID number: 004765
Former Job Title: Management Analyst 3
Former Employing Agency: Taxation
Former Class and Grade: 7.624, grade 37, step 10
Employment Dates: 08/25/2003 - 12/04/2012
Contracting Agency: Taxation

Please check which of the following applies:

- Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	The contract work consists of: (1) Training staff on how to prepare yearly Cost of Capital/Discount Rate studies on the Utility, Airlines, Railroad and Alternative Energy Industries and review of current studies for accuracy and consistency: 6 weeks (2) Expert witness in contested cases concerning cost of capital and discount rate disputes, as needed but not greater than 3 weeks.
b. Document former job description.	Management Analyst III, Supervisor of the Publications and Education Section; design and conduct a variety of studies, research and analyses related to property tax issues; recommend courses of action for the Department to take concerning property tax issues; prepare and publish reports of the Division; and administer the appraiser certification and continuing education program. In particular, the position was responsible for the development and publishing of the capitalization rate studies used to value centrally-assessed utilities, transportation, and alternative energy companies.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes, he has specialized knowledge of the research, development, and publication of capitalization rate studies. No there is no contract clause.
d. Explain why existing State employees within your agency cannot perform this function.	The purpose of the contract is to provide the training necessary to enable existing employees to perform the function. Due to turnover, there is currently no one on staff who has the knowledge and skill to prepare capitalization rate studies.

6

<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>There is no familial relationship and there will be no violation of NAC 284.750.</p>
<p>f. List contractor's hourly rate.</p>	<p>\$40.00 per hour plus temporary agency fee, total estimated cost per hour: \$52.00.</p>
<p>g. List the range of comparable State employee rates.</p>	<p>Nevada Public Utility Commission (PUCN) Financial Analysts and Regulatory Economist range from \$81,680 to \$87,667 (\$40-43 per hour); a management analyst IV, grade 39-10 earns \$38.86 per hour, plus benefits.</p>
<p>h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	<p>The rate charged by the individual does not exceed the range for PUCN Financial Analyst or Regulatory Economist. The contract has not been limited as a result.</p>
<p>i. Document justification for hiring contractor.</p>	<p>Revenue to the State Debt Fund generated by property tax on centrally-assessed properties is estimated to be about \$9.7 million, based on a total assessed value of \$5,753,330,618 for FY 2014-15 secured roll and 2013-14 unsecured roll. The total taxes generated are about \$179.5 million less abatements.</p> <p>Approximately 11 distinct capitalization studies are performed annually for several industries, including gas-pipelines, electric companies, telecommunications, alternative energy, railroads. The weighted average cost of capital (WACC), as well as discount rates, is material and significant to the determination of the income indicator of value. The income indicator of value is used to establish the final taxable value for property tax purposes. The final value cannot be established without the capitalization studies. If a property is appealed, one of the typical disagreements will be over the development of the WACC.</p> <p>Due to significant turnover of utility analysts in the centrally-assessed section (71% since January, 2013), there is currently no one trained in the research and development of capitalization rate studies. The purpose of the contract is to train staff, review current published WACC and develop new ones as necessary. The contractor will also defend the WACC in appeals if necessary.</p>

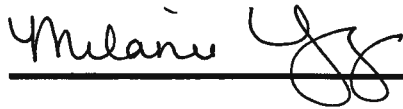
Comments:

The Department anticipates Mr. DeWeese will be employed by one of the four state authorized temporary employment services. He would begin work after the approved authorization and would work through June 30, 2015. Maximum value of payments is estimated at \$18,720, which is 360 hours @ \$52.00 per hour.



9.23.14

Contracting Agency Head's Signature and Date



9/30/14

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 20, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Carla Watson, Budget Analyst V
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 is also provided.

NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) - ADMINISTRATION

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, NDOT seeks approval to contract with the prime consulting firm of C.A. Group, Inc., who in turn will contract with a sub-consultant who is a former state employee for the following three agreements between NDOT and the C.A. Group, Inc.:

1. P429-13-015 – I-15/Tropicana Interchange Feasibility Study;
2. P294-11-015 – Environmental phase (NEPA) and preliminary engineering on SR 160 from SR 159 to 1.24 miles west of Mountain Springs; and
3. P466-14-816 – Safety Management Plan projects

Additional Information:

According to the department, it is in the best interest of the state to utilize the knowledge, skills and abilities of a 30-year career former employee as this former employee possesses a high level of knowledge of NDOT organizational, policies and procedures and traffic safety related skills. The department further indicates the former employee had no involvement in the preparation of the current SR 160 widening RFP, the Tropicana Interchange or the evaluation of either of these proposals.

Statutory Authority:

NRS 333.705

REVIEWED: <u> <i>al</i> </u>
ACTION ITEM: <u> <i>4D</i> </u>



1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7440
Fax: (775) 888-7201

MEMORANDUM

September 5, 2014

To: State of Nevada Board of Examiners
From: Rudy Malfabon, Director *Rudy Malfabon*
Subject: Authorization to Contract with a Former Employee

RECEIVED

OCT 07 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

SUMMARY

Pursuant to the State Administrative Manual Section 0323, the Department of Transportation requests authority to contract with a former employee. Mr. Ceragioli has contracted with the prime consulting firm, CA Group, and begins work with this firm on December 1, 2014. CA Group has been selected by NDOT through the RFP process and to complete multiple Safety Management Plans over a two year period. This contract is expected to go to the Transportation Board in October.

BACKGROUND

There were three consulting firms (Kimley-Horn, Wood Rodgers and CA Group) selected by the RFP process for the Safety Management Plans (SMP's). Safety on Nevada's roadways has been and remains a number one priority and the SMP's will be the next major effort in the reduction of fatalities and serious injuries on Nevada roadways. The SMP's are tied directly to the Highway Safety Improvement Program (HSIP) and the Nevada Strategic Highway Safety Plan (SHSP). In order to continue the success of these programs, NDOT intends to enter into contract with the three firms mentioned above to conduct SMP's over the next two years. CA Group has solicited Mr. Ceragioli to become a team member and it is in the best interest of the State to utilize the knowledge, skills and abilities of a 30 year career employee as this employee possesses a high level of knowledge of NDOT organizational, policies & procedure's and traffic safety related skills. Mr. Ceragioli's continued involvement in the SMP preparation will be a major benefit to the State and the CA Group as the NDOT Safety staff will be relatively new in their positions, his project knowledge will be extremely valuable.

NDOT currently has two contracts with CA Group which are also attached. This firm is currently hired to perform a feasibility study on I-15 at the Tropicana Avenue Interchange. This study will determine design alternatives for reconstruction of this interchange. This firm is also working on the design of widening of SR 160 west of SR 159, the cut-off to Red Rock. Mr. Ceragioli was the NDOT project manager on previous SR 160 widening projects. Mr. Ceragioli was not involved in the preparation of the current SR 160 widening RFP, the Tropicana Interchange or the evaluation of either of these proposals.

RECOMMENDATION

We respectfully request your consideration for approval for CA Group to enter into contract with Mr. Ceragioli to be a team member of the NDOT SMP projects and other projects discussed in the Former Employee Form.

Authorization to Contract with a Former Employee

Former Employee Name: James Ceragioli
Former Employee ID number: 05933
Former Job Title: Senior Safety Coordinator
Former Employing Agency: Nevada Department of Transportation
Former Class and Grade: 40-10
Employment Dates: 11/04/1987 – 10/03/2014
Contracting Agency: Nevada Department of Transportation

Please check which of the following applies:

- Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	<ul style="list-style-type: none"> • Senior Safety Engineering consulting in the generation of NDOT's Safety Management Plans. • Engineering Services to complete the technical support for Design-Build or Construction Manager at Risk (CMAR) delivery and/or Final Design for Design Bid-Build delivery of SR 160 widening. • I-15/Tropicana Interchange Feasibility Study.
b. Document former job description.	Senior Safety Coordinator responsible for supervising the implementation and activities identified in the Highway Safety Improvement Program (HSIP), responsibilities including: supervising 8 safety engineering staff, HSIP project development, HSIP funding, HSIP project schedules, working with other NDOT divisions and other state and local entities while supervising the activities identified in the HSIP. The main goal of the HSIP is to reduce fatal and serious injuries on all of Nevada's roadways.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	<p>Jim Ceragioli is being hired due to his expertise in the field of Safety Engineering, Safety Planning and HSIP knowledge. Jim's involvement with the Nevada Safety Management Plans will increase the team's capacity, efficiency, and effectiveness.</p> <p>No, there is no contract clause.</p>
d. Explain why existing State employees within your	An employee with Safety Engineering Division is the NDOT Project Manager. The function under discussion is

agency cannot perform this function.	with the consultant as a team member.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750 .	There is no relationship between the individual overseeing the contract and the former employee.
f. List contractor's hourly rate.	N/A
g. List the range of comparable State employee rates.	N/A
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	N/A
i. Document justification for hiring contractor.	Jim's involvement with the Nevada Safety Management Plans will increase the efficiency and effectiveness. NDOT Safety Engineering has insufficient staff for this workload.

Comments:

Ruby Morgan 10-6-14

Contracting Agency Head's Signature and Date

C. [Signature] 10/28/14

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor




Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: November 3, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Julie Strandberg, Budget Analyst 
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 ADMINISTRATION
DIVISION OF HUMAN RESOURCE MANAGEMENT

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Division of Human Resource Management seeks approval to contract with two former employees, for approximately one month, to conduct a classification study of current and proposed unclassified positions and make salary tier adjustments.

Additional Information:

These contractors formerly served as Classification Analysts in the Classification Unit and acquire the knowledge to analyze the classification questionnaires and make informed comparisons among positions, as well as tier level descriptions in assigning positions to particular salary tier levels.

Statutory Authority:

NRS 333.705

REVIEWED: 
ACTION ITEM: _____

Authorization to Contract with a Former Employee

Former Employee Name: Mary Day
Former Employee ID number: 12957
Former Job Title: Supervisory Personnel Analyst
Former Employing Agency: Dept. of Admin./Division of HR Management
Former Class and Grade: 38/10
Employment Dates: 02/13/1995
Contracting Agency: Division of Human Resource Management


Please check which of the following applies:

- Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

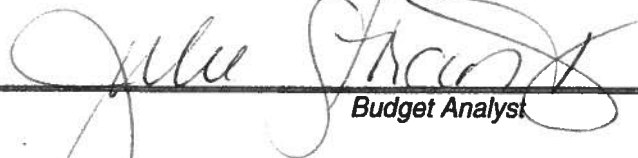
a. Summarize scope of contract work.	Classify positions in the unclassified and classified service and recommend salary tier levels.
b. Document former job description.	Supervisor of the Classification Unit of the Division of Human Resource Management.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	This former employee has the specialized knowledge required to complete the required work. She worked as a Classification Analyst and as the Classification Unit's Supervisor for all of her years as a State employee.
d. Explain why existing State employees within your agency cannot perform this function.	Due to the limited time to complete the study and the current lack of experienced staff in the Classification Unit, it is necessary to contract with non-state employees.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate	No relation.

<u>NAC 284.750.</u>	
f. List contractor's hourly rate.	\$50.00 per hour
g. List the range of comparable State employee rates.	\$22.80 - 33.91 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	<p>This is a very specialized body of knowledge and the former employee is also familiar with the organization and reporting relationships of the Executive Branch. Other government agencies in Nevada are paying approximately \$42/hour for employees performing similar work. With the addition of benefits and retirement the hourly rate for these employees could easily equate to \$54.60/hour.</p> <p>The contract term has been limited due to when the deliverables are required.</p>
i. Document justification for hiring contractor.	Due to the limited time to complete the study and the current lack of experienced staff in the Classification Unit, it is necessary to contract with non-state employees.

Comments:



 Contracting Agency Head's Signature and Date



 Budget Analyst

 Clerk of the Board of Examiners

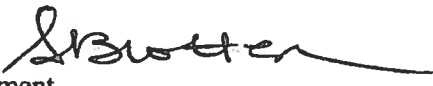


STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management
100 N. Stewart Street, Suite 200 | Carson City, Nevada 89701
Phone: (775) 684-0150 | www.hr.nv.gov | Fax: (775) 684-0124

October 23, 2014

MEMORANDUM

TO: Julia Teska, Director
Department of Administration

FROM: Shelley Blotter, Deputy Administrator 
Division of Human Resource Management

SUBJECT: CONTRACT WITH FORMER STATE EMPLOYEE – EXCEPTION
REQUEST FOR BOARD OF EXAMINER APPROVAL

At the request of the Governor's Office, the Division of Human Resource Management will be conducting a study of positions allocated to the unclassified service and classified positions which meet one of the following criteria: Director, Deputy Director, Administrator, Deputy Administrator, Bureau Chief, or professional with specialized skills. The primary outcome of this study will be to recommend the appropriate salary tier for these positions.

In order for the study and salary recommendations to be included into the FY16-17 budget recommendation, it must be completed prior to October 30, 2014. Due to the retirement of experienced staff in the Division's Classification Unit and the short timeframe for completion of the study, the Division is requesting an exception from the requirement for Board of Examiners approval prior to contracting with two former State employees, Mary Day and Brenda Harvey. Mary Day worked as a Personnel Analyst III and was the Supervisory Personnel Analyst in the Classification Unit for approximately 19 years. Brenda Harvey worked as a Personnel Analyst III in the Classification Unit for approximately 11 years. These individual's depth of knowledge with the State's Executive Branch and their experience with the State classification and compensation system will provide the knowledge, skills, and abilities necessary to supplement our current staff to achieve the outcome requirements.

Thank you for your consideration. Please do not hesitate to contact me at sblotter@admin.nv.gov or (775) 684-0105, or Lee-Ann Easton at (775) 684-0101 or leaston@admin.nv.gov.

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Brenda Harvey</u>
Former Employee ID number:	<u>28068</u>
Former Job Title:	<u>Personnel Analyst III</u>
Former Employing Agency:	<u>Dept. of Admin./Division of HR Management</u>
Former Class and Grade:	<u>36/10</u>
Employment Dates:	<u>03/31/2003</u>
Contracting Agency:	<u>Division of Human Resource Management</u>

Please check which of the following applies:

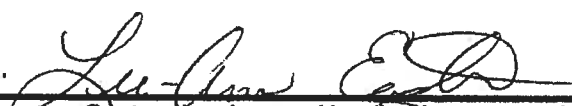
Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

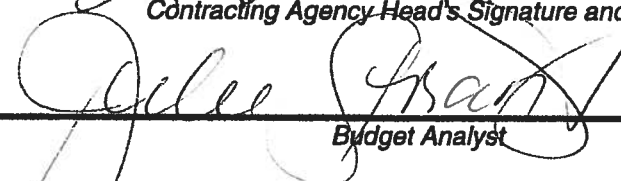
Please check which of the following applies:	
a. Summarize scope of contract work.	Classify positions in the unclassified and classified service and recommend salary tier levels.
b. Document former job description.	Personnel Analyst III in the Classification Unit of the Division of Human Resource Management.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	This former employee has the specialized knowledge required to complete the required work. She worked as a Classification Analyst for all of her years as a State employee.
d. Explain why existing State employees within your agency cannot perform this function.	Due to the limited time to complete the study and the current lack of experienced staff in the Classification Unit, it is necessary to contract with non-state employees.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate	No relation.

<u>NAC 284.750.</u>	
f. List contractor's hourly rate.	\$50.00 per hour
g. List the range of comparable State employee rates.	\$22.80 - 33.91 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	<p>This is a very specialized body of knowledge and the former employee is also familiar with the organization and reporting relationships of the Executive Branch. Other government agencies in Nevada are paying approximately \$42/hour for employees performing similar work. With the addition of benefits and retirement the hourly rate for these employees could easily equate to \$54.60/hour.</p> <p>The contract term has been limited due to when the deliverables are required.</p>
i. Document justification for hiring contractor.	Due to the limited time to complete the study and the current lack of experienced staff in the Classification Unit, it is necessary to contract with non-state employees.

Comments:



 Contracting Agency Head's Signature and Date



 Budget Analyst

 Clerk of the Board of Examiners

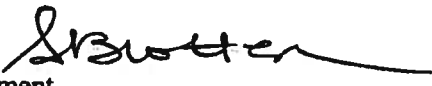


STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management
100 N. Stewart Street, Suite 200 | Carson City, Nevada 89701
Phone: (775) 684-0150 | www.hr.nv.gov | Fax: (775) 684-0124

October 23, 2014

MEMORANDUM

TO: Julia Teska, Director
Department of Administration

FROM: Shelley Blotter, Deputy Administrator 
Division of Human Resource Management

SUBJECT: CONTRACT WITH FORMER STATE EMPLOYEE – EXCEPTION
REQUEST FOR BOARD OF EXAMINER APPROVAL

At the request of the Governor's Office, the Division of Human Resource Management will be conducting a study of positions allocated to the unclassified service and classified positions which meet one of the following criteria: Director, Deputy Director, Administrator, Deputy Administrator, Bureau Chief, or professional with specialized skills. The primary outcome of this study will be to recommend the appropriate salary tier for these positions.

In order for the study and salary recommendations to be included into the FY16-17 budget recommendation, it must be completed prior to October 30, 2014. Due to the retirement of experienced staff in the Division's Classification Unit and the short timeframe for completion of the study, the Division is requesting an exception from the requirement for Board of Examiners approval prior to contracting with two former State employees, Mary Day and Brenda Harvey. Mary Day worked as a Personnel Analyst III and was the Supervisory Personnel Analyst in the Classification Unit for approximately 19 years. Brenda Harvey worked as a Personnel Analyst III in the Classification Unit for approximately 11 years. These individual's depth of knowledge with the State's Executive Branch and their experience with the State classification and compensation system will provide the knowledge, skills, and abilities necessary to supplement our current staff to achieve the outcome requirements.

Thank you for your consideration. Please do not hesitate to contact me at sblotter@admin.nv.gov or (775) 684-0105, or Lee-Ann Easton at (775) 684-0101 or leaston@admin.nv.gov.

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 28, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Eric H. King, Budget Analyst IV *E.H.K.*
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 ADMINISTRATION – BOARD OF EXAMINERS – STATUTORY
CONTINGENCY ACCOUNT**

Agenda Item Write-up:

Pursuant to NRS 353.268, the Department of Administration is requesting a \$1,500,000 allocation from the Interim Finance Committee Contingency account to replenish the Reserve for Statutory Contingency Account.

Additional Information:

The Statutory Contingency Account has a current balance of \$119,915 as of October 25, 2014. Additional payments are projected for the remainder of fiscal year 2015 in the amount of \$1,530,174 for an anticipated shortfall of \$1,421,030. In order to make timely payments for approved claims from the Reserve for Statutory Contingency Account, an allocation from the contingency account is requested in the amount of \$1,500,000.

A summary of the current fiscal year's activity in the Reserve for Statutory Contingency Account and projected claims is attached.

Statutory Authority:

NRS 353.268

REVIEWED: _____
ACTION ITEM: _____

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Account.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Account.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

NRS 353.264 Reserve for Statutory Contingency Account.

1. The Reserve for Statutory Contingency Account is hereby created in the State General Fund.

2. The State Board of Examiners shall administer the Reserve for Statutory Contingency Account. The money in the Account must be expended only for:

(a) The payment of claims which are obligations of the State pursuant to NRS 41.03435, 41.0347, 621.025, 176.485, 179.310, 212.040, 212.050, 212.070, 281.174, 282.290, 282.315, 288.203, 293.253, 293.405, 353.120, 353.262, 412.154 and 475.235;

(b) The payment of claims which are obligations of the State pursuant to:

(1) Chapter 472 of NRS arising from operations of the Division of Forestry of the State Department of Conservation and Natural Resources directly involving the protection of life and property; and

(2) NRS 7.155, 34.750, 176A.640, 179.225 and 213.153,

↪ except that claims may be approved for the respective purposes listed in this paragraph only when the money otherwise appropriated for those purposes has been exhausted;

(c) The payment of claims which are obligations of the State pursuant to NRS 41.0349 and 41.037, but only to the extent that the money in the Fund for Insurance Premiums is insufficient to pay the claims; and

(d) The payment of claims which are obligations of the State pursuant to NRS 535.030 arising from remedial actions taken by the State Engineer when the condition of a dam becomes dangerous to the safety of life or property.

3. The State Board of Examiners may authorize its Clerk or a person designated by the Clerk, under such circumstances as it deems appropriate, to approve, on behalf of the Board, the payment of claims from the Reserve for Statutory Contingency Account. For the purpose of exercising any authority granted to the Clerk of the State Board of Examiners or to the person designated by the Clerk pursuant to this subsection, any statutory reference to the State Board of Examiners relating to such a claim shall be deemed to refer to the Clerk of the Board or the person designated by the Clerk.

(Added to NRS by 1963, 1110; A 1964, 11; 1965, 1416; 1967, 1471; 1968, 22, 54; 1969, 640, 1015; 1973, 170; 1975, 345, 514, 896, 1489; 1977, 229, 238, 421, 816, 1011, 1540; 1979, 341, 1166, 1737; 1981, 486, 631, 1690, 1872; 1983, 181, 1090; 1985, 545, 617, 1237; 1987, 112, 1613; 1989, 309; 1991, 92, 1750, 1825; 1995, 865, 2640; 2001, 1079, 1088; 2003, 20, 1134; 2005, 414; 2007, 1187, 2623, 2624; 2013, 3676)

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 22, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Colleen Murphy, Budget Analyst IV
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.

JUDICIAL BRANCH – ADMINISTRATIVE OFFICE OF THE COURTS

Agenda Item Write-up:

Pursuant to NRS 353.268, the Administrative Office of the Courts requests an allocation of \$782,500 from the Interim Finance Committee Contingency Account for implementation of a Court of Appeals that will be effective January 1, 2015 should Question 1 on the November General Election Ballot be approved and ratified by the voters.

Additional Information:

SB463 of the 2013 Legislative Session provides for implementation of an intermediate appellate court, known as the Court of Appeals if Question 1 on the November General Election Ballot is ratified by the voters in the 2014 election. This bill outlines the basic framework of the Court of Appeals.

This action item is being placed on November BOE and December IFC agendas in the event the ballot question is passed. These agenda items will need to be withdrawn should the measure not pass.

Also note that a new budget account, BA 1489 - Court of Appeals, has been established in NEBS. This will also need to be removed should the ballot question not pass.

Statutory Authority:

NRS 1.010 & 1.020, 353.268

SB 463, 78th Legislative Session

SJR 14, 76th Legislative Session

REVIEWED: _____

ACTION ITEM: _____

Supreme Court of Nevada
ADMINISTRATIVE OFFICE OF THE COURTS



ROBIN SWEET
Director and
State Court Administrator

JOHN MCCORMICK
Assistant Court Administrator
Judicial Programs and Services

SCOTT SOSEBEE
Deputy Director
Information Technology

VERISE V. CAMPBELL
Deputy Director
Foreclosure Mediation

October 21, 2014

RECEIVED

OCT 22 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Julia Teska, State Budget Director
Department of Administration
Budget Division
209 E. Musser Street, Room 200
Carson City, NV 89701-4298

RE: Request for Funding from the Interim Finance Committee Contingency Fund

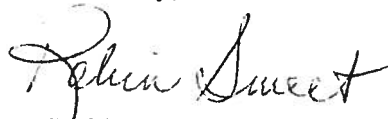
Dear Ms. Teska:

Please place a request for funding from the Interim Finance Committee Contingency Fund on the agenda of the December Board of Examiners' meeting in order to fund the implementation costs of the Court of Appeals **IF** Question 1 on the November General Election Ballot is approved and ratified by the voters to amend the Nevada Constitution to create the Court of Appeals. The total funding need, as submitted to staff of the Legislative Counsel Bureau on March 13, 2014 (attached) is estimated to be \$782,500.

Legislative history regarding this request can be found in Senate Joint Resolution No. 14 of the 76th Session of the Nevada Legislature, and Senate Bill 463, both of which were agreed to and passed by the 2013 Legislature and approved by the Governor.

Thank you in advance for your attention to this matter. Please contact me if additional information is required.

Sincerely,


Robin Sweet

RS:DB:db

Attachment

cc: Chief Justice Mark Gibbons
Associate Chief Justice Kristina Pickering
Associate Justices
Governor Brian Sandoval
Assembly Speaker Marilyn Kirkpatrick
Senate Majority Leader Mo Denis
Rick Combs, Director, Legislative Counsel Bureau
Mark Krmptic, Senate Fiscal Analyst
Cynthia Jones, Assembly Fiscal Analyst
Kristen Kolbe, Program Analyst, Legislative Counsel Bureau
Colleen Murphy, Budget Analyst IV, Budget Division

NRS 1.010 Courts of justice. [Effective through December 31, 2014, and after that date unless the provisions of Senate Joint Resolution No. 14 (2011) are approved and ratified by the voters at the 2014 General Election.] The following shall be the courts of justice for this State:

1. The Supreme Court.
2. The district courts.
3. Justice courts.
4. Such municipal courts as may from time to time be established by the Legislature in incorporated cities or towns.

[1:19:1865; B § 910; BH § 2425; C § 2508; RL § 4828; NCL § 8370]

NRS 1.010 Courts of justice. [Effective January 1, 2015, if the provisions of Senate Joint Resolution No. 14 (2011) are approved and ratified by the voters at the 2014 General Election.] The following shall be the courts of justice for this State:

1. The Supreme Court.
2. The Court of Appeals.
3. The district courts.
4. Justice courts.
5. Such municipal courts as may from time to time be established by the Legislature in incorporated cities or towns.

[1:19:1865; B § 910; BH § 2425; C § 2508; RL § 4828; NCL § 8370]—(NRS A 2013, 1709, effective January 1, 2015, if the provisions of Senate Joint Resolution No. 14 (2011) are approved and ratified by the voters at the 2014 General Election)

NRS 1.020 Courts of record. [Effective through December 31, 2014, and after that date unless the provisions of Senate Joint Resolution No. 14 (2011) are approved and ratified by the voters at the 2014 General Election.] The following courts are courts of record:

1. The Supreme Court;
2. The district courts;
3. The Justice courts; and
4. The municipal courts:
 - (a) In any case in which a jury trial is required; or
 - (b) If so designated pursuant to NRS 5.010.

[41:19:1865; B § 946; BH § 2460; C § 2541; RL § 4861; NCL § 8403]—(NRS A 1979, 1512; 1987, 1786; 1991, 160)

NRS 1.020 Courts of record. [Effective January 1, 2015, if the provisions of Senate Joint Resolution No. 14 (2011) are approved and ratified by the voters at the 2014 General Election.] The following courts are courts of record:

1. The Supreme Court;
2. The Court of Appeals;
3. The district courts;
4. The Justice courts; and
5. The municipal courts:
 - (a) In any case in which a jury trial is required; or
 - (b) If so designated pursuant to NRS 5.010.

[41:19:1865; B § 946; BH § 2460; C § 2541; RL § 4861; NCL § 8403]—(NRS A 1979, 1512; 1987, 1786; 1991, 160; 2013, 1709, effective January 1, 2015, if the provisions of Senate Joint Resolution No. 14 (2011) are approved and ratified by the voters at the 2014 General Election)

Senate Bill No. 463—Committee on Finance

CHAPTER.....

AN ACT relating to the State Judicial Department; providing for the implementation of an intermediate appellate court; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Senate Joint Resolution No. 14 of the 2011 Legislative Session proposes an amendment to the Nevada Constitution to create an intermediate appellate court, known as the Court of Appeals. If the Resolution is approved by the Legislature during the 2013 Legislative Session and ratified by the voters at the 2014 election, the Court of Appeals will consist of three judges, but the Legislature may by law increase the number of judges. The initial three judges must be appointed by the Governor from among three nominees for each seat chosen by the Commission on Judicial Selection. These initial judges will be appointed for a term of 2 years beginning on the first Monday of January of the year following the effective date of the constitutional amendment. After the initial terms, the judges of the Court of Appeals will be elected at the general election to serve a term of 6 years.

The Court of Appeals will have appellate jurisdiction in civil cases arising in district courts and in criminal cases within the original jurisdiction of the district courts. The Nevada Supreme Court must fix the jurisdiction of the Court of Appeals by rule and provide for the review of appeals decided by the Court of Appeals. In addition, the Nevada Supreme Court must provide by rule for the assignment of one or more judges of the Court of Appeals to devote a part of their time to serve as supplemental district judges, where needed.

This bill provides for the implementation of the Court of Appeals pursuant to the provisions of Senate Joint Resolution No. 14 of the 2011 Legislative Session.

EXPLANATION - Matter in *bolded italics* is new, matter between brackets ~~omitted material~~ is material to be omitted

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

Section 1. Title 1 of NRS is hereby amended by adding thereto a new chapter to consist of the provisions set forth as sections 2 to 27, inclusive, of this act.

Sec. 2. *The Court of Appeals shall consist of a Chief Judge and two associate judges. Each judge of the Court of Appeals hereafter elected or appointed must be commissioned by the Governor and, before entering upon the discharge of duties, shall take the constitutional oath of office.*

Sec. 3. 1. *A person may not be a candidate or be eligible for the office of judge of the Court of Appeals unless the person:*

(a) Has attained the age of 25 years.

(b) Is an attorney licensed and admitted to practice law in the courts of this State at the time of the election or appointment.



Crews, Deborah

From: Bjork, Deanna
Sent: Thursday, March 13, 2014 9:41 AM
To: 'Nakamoto, Michael'
Cc: 'jmohlenkamp@admin.nv.gov'; 'Combs, Rick'; 'Erdoes, Brenda'; 'Jones, Cindy'; 'Krpmotic, Mark'; 'Guindon, Russell'; 'Reel, Joe'; Sweet, Robin
Subject: RE: Request for Estimate of Financial Impact of Senate Joint Resolution 14 of the 2011 Session
Attachments: SJR 14 FISCAL IMPACT as of March 2014.pdf

Mr. Nakamoto,

I reviewed the projections and calculations for the amounts contained in the fiscal note provided to the Nevada Legislature while considering Senate Joint Resolution 14 during the 2013 Session. There are no significant changes to the original amounts provided; however, I did update the projections to include the Medicare tax for judges, and the Court's furlough policy for support staff in fiscal year 2015. I also recalculated the projections for fringe benefits in both fiscal year 2015 and in future biennia based on the rates established for fiscal year 2015.

Items of Revenue or Expense, or Both	Fiscal Year 2012-13	Fiscal Year 2013-14	Fiscal Year 2014-15	Effect on Future Biennia
Judicial Elected Officials Salaries (expense)	0	0	\$331,088	\$1,317,393
Supreme Court (expense)	0	0	\$444,163	\$1,683,112
Judicial Selection (expense)	0	0	\$7,162	0
Total	0	0	\$782,413	\$3,000,505

Attached are the projected costs by line item for both fiscal year 2015 and future biennia.

Please let me know if you have any questions or require additional information.

Deanna Bjork, Manager of Budgets

Supreme Court / Administrative Office of the Courts
201 S. Carson St., #250
Carson City, NV 89701-4702
(775) 684-1708 (voice)
(775) 684-1778 (fax)
dbjork@nvcourts.nv.gov

From: Nakamoto, Michael [mailto:mnakamoto@lcb.state.nv.us]
Sent: Wednesday, March 05, 2014 4:17 PM
To: Sweet, Robin; Bjork, Deanna
Cc: jmohlenkamp@admin.nv.gov; Combs, Rick; Erdoes, Brenda; Jones, Cindy; Krpmotic, Mark; Guindon, Russell; Reel, Joe
Subject: Request for Estimate of Financial Impact of Senate Joint Resolution 14 of the 2011 Session
Importance: High

MEMORANDUM

TO: Robin Sweet, Court Administrator, Administrative Office of the Courts

Deanna Bjork, Manager of Budgets, Administrative Office of the Courts

FROM: Michael Nakamoto, Deputy Fiscal Analyst, Fiscal Analysis Division

On May 31, 2013, Senate Joint Resolution 14 of the 2011 Session, which would amend various sections of Article 6 of the *Nevada Constitution* to create an intermediate appellate court, was enrolled and filed with the Secretary of State's Office. Under the provisions of NRS 218D.805, this resolution, having been proposed and approved by two successive legislatures, is to be submitted to voters at the November 2014 General Election and will become effective if ratified by a majority of voters.

Pursuant to NRS 218D.810, the Fiscal Analysis Division is required to prepare a fiscal note for any proposed constitutional amendment or statewide measure which has been approved by the Legislature and submitted to a vote of the people. To aid in the preparation of this fiscal note, this office is requesting the Administrative Office of the Courts to review the attached fiscal note and to determine whether the fiscal impact provided to the Legislature during the 2013 Session is still accurate, or whether updated information is available with respect to the effect upon state government.

We would appreciate a response to this request no later than 5:00 PM on Friday, March 21, 2014. If this deadline does not work for you, please let me know so that we can make alternative arrangements.

If you have any questions regarding this request or have trouble accessing the document, please do not hesitate to contact me at (775) 684-6875 or via e-mail at mnakamoto@lcb.state.nv.us.

cc: Jeff Mohlenkamp, Director, Department of Administration
Rick Combs, Director, Legislative Counsel Bureau
Brenda Erdoes, Legislative Counsel
Cindy Jones, Assembly Fiscal Analyst
Mark Krmpotic, Senate Fiscal Analyst
Russell Guindon, Principal Deputy Fiscal Analyst
Joe Reel, Deputy Fiscal Analyst

Michael Nakamoto
Deputy Fiscal Analyst
Fiscal Analysis Division
Nevada Legislative Counsel Bureau
401 S. Carson Street
Carson City, Nevada 89701
(775) 684-6875

ATTENTION

The information contained in this message is a confidential communication from the Nevada Legislative Counsel Bureau. It is intended to be read only by the person or entity to whom it is addressed or by the designee of such person or entity. If the reader of this message is not the intended recipient, you are on notice that distribution of this message in any form is strictly prohibited.

If you have received this message in error, please immediately notify the sender or the Fiscal Division of the Legislative Counsel Bureau at (775) 684-6821 and delete or destroy any copy of this message as well as any attachments.

S.J.R. 14 OF THE 76TH SESSION (fiscal impact as revised 3/13/14)

2014-15 (FY 15)

GL	Description	1487 Jud Ed	1490 Jud Elect Off	1494 Sup Crt	1498 Jud Sel	Total
2501	GENERAL FUND APPROPRIATION	0	331,088	444,163	7,162	782,413
	TOTAL REVENUE	0	331,088	444,163	7,162	782,413
5100	SALARIES	0	247,500	224,423	0	471,923
5200	WORKERS COMPENSATION	0	3,110	6,463	0	9,574
5300	RETIREMENT	0	56,925	29,736	0	86,661
5400	PERSONNEL ASSESSMENT	0	0	561	0	561
5500	GROUP INSURANCE	0	12,516	29,205	0	41,721
5700	PAYROLL ASSESSMENT	0	396	359	0	755
5750	RETIRED EMPLOYEES GROUP INSURANCE	0	6,683	6,059	0	12,742
5800	UNEMPLOYMENT COMPENSATION	0	0	292	0	292
5840	MEDICARE	0	3,589	3,254	0	6,843
5860	BOARD AND COMMISSION PAY	0	0	0	1,280	1,280
6001	IN AND OUT-OF-STATE TRAVEL INCIDENTALS	75	0	90	65	230
6100	OUT-OF-STATE TRAVEL MEALS	792	0	0	0	792
6105	OUT-OF-STATE TRAVEL LODGING	4,200	0	0	0	4,200
6130	OUT-OF-STATE TRAVEL GROUND TRANS	225	0	0	0	225
6141	OUT-OF-STATE TRAVEL PARKING	270	0	0	0	270
6150	OUT-OF-STATE TRAVEL AIRFARE	2,100	0	0	0	2,100
6200	IN-STATE TRAVEL MEALS	0	0	738	249	987
6205	IN-STATE TRAVEL LODGING	0	0	990	660	1,650
6230	IN-STATE TRAVEL GROUND TRANS	0	0	1,575	240	1,815
6240	IN-STATE TRAVEL MILEAGE	0	0	0	620	620
6241	IN-STATE TRAVEL PARKING	0	0	270	192	462
6250	IN-STATE TRAVEL AIRFARE	0	0	3,600	1,375	4,975
7020	OPERATING SUPPLIES	0	0	4,000	150	4,150
7030	FREIGHT CHARGES	0	0	0	350	350
7040	NON-STATE PRINTING SERVICES	0	0	10,000	115	10,115
7050	EMPLOYEE BOND INSURANCE	0	8	24	0	32
7054	AG TORT CLAIM ASSESSMENT	0	361	1,083	241	1,685
7112	NON-STATE OWNED PARKING RENT	0	0	2,940	0	2,940
7170	CLOTHING ALLOWANCE (ROBES)	0	0	1,200	0	1,200
7200	WORKING LUNCHES	0	0	0	360	360
7285	POSTAGE - STATE MAILROOM	0	0	2,000	350	2,350
7294	CONFERENCE CALL CHARGES	0	0	0	15	15
7300	DUES AND REGISTRATIONS	3,000	0	0	0	3,000
7301	MEMBERSHIP DUES	0	0	1,800	0	1,800
7370	PUBLICATIONS AND PERIODICALS	0	0	10,000	0	10,000
7430	PROFESSIONAL SERVICES	0	0	2,500	900	3,400
7771	COMPUTER SOFTWARE <\$5,000 - A	0	0	6,000	0	6,000
8241	NEW FURNISHINGS <\$5,000 - A	0	0	70,000	0	70,000
8371	COMPUTER HARDWARE <\$5,000 - A	0	0	25,000	0	25,000
9178	RESERVE - BAL FWD TO SUBSEQUENT FY	-10,662	0	0	0	-10,662
	TOTAL EXPENDITURES	0	331,088	444,163	7,162	782,413

1487 assumes the 3 new judges will attend the new appellate judge training at the NYU School of Law

1490 assumes 3 judges will earn \$165,000 per year and will start the first week in January 2015

1494 assumes 3 chamber administrators will begin 2/1/15

1494 assumes 3 law clerks will begin 2/1/15 and 3 will begin 3/1/15

1498 assumes 2 day process. Even though a 4 day process is likely, we believe the existing budget can fund some of the costs

S.J.R. 14 OF THE 76TH SESSION (fiscal impact as revised 3/13/14)

GL	Description	FUTURE BIENNIA (2015-16 & 2016-17)			
		1487 JUD ED	1490 JUD ELEC OFF	1494 SUP CRT	Total
2501	GENERAL FUND APPROPRIATION	0	1,317,393	1,683,112	3,000,505
	TOTAL REVENUE	0	1,317,393	1,683,112	3,000,505
5100	SALARIES	0	990,000	1,192,942	2,182,942
5200	WORKERS COMPENSATION	0	6,221	18,662	24,883
5300	RETIREMENT	0	227,700	158,065	385,765
5400	PERSONNEL ASSESSMENT	0	0	2,982	2,982
5500	GROUP INSURANCE	0	50,065	150,196	200,261
5700	PAYROLL ASSESSMENT	0	1,584	1,909	3,493
5750	RETIRED EMPLOYEES GROUP INSURANCE	0	26,730	32,209	58,939
5800	UNEMPLOYMENT COMPENSATION	0	0	1,551	1,551
5840	MEDICARE	0	14,355	17,298	31,653
6001	IN AND OUT-OF-STATE TRAVEL INCIDENTALS	48	0	360	408
6100	OUT-OF-STATE TRAVEL MEALS	1,584	0	0	1,584
6105	OUT-OF-STATE TRAVEL LODGING	3,600	0	0	3,600
6130	OUT-OF-STATE TRAVEL GROUND TRANS	450	0	0	450
6141	OUT-OF-STATE TRAVEL PARKING	432	0	0	432
6150	OUT-OF-STATE TRAVEL AIRFARE	2,400	0	0	2,400
6200	IN-STATE TRAVEL MEALS	984	0	2,952	3,936
6205	IN-STATE TRAVEL LODGING	1,800	0	3,960	5,760
6230	IN-STATE TRAVEL GROUND TRANS	900	0	6,300	7,200
6240	IN-STATE TRAVEL MILEAGE	678	0	0	678
6241	IN-STATE TRAVEL PARKING	540	0	1,080	1,620
6250	IN-STATE TRAVEL AIRFARE	2,400	0	14,400	16,800
7020	OPERATING SUPPLIES	0	0	4,800	4,800
7040	NON-STATE PRINTING SVS (paper, toner, photocop	0	0	15,000	15,000
7050	EMPLOYEE BOND INSURANCE	0	16	48	64
7054	AG TORT CLAIM ASSESSMENT	0	722	2,167	2,889
7073	SOFTWARE LICENSE/MNT CONTRACTS	0	0	500	500
7112	NON-STATE OWNED PARKING RENT	0	0	15,120	15,120
7285	POSTAGE - STATE MAILROOM	0	0	8,000	8,000
7301	MEMBERSHIP DUES	0	0	7,200	7,200
7370	PUBLICATIONS AND PERIODICALS	0	0	6,000	6,000
7545	EITS VPN SECURE LINK	0	0	283	283
7554	EITS INFRASTRUCTURE ASSESSMENT	0	0	1,320	1,320
7980	OPERATING LEASE PAYMENTS	0	0	17,808	17,808
9178	RESERVE - BAL FWD TO SUBSEQUENT FY	-15,816	0	0	-15,816
	TOTAL EXPENDITURES	0	1,317,393	1,683,112	3,000,505

1490 assumes 3 judges earning \$165,000 per year

1494 assumes 3 full-time chamber administrators and 6 full-time law clerks

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 20, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Carla Watson, Budget Analyst
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.

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.

Agenda Item Write-up:

Department of Transportation (NDOT) – Administration - \$50,000

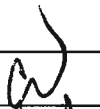

The department requests settlement approval in the amount of \$50,000 to resolve a claim for lost goodwill as a result of NDOT purchasing property located at 1505 W. Charleston Boulevard through a negotiated settlement with the landowner for Project NEON. One of the tenants on that property was JYTYJK, LLC, dba Wireless Toyz ("Wireless"). NDOT contacted the principals of Wireless and attempted to work with them to find an appropriate relocation site. Wireless Toyz is a franchise and their agreement with the franchisor was specific to that location. Due to changes in the business, the franchisor refused to enter into a new license with the franchisee in a different location. Therefore, the business could not be relocated and Wireless eventually stopped paying rent to NDOT and filed a Complaint in Inverse Condemnation alleging loss of business goodwill. NDOT counter-claimed to recover the unpaid rent. NDOT requests settlement approval of \$50,000 and dismissal of the counter-claim to fully resolve the lawsuit.

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the Action for a total of \$50,000 and dismissal of NDOT's counter-claim, resolving this Action in its entirety as among all parties, inclusive of all attorney's fees, costs and interest. NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.

Statutory Authority:

NRS 41.037

REVIEWED: 
ACTION ITEM: 



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
555 E. Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

THOM GOVER
Acting Chief of Staff

MEMORANDUM

RECEIVED

DATE: October 8, 2014

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

OCT 08 2014
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Joe Vadala, Deputy Attorney General

SUBJECT: Proposed settlement of a claim for lost goodwill,
JYTYJK, LLC, dba Wireless Toyz v. State of Nevada
Eighth Judicial District Court Case No. A-13-681291-C

SUMMARY

In acquiring land for Project NEON, on October 21, 2011, NDOT purchased the property located at 1505 W. Charleston Blvd. through a negotiated settlement with the landowner. One of the tenants on that property was JYTYJK, LLC, dba Wireless Toyz ("Wireless"). NDOT contacted the principals of Wireless and attempted to work with them to find an appropriate relocation site. Wireless Toyz is a franchise and their agreement with the franchisor was specific to that location. Due to changes in the business, the franchisor refused to enter into a new license with the franchisee in a different location. The business therefore could not be relocated.

Wireless stayed on the property until March 2013, while refusing to pay rent to NDOT. In May 2013, Wireless filed a "Complaint in Inverse Condemnation," alleging a loss of business goodwill. The most recent demand for this alleged loss of goodwill was \$285,000. NDOT denied liability and counter-claimed to recover the unpaid rent – approximately \$30,000.

3

NDOT requests settlement approval in the total amount of \$50,000 and dismissal of the counter-claim to fully resolve the lawsuit.

THE ACTION

Nevada has both a Supreme Court decision (*State v. Cowan*, 120 Nev. 851 (2004)) and a statute (NRS 37.111) dealing specifically with this situation.

In *State v. Cowan*, NDOT purchased the property where there was a Texaco station operated by Stuart and Barbara Cowan under a franchise agreement. The business could not be relocated because oil companies were not extending new leases for gas station franchises in the Las Vegas area. The Supreme Court recognized that in cases like that, "the State must compensate the Cowans for the destruction of their business." *Id.* at 856. The Court then went on and held that "business goodwill" was the appropriate measure of damages.

The following year, the Legislature codified *Cowan* through NRS 37.111. It states:

NRS 37.111 Additional compensation for loss of goodwill.

1. In addition to any amount of compensation determined pursuant to NRS 37.110, the owner of a business conducted on property that is acquired pursuant to this chapter must be compensated for loss of goodwill if:

(a) The condemnation causes the business to be dissolved and the business cannot be relocated for reasons beyond the control of the owner, including, without limitation, the unavailability of a new franchise or when the value of the business is inextricably tied to the unique location of the property being condemned; and

(b) The owner of the business has a property interest in the property acquired pursuant to this chapter.

2. As used in this section, "goodwill" means the component of value attributed to the reputation, loyal customer base, ability to attract new customers and location of a business. The term does not include the loss of anticipated profits or loss of business opportunity.

In this case, while NDOT has not argued that the business could have been relocated, NDOT has vigorously contested the valuation of the business goodwill and asserted that the demand from Wireless was unsupported. The business had been losing money since opening its doors in 2010 and NDOT believes that the \$285,000 demand includes claims for loss of anticipated profits or loss of business opportunity – non-compensable items under both *Cowan* and NRS 37.111. This position is supported by a business valuation expert, Stephen Nicolatus, ASA, hired by NDOT, who concluded that the value of Wireless's goodwill in 2011 was zero.

Wireless's expert had not yet completed a report, but would have certainly supported the position of the Wireless principals, which was that while this location was not yet

profitable, the owners were savvy business people with other successful Wireless Toyz locations in Las Vegas and would have built a booming business *but for* Project NEON.

The trial of this matter is scheduled to begin April 20, 2015. If this matter does not settle and Wireless prevails at trial, they could be awarded up to \$285,000, plus prejudgment interest and their reasonable costs. Because this action has been brought as an inverse condemnation, Wireless will also argue they are entitled to their attorneys' fees. Total exposure, while unlikely, would therefore easily exceed \$300,000. Additionally, NDOT will incur its own costs and attorneys' fees in defense of the case.

POINTS THAT FAVOR SETTLEMENT

While NDOT believes that there is little evidence to support Wireless's claims, NDOT's total potential exposure at trial exceeds \$300,000, and proceeding to trial would cost the State additional amounts in legal fees and costs. Unless NDOT could convince the jury that Wireless was entitled to absolutely nothing for the destruction of their business, Wireless will be entitled to reasonable costs and fees incurred and will have an argument that because this is an "inverse condemnation" they are entitled to their attorneys' fees as well. As such, anything but a complete and total rejection of Wireless's position may result in NDOT paying more than the current settlement figure. Thus, settlement now at \$50,000 is recommended.

RECOMMENDATION

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT requests the authority to settle the Action for a total of \$50,000 and dismissal of NDOT's counterclaim, resolving this Action in its entirety as among all parties, inclusive of all attorney's fees, costs and interest.

FISCAL NOTE STATEMENT

NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 20, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Carla Watson, Budget Analyst
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.

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.

Agenda Item Write-up:

Department of Transportation (NDOT) – Administration - \$900,000

The department requests settlement approval in the amount of \$900,000 to resolve an eminent domain action to acquire commercial real property owned by Smith Family Trust, et al., and is located at 1224 Western Avenue, Lase Vegas, 89102. The Subject Property houses a two-building commercial facility used for the Landowner's printing business and is needed for the widening and reconstruction of the I-15 freeway from Sahara Avenue to the US 95/I-15 interchange for Project NEON. NDOT previously deposited \$570,000 with the Court for a right of occupancy. NDOT now requests an additional \$900,000 to resolve the action. Approval of the additional amount of \$900,000 would bring the total to \$1,470,000.

Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. This settlement is for the fair market value of the property, pre-judgment interest and litigation costs only; it does not include any payment of relocation benefits. It will, however, resolve all claims for relocation benefits and pre-

condemnation damages. NDOT will seek reimbursement from the Federal Highway Administration for the proposed settlement amount.

Statutory Authority:

NRS 41.037

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



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

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

THOM GOVER
Acting Chief of Staff

MEMORANDUM

RECEIVED

DATE: October 8, 2014

OCT 08 2014

TO: Board of Examiners
 Governor Brian Sandoval
 Attorney General Catherine Cortez Masto
 Secretary of State Ross Miller

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUREAU DIVISION

FROM: Rudy Malfabon, Director, Nevada Department of Transportation
 Dennis Gallagher, Chief Deputy Attorney General
 Ruth Miller, Senior Deputy Attorney General
 Jeffrey Sylvester, outside counsel

SUBJECT: Proposed Settlement of a Eminent Domain Lawsuit filed by
NDOT, State of Nevada ex rel. its Department of Transportation
v. Smith Family Trust, et al.;
 Eighth Judicial District Court Case No. 8th JD A-13-687895-C

SUMMARY

NDOT requests settlement approval in a contested condemnation for Project NEON, in the amount of Nine Hundred Thousand Dollars (\$900,000.00), for full and final satisfaction of any and all claims that defendants Smith Family Trust Dated August 12, 1998 and Time Printing, Inc., (jointly, "Landowner") have or may have relating to the condemnation. NDOT previously paid Five Hundred and Seventy Thousand Dollars (\$570,000.00) for a right of occupancy, and this requested settlement amount is *in addition to* that occupancy deposit. Thus, if approved, the total settlement will be \$1,470,000. The additional \$900,000 is for the fair market value of the Subject Property, pre-judgment interest and litigation costs. Although it does not include any relocation benefits, if approved, the settlement will resolve any and all relocation claims.

BACKGROUND

Subject Property

The "Subject Property" is .34 acres of commercial property located at 1224 Western Avenue Las Vegas, Clark County, Nevada, 89102 (southwest corner at the intersection of Wall Street and Western Avenue). The Property houses a two-building commercial facility used for the Landowner's printing business ("Time Printing").

Need and Necessity

The Subject Property is needed for the widening and reconstruction of the I-15 freeway from Sahara Avenue to the US95/I-15 Interchange, i.e., "Project NEON." On June 10, 2013, the Board of Directors for the Nevada Department of Transportation adopted "Condemnation Resolution No. 438" pursuant to NRS 408.503, declaring that the public interest and necessity require acquisition of the Subject Property.

Eminent Domain Action

On September 4, 2013, NDOT commenced an action to acquire the Subject Property by filing a verified complaint in eminent domain in the Eighth Judicial District Court, Case No. A-13-687895-C. NDOT effectuated service upon the Landowner on September 9, 2013, pursuant to NRS Chapters 37 and 408. The Landowner is represented by the Law Offices of Kermit L. Waters.

In its Complaint, and separately by motion, NDOT sought immediate occupancy over the Subject Property pending entry of judgment. By order entered October 10, 2013, NDOT obtained a right of occupancy under NRS 37.100, and was ordered to and did thereafter deposit \$570,000.00 in consideration thereof with the clerk of the court.¹ The deposit was thereafter withdrawn by the Landowner under stipulation and order, and pursuant to NRS 37.100(6) the Landowner thereby waived all defenses except those relating to the amount of just compensation.

Relocation Efforts and Cost Estimates

As her business remains viable, Mrs. Juliana Smith, the Landowner's principal and trustee is seeking to relocate and is working with NDOT's relocation consultant, O.R. Colan Associates (the "Consultant"). By and through her attorneys, as and on behalf of the Landowner, Mrs. Smith submitted a relocation estimate of \$1,200,000, relating to the cost of moving and completing required improvements. This amount is in addition to the fair market value of the property being condemned.

¹The appraisal supporting this deposit was prepared on October 25, 2012, utilizing October 17, 2012 as the retrospective date of value - nearly one (1) year before the applicable date of value in the condemnation case. Generally, real estate in the market area has been rising in value.

In contrast, NDOT's Right of Way division estimated that all relocation costs would approximate \$325,000.

Because of the unique needs of the business (equipment, power needs, humidity controls, etc.) a replacement property is proving difficult to find. Nevertheless, the Consultant located 8 replacement properties, ranging in asking price from \$1,079,990 to \$3,295,000.

Claims of Pre-condemnation Damages

In addition to the fair market value of the Subject Property, and the costs of relocation, the Landowner intends to assert a claim for pre-condemnation damages, relating to the aforementioned testimony regarding frustration of an ability to sell the Property, dating back to 2006.

POINTS THAT FAVOR SETTLEMENT

Just Compensation Liability

The appraisal done by NDOT almost one (1) year before the condemnation action was filed indicated a value of \$570,000.00. NDOT's relocation consultant has opined that Mrs. Smith will have difficulty finding a suitable replacement property for her business for less than \$1 million.

Glen Rigdon, an MAI appraiser (who was formerly employed by NDOT) was retained by the Landowner and expressed by letter his opinion that the fair market value of the property as of June 2014 was between \$1.0 and \$1.1 million. The letter opinion made it clear that were this case not to settle and instead proceed to trial, the Landowner would present a litigation appraisal that would employ various methods applicable to condemnation actions, and certainly indicate a fair market value well in excess of \$1.1 million.

While not an express settlement of Mrs. Smith's relocation entitlement under the URA, the settlement of this case will resolve any claims she might have had to relocation assistance under the URA. Current estimates (which counsel believe to be conservative) by NDOT ROW indicate that the Department would expend about \$320,000.00 in relocation assistance were this case not to settle, in addition to the fair market value of the property, and litigation costs and fees.

Liability for Pre-condemnation Damages

Additionally, the Landowner will assert a claim for pre-condemnation damages. While the claim is not yet quantified, Mrs. Smith is a widowed business owner who has articulated previously a claim for damages which may engender sympathy from the jury. Summarily, Mrs. Smith's claim is that NDOT targeted her property for acquisition as early as 1995 (for a pre Project Neon project), and thereafter unreasonably delayed commencing the current eminent domain action to her detriment.

The focus of Mrs. Smith's claim would be whether/when NDOT moved beyond mere planning and indicated an intent to condemn her property. Under current Nevada law, this claim, including the issue of whether NDOT unreasonably delayed condemnation, is decided by a jury. While we believe that it would be difficult for Mrs. Smith to prove a pre-condemnation damage claim, we recognize that she is a sympathetic party and there are risks inherent in any jury trial.

The estimated trial time for this case is 5-8 days. Also, following an adverse determination at trial, NDOT or the Landowner could possibly appeal. Because of the anticipated length and complexity of the trial, the appeal would also be a significant undertaking and expense. Based upon current patterns, it is estimated that it could take approximately three (3) years for the appeal to be resolved by the Supreme Court.

RECOMMENDATION

NDOT has considered the benefits of settlement, and weighed the same against the actual and potential costs of going to trial on the issue of just compensation, pre-condemnation damages and the estimated cost of relocating Time Printing. As a result NDOT has made a decision that settlement is reasonable, prudent, and in the public interest. NDOT requests authority to settle the Landowner's claims for the total sum of \$1,470,000.00, less the amount of \$570,000.00 previously deposited and withdrawn, i.e., \$900,000 in additional funds.

To reiterate, this settlement is for the fair market value of the property, pre-judgment interest and litigation costs only; it does not include any payment of relocation benefits. It will, however, resolve all claims for relocation benefits and pre-condemnation damages.

FISCAL NOTE STATEMENT

NDOT will seek reimbursement from the Federal Highway Administration.

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: September 29, 2014

To: Julia Teska, Clerk of the Board
Department of Administration

From: Jim Rodriguez, Budget Analyst
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.

APPROVAL OF LAND EXCHANGE

Pursuant to NRS 323.100, The State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, exchange state lands or interests in land for any other lands or interests of land.

Agenda Item Write-up:

Land Exchange Agreement between the Department of Corrections and Nevada citizens Mr. and Mrs. Porada.

The Division of State Lands, acting as the State Land Registrar, requests approval of a land exchange agreement between the Nevada Department of Corrections (NDOC) and Nevada citizens Mr. and Mrs. Porada. The two parcels of land have been appraised and a net change in value has been determined for each parcel. The Porada's have agreed to pay all costs associated with the proposed exchange, including survey, appraisal, title, and lot line adjustment processing with Carson City. NDOC had concurred with the exchange and has no objections to the terms of the agreement.

Additional Information:

Mr. and Mrs. Porada propose to exchange their 4,674 square foot parcel of land for an adjacent 4,676 square foot Department of Corrections parcel of land. The Porada's parcel is located on Hells Bells Road to the northeast of the Nevada State Prison. The state parcel lies between

LEO DROZDOFF
Director

BRIAN SANDOVAL
Governor

State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Department of Conservation
and Natural Resources

CHARLES DONOHUE
Administrator



Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

Memorandum

RECEIVED

SEP 23 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Date: September 24, 2014

To: Julia Teska, Director, Department of Administration
ATTN: Jim Rodriguez, Budget Analyst IV

From: Charles Donohue, Administrator

Re: Exchange/Boundary Line Adjustment Agreement
State of Nevada and Thomas & Tonia Porada

Pursuant to NRS 323.100, enclosed please find five (5) original Exchange Agreements to be scheduled for the approval by the Board of Examiners and Interim Finance Committee. I would appreciate having this matter scheduled for the November 12, 2014 BOE and the December 9, 2014 IFC.

Mr. and Mrs. Porada have proposed to adjust the property boundary between their residential parcel in Carson City with the adjacent State owned lands. The Porada's propose to exchange 4,676 square feet of their parcel for 4,674 square feet of the adjacent State parcel. The Porada parcel is located on Hells Bells Road to the northeast of the Nevada State Prison. The State Parcel lies between Fairview Drive and Hells Bells Road. The State property is currently vacant and assigned to the Department of Corrections for management and administration. The Department of Corrections has concurred with this exchange.

The two properties have been appraised by an independent appraiser. His report has been reviewed by the Division of State Lands and found to be acceptable. His conclusion of value indicates that, upon completion of this exchange, the State property will gain \$5,000 in value through improved access from Hells Bells Road. The Porada parcel will gain \$3,000 in value through an improved back yard and property line setback from their house.

The Porada's are paying all costs associated with the proposed exchange, including survey, appraisal, title, and lot line adjustment processing with Carson City. The only cost to the State is staff time to review and prepare any documents.

I appreciate your assistance on this matter. If you have any questions or require any additional information, please do not hesitate to contact me. Please return three (3) of the approved Exchange Agreement to me.

Enclosures – Five (5) Original Exchange Agreements

CHAPTER 323 - EXCHANGE OF STATE LANDS

<u>NRS 323.010</u>	“Taylor Grazing Act” defined.
<u>NRS 323.020</u>	Authority of State Land Registrar concerning exchange of state lands for lands of United States.
<u>NRS 323.030</u>	Basis of exchange; reservation of mineral rights and easements.
<u>NRS 323.040</u>	Agreement concerning exchange not to surrender jurisdiction of State.
<u>NRS 323.050</u>	Sale of land received in exchange.
<u>NRS 323.100</u>	Authority of State Land Registrar to exchange land of equal value or land whose value is equalized by payment of money.

NRS 323.010 “Taylor Grazing Act” defined. As used in this chapter, “Taylor Grazing Act” means that certain Act of Congress approved June 28, 1934, and being chapter 865, 48 Stat. 1269, together with all acts amendatory thereof and supplementary thereto.

[Part 1:94:1937; 1931 NCL § 5588.01]

NRS 323.020 Authority of State Land Registrar concerning exchange of state lands for lands of United States.

1. The State Land Registrar is authorized to negotiate with the Secretary of the Interior of the United States concerning the exchange of state lands for lands belonging to the United States within or without the boundaries of stock grazing districts created within this state by the Taylor Grazing Act.

2. The State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee:

(a) Exchange and cause to be exchanged, pursuant to the negotiations, lands belonging to the State and then and there subject to sale by the State for lands belonging to the United States and subject to exchange for state lands pursuant to section 8 of the Taylor Grazing Act;

(b) Deliver to the United States proper conveyances of title to the state lands so exchanged; and

(c) Require of the proper officer or department of the United States Government similar conveyances of title to the State of the lands received from the United States in the exchange.

[Part 1:94:1937; 1931 NCL § 5588.01]—(NRS A 1975, 107; 1989, 512)

NRS 323.030 Basis of exchange; reservation of mineral rights and easements.

1. The state lands exchanged for lands of the United States under the provisions of this chapter shall be exchanged either upon an equal value basis or upon an equal acreage basis, but upon no other basis.

2. The mineral rights in the state lands exchanged on an equal acreage basis shall be reserved to the State. If such lands are exchanged upon an equal value basis, the mineral rights of the State, if such lands contain minerals, shall be considered in arriving at the valuation for exchange purposes.

3. The State Land Registrar shall make such reservations of easements, rights of use, and rights of ingress and egress with respect to any state land offered for exchange as will protect the citizens and inhabitants of this state and other states in their rights on and concerning public lands as is provided by law and also as contained in section 8 of the Taylor Grazing Act.

[2:94:1937; 1931 NCL § 5588.02]—(NRS A 1975, 107)

NRS 323.040 Agreement concerning exchange not to surrender jurisdiction of State. The State Land Registrar is empowered to exchange and cause to be exchanged state lands for lands of the United States pursuant to section 8 of the Taylor Grazing Act and the rules and regulations of the Secretary of the Interior relating thereto, but the State Land Registrar shall enter into no agreement concerning the exchange of lands that will surrender or cause to be surrendered any jurisdiction of this state over the lands and people and property thereon situate that the State possesses over the public domain belonging to the United States within this state.

[Part 3:94:1937; 1931 NCL § 5588.03]—(NRS A 1975, 107)

NRS 323.050 Sale of land received in exchange. All lands received from the United States in exchange for state lands may be sold with the approval of the State Board of Examiners and the Interim Finance Committee.
[Part 3:94:1937; 1931 NCL § 5588.03]—(NRS A 1975, 62; 1989, 512)

NRS 323.100 Authority of State Land Registrar to exchange land of equal value or land whose value is equalized by payment of money.

1. The State Land Registrar may, with the approval of the State Board of Examiners and the Interim Finance Committee, exchange state lands or interests in land for any other lands or interests of land. The Division of State Lands of the State Department of Conservation and Natural Resources shall determine the values of the lands or interests in land which are to be exchanged. The values must be equal or, if the values are not equal, the values may be equalized by the payment of money, if the payment is not more than 25 percent of the total value of the lands or interests in land.

2. Upon effecting an exchange, the State Land Registrar shall deliver to the transferee proper conveyances of title to the state lands exchanged and shall require proper conveyances of title to the State of the lands received pursuant to the exchange.

(Added to NRS by 1981, 383; A 1989, 512; 1997, 972)

RECEIVED

SEP 23 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION



PRIS-1; DGM; Project #4843; Interest #14218
Carson City
APN: 010-032-07

DIVISION OF STATE LANDS
901 S. STEWART ST. Suite 5003
CARSON CITY, NV 89701-5246

PORADA EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT, made and entered into this 19th day of September, 2014, by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, for and on behalf of the DEPARTMENT OF CORRECTIONS, hereinafter referred to as "STATE" and THOMAS PORADA AND TONIA KATHRYN PORADA, hereinafter referred to as "PORADA".

WITNESSETH:

WHEREAS, PORADA owns Assessor Parcel Number 010-361-04 within Carson City, on Hells Bells Road, comprising approximately 0.75 acres; and

WHEREAS, STATE owns Assessor Parcel Number 010-032-07 adjacent to the Porada parcel containing approximately 18.67 acres, and

WHEREAS, PORADA has proposed a boundary line adjustment between the PORADA and STATE parcels to provide mutual benefits to STATE and PORADA, and

WHEREAS, PORADA has proposed to exchange approximately 4,676 square feet of the PORADA property between the STATE property and Hells Bells Road, containing approximately 280 linear feet of frontage to Hells Bells Road (PORADA land), for

6

approximately 4,674 square feet and approximately 270 feet in length of STATE property directly adjacent to the adjusted PORADA property (STATE land), and

WHEREAS, PORADA has provided the STATE with an appraisal, completed by an independent appraiser, of the land to be exchanged and the STATE has reviewed and accepted the independent appraisal provided by PORADA, and

WHEREAS, the appraisal has determined that the STATE property will increase in value by \$5,000 through increased access. The value increase to the PORADA parcel is \$3,000;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PORADA and STATE agree to exchange the PORADA land and the STATE land, through a boundary line adjustment, upon the following terms and conditions;

1. **EXCHANGE**- PORADA agrees to transfer and convey the PORADA land (Parcel 2) to STATE, and STATE agrees to transfer and convey the STATE land (Parcel 1) to PORADA. The lands to be exchanged are generally depicted on **Exhibit A**, attached hereto and made a part hereof. The final legal descriptions will be determined and identified through the surveys necessary to complete the boundary line adjustment. All legal descriptions and survey maps must be reviewed, approved and accepted by the STATE.
2. **ESCROW**- The exchange shall be consummated through an escrow according to the following terms:

- A. The escrow agent for this transaction shall be Stewart Title Company, 704 Nye Lane, Suite 101, Carson City, NV 89703; Attention: Dena Reed, Escrow Officer. Upon execution of this Agreement, the parties shall open escrow by delivering to the Escrow Officer a fully executed copy of this Agreement.
- B. This Agreement shall constitute the escrow instructions; however, PORADA and STATE agree to immediately execute and return after the receipt thereof such additional escrow instructions, not inconsistent with this Agreement, as escrow officer may reasonably require. No failure by either party to execute such additional escrow instructions shall affect the validity or enforceability of this Agreement. In the event any inconsistency between such escrow instructions and this Agreement, the terms of the Agreement shall govern.
- C. Provided that all of the conditions precedent stated herein have been satisfied or waived, escrow shall close no later than March 31, 2015.
- D. Parties agree that the property values are equal regardless of the appraisal conclusion that the added value to the State property exceeds the added value to the PORADA property.
- E. By consummating this transaction, the STATE warrants that the exchange is duly authorized and approved pursuant to NRS 323.100.
- F. Attached hereto as **Exhibit B** is the preliminary title report for the PORADA land. At the close of escrow, PORADA shall execute and deliver to STATE the appropriate documents that affect the boundary line adjustment including but not limited to any grant, bargain, and sale deeds, records of surveys, and actions by Carson City that approve and finalize the boundary line adjustment conveying the

PORADA property to STATE, subject only to the matters set forth in the preliminary title report that are acceptable to the STATE.

G. At close of escrow, STATE shall execute and deliver to PORADA any deeds or documents required to affect the boundary line adjustment as required by Stewart Title and/or Carson City.

3. COSTS PORADA agrees to pay all costs associated with this exchange, including but not limited to costs of appraisal, surveys, escrow and clearing title matters from the property, any fees, taxes, or assessments, and costs related to processing the boundary line adjustment with Carson City and receiving their approval,

4. NOTICES- All notices required by this Agreement shall be in writing and shall be given by any of the following means to the listed addresses or fax numbers:

1. Certified or registered mail, postage prepaid, return receipt requested, in which case notice shall be deemed delivered three (3) business days after the postmark date;
2. Recognized commercial overnight courier. In which case notice shall be deemed delivered one (1) business day after deposit with the courier;
3. Telecopy transmittal ("fax"), in which case notice shall be deemed delivered upon fax confirmation of transmission to the intended party; or
4. Personal delivery, in which case the notice shall be effective when received.

DIVISION OF STATE LANDS
901 S. Stewart Street, Suite 5003
Carson City, NV 89701

THOMAS PORADA
4008 Hells Bells Road
Carson City, NV 89701

STEWART TITLE COMPANY
Attention: Dena Reed
704 Nye Lane,
Suite 101
Carson City, NV 89703

5. BROKER COMMISSIONS- Each party represents and warrants to the other that no broker or real estate agent has been retained or consulted in connection with this transaction and no commission will be due from either party. Each party agrees to defend, indemnify, and hold harmless the other party from any claim, liability, or expense, including reasonable attorneys' fees, arising in connection with a breach of that party's representation and warranty under this Section. Notwithstanding any other provision in this Agreement, the representations, warranties, and liabilities under this section shall survive termination of this Agreement or close of escrow.

6. GENERAL PROVISIONS-

A. This Agreement shall be construed as if prepared by both parties. Captions and headings are used for reference only and shall not be used in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated by this reference.

B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive use of PORADA and STATE and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party, including any real estate broker or agent, or the general public.

C. If any provision of this Agreement is or shall become invalid or unenforceable, the remaining provisions of this Agreement shall not be affected.

D. Time is of the essence in each and every term and every term and provision of this Agreement. All references to days herein shall be deemed to refer to calendar days

unless otherwise specified. In the event that the final date for performance of any act required by this Agreement falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

E. The validity, interpretation, performance and effect of the terms of this Agreement shall be governed by the laws of the State of Nevada. Jurisdiction and venue for any action concerning this Agreement shall be in Lincoln County, Nevada.

F. In the event of any litigation or other proceedings between the parties concerning this Agreement, the prevailing party shall be entitled to the payment by the nonprevailing party of all of its reasonable attorneys' fees, court costs, and litigation expenses.

G. The waiver of a breach of any provision in this Agreement shall not be construed as a waiver of any other breach of the same or other provision of this Agreement, including the time of performance of any provision.

H. This Agreement is intended by the parties to be the final expression of their agreement and constitutes the entire and exclusive understanding and agreement between the parties regarding this subject matter. This Agreement supersedes any previous negotiations, letters of intent, offers, counteroffers, agreements, or representations that may have been communicated or executed by the parties. Any and all such previous offers, agreement, etc. are hereby terminated and cancelled in their entirety. No amendment or modification may be made to this Agreement unless in writing and signed by the parties hereto.

I. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this

Agreement in order to carry out the intent of the parties in consummating this transaction.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the day and year first above written.

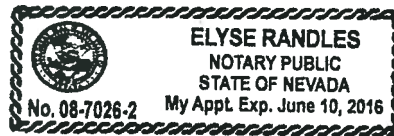
**STATE OF NEVADA
Division of State Lands**

By Charles Donohue
CHARLES DONOHUE
Administrator and Ex-Officio
State Lands Registrar

STATE OF NEVADA)
 :SS.
CARSON CITY)

On September 19, 2014, personally appeared before me, a notary public CHARLES DONOHUE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above document.

[Signature]
NOTARY PUBLIC



PORADA:

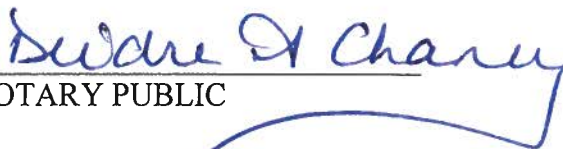

THOMAS PORADA

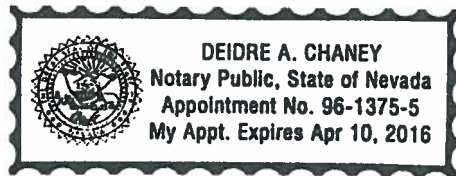

TONIA KATHRYN PORADA

STATE OF NEVADA)

COUNTY OF Carson City)
SS.

On September 18 2014, personally appeared before me, the undersigned, a notary public, THOMAS PORADA and TONIA KATHRYN PORADA who acknowledged that they executed the above instrument.


NOTARY PUBLIC

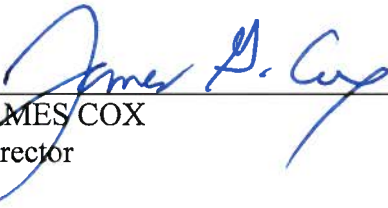


APPROVED as to Form:
CATHERINE CORTEZ MASTO
Attorney General

By 
KEVIN BENSON
Deputy Attorney General

Date: 9-7-14

APPROVED:
STATE OF NEVADA
Department of Corrections

By 

JAMES COX
Director

APPROVED as to Form:
NEVADA BOARD OF EXAMINERS

APPROVED:
INTERIM FINANCE COMMITTEE

Chairman

EXHIBIT A Exchange Parcels



Parcel 1 STATE to PORADA

Parcel 2 PORADA TO STATE

EXHIBIT B
PRELIMINARY TITLE REPORT

stewart title

Dena Reed
Escrow Officer

Stewart Title Company
704 W Nye Lane
Suite 101
Carson City, NV 89703
Phone (775) 398-2400
Fax (866) 870-8928
dreed@stewart.com

Original
PRELIMINARY REPORT

Our Order No.: 01415-11684

**Proposed
Buyer/Borrower:**

Seller: Thomas Porada and Tonia Cullen

Property Address: 4008 Hells Bells Road, Carson City, NV 89701

Today's Date: June 27, 2014

In response to the above referenced application for a policy of title insurance, Stewart Title Guaranty Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Rick Calwell, Title Officer

Dated as of June 13, 2014 at 7:30 a.m.

When replying, please contact:

Dena Reed
(775) 398-2400 Fax:

Order Number: 01415-11684

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- 2006 ALTA Owner's Policy - Standard
- 2006 ALTA Owner's Policy - Extended
- 1998 ALTA Homeowners Plus Insurance Policy
- ALTA Short Form Residential Loan Policy 2006
- 2006 ALTA Loan Policy - Standard
- 2006 ALTA Loan Policy - Extended
- Preliminary Report Only
-
-

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

a Fee

Title to said estate or interest at the date hereof is vested in:

Thomas Porada and Tonia Cullen, husband and wife as joint tenants

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Carson City, described as follows:

That portion of the Northwest 1/4 of the Southeast 1/4 of Section 15, Township 15 North, Range 20 East, M.D.B.&M., shown as Lot 3 in Block A of the Official Plat of Riverview Terrace, a planned unit development, in the office of the Recorder of Carson City, State of Nevada, on May 10, 1979 in Map Book 3, Page 472, as File No. 87816, further described as Parcel 3-A in that certain Lot Line Adjustment recorded December 9, 1997 as Document No. 211075 of Official Records of Carson City, State of Nevada, and more particularly described as follows:

Beginning at the most Southerly corner of Lot 3, Block B of the Official Plat of Riverview Terrace, recorded as file No. 87816 of the Official Records of said Carson City, Thence Northerly along the Westerly line of said Lot 3, North 0°09'05" West, 591.00 feet; thence South 60°35'20" East 195.18 feet to a point on the Northwesterly right of way line of Hells Bells Road, said point being on the curve concave to the Northwest and having a radius of 1470.00 feet, a radial line through said point bears South 57° 07'04" East; thence Southwesterly along said curve through a central angle of 2°33'54" an arc distance of 65.81 feet; thence South 35°26'50" West, 84.75 feet to the Beginning of a curve concave to the Southeast and having a radius of 370.00 feet; thence Southwesterly along said curve through a central angle of 30° 51'33" an arc distance of 199.28 feet; thence South 4°35'17" West, 187.30 feet to the Point of Beginning.

Reference is further made to the Adjusted Parcel on Record of Survey recorded in the office of the Carson City Recorder, on December 9, 1997 in Book 8 of Maps, Page 2248 as Document No. 211076.

The above description was obtained from Document No. 394077

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. Taxes for the fiscal year 2013 - 2014 have been paid in full, in the amount of \$4,391.44.
APN: 010-361-04
5. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.
6. The herein described property lies within the boundaries of the Carson City Water, Sanitary Sewer and Storm Water Utility District and is subject to any and all fees that may be due said District.
7. Any Special Assessments which may be due and payable that are not assessed through the Carson City Treasurers Office and are being billed by the entity where the parcel is located.
8. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the subdivision maps referenced in the legal description contained herein.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

9. **DECLARATION OF RESTRICTIONS:** Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded August 5, 1980, in Book 281, Page 259, as Document No. 97833, of Official Records.

MODIFICATION: Said covenants, conditions and restrictions were modified by an instrument recorded April 11, 1985, in Book 391, Page 121, as Document No. 34944, of Official Records.

10. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Record of Survey Map in support of a Boundary Line Adjustment as Document No. 211076.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

11. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Ordinance, recorded June 11, 2002 as Document No. 385684 of Official Records.
12. The rights and interest of parties in possession of the premises described herein under any unrecorded leases and/or agreements, the terms and conditions of which are unknown.
13. EASEMENTS: Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.
14. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
15. NOTE: This preliminary Title Report is issued at the request of the parties ordering the same. It is not issued in connection with any escrow or other request for Title Insurance and is not intended for such use. The liability herein is limited to the amount paid for said report.

END OF EXCEPTIONS

REQUIREMENTS AND NOTES

1. Show that restrictions or restrictive covenants have not been violated.
2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay the premiums, fees and charges for the policy.
5. Pay all taxes, charges, and assessments affecting the land that are due and payable.
6. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed delivered and recorded.
7. Tell us in writing the name of any one not referred to in this Prelim who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
8. Record instrument(s) conveying or encumbering the estate or interest to be insured, briefly described:

Documents necessary to close the within transaction

9. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.

END OF REQUIREMENTS AND NOTES

CALIFORNIA LAND TITLE ASSOCIATION

**STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy,
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division;
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks.
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records
 - on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule AOR
 - in streets, alleys, or waterways that touch you land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
(b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or In Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protectionor the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

28

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

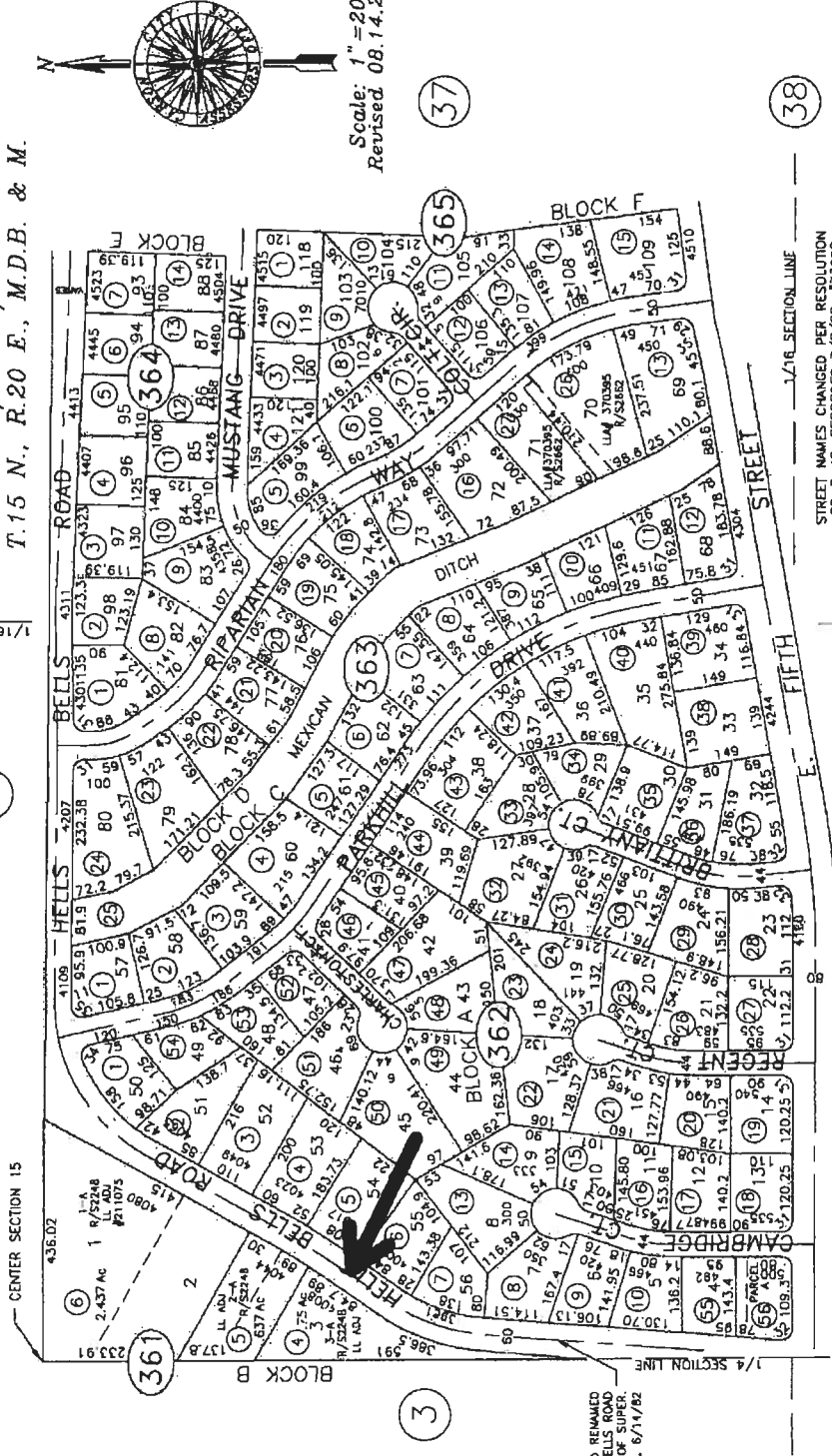
Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

10-36

10-36-21
10-36-22
10-36-23
10-36-24
10-36-25
10-36-26
10-36-27
10-36-28
10-36-29
10-36-30
10-36-31
10-36-32
10-36-33
10-36-34
10-36-35
10-36-36
10-36-37
10-36-38
10-36-39
10-36-40
10-36-41
10-36-42
10-36-43
10-36-44
10-36-45
10-36-46
10-36-47
10-36-48
10-36-49
10-36-50
10-36-51
10-36-52
10-36-53
10-36-54
10-36-55
10-36-56
10-36-57
10-36-58
10-36-59
10-36-60
10-36-61
10-36-62
10-36-63
10-36-64
10-36-65
10-36-66
10-36-67
10-36-68
10-36-69
10-36-70
10-36-71
10-36-72
10-36-73
10-36-74
10-36-75
10-36-76
10-36-77
10-36-78
10-36-79
10-36-80
10-36-81
10-36-82
10-36-83
10-36-84
10-36-85
10-36-86
10-36-87
10-36-88
10-36-89
10-36-90
10-36-91
10-36-92
10-36-93
10-36-94
10-36-95
10-36-96
10-36-97
10-36-98
10-36-99
10-36-100

NW1/4 SE1/4 SECTION 15
T.15 N., R.20 E., M.D.B. & M.

PORTION NE1/4 SE1/4 SECTION 15
T.15 N., R.20 E., M.D.B. & M.



CARSON CITY, NEVADA
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY
ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES
AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND
OR GUARANTEE OF ACCURACY IN THE
DATA RELAYED HEREON. YOU CAN VIEW AND PRINT OUR
MAPS ONLINE AT WWW.CARSONCITYGOV.NV

STREET NAMES CHANGED PER RESOLUTION
88-R-40, RECORDED 7/8/88, #73220

RIVERVIEW TERRACE
A PLANNED UNIT DEVELOPMENT
RECORDED 5/10/78

30

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 20, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Stacey Johnson, Budget Analyst
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.

DEPARTMENT OF ADMINISTRATION – VICTIMS OF CRIME PROGRAM

Agenda Item Write-up:


Pursuant to NRS 217.200, the Division of Administration, Victims of Crime Program requests approval for the extension of a catastrophic claim to the maximum allowable amount of \$150,000.

Additional Information:

In 2012 the victim, a minor child, was granted approval by the Victims of Crime Program for a catastrophic claim which must not be granted for more than \$100,000 without prior approval of the Board of Examiners. Due to his injuries the child requires 24 hour care and the VOCP has expended nearly \$100,000 to date for his care. The victim's parents have retained the use of a non-medical care giver who has received specialized training, which has drastically reduced the cost of home care.

Statutory Authority:

NRS 217.200

REVIEWED: 
ACTION ITEM: _____

Financial Position and First Quarter 2015 Projections

Projected Funds Available for Payments FY14 Less 45 Day Reserves	\$13,018,046.03
Less: 1st Quarter Payments	\$1,435,054.79
Less: 2nd Quarter Payments	\$1,777,962.74
Less: 3rd Quarter Payments	\$1,485,344.83
4th Quarter Priority 1 & 2 Payments	\$1,059,680.96
4th Quarter Priority 3 Payments	\$482,652.76
Total 4th Quarter Payments	\$1,542,333.72
Projected Funds Available for FY15 Less 45 Day Reserves	\$13,328,526.03
Projected Funds Available 1st Quarter FY15	\$3,332,131.51
Projected Payments 1st Quarter FY15*	\$1,528,501.85
Projected Funds Remaining After Payments - Add to FY15 Reserves	\$1,803,629.66
Recommended Priority 3 Payment Percentage 1st Quarter FY15	100%

*Average of last 6 quarters

As required, a 45 day operating expense reserve of \$1,043,808.97 is maintained to cover up to 45 days of victim's claims and administrative expenses.

The increased level of claims paid in FY 2010 resulted in a 52.8% increase in the Federal Grant awarded to Nevada in FY 2012. This allowed us to increase our reserves to an amount sufficient to see us through the current economic downturn. Our reserves for future claims stand at \$6.6 million. We expect to use these reserves over the next five years as the amount of our Federal Grant decreases.

Our current financial review shows that we have sufficient funding to cover remaining 4th quarter Priority Three payments at 100%, and we are projecting sufficient funds to continue paying all claims at 100% in the first quarter of fiscal year 2015.



**DEPARTMENT OF ADMINISTRATION
VICTIMS OF CRIME**

2200 S. Rancho Dr., #210-A

Las Vegas, Nevada 89102

Fax (702) 486-2825

(702) 486-2740

October 8, 2014

Julia Teska, Clerk
Board of Examiners
209 East Musser Street, Room 200
Carson City, NV 89701

RE: Claim of Minor

Dear Board Members:

On May 12, 2010 ten month old minor received violent injuries at the hands of his babysitter. He suffered a fractured skull, bilateral brain damage and was kept on life support. Today, at five years old, he has limited vision and is unable to ambulate, communicate, or participate in any physical activities. He cannot eat by mouth and is fed via a gastronomy tube. He is blind in both eyes, cannot sit, stand, crawl or speak and is susceptible to seizures at any time.

Since he requires 24 hour care, his parents have retained the use of a non-medical care giver who has received specialized training from his neurosurgeon. The use of this care giver versus a registered nurse has drastically reduced the cost of home care for him.

In 2012, he was granted approval by the Victims of Crime Program for a catastrophic claim, which is designated for victims who suffer debilitating injuries. To date, VOCP has expended nearly \$100,000 on his care. Extending his claim another \$50,000 to reach the statutory maximum for catastrophic victims requires Board of Examiner approval.

The Victims of Crime Program respectfully requests the Board of Examiners support the extension of the minor's claim to the maximum allowable of \$150,000.

Board of Examiner Policy:

3. Catastrophic Injury Claims

A. Catastrophic Injuries are those that create a total and permanent disability for the victim, such as the loss of multiple extremities, paraplegia or quadriplegia, or loss of sight in both eyes.

B. A Catastrophic Injury claim may be approved by the VOCP coordinator for up to \$100,000 as permitted by NRS 217.200. Additional funds may be used to pay for items that directly assist the victim, such as medical care and surgeries, extended lost wages, making a home or vehicle accessible, job training and vocational rehabilitation, temporary home health care, or purchase of and/or training in the use of special appliances or prosthetic devices.

D. When the VOCP determines that claim funding exceeding \$100,000 is required to continue benefits to a victim of catastrophic injuries the VOCP coordinator may request that a the claim limit be extended by up to an additional \$50,000, or up to a total of \$150,000, by submitting a request as set forth in NRS 217.200 (4). This section states:

"Upon approval of the Board, an additional award of not more than \$50,000 may be made to a victim. Before approving such an additional award, the Board must consider the amount of money remaining in the Fund for the Compensation of Victims of Crime created pursuant to NRS 217.260 and the particular circumstances of the victim."

Sincerely,

Rebecca Salazar
Program Manager

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

STATEWIDE LEASE INFORMATION

1/13/14

1. Agency: Department of Employment, Training and Rehabilitation
Employment Security Division, JobConnect
500 East Third Street
Carson City, Nevada 89713
Brandon Taylor, (775) 684-3901; bataylor@nvdetr.org
Lynda Parven (702) 486-6640; L-Parven@nvdetr.org

2. Name of Landlord (Lessor): Pyramid Center, LLC
Brynn Miner (714) 599-1112

3. Address of Landlord: 3868 Bowers Dr.
Reno, Nevada 89511

4. Property contact: Marcus Clark, NAI Alliance
50 West Liberty Street
4 Story West Tower
Reno, Nevada 89501
(775) 336-4600; Fax: (775) 3369-4699

5. Address of Lease property: 2281 Pyramid Way
Sparks, Nevada 89431

a. Square Footage: Rentable 8,600
 Usable

b. Cost:

Increase %	Cost per month	# of in time frame	cost per time frame	time frame	cost per square foot
0%	\$13,244.00	12	\$158,928.00	Months 1 through 12	\$1.54
0.03	3% \$13,674.00	12	\$164,088.00	Months 13 through 24	\$1.59
0.00	0% \$13,674.00	12	\$164,088.00	Months 25 through 36	\$1.59
0.03	3% \$14,104.00	12	\$169,248.00	Months 37 through 48	\$1.64
0.00	0% \$14,104.00	12	\$169,248.00	Months 49 through 60	\$1.64
c. Total Lease Consideration:		60	\$825,600.00		

d. Option to renew: Yes No 90 Renewal terms: One identical term

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

f. Term: Five (5) years

g. Pass-thrus/CAM/Taxes: Landlord Tenant

h. Utilities: Landlord Tenant

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

j. Repairs: Major: Landlord Tenant Minor: Landlord Tenant

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

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

m. 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, Security Division, JobConnect

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: \$15,000.00 Furnishings: \$0.00 Data/Phones: \$15,000.00

Remarks: This full service lease relocation includes tenant improvements. Planning efficiencies resulted in a 47% reduction of space required for program use. Total savings for the term for the lease is f \$940,187.40 or 52.36% .

Exceptions/ Special notes:



OCT 13 2014

Lease #1


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number: <u>NV20021140759</u>	Expiration: <u>11/30/2014</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: *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 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: <u>In progress</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

10-13-14

Date



Authorized Signature - Agency

Date

do
For Board of Examiners YES NO

Lease # 1

TG
10/13/14

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

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training & Rehabilitation
 Employment Security Division
 500 East Third Street
 Carson City, Nevada 89713
 contact: Brandon Taylor 775.684.3901 fax 775.684.2020 bataylor@nvdeetr.org

2. Name of Landlord (Lessor): Green Valley Commercial, LLC

3. Address of Landlord: c/o American Nevada Company, LLC
 2275 Corporate Circle, Suite 300
 Henderson, Nevada 89074

4. Property contact: Charles VanGeel
 702.458.8855 fax 702.990.9859 charles.vangeel@anciv.com

5. Address of Lease property: 4500 East Sunset Road, Suite 40
 Henderson, Nevada 89014

a. Square Footage:

Rentable
 Usable 9,061

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$0.00	5	\$0.00	Months 1 - 5	\$0.00
\$16,309.80	7	\$114,168.60	Months 6 - 12	\$1.80
4% \$16,944.07	12	\$203,328.84	Months 13 - 24	\$1.87
4% \$17,668.95	12	\$212,027.40	Months 25 - 36	\$1.95
3% \$18,303.22	12	\$219,638.64	Months 37 - 48	\$2.02
3% \$18,937.49	12	\$227,249.88	Months 49 - 60	\$2.09
4% \$19,662.37	12	\$235,948.44	Months 61 - 72	\$2.17
4% \$20,477.86	12	\$245,734.32	Months 73 - 84	\$2.26

Increase %

RECEIVED

OCT 13 2014

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR

BUD DIVISION

c. Total Lease Consideration: 84 \$1,458,096.12

d. Option to renew: Yes No 180 Renewal terms: One identical term

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

f. Term: Seven (7) 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: 4770

6. Purpose of the lease: To house the Department of Employment, Training & Rehabilitation, Employment Security Division

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: This full service lease was negotiated to relocate the Department of Employment, Training and Rehabilitation. The previous location did not comply to ADA parking or ADA access requirements and was too small to serve the clients efficiently. The new lease includes extensive tenant improvements, five (5) months of abated rent, an increase in size of 41.58% and 5/1 parking in a retail location with better visibility.

Exceptions/ Special notes:

Lease #2


STATEWIDE LEASE INFORMATION


8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20021160538	12/31/2014
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> IND <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	
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:	TBD	

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 10-13-14

 _____
 Authorized Signature - Agency
 Date 10-10-14

II
 For Board of Examiners YES NO

Lease #2

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16163**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Lewis Roca Rothgerber LLP
Agency Code: 030	Contractor Name: Lewis Roca Rothgerber LLP
Appropriation Unit: 1030-04	Address: 201 East Washington Ste 1200
Is budget authority available?: Yes	City/State/Zip: Phoenix, AZ 85004
If "No" please explain: Not Applicable	Contact/Phone: null602-262-5311
	Vendor No.:
	NV Business ID: NV19981000045
To what State Fiscal Year(s) will the contract be charged?	2015-2017

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

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

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/17/2016**Contract term: **2 years and 17 days**4. Type of contract: **Other (include description): Contingency Fee Professional Service Agreement**Contract description: **Legal Counsel**

5. Purpose of contract:

This is a new contract that provides the Office of the Attorney General with special counsel to serve and assist in the prosecution of all civil claims, damages, civil penalties, restitution and disgorgement of profits and injunctions against all appropriate defendants relating the act, use, or employment by all potential defendants including their predecessors companies and subsidiaries that owned, operated, leased, distributed and supplied motor-fuel terminals and dispensing facilities, service stations, and convenience stores in Nevada who through acts and omissions in connection with procurement and use of certain public-benefit funds improperly obtained such funds through deception, fraud, misrepresentation, or concealment, suppression or omission of any material fact.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$0.01**

Other basis for payment: For recovery from a defendant who is settling or a judgement, Contractor shall receive 17% of any recovery after costs and expenses are reimbursed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statute requires that the OAG bring civil action to enforce the consumer and trade practices law of the State of Nevada.

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

It is the opinion of the Attorney General that without the employment of a special contractor it is impossible to proceed with a complex litigation on behalf of the State of 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: **Professional Service (As defined in NAC 333.150)**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	mradu	10/23/2014 15:14:56 PM
Division Approval	chowle	10/23/2014 15:28:59 PM
Department Approval	chowle	10/23/2014 15:29:05 PM
Contract Manager Approval	Iramire7	10/23/2014 15:31:27 PM
Budget Analyst Approval	ekin4	10/24/2014 15:55:26 PM
BOE Agenda Approval	nhovden	10/24/2014 16:03:29 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 CONTRACT1. Contract Number: **16116**

Agency Name:	TREASURER - COLLEGE SAVINGS TRUST	Legal Entity Name:	Pension Consulting Alliance
Agency Code:	051	Contractor Name:	Pension Consulting Alliance
Appropriation Unit:	1092-04	Address:	PENSION CONSULTING ALLIANCE 514 NW Park 11th Avenue
Is budget authority available?:	Yes	City/State/Zip:	Portland, OR 97209
If "No" please explain:	Not Applicable	Contact/Phone:	Eric White 916-740-0017
		Vendor No.:	T29035302
		NV Business ID:	NV20101810381

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2018**Contract term: **4 years and 61 days**4. Type of contract: **Contract**Contract description: **Investment Consult**

5. Purpose of contract:

This is a new contract to provide investment consulting services for the College Savings Plans and the Prepaid Tuition Trust Fund.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,020,000.00**

Payment for services will be made at the rate of \$205,000.00 per year

Other basis for payment: \$400 per hour for special projects not to exceed \$200,000 for the life of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statutes designate the State Treasurer, as well as the Board of Trustees to be the administrator of the College Savings Plans of Nevada and the Prepaid Tuition Trust Fund. They specify the types of investments which may be purchased and the related constraints on how the Plan and Trust must be administered.

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

This work requires specialized knowledge in the management and monitoring of College Savings and Prepaid Trust Funds.

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 by the College Savings Board based on the RFP Evaluation Committee recommendations.

d. Last bid date: 07/01/2014 Anticipated re-bid date: 07/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This contractor is the current consultant for the Nevada College Savings Plans.

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	thagan	10/02/2014 10:06:53 AM
Division Approval	thagan	10/02/2014 10:10:22 AM
Department Approval	thagan	10/02/2014 10:10:25 AM
Contract Manager Approval	aflak1	10/02/2014 10:12:00 AM
Budget Analyst Approval	sbarkdul	10/06/2014 12:56:13 PM
BOE Agenda Approval	cwatson	10/10/2014 08:59:32 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: 15263	Amendment Number: 4
Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: CARPENTER SELLERS ASSOC DBA CARPENTER SELLERS ARCHITECTS
Agency Code: 082	Contractor Name: CARPENTER SELLERS ASSOC DBA CARPENTER SELLERS ARCHITECTS
Appropriation Unit: 1510-63	Address: 1919 S JONES BLVD STE C
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: null702/251-8896
	Vendor No.: T80997582
	NV Business ID: NV19871041301

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 %	X Other funding	100.00 %

13% Univ Sys Rcpt, 10% trans from Cap Proj Fnd, 55% trans from Treas, 22% trans - Pub Works

Agency Reference #: **92114**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/04/2014**
 Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **3 years and 146 days**

4. Type of contract: **Contract**
 Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is the fourth amendment to the original contract, which provides professional architectural/engineering services for the University of Las Vegas (UNLV) Hotel College Academic Building; Project No. 13-P05; Contract No. 92114. The amendment increases the maximum amount from \$2,872,573 to \$3,034,463 to provide for removal of scope item 2 - BEH remodel upgrades and scope item 3 - SFB remodel included in the original agreement, along with additional services requested by UNLV to revise the project's sustainability effort from LEED Silver Equivalency to LEED Silver Certified. The amendment also provides additional services to provide telephone and data connections to adjacent campus buildings and an additional service request by UNLV to reduce the floor area of the building by approximately 3,200 square feet.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,794,118.00
2. Total amount of any previous contract amendments:	\$78,455.00
3. Amount of current contract amendment:	\$161,890.00
4. New maximum contract amount:	\$3,034,463.00

II. JUSTIFICATION

7. What conditions require that this work be done?

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

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

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

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

Not Applicable

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

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

demonstrated the required expertise for work on this project

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

SPWD, currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/03/2014 15:30:54 PM
Division Approval	dgrimm	10/03/2014 15:30:57 PM
Department Approval	dgrimm	10/08/2014 13:17:35 PM
Contract Manager Approval	dgrimm	10/08/2014 16:17:12 PM
Budget Analyst Approval	jrodrig9	10/13/2014 20:36:45 PM
BOE Agenda Approval	cwatson	10/17/2014 09:48:46 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: **13614** Amendment Number: **2**
 Agency Name: **OFFICE OF VETERAN'S SERVICES** Legal Entity Name: **Civic Resource Group, LLC.**
 Agency Code: **240** Contractor Name: **Civic Resource Group, LLC.**
 Appropriation Unit: **2564-10** Address: **915 Wilshire Blvd., #2175**
 Is budget authority available?: **Yes** City/State/Zip: **Los Angeles, CA 90017**
 If "No" please explain: **Not Applicable** Contact/Phone: **Gregory Curtin 213-225-1170**
 Vendor No.: **T29031864**
 NV Business ID: **NV20121332893**

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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Veterans' Gift Account

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/14/2012**
 Anticipated BOE meeting date: **11/2014**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **08/31/2016**
 Contract term: **4 years and 18 days**

4. Type of contract: **Contract**
 Contract description: **Social Network**

5. Purpose of contract:
This is the second amendment to the original contract, which provides programming service to rebuild the Department of Veterans Services web site. This amendment continues software support for an additional two years of continued maintenance and increases the maximum amount from \$340,000 to \$440,000 for this support and additional programming projects.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$340,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$100,000.00
4. New maximum contract amount:	\$440,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Nevada Office of Veterans Services needs to upgrade the web site in order to reach all members of the veteran community and ensure that their needs are being addressed by the Agency

8. Explain why State employees in your agency or other State agencies are not able to do this work:
No State employees are available to perform these tasks.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
The vendor received the highest score from the evaluation committee.

d. Last bid date: 05/01/2012 Anticipated re-bid date: 04/01/2014

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?

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	agarland	09/09/2014 12:46:31 PM
Division Approval	agarland	09/09/2014 12:46:34 PM
Department Approval	agarland	09/09/2014 12:46:37 PM
Contract Manager Approval	mnobles	09/10/2014 15:50:52 PM
DoIT Approval	csweeney	09/12/2014 07:14:59 AM
Budget Analyst Approval	ekin4	09/26/2014 09:09:33 AM
BOE Agenda Approval	nhovden	09/29/2014 11:21:08 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 13995	Amendment Number: 3
Agency Name: DEPARTMENT OF EDUCATION	Legal Entity Name: Cayen Systems LLC
Agency Code: 300	Contractor Name: Cayen Systems LLC
Appropriation Unit: 2709-64	Address: 7100 W Center St
Is budget authority available?: Yes	City/State/Zip: Milwaukee, WI 53210-1123
If "No" please explain: Not Applicable	Contact/Phone: Joe Cayen 414-257-9400
	Vendor No.: T29032006
	NV Business ID: NV20131069887

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/12/2013**

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2014**

Contract term: **2 years and 263 days**

4. Type of contract: **Contract**

Contract description: **Federal Reports/Eval**

5. Purpose of contract:

This is the third amendment to the original contract, which provides annual maintenance and support for the Cayen After School 21 (AS 21) statewide System and 51 sites in support of the Nevada 21st Century Community Learning Centers (CCLC) program. This amendment extends the termination date from November 30, 2014 to November 30, 2015 and increases the maximum amount from \$48,680 to \$75,820 due to an increase in sites from 51 to 52 and continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$48,680.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$27,140.00
4. New maximum contract amount:	\$75,820.00
and/or the termination date of the original contract has changed to:	11/30/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

The united States Department of Education (USDOE) Requires certain data be provised as part of the 21st Annual Performance Report (PPICs) in a specific format, Cayan AS21 masses the inforamtion from the 51 programs in order to meet the various requirements and then uploads this information into Federal data contractor, AIR.

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

Due to the small staff size assigned to work with Elementary and secondary Education, the consultants who handle the programs included in this contract, also handle a minimum of three other programs as well. Due to the workload assigned to NDE staff, there is not enough time to complete these assignments, and no other state agency has the required background knowledge and/or expertise.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 121207
Approval Date: 12/20/2012

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

s no one else can make changes to the CayenAS system, required changes to make the Nevada 21st CCLC program operate in compliance with the federal guidelines in terms of tracking and reporting would be jeopardized. While other systems could be purchased, the cost would be prohibitive in terms of the dollars and time. Having no system in place would cause significant problems with end of year reporting

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:
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	mburto1	10/10/2014 09:39:31 AM
Division Approval	mburto1	10/10/2014 09:39:34 AM
Department Approval	lyoun7	10/10/2014 13:29:10 PM
Contract Manager Approval	mburto1	10/10/2014 14:40:27 PM
Budget Analyst Approval	sbrown	10/13/2014 17:01:16 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: **16159**

Agency Name: NDE - DEPARTMENT OF EDUCATION	Legal Entity Name: Center for Assessment
Agency Code: 300	Contractor Name: Center for Assessment
Appropriation Unit: 2713-45	Address: 31 MOUNT VERNON ST
Is budget authority available?: Yes	City/State/Zip: DOVER, NH 03820-3007
If "No" please explain: Not Applicable	Contact/Phone: null603-516-7900
	Vendor No.: T29033730
	NV Business ID: E0464712013-4

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2014**

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **229 days**

4. Type of contract: **Contract**

Contract description: **Standards Setting**

5. Purpose of contract:

This is a new contract for services to improve the Nevada School Performance Framework (NSPF) model for school accountability through customized support to the Department of Education and districts in designing, implementing and improving fair, effective and defensible assessment and accountability programs. Including effective programs in support of low-performing schools.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$103,500.00**

Payment for services will be made at the rate of \$1,800.00 per Day

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Education (NDE) seeks to improve the Nevada School Performance Framework (NSPF) by contracting with a consultant to validate the appropriateness of the Star System and the indicators that contribute to it. NDE would like to contract

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

The Nevada Department of Education does not have the staff or expertise, to complete the validation within the required timeframe.

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

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

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

Not Applicable

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

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

This is the only vendor that performs all of the required program needs.

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:
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	bsotomay	10/22/2014 16:17:40 PM
Division Approval	mmarti19	10/22/2014 16:38:20 PM
Department Approval	mmarti19	10/22/2014 16:38:26 PM
Contract Manager Approval	bsotomay	10/22/2014 16:58:00 PM
Budget Analyst Approval	sbrown	10/27/2014 14:13:10 PM
BOE Agenda Approval	sbrown	10/27/2014 14:13:15 PM
BOE Final Approval	Pending	

Attachment AA

State of Nevada
 Department of Administration
 Purchasing Division
 515 E. Musser Street, Suite 300
 Carson City, NV 89701



Brian Sandoval
 Governor
 Julia Teska
 Director
 Greg Smith
 Administrator

Purchasing Use Only:	
Approval#:	141006

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency:	Department of Education	
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	Lisa Young, Administrative Services Officer 3	687-9169	lyoung@doe.nv.gov

Vendor Information:	
1b	Identify Vendor: Center for Assessment
	Contact Name: Chris Domaleski
	Address: 31 Mount Vernon St. Dover, NH 03820
	Telephone Number: 603-516-7900
	Email Address: www.neiea.org c.domaleski@nciea.org

1c	Type of Waiver Requested – Check the appropriate type:	
	Sole or Single Source:	<input type="checkbox"/>
	Professional Service Exemption:	<input checked="" type="checkbox"/>

Contract Information:					
1d	Is this a new Contract?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
	Amendment:	#			
	CETS:	#			

1e	Term:				
	One (1) Time Purchase:	<input type="checkbox"/>			
	Contract:	Start Date:	Upon Approval	End Date:	September 30, 2015

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

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	\$ 115,000

Attachment AA

2	<p>Provide a description of work/services to be performed or commodity/good to be purchased:</p> <p><i>The Nevada School Performance Framework or NSPF produces an index score based on 100 points for each of Nevada's public schools and serves as the state's model for school accountability. All of the indicators in the NSFP are measured against established criteria which classifies schools within a five-star performance rating system. The NSPF includes multiple measures of student achievement and growth and aligns the designations for schools to the delivery of appropriate supports and rewards.</i></p>
	<p><i>The Nevada Department of Education (NDE) seeks to improve the Nevada School Performance Framework (NSPF) by contracting with a consultant to validate the appropriateness of the star system and the indicators that contribute to it. In order accomplish this, NDE would like to contract with the National Center for the Improvement of Educational Assessment, Inc., a 501(c)(3) not-for-profit corporation, who specializes in this work.</i></p>

3	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p>
	<p><i>NDE is looking to validate that the data used for the state's existing model for school accountability supports the outcome and school rating system. While there may be some independent consultants who do parts of this type of work (e.g. some university faculty) and some advocacy organizations that promote a particular type of accountability system (e.g. Foundation for Educational Excellence) we know of no other organizations that do general consulting on design and technical validation of accountability systems to meet a state's policy vision. Our contacts within the industry know of no other entities that do this work either.</i></p>

4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p>
	<p><i>Due to the specific nature of this work, the timeframe required to complete the validation, and the due diligence that NDE has done to find competitive bidders for this project, it is in the Department's best interest to request a Solicitation Waiver.</i></p> <p><i>The National Center for the Improvement of Educational Assessment, Inc. (Center for Assessment) currently has contracts with 35 states and entities, five school districts, and 18 non-governmental organizations for this type of consulting, and therefore is the most economical option available.</i></p>

5	<p>Were alternative services or commodities evaluated? Check One.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Yes:</td> <td style="width: 10%;"></td> <td style="width: 20%;">No:</td> <td style="width: 10%; text-align: center;">√</td> </tr> </table>	Yes:		No:	√
	Yes:		No:	√	
	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p>				
<p>b. <i>If not, why were alternatives not evaluated?</i></p> <p><i>This is a specific type of work that needs to be done in order to validate the state's model for school accountability. The validation must be fair, effective, and legally defensible. There are no other alternatives to this type of work.</i></p>					

6	<p>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request.</p>			
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Yes:</td> <td style="width: 10%;"></td> <td style="width: 20%;">No:</td> <td style="width: 10%; text-align: center;">√</td> </tr> </table>	Yes:		No:
Yes:		No:	√	

Attachment AA

a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>			
<i>Term Start and End Dates</i>	<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>
	\$		
	\$		
	\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<p><i>The Nevada Department of Education has successfully applied for a <u>short-term</u> extension of the State's 2012 ESEA Flexibility Waiver. This waiver allows for flexibility from certain provisions of the Elementary and Secondary Education Act (ESEA), also known as No Child Left Behind (NCLB). The approval of the ESEA Waiver Extension permits Nevada to continue improvements to the NSPF.</i></p> <p><i>Due to the aggressive timeline for the extension mandated by the USDOE, going out to competitive bid could delay and potentially lead to the loss of flexibility that is inherent in our system. The loss of flexibility could cause NV to have to revert back to the NCLB/adequate yearly progress system of accountability that did not provide a clear and accurate description of progress for students and teachers. Stepping back to the old accountability system would be cost prohibitive, requiring funds be allocated on redesign, communication and professional development for NDE staff, district personnel and stakeholders.</i></p>

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	<p><i>An exhaustive search within our current Education Services vendors was conducted. While there are a variety of contractors that can create content standards and assessments, the service we are looking at is to validate our current accountability model, which is an entirely different process.</i></p> <p><i>The Center for Assessment has the experience, knowledge, and working framework to assist the Department in validating its Star Rating system.</i></p>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:		No:	√
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				

Attachment AA

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

Lisa Young

Agency Representative Initiating Request

Lisa Young, ASO3

Print Name of Agency Representative Initiating Request

10/7/14

Date

M. Martini

Signature of Agency Head Authorizing Request

10/9/14

Mindy Martini, Deputy Superintendent

Print Name of Agency Head Authorizing Request

10/9/14

Date

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

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

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

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

Signed:

Aug Smith

Administrator, Purchasing Division or Designee

10-13-14

Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16127**

Agency Name:	DTCA - MUSEUMS AND HISTORY DIVISION	Legal Entity Name:	JOHNSON CONTROLS INC
Agency Code:	331	Contractor Name:	JOHNSON CONTROLS INC
Appropriation Unit:	2943-07	Address:	3645 W Oquendo Rd Ste 100
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89118
If "No" please explain:	Not Applicable	Contact/Phone:	null702-873-2200
		Vendor No.:	T10346500A
		NV Business ID:	NV19571000769
To what State Fiscal Year(s) will the contract be charged?	2015-2018		
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.			
<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees 0.00 %
	Federal Funds	0.00 %	Bonds 0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding 50.00 % Division of Tourism Transfer-Lodging Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2014**

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2017**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **NSMLV HVAC Service**

5. Purpose of contract:

This is a new contract to provide ongoing full service repair, maintenance, and replacement for the Nevada State Museum Las Vegas' heating, air conditioning, and ventilation system.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$203,449.00**

Other basis for payment: \$5,441 per month for year one and year two of the contract; \$5,605 per month for year three of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

If the HVAC system is not maintained and serviced on a regular basis, it could result in catastrophic failure, endanger valuable artifact collections, and require closure of the building until costly repairs are made.

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

The agency does not have positions approved for the maintenance and repair of HVAC equipment. These positions require certified skills and knowledge.

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?

Based on the evaluation, Johnson Controls was the most qualified to perform the required services.

d. Last bid date: 09/03/2014 Anticipated re-bid date: 09/03/2017

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:

DCFS 4/1/2010 - 3/31/2012
Nevada State Veterans Home - Boulder City 7/1/11 - Present
DETR 7/1/11 - Present
B&G 8/8/12 - Present
Nevada State Museum Las Vegas - 5/2013 - Present

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	cedlefse	10/13/2014 16:19:13 PM
Division Approval	cedlefse	10/13/2014 16:19:17 PM
Department Approval	amathies	10/13/2014 16:34:48 PM
Contract Manager Approval	cedlefse	10/13/2014 16:35:23 PM
Budget Analyst Approval	tgreenam	10/13/2014 16:50:16 PM
BOE Agenda Approval	myoun3	10/13/2014 16:56:10 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: **15320** Amendment Number: **2**
 Legal Entity Name: **CHASE GLOBAL SERVICES**
 Agency Name: **DHHS - WELFARE AND SUPPORT SERVICES** Contractor Name: **CHASE GLOBAL SERVICES**
 Agency Code: **407** Address: **321 CHENEY ST**
 Appropriation Unit: **3228-50** City/State/Zip: **RENO, NV 89502**
 Is budget authority available?: **Yes** Contact/Phone: **null775/287-9120**
 If "No" please explain: **Not Applicable** Vendor No.: **T29028922**
 NV Business ID: **NV20031499292**
 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	4.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	96.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #3068**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/11/2014**
 Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**
 Contract term: **1 year and 111 days**

4. Type of contract: **Contract**
 Contract description: **Correspondence Manag**

5. Purpose of contract:
This is the second amendment to the original contract, which provides a Correspondence Management Solution related to the Medicaid program that will integrate all varieties of paper and electronic correspondence into a unified customizable solution to improve quality, reliability, accountability, and increase compliance with regulatory requirements. This amendment revises the consideration language, increases the maximum amount from \$2,391,689.90 to \$2,700,000.00, revises Attachment AA - Deliverable Payment Schedule, removes Change Order 1 Items 1 - 3 and their corresponding scopes of work and incorporates Change Order 2 Items 1 - 3.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,161,009.90
2. Total amount of any previous contract amendments:	\$230,680.00
3. Amount of current contract amendment:	\$308,310.10
4. New maximum contract amount:	\$2,700,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
The workflow processes currently used to generate outbound correspondence need to be redesigned.

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?

Pursuant to RFP #3068, 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: 09/12/2013 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:

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 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	tdufresn	10/02/2014 14:15:58 PM
Division Approval	msmit5	10/16/2014 08:29:28 AM
Department Approval	ecreceli	10/17/2014 08:56:42 AM
Contract Manager Approval	sjon23	10/17/2014 10:17:33 AM
DoIT Approval	bbohm	10/17/2014 10:41:40 AM
Budget Analyst Approval	ekin4	10/18/2014 12:19:56 PM
BOE Agenda Approval	jburry	10/23/2014 16:47:06 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 15804	Amendment Number: 1
Agency Name: DHHS - WELFARE AND SUPPORT SERVICES	Legal Entity Name: CIT COMMUNICATIONS FINANCE COR
Agency Code: 407	Contractor Name: CIT COMMUNICATIONS FINANCE COR
Appropriation Unit: 3228-04	Address: AVAYA FINANCIAL SERVICES PO BOX 93000
Is budget authority available?: Yes	City/State/Zip: CHICAGO, IL 60673-3000
If "No" please explain: Not Applicable	Contact/Phone: null904-380-5277
	Vendor No.: PUR0003316A
	NV Business ID: NV20111396654

To what State Fiscal Year(s) will the contract be charged? **2015-2020**

What is the source of funds that 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	30.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	70.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/08/2014**

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2019**

Contract term: **5 years and 85 days**

4. Type of contract: **Lease/Purchase Agreement**

Contract description: **Tech Refresh**

5. Purpose of contract:

This is the first amendment to the original lease to provide financing for equipment required to upgrade the Division of Welfare and Supportive Services telephone system. This amendment incorporates schedule number 0020 to lease number x263772 for telecommunication equipment located at the Warm Springs Office and extends the termination date from July 31, 2019 to September 30, 2019.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,984,096.80
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$111,507.39
4. New maximum contract amount:	\$2,095,604.19
and/or the termination date of the original contract has changed to:	09/30/2019

II. JUSTIFICATION

7. What conditions require that this work be done?

Telecom systems must be kept up to date to provide continuous support to customers.

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.

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 #3067, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed committee. Financing through Avaya Financial Services was included in the bid for service.

d. Last bid date: 02/01/2014 Anticipated re-bid date: 12/31/2018

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 EITS and DWSS and performing 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	tdufresn	10/08/2014 08:53:43 AM
Division Approval	msmit5	10/10/2014 16:05:59 PM
Department Approval	ecrecli	10/10/2014 17:18:39 PM
Contract Manager Approval	sjon23	10/14/2014 12:40:22 PM
Budget Analyst Approval	ekin4	10/15/2014 05:11:11 AM
BOE Agenda Approval	nhovden	10/15/2014 10:19:33 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: 13439	Amendment Number: 10
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	4.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	96.00 %	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 **07/01/2012**

Anticipated BOE meeting date 11/2014

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 tenth amendment to the original contract to develop and implement the Health Care Reform Eligibility Engine (HCR-EE), 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 as mandated by the Affordable Care Act of 2010. This amendment increases the maximum amount from \$44,732,267.35 to \$45,389,067.35, revises Attachment AA - Deliverable Payment Schedule, and incorporates Change Orders 46, 49, and 50.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,761,639.35
2. Total amount of any previous contract amendments:	\$19,970,628.00
3. Amount of current contract amendment:	\$656,800.00
4. New maximum contract amount:	\$45,389,067.35

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	ewatson	10/10/2014 14:51:14 PM
Division Approval	msmit5	10/16/2014 12:10:52 PM
Department Approval	ecreceli	10/17/2014 09:34:01 AM

Contract Manager Approval	sjon23	10/17/2014 10:17:45 AM
DoIT Approval	bbohm	10/17/2014 10:43:17 AM
Budget Analyst Approval	ekin4	10/21/2014 08:19:04 AM
BOE Agenda Approval	nhovden	10/21/2014 13:00:35 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: **15938**

Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Lincoln County Hospital District
Agency Code: 409	Contractor Name: Lincoln County Hospital District
Appropriation Unit: 3179-04	Address: PO Box 1010
Is budget authority available?: Yes	City/State/Zip: Caliente, NV 89008
If "No" please explain: Not Applicable	Contact/Phone: null775-726-3171
	Vendor No.: T80588110
	NV Business ID: government

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2015**

Anticipated BOE meeting date 10/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **3 years and 180 days**

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

Contract description: **medical services**

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing medical services, including diagnosis and treatment, to youth in residence at Caliente Youth Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$103,134.00**

Other basis for payment: 1/1/15-6/30/15 = \$2295/mo, 7/1/15-6/30/16 = \$2386/mo, 7/1/16-6/30/17 = \$2481/mo, 7/1/17-6/30/18 = \$2580/mo

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 432A.530 requires that medical care be provided to youth in our care.

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

A medically qualified and licensed physician is required to diagnose and treat the youth in residence including prescribing medication. There is no licensed physician on staff at Caliente Youth 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?

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

Yes, the contractor is a governmental entity of Lincoln County.

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:

Yes, 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 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	jmorro5	08/14/2014 11:35:22 AM
Division Approval	jmorro5	08/14/2014 11:35:25 AM
Department Approval	ecreceli	09/24/2014 16:55:59 PM
Contract Manager Approval	ihyman	10/01/2014 08:10:00 AM
Budget Analyst Approval	knielsen	10/01/2014 08:11:29 AM
BOE Agenda Approval	nhovden	10/03/2014 14:28:41 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: **13510** Amendment Number: **1**

Agency Name: **ADJUTANT GENERAL & NATL GUARD** Legal Entity Name: **AMEC Environment & Infrastructure, INC.**

Agency Code: **431** Contractor Name: **AMEC Environment & Infrastructure, INC.**

Appropriation Unit: **3650-16** Address: **3800 Ezell Road Suite 100**

Is budget authority available?: **Yes** City/State/Zip: **Nashville, TN 37211**

If "No" please explain: **Not Applicable** Contact/Phone: **null615-333-0636**

Vendor No.: **T80984076A**

NV Business ID: **19941068472**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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

Agency Reference #: **061-2012**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/13/2012**

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/10/2015**

Contract term: **2 years and 362 days**

4. Type of contract: **Contract**

Contract description: **FMO GIS Environ**

5. Purpose of contract:

This is the first amendment to the original contract, which provides on-call Geographic Information System (GIS) services to Nevada Army National Guard staff. This work will be consistent with National Guard Bureau's GIS standards and requirements of geospatial data. This amendment increases the maximum amount from \$58,088.00 to \$121,709.20 due to an increased continuing need for existing services. This amendment increases database support for updates, onsite development, and provides staff support and orientation while converting the database site to a Java Script website.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$58,088.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$63,621.20
4. New maximum contract amount:	\$121,709.20

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide on-call GIS services to NVARNG staff. This work will be consistent with National Guard Bureau's GIS standards and requirements of Geospatial Data.

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

State employees do not possess requisite skills and certifications to provide GIS support

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Per NAC 333.150 Vendor meets the specific requirements to execute this service

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	vradford	10/02/2014 19:08:21 PM
Division Approval	ctyle1	10/03/2014 12:13:30 PM
Department Approval	ctyle1	10/03/2014 12:13:32 PM
Contract Manager Approval	ctyle1	10/03/2014 12:13:35 PM
Budget Analyst Approval	jborrowm	10/10/2014 10:52:46 AM
BOE Agenda Approval	jborrowm	10/10/2014 10:52:50 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: **16107**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Workforce Connections
Agency Code: 440	Contractor Name: Workforce Connections
Appropriation Unit: 3711-23	Address: 6330 W. Charleston Blvd., Suite 150
Is budget authority available?: No	City/State/Zip: Las Vegas, NV 89146-1183
If "No" please explain: Work Program Pending	Contact/Phone: Heather DeSart, Director 702/638-8750
	Vendor No.: T81079028
	NV Business ID: Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	2015-2016

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

2. Contract start date:

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

Anticipated BOE meeting date: 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2015**

Contract term: **333 days**

4. Type of contract: **Revenue Contract**

Contract description: **Cost Reimbursement**

5. Purpose of contract:

This is a new interlocal agreement to provide vocational training, mental health and substance abuse evaluations, and other supportive services to adult offenders located at Florence McClure Women's Correctional Center. Title 1 Funds through the Workforce Investment Act of 1998 (WIA) Adult and Dislocated Worker Program to the Department of Corrections will increase offender employability and chances of success upon release. This request is contingent upon Interim Finance Committee's approval of a pending action item.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$800,000.00**

Other basis for payment: Workforce Connections will process 30 day advance payment to Nevada Department of Corrections based on 30 day forecast with a true-up at the end of each 30 days. This payment process will continue until expiration of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act of 1998 (WIA).

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?

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	dbec2	09/30/2014 16:06:24 PM
Division Approval	dmartine	10/01/2014 11:32:50 AM
Department Approval	bfarris	10/01/2014 11:49:22 AM
Contract Manager Approval	jhardy	10/01/2014 14:22:59 PM
Budget Analyst Approval	cmurph3	10/09/2014 08:36:38 AM
BOE Agenda Approval	sbrown	10/10/2014 08:57:28 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: **15956**

Agency Name: **DEPARTMENT OF CORRECTIONS**
Agency Code: **440**
Appropriation Unit: **3715-09**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **D&R Hydrant, Inc.**
Contractor Name: **D&R Hydrant, Inc.**
Address: **128 Elm Street**
City/State/Zip: **Henderson, NV 89015**
Contact/Phone: **Donald L. Griffie, President 702/564-0885**
Vendor No.: **T29023640**
NV Business ID: **NV19991246379**

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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.

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

Agency Reference #: Solicitation 201416

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Back Flow Test/Cert**

5. Purpose of contract:

This is a new contract that continues ongoing backflow testing and certification services to Casa Grande Transitional Housing, Florence McClure Women's Corretional Center, High Desert State Prison, Jean Conservation Camp, Southern Nevada Correctional Center, Southern Desert Correctional Center and Three Lakes Valley Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$69,539.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Backflow testing and certification is a required service.

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

Historically the Department has outsourced backflow testing and certification services to a vendor with the qualifications and license to perform the required testing and certification. The Department does not have these qualifications or license.

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?

Pursuant to Solicitation #201416 the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/30/2014 Anticipated re-bid date: 02/28/2018

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	clyons	09/04/2014 08:01:29 AM
Division Approval	dmartine	09/23/2014 12:11:44 PM
Department Approval	bfarris	09/23/2014 17:30:01 PM
Contract Manager Approval	jhardy	10/07/2014 16:14:22 PM
Budget Analyst Approval	cmurph3	10/09/2014 08:31:10 AM
BOE Agenda Approval	sbrown	10/10/2014 08:58:06 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: **16149**

Agency Name: DPS-RECORDS & TECHNOLOGY	Legal Entity Name: MANAGEMENT TECHNOLOGY GRP LLC
Agency Code: 655	Contractor Name: MANAGEMENT TECHNOLOGY GRP LLC
Appropriation Unit: 4709-17	Address: MTG MANAGEMENT CONSULTNS LLC
Is budget authority available?: No	401 2ND AVE S STE 240
If "No" please explain: Work Program C30434 will be presented at the October 22, 2014 Interim Finance Committee meeting. Currently, there is no authority in the NCHIP category (#17).	City/State/Zip: SEATTLE, WA 98104-3858
	Contact/Phone: null206/442-5010
	Vendor No.: T29025149
	NV Business ID: NV20041240020

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2016**

Contract term: **1 year and 151 days**

4. Type of contract: **Contract**

Contract description: **CCH Backfill Project**

5. Purpose of contract:

This is a new contract to provide all necessary services to complete the design and coding portions of a new application as part of the Criminal History Backfill Project, which is a project to increase the quantity of final dispositions housed in the Nevada Criminal History Repository.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$296,534.96**

Other basis for payment: Upon completion of each phase and acceptance by the State

II. JUSTIFICATION

7. What conditions require that this work be done?

The results of a recent independent study concluded that the Nevada Criminal History Repository suffers from incomplete, untimely, and inaccurate criminal history record information in State and Federal criminal history files, due to a lack of final dispositions being reported. According to the Bureau of Justice Statistics (BJS) Survey of State Criminal History Systems 2010, the most recent available, only 45% of all arrests in Nevada's criminal history system have a disposition on file, and only 29% of arrests from 2006-2010 have a disposition on file. This compares to the national average of 67.8% for all arrests and 65.8% for arrests from 2006-2010. The percentage of felony charges with final dispositions is also low compared to the national average: 46% versus 66.2%.

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

Employees do not have the skills and expertise required to do this work.

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 #3134, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/22/2014 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This vendor has been under contract on several occasions with the division and services have 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 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	jdibasil	10/16/2014 08:57:13 AM
Division Approval	jdibasil	10/16/2014 08:57:17 AM
Department Approval	jbauer	10/16/2014 13:21:28 PM
Contract Manager Approval	jbauer	10/16/2014 13:21:34 PM
DoIT Approval	bbohm	10/17/2014 10:44:19 AM
Budget Analyst Approval	jstrandb	10/22/2014 09:08:31 AM
BOE Agenda Approval	cwatson	10/22/2014 13:23:25 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11821** Amendment Number: **2**
 Agency Name: **WILDLIFE** Legal Entity Name: **StandardAero**
 Agency Code: **702** Contractor Name: **StandardAero**
 Appropriation Unit: **4461-13** Address: **33 Allen Dyne Road**
 Is budget authority available?: **Yes** City/State/Zip: **Winnipeg, MB R3H1A1**
 If "No" please explain: **Not Applicable** Contact/Phone: **null204-788-5403**
 Vendor No.:
 NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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

General Funds	0.00 %	X	Fees	25.00 %	Sportsmen Revenue
X Federal Funds	75.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

Agency Reference #: 11-28

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2011**
 Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/07/2015**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **Aircraft maintenance**

5. Purpose of contract:
This is the second amendment to the original contract, which provides engine maintenance to two jet helicopters. This amendment increases the maximum amount from \$240,000 to \$316,950 for an engine compressor overhaul and unforeseen maintenance issues during the overhaul.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$240,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$76,950.00
4. New maximum contract amount:	\$316,950.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Federal Aviation Administration rules require periodic overhaul of certain items on the helicopter - in this case the engine - to keep it airworthy.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The Nevada Department of Wildlife does not possess the equipment necessary to complete overhauls on turbine engines.

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

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

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Based on selection criteria for RFP.

d. Last bid date: 11/03/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Dept. of Wildlife. Work was satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Other **Company in Canada work is not performed in the U.S.**

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	10/06/2014 11:33:17 AM
Division Approval	kdailey	10/06/2014 11:33:21 AM
Department Approval	eobrien	10/06/2014 11:49:11 AM
Contract Manager Approval	kdailey	10/06/2014 12:07:35 PM
Budget Analyst Approval	sbarkdul	10/10/2014 09:39:59 AM
BOE Agenda Approval	cwatson	10/17/2014 09:54:27 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: **16118**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: JF Griffin Publishing LLC
Agency Code: 702	Contractor Name: JF Griffin Publishing LLC
Appropriation Unit: 4462-11	Address: 430 Main Street
Is budget authority available?: Yes	City/State/Zip: Williamstown, MA 01267
If "No" please explain: Not Applicable	Contact/Phone: Drew Kelly (413)2121466
	Vendor No.: T32003111
	NV Business ID: NV20141610564
To what State Fiscal Year(s) will the contract be charged?	2015-2019

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

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

Agency Reference #: **RFP#2079-AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2014**

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2018**

Contract term: **4 years and 18 days**

4. Type of contract: **Contract**

Contract description: **Wildlife Publication**

5. Purpose of contract:

This is a new contract to provide the design, production, publishing, printing and distribution of various wildlife publications.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$101,523.16**

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will allow the Department of Wildlife's (NDOW) Conservation Education Division to print and maintain the necessary stock of regulatory annual publications for Nevada's hunters and anglers who rely on these publications to keep informed on current laws and regulations pertaining to hunting and fishing wildlife in Nevada.

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

The selected vendor offers services in professional printing, graphics, photography, editing and layout that is currently unavailable to the limited staff at NDOW.

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 #2079, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/11/2014 Anticipated re-bid date: 06/30/2018

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 Foreign Limited Liability Company.

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	kdailey	10/01/2014 15:43:15 PM
Division Approval	kdailey	10/01/2014 15:43:18 PM
Department Approval	eobrien	10/01/2014 15:53:32 PM
Contract Manager Approval	kdailey	10/02/2014 11:14:46 AM
Budget Analyst Approval	sbarkdul	10/06/2014 12:52:41 PM
BOE Agenda Approval	cwatson	10/10/2014 08:58:28 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: **16133**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: POORE, DONALD R DBA STREAMWISE
Agency Code: 702	Contractor Name: POORE, DONALD R DBA STREAMWISE
Appropriation Unit: 4465-13	Address: 600 S MOUNT SHASTA BLVD
Is budget authority available?: Yes	City/State/Zip: MOUNT SHASTA, CA 96067-2530
If "No" please explain: Not Applicable	Contact/Phone: null530/941-6334
	Vendor No.: T27012021
	NV Business ID: NV20141364408

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

Agency Reference #: 15-06

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **272 days**

4. Type of contract: **Contract**

Contract description: **Sunnyside Creek**

5. Purpose of contract:

This is a new contract to remove an existing drop structure fish passage barrier on Sunnyside Creek, which fragments and alters habitat for the endangered White River spinedace. The existing structure will be replaced with a passable bottomless box culvert structure. This work will improve habitat form and function, increase the quality and quantity of available habitat, and provide a migration corridor for the White River spinedace.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$58,600.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The White River spinedace is a federally endangered species and only inhabits Sunnyside Creek and its headwaters. The existing fish barrier prevents any White Water spineedace from migrating back stream if they move downstream of the barrier. The fish downstream of the barrier essentially become loss to the species since they are unable to migrate.

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

Specific expertise and experience is required in restoration of aquatic habitats.

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 #: 140906

Approval Date: 09/16/2014

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

Contractor has specific expertise and experience in aquatic habitat restoration in small spring systems for conservation of rare fisheries. Contractor has previously completed satisfactory work in similar projects.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Sole Proprietor

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

Yes

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

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	kdailey	10/08/2014 10:01:10 AM
Division Approval	kdailey	10/08/2014 10:01:12 AM
Department Approval	eobrien	10/08/2014 10:09:56 AM
Contract Manager Approval	kdailey	10/08/2014 10:10:55 AM
Budget Analyst Approval	sbarkdul	10/08/2014 12:15:04 PM
BOE Agenda Approval	cwatson	10/10/2014 08:59:58 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16117**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: BROADBENT & ASSOCIATES INC
Agency Code: 709	Contractor Name: BROADBENT & ASSOCIATES INC
Appropriation Unit: 3187-75	Address: 8 W PACIFIC AVE
Is budget authority available?: Yes	City/State/Zip: HENDERSON, NV 89015
If "No" please explain: Not Applicable	Contact/Phone: Kirk Stowers 702/563-0600
	Vendor No.: T80989610
	NV Business ID: NV19891031637

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	X	Fees	46.00 % Hazardous Waste Fund/Petroleum
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	54.00 % Interim Fluid Management Trust

Agency Reference #: **RFP #3133**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2015**

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Environmental EMAR**

5. Purpose of contract:

This is a new contract to provide environmental mitigation, assessment and remediation services on an as needed basis. Environmental contamination can occur or be identified statewide where a responsible party is unidentified, unable or unwilling to perform site characterization and cleanup in a timely manner. The division may need to perform this work to protect the public welfare and protect or restore the state's natural resources. This contract provides the division with the require specialized technical assistance to perform oversight of work performed by responsible parties at sites with environmental contamination.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,500,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Environmental contamination can occur or be identified statewide. The State needs to be able to protect the public welfare.

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

The State does not have the staffing or expertise available to perform these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3133, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/22/2014 Anticipated re-bid date: 07/01/2019

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:

NDEP - Bureau of Corrective Actions = Broadbent currently has two contracts with BCA. The contractor has performed satisfactorily.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	lfleming	10/03/2014 11:03:34 AM
Division Approval	glovato	10/03/2014 12:14:41 PM
Department Approval	demme	10/06/2014 07:48:22 AM
Contract Manager Approval	sgotta	10/06/2014 14:20:04 PM
Budget Analyst Approval	jrodrig9	10/13/2014 21:51:26 PM
BOE Agenda Approval	cwatson	10/17/2014 09:50:04 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: **16096**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: Clark County Department of Air Quality
Agency Code: 709	Contractor Name: Clark County Department of Air Quality
Appropriation Unit: 3187-60	Address: 4701 Russell Road, Suite 200
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89118
If "No" please explain: Not Applicable	Contact/Phone: null702-455-5942
	Vendor No.:
	NV Business ID: Not applicable

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

2. Contract start date:

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

Anticipated BOE meeting date 10/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2015**

Contract term: **1 year and 91 days**

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

Contract description: **Clark County Air EN**

5. Purpose of contract:

This is a new interlocal agreement to provide support to Clark County Department of Air Quality (DAQ) for the development of the Air Action Tracking System, a new production system that replaces all in-house data repositories and will be capable of interfacing with Environmental Protection Agency (EPA) data warehouse nodes. DAQ has direct delegation of the air programs and is independently responsible for entering data into EPA's Air Facility System.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$137,241.00**

Payment for services will be made at the rate of \$137,241.00 per contract period

II. JUSTIFICATION

7. What conditions require that this work be done?

Clark County Department of Air Quality has direct delegation from the federal government for the air programs and is independently responsible for entering data into AFS. However, Clark County is not eligible to apply for EPA Exchange Network grants so Nevada applied on behalf of Clark County with the intent that Nevada DEP and Clark County DAQ will negotiate an interlocal agreement which will provide the mechanism to pass through funds from the state to the county.

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

Clark County Department of Air Quality has direct delegation from the federal government for the air programs and is independently responsible for entering data into AFS.

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

Clark County Department of Air Quality

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	lfleming	09/24/2014 09:14:35 AM
Division Approval	demme	10/01/2014 07:40:26 AM
Department Approval	demme	10/01/2014 07:40:30 AM
Contract Manager Approval	abasham	10/01/2014 07:51:51 AM
Budget Analyst Approval	jrodrig9	10/13/2014 20:54:09 PM
BOE Agenda Approval	cwatson	10/17/2014 09:52:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16121**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: MCGINLEY & ASSOCIATES INC
Agency Code: 709	Contractor Name: MCGINLEY & ASSOCIATES INC
Appropriation Unit: 3187-75	Address: 815 MAESTRO DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-2387
If "No" please explain: Not Applicable	Contact/Phone: Joe McGinley 775/829-2245
	Vendor No.: T81202459
	NV Business ID: NV20021218343

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	X	Fees	46.00 % Hazardous Waste Fund/Petroleum
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	54.00 % Interim Fluid Management Trust

Agency Reference #: **RFP #3133**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2015**Anticipated BOE meeting date **11/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/30/2018**Contract term: **3 years and 364 days**4. Type of contract: **Contract**Contract description: **Environmental EMAR**

5. Purpose of contract:

This is a new contract to provide environmental mitigation, assessment and remediation services on an as needed basis. Environmental contamination can occur or be identified statewide where a responsible party is unidentified, unable or unwilling to perform site characterization and cleanup in a timely manner. The division may need to perform this work to protect the public welfare and protect or restore the state's natural resources. This contract provides the division with the require specialized technical assistance to perform oversight of work performed by responsible parties at sites with environmental contamination.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Environmental contamination can occur or be identified statewide. The State needs to be able to protect the public welfare.

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

The State does not have the staffing or expertise available to perform these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3133, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/22/2014 Anticipated re-bid date: 07/01/2019

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:

NDEP - Bureau of Corrective Actions - The contractor has current and past contracts with BCA and has performed satisfactorily.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	lfleming	10/03/2014 11:02:13 AM
Division Approval	glovato	10/03/2014 12:16:06 PM
Department Approval	demme	10/06/2014 07:48:51 AM
Contract Manager Approval	sgotta	10/06/2014 14:20:36 PM
Budget Analyst Approval	jrodrig9	10/13/2014 21:48:54 PM
BOE Agenda Approval	cwatson	10/17/2014 09:51:06 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: **16039**

Agency Name: B&I - INSURANCE DIVISION	Legal Entity Name: INS CONSULTANTS INC
Agency Code: 741	Contractor Name: INS CONSULTANTS INC
Appropriation Unit: 3813-13	Address: 419 S 2ND ST STE 206
Is budget authority available?: Yes	City/State/Zip: PHILADELPHIA, PA 19147-1626
If "No" please explain: Not Applicable	Contact/Phone: ALAN E SHAW 215/625-2927
	Vendor No.: T27027339
	NV Business ID: NV20111025243
To what State Fiscal Year(s) will the contract be charged?	2015-2019

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

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

Agency Reference #: **RFP# 2068**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Actuarial Services**

5. Purpose of contract:

This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: Hourly rates delineated in Attachment AA (Negotiated Points).

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Insurance is in need of contractors to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as undetermined future special projects.

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 the volume of services required.

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 deemed qualified in a competitive Request for Qualifications process in which the six highest scoring vendors are being awarded contracts.

d. Last bid date: 07/02/2014 Anticipated re-bid date: 05/31/2018

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:

02/11 to 04/13. Nevada Division of Insurance, Life and Health Section. Vendor's performance has been deemed 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	ddennis	09/04/2014 09:32:56 AM
Division Approval	ddennis	09/16/2014 08:22:52 AM
Department Approval	sanders7	09/30/2014 10:09:53 AM
Contract Manager Approval	ddennis	09/30/2014 10:20:23 AM
Budget Analyst Approval	sjohnso9	10/04/2014 08:31:34 AM
BOE Agenda Approval	sbrown	10/14/2014 16:07:24 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: **16040**

Agency Name: B&I - INSURANCE DIVISION	Legal Entity Name: LEWIS & ELLIS, INC.
Agency Code: 741	Contractor Name: LEWIS & ELLIS, INC.
Appropriation Unit: 3813-13	Address: 11225 COLLEGE BLVD., SUITE 320
Is budget authority available?: Yes	City/State/Zip: OVERLAND PARK, KS 66210
If "No" please explain: Not Applicable	Contact/Phone: LEON LANGLITZ 9134913388
	Vendor No.:
	NV Business ID: NV20121509105
To what State Fiscal Year(s) will the contract be charged? 2015-2019	

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

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

Agency Reference #: **RFP # 2068**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Actuarial Services**

5. Purpose of contract:

This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: Hourly rates delineated in Attachment AA (Negotiated Points).

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Insurance is in need of contractors to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as undetermined future special projects.

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 the volume of services required.

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 deemed qualified in a competitive Request for Qualifications process in which the six highest scoring vendors are being awarded contracts.

d. Last bid date: 07/02/2014 Anticipated re-bid date: 05/31/2018

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 INSURANCE, JUNE 2014-JUNE 2018. VENDOR'S PERFORMANCE HAS BEEN SATISFACTORY.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	ddennis	09/04/2014 09:33:13 AM
Division Approval	ddennis	09/16/2014 08:23:09 AM
Department Approval	sanders7	09/30/2014 10:01:40 AM
Contract Manager Approval	ddennis	09/30/2014 10:20:34 AM
Budget Analyst Approval	sjohnso9	10/04/2014 08:39:31 AM
BOE Agenda Approval	sbrown	10/14/2014 16:08:42 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: 14550	Amendment Number: 1
Agency Name: INSURANCE DIVISION	Legal Entity Name: MASSMEDIA LLC
Agency Code: 741	Contractor Name: MASSMEDIA LLC
Appropriation Unit: 3813-13	Address: 3333 E SERENE AVE STE 100
Is budget authority available?: Yes	City/State/Zip: HENDERSON, NV 89074
If "No" please explain: Not Applicable	Contact/Phone: KASSI BELZ 702/433-4331
	Vendor No.: T29017044
	NV Business ID: NV20001059210

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 %	X	Fees	28.00 %
X Federal Funds	52.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	20.00 % Title Settlement Funds

Agency Reference #: **RFP# 2047**

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 **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**

Contract term: **3 years and 357 days**

4. Type of contract: **Contract**

Contract description: **Integrated Marketing**

5. Purpose of contract:

This is the first amendment to the original contract, which provides an education and outreach program for the Nevada Division of Insurance. This amendment extends the termination date from June 30, 2015 to June 30, 2017 and increases the maximum amount from \$766,000 to \$982,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$766,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$216,000.00
4. New maximum contract amount:	\$982,000.00
and/or the termination date of the original contract has changed to:	06/30/2017

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):

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: 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?

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)
Division of Insurance (July 2013-present)

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	09/04/2014 09:47:41 AM
Division Approval	ddennis	09/16/2014 07:50:06 AM
Department Approval	sanders7	09/30/2014 09:48:48 AM
Contract Manager Approval	ddennis	09/30/2014 10:20:14 AM
Budget Analyst Approval	sjohnso9	10/04/2014 07:14:24 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: **16042**

Agency Name: **B&I - INSURANCE DIVISION**
Agency Code: **741**
Appropriation Unit: **3813-13**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **MERLINOS & ASSOCIATES INC**

Contractor Name: **MERLINOS & ASSOCIATES INC**
Address: **3274B MEDLOCK BRIDGE RD**

City/State/Zip: **PEACHTREE CORNERS, GA 30092-3082**

Contact/Phone: **JEREMY HOCH 678/684-4850**
Vendor No.: **T27024506**
NV Business ID: **NV20101135051**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **RFP # 2068**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Actuarial Services**

5. Purpose of contract:

This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: Hourly rates delineated in Section 6 (Consideration) of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Insurance is in need of contractors to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as undetermined future special projects.

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 the volume of services required.

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 deemed qualified in a competitive Request for Qualifications process in which the six highest scoring vendors are being awarded contracts.

d. Last bid date: 07/02/2014 Anticipated re-bid date: 05/31/2018

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 INSURANCE, 2010-2014. VENDOR'S PERFORMANCE HAS BEEN SATISFACTORY.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	ddennis	09/04/2014 09:33:42 AM
Division Approval	ddennis	09/04/2014 09:33:45 AM
Department Approval	sanders7	09/30/2014 10:04:50 AM
Contract Manager Approval	ddennis	09/30/2014 10:20:54 AM
Budget Analyst Approval	sjohnso9	10/14/2014 12:46:43 PM
BOE Agenda Approval	sbrown	10/14/2014 16:12:09 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: **16043**

Agency Name: **B&I - INSURANCE DIVISION**
Agency Code: **741**
Appropriation Unit: **3813-13**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **TAYLOR & MULDER, INC.**
Contractor Name: **TAYLOR & MULDER, INC.**
Address: **10508 RIVERS BEND LANE**
City/State/Zip: **POTOMAC, MD 20854**
Contact/Phone: **EVELYN TONI MULDER 3013654800**
Vendor No.:
NV Business ID: **NV20141219800**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **RFP # 2068**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Actuarial Services**

5. Purpose of contract:

This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: Hourly rates delineated in Section 6 (Consideration) of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Insurance is in need of contractors to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as undetermined future special projects.
The State does not have the resources to provide the volume of services required.

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 the volume of services required.

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 deemed qualified in a competitive Request for Qualifications process in which the six highest scoring vendors are being awarded contracts.

d. Last bid date: 07/02/2014 Anticipated re-bid date: 05/31/2018

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?

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

NEVADA DIVISION OF INSURANCE. 05/13/14 ; 06/30/18. VENDOR'S PERFORMANCE HAS BEEN SATISFACTORY.

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	ddennis	09/04/2014 09:34:03 AM
Division Approval	ddennis	09/04/2014 09:34:05 AM
Department Approval	sanders7	09/30/2014 10:08:32 AM
Contract Manager Approval	ddennis	09/30/2014 10:21:03 AM
Budget Analyst Approval	sjohnso9	10/04/2014 09:02:38 AM
BOE Agenda Approval	sbrown	10/14/2014 16:09:24 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: **16044**

Agency Name: B&I - INSURANCE DIVISION	Legal Entity Name: TAYLOR WALKER & ASSOCIATES INC
Agency Code: 741	Contractor Name: TAYLOR WALKER & ASSOCIATES INC
Appropriation Unit: 3813-13	Address: 7681 S MAIN ST
Is budget authority available?: Yes	City/State/Zip: MIDVALE, UT 84047-7107
If "No" please explain: Not Applicable	Contact/Phone: R. GLENN TAYLOR 801/562-5748
	Vendor No.: T80990867
	NV Business ID: NV19941042098

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFP # 2068

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Actuarial Services**

5. Purpose of contract:

This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: Hourly rates delineated in Section 6 (Consideration) of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Insurance is in need of contractors to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as undetermined future special projects.

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 the volume of services required.

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 deemed qualified in a competitive Request for Qualifications process in which the six highest scoring vendors are being awarded contracts.

d. Last bid date: 07/02/2014 Anticipated re-bid date: 05/31/2018

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 INSURANCE. 03/97 - PRESENT. VENDOR'S PERFORMANCE HAS BEEN SATISFACTORY.

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

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

Not Applicable

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

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	ddennis	09/04/2014 09:34:17 AM
Division Approval	ddennis	09/04/2014 09:34:19 AM
Department Approval	sanders7	09/30/2014 10:06:27 AM
Contract Manager Approval	ddennis	09/30/2014 10:21:13 AM
Budget Analyst Approval	sjohnso9	10/04/2014 08:59:41 AM
BOE Agenda Approval	sbrown	10/14/2014 16:10:50 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16041**

Agency Name: **B&I - INSURANCE DIVISION**
Agency Code: **741**
Appropriation Unit: **3813-13**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **WAKELY CONSULTING GROUP INC**
Contractor Name: **WAKELY CONSULTING GROUP INC**
Address: **9777 PYRAMID CT., SUITE 260**
City/State/Zip: **ENGLEWOOD, CO 80112**
Contact/Phone: **JULIE PEPER 720/226-9814**
Vendor No.: **T32002283**
NV Business ID: **NV20131175443**

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **RFP # 2068**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Actuarial Services**

5. Purpose of contract:

This is a new contract to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as future special projects.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: Hourly rates delineated in Attachment AA (Negotiated Points).

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Insurance is in need of contractors to provide general actuarial services, actuarial services for a Health Benefit Plans Rate Review project, as well as undetermined future special projects.

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 the volume of services required.

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 deemed qualified in a competitive Request for Qualifications process in which the six highest scoring vendors are being awarded contracts.

d. Last bid date: 07/01/2014 Anticipated re-bid date: 05/31/2018

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 INSURANCE, 07/01/13 & 12/31/15. VENDOR'S PERFORMANCE HAS BEEN SATISFACTORY.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	ddennis	09/04/2014 09:33:27 AM
Division Approval	ddennis	09/04/2014 09:33:30 AM
Department Approval	sanders7	09/30/2014 10:11:40 AM
Contract Manager Approval	ddennis	09/30/2014 10:20:45 AM
Budget Analyst Approval	sjohnso9	10/04/2014 08:43:54 AM
BOE Agenda Approval	sbrown	10/14/2014 16:09:56 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: **16135**

Agency Name: DEPARTMENT OF TRANSPORTATION	Legal Entity Name: RTC/CITIFARE FUND 24
Agency Code: 800	Contractor Name: RTC/CITIFARE FUND 24
Appropriation Unit: 4660-06	Address: 2050 VILLANOVA DR PO BOX 30002
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502-3002
If "No" please explain: Not Applicable	Contact/Phone: Carol Perry 775-335-1920
	Vendor No.: T80931226
	NV Business ID: RTC WASHOE

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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 %
X Federal Funds	95.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	5.00 % Local Regional Transportation Commission funds

Agency Reference #: **PR338-14-804**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2014**

Anticipated BOE meeting date **11/2014**

Retroactive? **Yes**

If "Yes", please explain

There was a delay in receiving signed contracts.

3. Termination Date: **09/30/2015**

Contract term: **364 days**

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

Contract description: **Trip Reduction**

5. Purpose of contract:

This is a new cooperative agreement for continued operation of the Trip Reduction/Regional Rideshare Program in Washoe county.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This is an annual distribution of funds to align with Moving Ahead for Progress in the 21st Century (MAP-21) Congestion Mitigation and Air Quality improvements.

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

This is federal pass-through funding that is allotted to support efforts in the reduction of air pollution which the Regional Transportation Commission is already engaged in.

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

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

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

Not Applicable

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

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

NRS 277.080 thru 277.110.

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

Regional Transportation Commission.

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 State contracts.

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	lkoury	10/08/2014 11:24:02 AM
Division Approval	lkoury	10/08/2014 11:24:04 AM
Department Approval	lkoury	10/08/2014 11:24:07 AM
Contract Manager Approval	lkoury	10/08/2014 11:24:09 AM
Budget Analyst Approval	cwatson	10/20/2014 07:37:29 AM
BOE Agenda Approval	cwatson	10/20/2014 07:37:33 AM
BOE Final Approval	Pending	



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7440
Fax: (775) 888-7201
(Use Local Information)

MEMORANDUM

Administrative Services

October 10, 2014

To: Board Of Examiners
From: Lucy Koury, Program Office I
Subject: Reason for Agreement Approval Delay

NDOT Agreement PR338-14-804 missed the deadline for the October BOE meeting because of some confusion as to how many original-signed agreements needed to be returned from the second party. We originally received only two originals, but three are required, and there was a delay in receiving the third original.

I apologize for this delay and hope we will be able to move forward with approval of the retroactive date.

Thank you.

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: **15996**

Agency Name: DEFERRED COMPENSATION	Legal Entity Name: VOYA Financial (Formerly ING Life Insurance and Annuity Company)
Agency Code: 920	Contractor Name: VOYA Financial (Formerly ING Life Insurance and Annuity Company)
Appropriation Unit: 1017-00	Address: One Orange Way
Is budget authority available?: Yes	City/State/Zip: Windsor, CT 06095
If "No" please explain: Not Applicable	Contact/Phone: M. Bishop Bastien 916-774-7595
	Vendor No.:
	NV Business ID: NV20131431838

To what State Fiscal Year(s) will the contract be charged? **2015-2020**

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

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

Agency Reference #: RFP #3119

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2019**

Contract term: **5 years and 61 days**

4. Type of contract: **Revenue Contract**

Contract description: **Plan Administration**

5. Purpose of contract:

This is a new revenue contract to provide administrative costs reimbursement of the State's 457 Deferred Compensation and FICA Alternative Plans.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,600,000.00**

Other basis for payment: Contractor will provide the services at a cost of 8 basis points (bps) on variable assets plus \$0.65 per participant per month for the FICA Alternative Plan, to be paid by the participant. Contractor shall pay to the State a one-time fee of \$65,000 for costs related to the Request for Proposal process and on an ongoing basis, the State shall provide an annual statement of expenses, which are properly chargeable to the plan, to be funded through a combination of asset based fees and revenue sharing generated by the variable investment options within the plan.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 287.330(2c) provides for the Committee to contract with a private person, corporation, institution or other entity to keep records for each participating employee and the Program.

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

The Program is not staffed at a level that would be necessary to handle the duties involved, nor would the Program or Program staff have the necessary financial accounts, and/or the expertise necessary to make the necessary financial transactions requested by the participants.

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 #3119, 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: 03/01/2014 Anticipated re-bid date: 03/01/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor has been engaged under contract with the Nevada Deferred Compensation Committee for the last four (4) years; 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Insurance and Annuity**

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	10/21/2014 12:54:34 PM
Division Approval	csweeney	10/21/2014 12:54:37 PM
Department Approval	csweeney	10/21/2014 12:54:41 PM
Contract Manager Approval	csweeney	10/21/2014 12:54:44 PM
Budget Analyst Approval	sewart	10/23/2014 10:55:29 AM
BOE Agenda Approval	jborrowm	10/23/2014 11:03:49 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16065**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	22nd Century Technologies, Inc. (TSCTI)
Agency Code:	MSA	Contractor Name:	22nd Century Technologies, Inc. (TSCTI)
Appropriation Unit:	9999 - All Categories	Address:	5353 West Desert Inn Rd, #2121
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89146
If "No" please explain:	Not Applicable	Contact/Phone:	Kulpreet Singh 702-241-0649
		Vendor No.:	T32002987
		NV Business ID:	NV20101013540

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty(20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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	ldeloach	09/29/2014 10:36:58 AM
Division Approval	ldeloach	09/29/2014 10:37:00 AM
Department Approval	ktarter	10/02/2014 14:42:02 PM
Contract Manager Approval	ldeloach	10/02/2014 15:22:37 PM
Budget Analyst Approval	sjohnso9	10/10/2014 11:52:21 AM
BOE Agenda Approval	sbrown	10/13/2014 16:54:23 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 CONTRACT1. Contract Number: **16110**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Acro Service Corporation
Agency Code:	MSA	Contractor Name:	Acro Service Corporation
Appropriation Unit:	9999 - All Categories	Address:	39209 West Six Mile Road Suite 250
Is budget authority available?:	Yes	City/State/Zip:	Livonia, MI 48152
If "No" please explain:	Not Applicable	Contact/Phone:	John Gillen 734-591-1100
		Vendor No.:	T32003108
		NV Business ID:	NV20141584317

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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	ldeloach	09/25/2014 14:35:12 PM
Division Approval	ldeloach	09/25/2014 14:35:14 PM
Department Approval	ktarter	10/02/2014 14:42:31 PM
Contract Manager Approval	ldeloach	10/02/2014 15:23:07 PM
Budget Analyst Approval	sjohnso9	10/10/2014 12:54:22 PM
BOE Agenda Approval	sbrown	10/13/2014 16:53:34 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: **16120**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Amerigas Propane, L.P.
Agency Code: MSA	Contractor Name: Amerigas Propane, L.P.
Appropriation Unit: 9999 - All Categories	Address: 460 N. Gulph Road
Is budget authority available?: Yes	City/State/Zip: King of Prussia, PA 19406
If "No" please explain: Not Applicable	Contact/Phone: Dawn Stevenson 610-768-3601
	Vendor No.:
	NV Business ID: NV19951024549

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

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

Agency Reference #: **RFQ 3064**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2014**

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2016**

Contract term: **1 year and 80 days**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract for bulk fuel purchase and delivery services statewide on an as needed basis for state owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies have the need for bulk fuel and delivery services.

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

The State does not employ bulk fuel and delivery services for the State.

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 3064 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 19 vendors selected by the appointed eval. committee.

d. Last bid date: Anticipated re-bid date: 10/01/2015

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	sberry	10/08/2014 08:36:52 AM
Division Approval	sberry	10/08/2014 08:36:55 AM
Department Approval	sberry	10/08/2014 08:36:58 AM
Contract Manager Approval	nfese1	10/08/2014 09:20:42 AM
Budget Analyst Approval	sjohnso9	10/10/2014 09:35:23 AM
BOE Agenda Approval	sbrown	10/14/2014 16:11:23 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: **16066**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Analysts International Corporation (AIC)
Agency Code:	MSA	Contractor Name:	Analysts International Corporation (AIC)
Appropriation Unit:	9999 - All Categories	Address:	7700 France Ave So., Suite 200
Is budget authority available?:	Yes	City/State/Zip:	Minneapolis, MN 55435
If "No" please explain:	Not Applicable	Contact/Phone:	Cindy Carter 952-835-5900
		Vendor No.:	T81073126
		NV Business ID:	NV19971175202

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 242 days**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

(1) FY11-FY15, MSA Contract for IT Temporary Consultants
(2) FY07-FY10, MSA Contract for IT Temporary Consultants
(3) FY-03-FY06, MSA Contract for IT Temporary Consultants
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:
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	ldeloach	09/26/2014 11:31:57 AM
Division Approval	ldeloach	09/26/2014 11:31:59 AM
Department Approval	ktarter	10/02/2014 14:43:22 PM
Contract Manager Approval	ldeloach	10/02/2014 15:23:47 PM
Budget Analyst Approval	sjohnso9	10/10/2014 12:56:52 PM
BOE Agenda Approval	sbrown	10/13/2014 16:47:07 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: **11972** Amendment Number: **2**
 Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **COMMSITE CORP**
 Agency Code: **MSA** Contractor Name: **COMMSITE CORP**
 Appropriation Unit: **9999 - All Categories** Address: **40 HARDY DRIVE**
 Is budget authority available?: **Yes** City/State/Zip: **SPARKS, NV 89431**
 If "No" please explain: Not Applicable Contact/Phone: **ANNETTE FABER 775/355-9912**
 Vendor No.: **T27025579**
 NV Business ID: **NV20081240874**
 To what State Fiscal Year(s) will the contract be charged? **2011-2015**
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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

Agency Reference #: **RFP 1877**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/12/2011**
 Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/12/2015**
 Contract term: **4 years and 1 day**

4. Type of contract: **MSA**
 Contract description: **Communications**

5. Purpose of contract:
This is the second amendment to the contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance and repairs of state owned communication equipment, and infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems and microwave systems. This amendment increases the maximum amount from \$500,000 to \$800,000, based on the usage of the contract to date and an estimate of the amount needed for the term of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$300,000.00
2. Total amount of any previous contract amendments:	\$200,000.00
3. Amount of current contract amendment:	\$300,000.00
4. New maximum contract amount:	\$800,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
 State agencies do not have the expertise to perform the array of communication site maintenances.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 The State does not have the staffing capacity, technical expertise or resources to fulfill this work requirement.

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 one of the nine highest ranked vendors selected from eleven proposers.

d. Last bid date: 10/25/2010 Anticipated re-bid date: 12/01/2014

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:

NDOT has contracted with Commsite on 6/23/10 and 10/11/10; rating 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	Ideloach	09/30/2014 11:57:59 AM
Division Approval	Ideloach	09/30/2014 11:58:01 AM
Department Approval	Ideloach	09/30/2014 11:58:04 AM
Contract Manager Approval	gburchet	09/30/2014 14:52:11 PM
DoIT Approval	bbohm	10/01/2014 06:13:32 AM
Budget Analyst Approval	sjohnso9	10/04/2014 07:06:49 AM
BOE Agenda Approval	sbrown	10/14/2014 16:13:13 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: **16068**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: CRI Advantage, LLC
Agency Code: MSA	Contractor Name: CRI Advantage, LLC
Appropriation Unit: 9999 - All Categories	Address: 6149 N Meeker Place, Ste. 200
Is budget authority available?: Yes	City/State/Zip: Boise, ID 83713
If "No" please explain: Not Applicable	Contact/Phone: Ivy Slattery 208-287-4112
	Vendor No.: T32001758
	NV Business ID: NV20101283867

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **RFQ #2074 LD**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 242 days**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

FY11-FY15 - MSA Contract for IT Temporary Consultants. 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:
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	09/23/2014 10:09:41 AM
Division Approval	ldeloach	09/23/2014 10:09:44 AM
Department Approval	ktarter	09/25/2014 17:05:38 PM
Contract Manager Approval	ldeloach	09/26/2014 08:49:22 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:18:24 AM
BOE Agenda Approval	sbrown	10/13/2014 16:46:09 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 CONTRACT1. Contract Number: **16067**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Chandra Technologies, Inc.
Agency Code: MSA	Contractor Name: Chandra Technologies, Inc.
Appropriation Unit: 9999 - All Categories	Address: 725 Heartland Trail, Suite 100
Is budget authority available?: Yes	City/State/Zip: Madison, WI 53717
If "No" please explain: Not Applicable	Contact/Phone: Ram Gurunathan 608-836-9933
	Vendor No.: T32002972
	NV Business ID: NV20021283941

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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	ldeloach	09/26/2014 11:32:18 AM
Division Approval	ldeloach	09/26/2014 11:32:20 AM
Department Approval	ktarter	10/02/2014 14:43:55 PM
Contract Manager Approval	ldeloach	10/02/2014 15:24:21 PM
Budget Analyst Approval	sjohnso9	10/10/2014 12:59:09 PM
BOE Agenda Approval	sbrown	10/13/2014 16:46:41 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: **16100**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: El Aero Services, Inc.
Agency Code: MSA	Contractor Name: El Aero Services, Inc.
Appropriation Unit: 9999 - All Categories	Address: 2101 Arrowhead Dr.
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: John Kelly 775-883-1500
	Vendor No.:
	NV Business ID: NV19681002544

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

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

Agency Reference #: **RFQ 3064**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2014**

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2016**

Contract term: **1 year and 80 days**

4. Type of contract: **MSA**

Contract description: **Bulk Fuel Purchase**

5. Purpose of contract:

This is a new contract for bulk fuel purchase and delivery services statewide on an as needed basis for state owned tanks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies have the need for bulk fuel and delivery services.

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

The State does not employ bulk fuel and delivery services for the State.

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 3064 and in accordance with NRS 333, this vendor met the qualifications of the RFQ and is one of 17 Vendors selected by the appointed eval. committee.

d. Last bid date: Anticipated re-bid date: 10/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sberry	10/01/2014 11:31:46 AM
Division Approval	sberry	10/01/2014 11:31:50 AM
Department Approval	sberry	10/01/2014 11:31:52 AM
Contract Manager Approval	nfese1	10/01/2014 15:10:52 PM
Budget Analyst Approval	sjohnso9	10/04/2014 07:00:51 AM
BOE Agenda Approval	sbrown	10/10/2014 08:59:18 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: **16069**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Experis US, Inc.
Agency Code: MSA	Contractor Name: Experis US, Inc.
Appropriation Unit: 9999 - All Categories	Address: 3753 Howard Hughes Pkwy #200
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89169
If "No" please explain: Not Applicable	Contact/Phone: Joseph Alvarado 702-784-5967
	Vendor No.: T32002969
	NV Business ID: NV20001385940

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **RFQ #2074 LD**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 242 days**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

FY07-FY12 - Nevada System of Higher Education. Services were satisfactory.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	ldeloach	10/02/2014 10:39:10 AM
Division Approval	ldeloach	10/02/2014 10:39:12 AM
Department Approval	ktarter	10/02/2014 14:41:22 PM
Contract Manager Approval	ldeloach	10/02/2014 15:22:01 PM
Budget Analyst Approval	sjohnso9	10/10/2014 11:21:55 AM
BOE Agenda Approval	sbrown	10/13/2014 16:51:06 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: **16070**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Genuent USA, LLC
Agency Code: MSA	Contractor Name: Genuent USA, LLC
Appropriation Unit: 9999 - All Categories	Address: 2240 Douglas Blvd., Ste 110
Is budget authority available?: Yes	City/State/Zip: Roseville, CA 95661
If "No" please explain: Not Applicable	Contact/Phone: Valerie Berry 916-772-8158
	Vendor No.: T81100136
	NV Business ID: NV20121073170
To what State Fiscal Year(s) will the contract be charged?	2015-2019
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	X Other funding 100.00 % Various
Agency Reference #: RFQ #2074 LD	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date: **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**
Contract term: **4 years and 242 days**

4. Type of contract: **MSA**
Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**
Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 # 2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

(1) FY11-FY15, MSA Contract for IT Temporary Consultants;
(2) FY07-FY10, MSA Contract for IT Temporary Consultants; and
(3) FY03-FY06 MSA Contract for IT Temporary Consultants.
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:
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	ldeloach	09/23/2014 13:28:13 PM
Division Approval	ldeloach	09/23/2014 13:28:15 PM
Department Approval	ktarter	09/25/2014 17:05:56 PM
Contract Manager Approval	ldeloach	09/26/2014 08:50:16 AM
Budget Analyst Approval	sjohnso9	10/10/2014 10:02:52 AM
BOE Agenda Approval	sbrown	10/13/2014 16:49:16 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: **16087**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: GuideSoft, Inc. dba Knowledge Services
Agency Code: MSA	Contractor Name: GuideSoft, Inc. dba Knowledge Services
Appropriation Unit: 9999 - All Categories	Address: 5875 Castle Creek Parkway N Dr 4th Floor
Is budget authority available?: Yes	City/State/Zip: Indianapolis, IN 46250
If "No" please explain: Not Applicable	Contact/Phone: Cindy Davis 317-578-1700
	Vendor No.: T27035688
	NV Business ID: NV20141581687

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 242 days**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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	ldeloach	09/25/2014 10:56:23 AM
Division Approval	ldeloach	09/25/2014 10:56:26 AM
Department Approval	ktarter	09/25/2014 17:39:10 PM
Contract Manager Approval	ldeloach	09/26/2014 09:00:20 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:20:14 AM
BOE Agenda Approval	sbrown	10/13/2014 16:52:38 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 CONTRACT1. Contract Number: **16071**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	International Projects Consultancy Services, Inc. (IPCS)
Agency Code:	MSA	Contractor Name:	International Projects Consultancy Services, Inc. (IPCS)
Appropriation Unit:	9999 - All Categories	Address:	Metropoint, Suite 1595 600 South Highway 169 Minneapolis, MN 55426
Is budget authority available?:	Yes	City/State/Zip	Minneapolis, MN 55426
If "No" please explain:	Not Applicable	Contact/Phone:	Kuldeep Dhar 952-541-4888
		Vendor No.:	T32002991
		NV Business ID:	NV20141546269

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ 2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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	ldeloach	09/25/2014 11:03:13 AM
Division Approval	ldeloach	09/25/2014 11:03:15 AM
Department Approval	ktarter	09/25/2014 17:39:33 PM
Contract Manager Approval	ldeloach	09/26/2014 08:51:34 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:29:20 AM
BOE Agenda Approval	sbrown	10/13/2014 16:50:34 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: **16085**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: KBTS Technologies, Inc.
Agency Code: MSA	Contractor Name: KBTS Technologies, Inc.
Appropriation Unit: 9999 - All Categories	Address: 41461 West Eleven Mile Road
Is budget authority available?: Yes	City/State/Zip: Novi, MI 48375
If "No" please explain: Not Applicable	Contact/Phone: Andy Chiranjeevi 248-374-1230
	Vendor No.: T27013598
	NV Business ID: NV20101355089

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **RFQ #2074 LD**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 242 days**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

(1) FY07-FY10, MSA Contract for IT Temporary Consultants; and
(2) FY03-FY06, MSA Contract for IT Temporary Consultants.

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:
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	Ideloach	09/25/2014 11:08:16 AM
Division Approval	Ideloach	09/25/2014 11:08:18 AM
Department Approval	ktarter	09/25/2014 17:39:57 PM
Contract Manager Approval	Ideloach	09/26/2014 08:58:53 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:33:04 AM
BOE Agenda Approval	sbrown	10/13/2014 16:43:35 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 CONTRACT1. Contract Number: **16072**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Link Tech, LLC
Agency Code:	MSA	Contractor Name:	Link Tech, LLC
Appropriation Unit:	9999 - All Categories	Address:	dba Link Technologies 9500 Hillwood Dr., Ste 112
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89134
If "No" please explain:	Not Applicable	Contact/Phone:	Debbie Banko 702-233-8703
		Vendor No.:	T27013523
		NV Business ID:	NV20021075566

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Informational Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 # 2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

(1) FY11-FY15, MSA Contract for IT Temporary Consultants; and
(2) FY07-FY10, MSA Contract for IT Temporary Consultants.

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:

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	09/22/2014 10:38:41 AM
Division Approval	ldeloach	09/22/2014 10:38:44 AM
Department Approval	ktarter	09/25/2014 17:07:14 PM
Contract Manager Approval	ldeloach	09/26/2014 08:52:13 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:35:35 AM
BOE Agenda Approval	sbrown	10/13/2014 16:42:59 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: **16063**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	MERCHANTS AUTOMOTIVE GROUP INC
Agency Code:	MSA	Contractor Name:	MERCHANTS AUTOMOTIVE GROUP INC
Appropriation Unit:	9999 - All Categories	Address:	1278 HOOKSETT RD
Is budget authority available?:	Yes	City/State/Zip	HOOKSETT, NH 03106-1839
If "No" please explain:	Not Applicable	Contact/Phone:	GREG MCINTYRE 571-261-3500
		Vendor No.:	T32002563
		NV Business ID:	NV20131572483

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: 2041-AM

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2018**

Contract term: **4 years and 30 days**

4. Type of contract: **MSA**

Contract description: **Vehicle Leasing Serv**

5. Purpose of contract:

This is a new contract to provide vehicle leasing services as needed by various state agencies. State agencies may have a need to lease vehicles, as opposed to purchasing vehicles.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,000,000.00**

Other basis for payment: Invoices will be paid per the agency's choice of vehicle on a monthly basis. The type of the vehicle and the length of the lease will determine the monthly lease rate.

II. JUSTIFICATION

7. What conditions require that this work be done?

The contract will provide an additional resource to acquire vehicles when purchasing them outright is not available.

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

The Fleet Service Division currently provides vehicles to State agencies. This contract will serve as a resource for the division to acquire vehicles on a short term basis to satisfy agency requests for vehicles that originate outside the typical budget process or when fleet services inventory levels are insufficient to accommodate an agency's request.

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 #2041, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/14/2013 Anticipated re-bid date: 01/15/2018

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	ldeloach	09/16/2014 11:34:42 AM
Division Approval	ldeloach	09/16/2014 11:34:50 AM
Department Approval	ldeloach	09/16/2014 11:34:54 AM
Contract Manager Approval	amorfin	09/16/2014 11:37:51 AM
Budget Analyst Approval	sjohnso9	09/26/2014 07:42:15 AM
BOE Agenda Approval	sbrown	10/04/2014 06:31:58 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16074**Agency Name: **MSA MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Millennium Integrated Services 2000, Inc.

Contractor Name: **Millennium Integrated Services 2000, Inc.**Address: **dba MIS 2000, Inc.****704 West Nye Lane, Suite 201**City/State/Zip **Carson City, NV 89703**

Contact/Phone: Mary Bahn 866-613-6900

Vendor No.: T29015887A

NV Business ID: NV20071342864

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

- (1) FY11-FY15, MSA Contract for IT Temporary Consultants;
- (2) FY07-FY10, MSA Contract for IT Temporary Consultants; and
- (3) FY03-FY06, MIS IT Temporary Consultants.

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	Ideloach	09/25/2014 11:11:35 AM
Division Approval	Ideloach	09/25/2014 11:11:37 AM
Department Approval	ktarter	09/25/2014 17:40:16 PM
Contract Manager Approval	Ideloach	09/26/2014 08:53:13 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:37:43 AM
BOE Agenda Approval	sbrown	10/13/2014 16:42:25 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16076**

Agency Name: MSA MASTER SERVICE AGREEMENTS Agency Code: MSA Appropriation Unit: 9999 - All Categories Is budget authority available?: Yes If "No" please explain: Not Applicable To what State Fiscal Year(s) will the contract be charged? 2015-2019 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">General Funds</td> <td style="width: 10%;">0.00 %</td> <td style="width: 30%;">Fees</td> <td style="width: 30%;">0.00 %</td> </tr> <tr> <td>Federal Funds</td> <td>0.00 %</td> <td>Bonds</td> <td>0.00 %</td> </tr> <tr> <td>Highway Funds</td> <td>0.00 %</td> <td>X Other funding</td> <td>100.00 % Various</td> </tr> </table> Agency Reference #: RFQ #2074 LD	General Funds	0.00 %	Fees	0.00 %	Federal Funds	0.00 %	Bonds	0.00 %	Highway Funds	0.00 %	X Other funding	100.00 % Various	Legal Entity Name: Novalink Solutions, LLC Contractor Name: Novalink Solutions, LLC Address: 2180 Satellite Blvd., Ste. 400 City/State/Zip: Duluth, GA 30097 Contact/Phone: Huu Phan 770-239-1461 Vendor No.: T32002998 NV Business ID: NV20141562774
General Funds	0.00 %	Fees	0.00 %										
Federal Funds	0.00 %	Bonds	0.00 %										
Highway Funds	0.00 %	X Other funding	100.00 % Various										

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
 Anticipated BOE meeting date: 11/2014

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

Not Applicable

3. Termination Date: **06/30/2019**
 Contract term: **4 years and 242 days**

4. Type of contract: **MSA**
 Contract description: **Professional Service**

5. Purpose of contract:
This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT
 The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**
 Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?
 IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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 Foreign 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	Ideloach	09/22/2014 12:48:39 PM
Division Approval	Ideloach	09/22/2014 12:48:41 PM
Department Approval	ktarter	09/25/2014 17:08:12 PM
Contract Manager Approval	Ideloach	09/26/2014 08:54:07 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:39:43 AM
BOE Agenda Approval	sbrown	10/13/2014 16:41:37 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 CONTRACT1. Contract Number: **16077**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	QA Technologies, Inc. (QAT)
Agency Code:	MSA	Contractor Name:	QA Technologies, Inc. (QAT)
Appropriation Unit:	9999 - All Categories	Address:	222 So 15th St, Ste 1001 North
Is budget authority available?:	Yes	City/State/Zip:	Omaha, NE 68102
If "No" please explain:	Not Applicable	Contact/Phone:	Chuck Snyder 402-391-9200
		Vendor No.:	PUR0003427
		NV Business ID:	NV20101244848

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

(1) FY11-FY15, MSA Contract for IT Temporary Consultants; and
(2) FY07-FY10, MSA Contract for IT Temporary Consultants.

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:
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	Ideloach	09/22/2014 11:04:58 AM
Division Approval	Ideloach	09/22/2014 11:05:01 AM
Department Approval	ktarter	09/25/2014 17:08:29 PM
Contract Manager Approval	Ideloach	09/29/2014 12:00:10 PM
Budget Analyst Approval	sjohnso9	10/10/2014 11:44:20 AM
BOE Agenda Approval	sbrown	10/13/2014 16:40:44 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16079**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Rose International
Agency Code: MSA	Contractor Name: Rose International
Appropriation Unit: 9999 - All Categories	Address: 16401 Swingley Ridge Rd. #300
Is budget authority available?: Yes	City/State/Zip: Chesterfield, MO 63017
If "No" please explain: Not Applicable	Contact/Phone: Mike Henley 636-812-4000
	Vendor No.: T32002997
	NV Business ID: NV20061702057

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **RFQ 2074 LD**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 242 days**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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	ldeloach	09/22/2014 11:06:03 AM
Division Approval	ldeloach	09/22/2014 11:06:05 AM
Department Approval	ktarter	09/25/2014 17:08:53 PM
Contract Manager Approval	ldeloach	09/26/2014 08:57:08 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:46:13 AM
BOE Agenda Approval	sbrown	10/13/2014 16:33:17 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: **16078**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Science Applications International Corporation (SAIC)
Agency Code: MSA	Contractor Name: Science Applications International Corporation (SAIC)
Appropriation Unit: 9999 - All Categories	Address: 1710 SAIC Drive
Is budget authority available?: Yes	City/State/Zip: McLean, VA 22102
If "No" please explain: Not Applicable	Contact/Phone: Nancy Fejer 858-204-8937
	Vendor No.: T32002615B
	NV Business ID: NV20131264972

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 242 days**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

- (1) FY11-FY15, MSA Contract for IT Temporary Consultants;
- (2) FY07-FY10, MSA Contract for IT Temporary Consultants; and
- (3) FY03-FY06, MSA Contract for IT Temporary Consultants.

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:
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	Ideloach	09/22/2014 10:55:38 AM
Division Approval	Ideloach	09/22/2014 10:55:41 AM
Department Approval	ktarter	09/25/2014 17:09:10 PM
Contract Manager Approval	Ideloach	09/26/2014 08:56:30 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:47:41 AM
BOE Agenda Approval	sbrown	10/13/2014 16:45:11 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: **16080**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: SolutionStream, LLC
Agency Code: MSA	Contractor Name: SolutionStream, LLC
Appropriation Unit: 9999 - All Categories	Address: 249 North 1200 East
Is budget authority available?: Yes	City/State/Zip: Lehi, UT 84043
If "No" please explain: Not Applicable	Contact/Phone: James Boden 801-822-8899
	Vendor No.: T32002968
	NV Business ID: NV20141254313

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **RFQ #2074 LD**

2. Contract start date:

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

Anticipated BOE meeting date **11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 242 days**

4. Type of contract: **MSA**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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 **Domestic - Limited Liability Company**

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	09/29/2014 12:17:37 PM
Division Approval	Ideloach	09/29/2014 12:17:40 PM
Department Approval	ktarter	10/02/2014 14:44:56 PM
Contract Manager Approval	Ideloach	10/02/2014 15:24:55 PM
Budget Analyst Approval	sjohnso9	10/10/2014 11:49:03 AM
BOE Agenda Approval	sbrown	10/13/2014 16:44:32 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16086**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	TEKsystems
Agency Code:	MSA	Contractor Name:	TEKsystems
Appropriation Unit:	9999 - All Categories	Address:	Suite #125 10345 Profesional Circle
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89521
If "No" please explain:	Not Applicable		
		Contact/Phone:	Kelly Drake 775-332-1105
		Vendor No.:	T27019948
		NV Business ID:	NV19991398853

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 RFQ #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

- (1) FY11-FY15, MSA Contract for IT Temporary Consultants;
- (2) FY07-FY10, MSA Contract for IT Temporary Consultants; and
- (3) FY03-FY06, MSA Contract for IT Temporary Consultants.

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:
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	Ideloach	09/22/2014 11:04:14 AM
Division Approval	Ideloach	09/22/2014 11:04:17 AM
Department Approval	ktarter	09/25/2014 17:09:31 PM
Contract Manager Approval	Ideloach	09/26/2014 08:59:28 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:50:37 AM
BOE Agenda Approval	sbrown	10/13/2014 16:55:04 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16081**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Visionary Integration Professionals, LLC (VIP)
Agency Code:	MSA	Contractor Name:	Visionary Integration Professionals, LLC (VIP)
Appropriation Unit:	9999 - All Categories	Address:	80 Iron Point Circle, Ste. 100
Is budget authority available?:	Yes	City/State/Zip:	Folsom, CA 95630
If "No" please explain:	Not Applicable	Contact/Phone:	David Teater 916-985-9625
		Vendor No.:	T27011328
		NV Business ID:	NV20051544904

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

- (1) FY11-FY15, MSA Contract for IT Temporary Consultants;
- (2) FY07-FY10, MSA Contract for IT Temporary Consultants; and
- (3) FY03-FY06, MSA Contract for IT Temporary Consultants.

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:

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	Ideloach	09/22/2014 12:42:30 PM
Division Approval	Ideloach	09/22/2014 12:42:32 PM
Department Approval	ktarter	09/25/2014 17:38:37 PM
Contract Manager Approval	Ideloach	09/26/2014 08:57:40 AM
Budget Analyst Approval	sjohnso9	10/10/2014 10:45:23 AM
BOE Agenda Approval	sbrown	10/13/2014 16:47:54 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16083**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	i3Tech Data Solutions, Inc.
Agency Code:	MSA	Contractor Name:	i3Tech Data Solutions, Inc.
Appropriation Unit:	9999 - All Categories	Address:	9310 Tech Center Dr., Ste 240
Is budget authority available?:	Yes	City/State/Zip:	Sacramento, CA 95826
If "No" please explain:	Not Applicable	Contact/Phone:	Jason Schwartz 760-805-3089
		Vendor No.:	T27013548
		NV Business ID:	NV20101275411

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: RFQ #2074 LD

2. Contract start date:

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

Anticipated BOE meeting date 11/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2019**Contract term: **4 years and 242 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

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

State agencies do not always have the staffing capacity, availability, expertise and/or resources to fulfill IT application modifications and/or project timelines.

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 #2074, and in accordance with NRS 333, twenty (20) vendors were selected to provide IT Staff Augmentation services as determined by an independently appointed evaluation committee.

d. Last bid date: 02/04/2010 Anticipated re-bid date: 01/15/2019

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:

(1) FY11-FY15, MSA Contract for IT Temporary Consultants; and
(2) FY07-FY10, MSA Contract for IT Temporary Consultants.

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:
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	Ideloach	09/24/2014 10:20:48 AM
Division Approval	Ideloach	09/24/2014 10:20:50 AM
Department Approval	ktarter	09/25/2014 17:06:51 PM
Contract Manager Approval	Ideloach	09/26/2014 08:58:18 AM
Budget Analyst Approval	sjohnso9	10/10/2014 11:25:59 AM
BOE Agenda Approval	sbrown	10/13/2014 16:51:45 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16129**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: GORDON & SILVER, LTD dba
Agency Code: 030	Contractor Name: GORDON & SILVER, LTD dba
Appropriation Unit: 1031-10	Address: GORDON SILVER
Is budget authority available?: Yes	100 W. LIBERTY STREET STE. 940
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89501
	Contact/Phone: John Desmond 775-343-7500
	Vendor No.: T29022076
	NV Business ID: NV19681001885

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/29/2014**

Retroactive? **Yes**

If "Yes", please explain

The need for the retroactive start date is due to the time it took to receive and review all contract documents required.

3. Termination Date: **09/29/2015**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **LITIGATION**

5. Purpose of contract:

This is a new contract to hire outside legal counsel to handle a campaign finance enforcement case involving a group that ran campaign ads against Ross Miller without complying with disclosure laws. Hiring outside counsel is to avoid conflicts when the current Attorney General supports Mr. Miller and Mr. Miller may be elected the state's Attorney General before the enforcement case ends.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Payment for services will be made at the rate of \$300.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

CAMPAIGN FINANCE ENFORCEMENT CASE INVOLVING A GROUP THAT RAN CAMPAIGN ADS AGAINST ROSS MILLER WITHOUT COMPLYING WITH DISCLOSURE LAWS. CURRENT AG SUPPORTS MILLER AND MILLER MAY BE ELECTED AG BEFORE CASE ENDS

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

CONFLICT OF INTEREST- CURRENT AG SUPPORTS MILLER AND MILLER MAY BE ELECTED AG BEFORE CASE ENDS

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?

[Empty text box]

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:

Office of the Attorney General has a current contract with Gordon and Silver. Their services have 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:
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:

BENSON, KEVIN, SDAG Ph: 775-684-1114

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	10/06/2014 15:33:51 PM
Division Approval	clesli1	10/07/2014 08:31:26 AM
Department Approval	chowle	10/08/2014 09:58:15 AM
Contract Manager Approval	lgallow1	10/09/2014 09:55:04 AM
Budget Analyst Approval	ekin4	10/14/2014 06:51:32 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: **15942**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: KANE, BRUCE DBA
Agency Code: 082	Contractor Name: KANE, BRUCE DBA
Appropriation Unit: 1349-12	Address: BRUCES CARPET CLEANING 769 MARSH RD
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89701-8634
If "No" please explain: Not Applicable	Contact/Phone: 775/882-1115
	Vendor No.: T80923724
	NV Business ID: NV20101688781

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	X	Fees	100.00 % B&G building rent income
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **ASD #1669828**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/01/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Carpet Cleaning Svc**

5. Purpose of contract:

This is a new contract that continues ongoing carpet cleaning services to the various state buildings in Carson City and Reno, on an as-needed basis and at the written request and approval of a Building and Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: **\$.35 per square foot for regular cleaning, minimum charge \$145**

II. JUSTIFICATION

7. What conditions require that this work be done?

Carpet in state buildings need to be kept clean and sanitary.

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):

**Bruce's Carpet Cleaning
Economy**

b. Solicitation Waiver: **Not Applicable**

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

2

This is one of multiple carpet cleaning contractors on file with Buildings and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

Carol Sweeney, Program Officer II, Contract Manager Ph: 775-684-0243

Cheryl Warren, Custodial Manager, Contract Monitor Ph: 775-684-1809

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	09/24/2014 08:22:30 AM
Division Approval	csweeney	09/24/2014 08:22:33 AM
Department Approval	csweeney	09/24/2014 08:22:36 AM
Contract Manager Approval	csweeney	09/24/2014 08:22:41 AM
Budget Analyst Approval	jrodrig9	09/26/2014 12:59:36 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: **16101**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: GENOA TREES & LANDSCAPE
Agency Code: 082	Contractor Name: GENOA TREES & LANDSCAPE
Appropriation Unit: 1349-14	Address: MATERIALS 2181 HIGHWAY 395
Is budget authority available?: Yes	City/State/Zip: MINDEN, NV 89423
If "No" please explain: Not Applicable	Contact/Phone: 775/782-5605
	Vendor No.: T27014711
	NV Business ID: NV20001444730
To what State Fiscal Year(s) will the contract be charged?	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 %	X	Fees	100.00 % Building Rent Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 1705325

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/29/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2014**

Contract term: **93 days**

4. Type of contract: **Contract**

Contract description: **Landscaping**

5. Purpose of contract:

This is a new contract which provides landscape preservation services for the Stewart Facility located at 5500 Snyder Way, Carson City, Nevada. The landscape preservation services will include provision and planting of trees, maintenance of plants, preparation of planting areas, clean up and restoration of working areas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,705.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Landscaping services are needed to maintain the appearance of State occupied buildings.

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):

**Greenhouse Garden Center
Garden Shop Nursery
Genoa Trees & Landscape Materials**

b. Solicitation Waiver: **Not Applicable**

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

3

The chosen vendor proposed the lowest cost for this service.

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:

Marty Phillips, Contract Monitor, Grounds Supervisor II Ph: 775-684-1800

Michelle Kossmann, Contract Manager, Program Officer I Ph: 775-684-0241

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	09/24/2014 07:33:59 AM
Division Approval	csweeney	09/24/2014 07:34:01 AM
Department Approval	csweeney	09/24/2014 07:34:04 AM
Contract Manager Approval	mkossman	09/24/2014 11:13:14 AM
Budget Analyst Approval	jrodrig9	09/29/2014 12:42:49 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: **16139**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: HERSHENOW & KLIPPENSTEIN
Agency Code: 082	Contractor Name: HERSHENOW & KLIPPENSTEIN
Appropriation Unit: All Budget Accounts - Category 10	Address: ARCHITECTS INC
Is budget authority available?: No	5485 RENO CORPORATE DR STE 100
If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will be the Account 3560, Military; Expenditure Category 10, Weekend Training Site.	City/State/Zip: RENO, NV 89511-2262
	Contact/Phone: 775/332-6640
	Vendor No.: T80984709
	NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **2015-2018**

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.

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

Agency Reference #: 108936

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/13/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **3 years and 261 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 a Solar Wall system for the Nevada Army National Guard Army Aviation Stead Facility South Hangar Solar Wall; Project No. 15-A008; Contract No. 108936. The scope of work is for architectural, structural engineering, mechanical engineering and electrical engineering services to complete Type B and Type C services. The Type B prefinal documents from the previous project will be updated to include only the AASF Hangar Solar Wall. Drawings and specifications will be revised for a Type B final document set. Type C Construction Administration services will be similar to previous Nevada Army National Guard and Public Works projects.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,960.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2014 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.

4

9. Were quotes or proposals solicited? No

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

a. List the names of vendors that were solicited to submit proposals (include at least three):
Not Applicable

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

c. Why was this contractor chosen in preference to other?
Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

SPWD, currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

Robbie Oxoby, project manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/09/2014 12:50:05 PM
Division Approval	dgrimm	10/09/2014 12:50:09 PM
Department Approval	dgrimm	10/09/2014 12:50:14 PM
Contract Manager Approval	dgrimm	10/09/2014 13:48:19 PM
Budget Analyst Approval	jrodrig9	10/13/2014 20:11:56 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: **16140**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: HERSHENOW & KLIPPENSTEIN
Agency Code: 082	Contractor Name: HERSHENOW & KLIPPENSTEIN
Appropriation Unit: All Budget Accounts - Category 10	Address: ARCHITECTS INC
Is budget authority available?: No	5485 RENO CORPORATE DR STE 100
If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will be the Account 3560, Military; Expenditure Category 10, Weekend Training Site.	City/State/Zip: RENO, NV 89511-2262
	Contact/Phone: 775/332-6640
	Vendor No.: T80984709
	NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % agency funded CIP - Federal Funds

Agency Reference #: 108937

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/13/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 261 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 construction administration such as project meetings and submittal review, request for information correspondence, cost change documents and punch list. Construction administration was not included in the original proposal for the project, which assumes each of the five buildings will be completed independently and that one will be substantially complete before the next building starts. Project No. 15-A010; Contract No. 108937.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,600.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 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**

5

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

SPWD, currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

Robbie Oxoby, project manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/09/2014 13:14:53 PM
Division Approval	dgrimm	10/09/2014 13:14:56 PM
Department Approval	dgrimm	10/09/2014 13:14:58 PM
Contract Manager Approval	dgrimm	10/09/2014 13:48:03 PM
Budget Analyst Approval	jrodrig9	10/13/2014 20:20:31 PM

5

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: **15264**

Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Legal Entity Name: **PENTA BUILDING GROUP LLC**

Agency Code: **082**

Contractor Name: **PENTA BUILDING GROUP LLC**

Appropriation Unit: **All Budget Accounts - Category 50**

Address: **181 E WARM SPRING RD**

Is budget authority available?: **No**

City/State/Zip: **LAS VEGAS, NV 89119-4101**

If "No" please explain: This is an agency funded CIP where the project will be managed by the SPWD, but all funding and contractor payment responsibilities will remain with the initiating agency. For this contract the funding and expenditure authority will be the account 3161, expenditure category 50.

Contact/Phone: **702/614-1678**

Vendor No.: **T29025775**

NV Business ID: **NV20081225302**

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.

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

Agency Reference #: **91286**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **02/04/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**

Contract term: **4 years and 146 days**

4. Type of contract: **Contract**

Contract description: **Owner/CMAR**

5. Purpose of contract:

This is the first amendment to the original contract, which provides construction manager at risk services to renovate building #3A, Southern Nevada Adult Mental Health Services; Project No. 14-A006; Contract No. 91286. This amendment decreases the maximum amount from \$281,000 to \$237,637 to provide a credit to the Department of Health and Human Services. The credit is due to an identified CMAR cost savings that, by agreement, is split between the CMAR and the Owner's.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$281,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$43,363.00
4. New maximum contract amount:	\$237,637.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2014 CIP

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

6

Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):
Not Applicable

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

c. Why was this contractor chosen in preference to other?
Demonstrated the required expertise for work on this project.

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

- 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

- 11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?
No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?
No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
No If "Yes", please explain
Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?
Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
SPWD, currently and/or in the past for various amounts with satisfactory results.

- 13. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Table with 3 columns: Approval Level, User, Signature Date. Rows include Budget Account Approval, Division Approval, Department Approval, Contract Manager Approval, and Budget Analyst Approval.

6

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: **14914** Amendment Number: **1**

Agency Name: **DTCA - COMMISSION ON TOURISM** Legal Entity Name: **PACE GROUP COMMUNICATIONS INC**

Agency Code: **101** Contractor Name: **PACE GROUP COMMUNICATIONS INC**

Appropriation Unit: **1522-43** Address: **55 WATER STREET STE 200**

Is budget authority available?: **Yes** City/State/Zip: **VANCOUVER, CANADA, -- V6V 1A1**

If "No" please explain: **Not Applicable** Contact/Phone: **NORMAN STOWE 604/689-1889**

Vendor No.: **F00000280**

NV Business ID: **NV20131500638**

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % LODGING TAX

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **10/08/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2015**

Contract term: **1 year and 357 days**

4. Type of contract: **Contract**

Contract description: **Western Canada Rep**

5. Purpose of contract:

This is the first amendment to the original contract, to represent Nevada primarily in Western Canada. The target audience for public relations efforts is media and consumers in the provinces of British Columbia, Alberta, and Saskatchewan. The contracted vendor will work with consumer and trade media in these provinces to increase awareness of Nevada as a vacation destination. NCOT's mission is to increase travel to the rural areas of the state, so the contracted vendor's efforts will be focused on rural Nevada using Las Vegas and Reno as gateways.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$120,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$49,000.00
4. New maximum contract amount:	\$169,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
NRS 231.160 through NRS 231.360 requires that the Nevada Commission on Tourism promote tourism in Nevada both domestically and internationally.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The State does not have any employees located outside the United States to perform this work internationally.

9. Were quotes or proposals solicited? **Yes**

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

7

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 highest ranking both technically and overall from the evaluation panel.

d. Last bid date: 07/02/2013 Anticipated re-bid date: 03/01/2013

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?

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 License**

[Empty text box]

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	amathies	10/03/2014 16:04:14 PM
Division Approval	amathies	10/03/2014 16:04:18 PM
Department Approval	amathies	10/03/2014 16:04:20 PM
Contract Manager Approval	Pending	

7

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: **16054**

Agency Name: OFFICE OF VETERANS SERVICES	Legal Entity Name: Buzby
Agency Code: 240	Contractor Name: Buzby
Appropriation Unit: 2560-04	Address: 340 S. Humboldt Drive
Is budget authority available?: Yes	City/State/Zip: Henderson, NV 89074
If "No" please explain: Not Applicable	Contact/Phone: Bob Buzby 702-361-3390
	Vendor No.: PUR0004354
	NV Business ID: NV19991142243
To what State Fiscal Year(s) will the contract be charged?	2015-2019

What is the source of funds that 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	52.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	48.00 % Cemetery interment fees

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/24/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/15/2018**

Contract term: **3 years and 357 days**

4. Type of contract: **Contract**

Contract description: **Video Installation**

5. Purpose of contract:

This is a new contract to provide video equipment and video conferencing installation to the various locations of the Nevada Department of Veterans Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$76/hour labor rate; plus materials and travel expenses when applicable.

II. JUSTIFICATION

7. What conditions require that this work be done?

NDVS needs various offices upgraded for video conferencing, as well as have video cameras installed at various locations in the Agency.

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

No State employees are available 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):

**Buzby - Henderson, NV
Mojave Electric - Las Vegas, NV
South Central AV - Las Vegas, NV**

b. Solicitation Waiver: **Not Applicable**

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

Better pricing and ability to serve all offices of NDVS.

8

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor has previously performed work for NDVS. All work 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	agarland	09/09/2014 14:19:04 PM
Division Approval	agarland	09/09/2014 14:19:07 PM
Department Approval	agarland	09/09/2014 14:19:11 PM
Contract Manager Approval	mnobles	09/10/2014 15:51:15 PM
Budget Analyst Approval	ekin4	09/24/2014 07:24:05 AM

8

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: **16130**

Agency Name: OFFICE OF VETERANS SERVICES	Legal Entity Name: Water & Energy Systems Technology of Nevada
Agency Code: 240	Contractor Name: Water & Energy Systems Technology of Nevada
Appropriation Unit: 2561-07	Address: 13109 Arctic Circle
Is budget authority available?: Yes	City/State/Zip: Santa Fe Springs, CA 90670
If "No" please explain: Not Applicable	Contact/Phone: Matt Copthorne 702-449-9698
	Vendor No.: T27030751
	NV Business ID: NV19831015302

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Private funds - 50%; Medicaid - 50%

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/16/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **1 year and 350 days**

4. Type of contract: **Contract**

Contract description: **Cooling Tower Maint.**

5. Purpose of contract:

This is a new contract to provide maintenance for the cooling towers, chillers, and hot water boilers at the Nevada State Veterans Home (NSVH). The vendor will provide monthly inspection and preventive maintenance for this equipment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$674.00 per month

Other basis for payment: Except for repairs - parts and labor.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is preventative maintenance to avoid corrosion of cooling towers and closed loop system.

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

No State agencies or employees are available to do 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):

**Cherokee Cooling Tower and Chemical - Vernon, CA
Southwest Air Conditioning - Las Vegas, NV
WEST, Inc. - Santa Fe Springs, CA**

b. Solicitation Waiver: **Not Applicable**

9

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

Best price; familiarity with system.

d. Last bid date: 08/01/2014 Anticipated re-bid date: 08/01/2016

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:

Contractor provided service to NSVH previously; all work 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: 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:

Bob Robinson, Facilities Supervisor Ph: 702-332-6751

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	10/13/2014 15:38:31 PM
Division Approval	agarland	10/13/2014 15:38:34 PM
Department Approval	agarland	10/13/2014 15:38:38 PM
Contract Manager Approval	mnobles	10/16/2014 08:24:31 AM
Budget Analyst Approval	ekin4	10/16/2014 08:34:04 AM

9

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: **16023**

Agency Name: DHHS - WELFARE AND SUPPORT SERVICES	Legal Entity Name: BEAVEX INC
Agency Code: 407	Contractor Name: BEAVEX INC
Appropriation Unit: 3238-23	Address: NORTHCREEK 200
Is budget authority available?: Yes	3715 NORTHSIDE PKWY STE 300
If "No" please explain: Not Applicable	City/State/Zip: ATLANTA, GA 30327
	Contact/Phone: 404/260-0961
	Vendor No.: T27010585A
	NV Business ID: NV20051249485
To what State Fiscal Year(s) will the contract be charged?	2015-2019

What is the source of funds that 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	34.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	66.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/01/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Courier Svcs-SCaDU**

5. Purpose of contract:

This is a new contract that continues to provide courier service for the State Collections and Disbursement Unit (SCaDU) for child support checks and other payment instruments.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,835.00**

Payment for services will be made at the rate of \$33.00 per delivery day

II. JUSTIFICATION

7. What conditions require that this work be done?

SCaDU child support checks and other payment instruments need to be delivered timely to the SCaDU office for appropriate posting and depositing.

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

The state does not provide courier service.

9. Were quotes or proposals solicited? **Yes**

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

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

**BeaveEx, Inc.
Accelerated Delivery
Blue Streaks Couriers**

b. Solicitation Waiver: **Not Applicable**

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

10

Bid solicitations were mailed to multiple other vendors with no response. This vendor has been providing ongoing courier services to DWSS in a satisfactory manner.

d. Last bid date: 03/27/2014 Anticipated re-bid date: 03/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This contractor has been providing satisfactory courier services to DWSS on an ongoing basis.

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:

Marci Boggs, Chief, SCaDU Ph: 775-684-0649

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	09/05/2014 12:35:58 PM
Division Approval	msmit5	09/11/2014 12:48:45 PM
Department Approval	ecrecli	09/15/2014 14:26:33 PM
Contract Manager Approval	sjon23	09/26/2014 10:01:48 AM
Budget Analyst Approval	ekin4	09/29/2014 13:08:06 PM

10

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: **16126**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: HERSHENOW & KLIPPENSTEIN
Agency Code: 431	Contractor Name: HERSHENOW & KLIPPENSTEIN
Appropriation Unit: 3650-10	Address: 5485 RENO CORPORATE DR STE 100
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: Max Hershenow 775-332-6640
	Vendor No.: T80984709
	NV Business ID: 19941047730

To what State Fiscal Year(s) will the contract be charged? **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 #: **NMD# 031-14S**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/07/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/30/2015**

Contract term: **174 days**

4. Type of contract: **Contract**

Contract description: **Structure site WCA**

5. Purpose of contract:

This is a new contract to design a concrete foundation/slab and shade structure to include utilities for a modular guard shack at the Washoe County Armory.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,900.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a service contract to provide professional services for the design of a concrete foundation and shade structure with utilities capable of supporting the modular guard shack located at the Washoe County armory. This will also provide State Public Works approved plans and specification to include civil and structural plans (Type A and B services).

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

We do not have the certifications to do this type of work.

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

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

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

Not Applicable

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

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

This vendor has been used by the Office of the Military in the past and has provided satisfactory service.

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 Office of the Military has contracted with this vendor in the past and found the services 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	vradford	10/02/2014 18:28:32 PM
Division Approval	ctyle1	10/03/2014 09:40:06 AM
Department Approval	ctyle1	10/03/2014 09:40:08 AM
Contract Manager Approval	ctyle1	10/03/2014 09:40:10 AM
Budget Analyst Approval	jborrowm	10/07/2014 13:51:33 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: **15963**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Wisn, Smith, Racker & Prescott, LLP
Agency Code: 440	Contractor Name: Wisn, Smith, Racker & Prescott, LLP
Appropriation Unit: 3727-35	Address: 1820 East Warm Springs Rd, Suite 112
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: Steven R. Smith, Managing Partner 801/931-3851
	Vendor No.: T29031692
	NV Business ID: NV20091403644
To what State Fiscal Year(s) will the contract be charged?	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 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/21/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **252 days**

4. Type of contract: **Contract**

Contract description: **Audit of BLM Grant**

5. Purpose of contract:

This is a new contract that continues ongoing professional auditing services for a program-specific audit of the Nevada Wild Horse and Burro Maintenance and Training facility grant for Nevada's fiscal year 2014. The Nevada Department of Corrections Silver State Industries' Ranch provides boarding and training of wild horses and burros through a grant from the Bureau of Land Management (BLM). Federal regulations require an audit by an independent CPA firm for entities which expend over \$500,000 in federal grant funds in a year.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,040.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal regulations require that non-federal entities that expend \$500,000.00 or more in federal awards during a year shall have a program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised Office of Management and Budget (OMB) Circular A-133.

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

Audit requirements state that the audit shall be conducted by an independent auditor.

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)**

12

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

State Purchasing, Greg Smith, Administrator determined that this contract is exempt per NAC 333.150, 2 (b) (5)

d. Last bid date: 07/23/2014 Anticipated re-bid date: 07/23/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Department of Corrections FY12 & FY13. We were extremely satisfied with the contractor.

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	ddastal	09/04/2014 08:01:17 AM
Division Approval	dmartine	09/09/2014 11:54:40 AM
Department Approval	bfarris	09/09/2014 12:25:09 PM
Contract Manager Approval	jhardy	10/07/2014 16:16:22 PM
Budget Analyst Approval	cmurph3	10/21/2014 15:29:01 PM

12

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: **16001**

Agency Name: DEPARTMENT OF AGRICULTURE	Legal Entity Name: BOARD OF REGENTS-UNR
Agency Code: 550	Contractor Name: BOARD OF REGENTS-UNR
Appropriation Unit: 2691-23	Address: UNR CONTROLLERS OFFICE
Is budget authority available?: Yes	MAIL STOP 0124
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89557-0124
	Contact/Phone: 775/784-1233
	Vendor No.: D35000816
	NV Business ID: State Agency
To what State Fiscal Year(s) will the contract be charged?	2015-2016

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **09/29/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2015**

Contract term: **336 days**

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

Contract description: **UCED Intralocal**

5. Purpose of contract:

This is a new interlocal agreement to develop and administer a survey of Nevada School Food Service Professionals for the Meal Pattern Grant program. The function of the survey is to evaluate the educational and marketing materials developed by the Nevada Department of Agriculture, and to ensure adequate comprehension of the most up-to-date information regarding the school meal patterns and its federal requirements for school meals is achieved by school food service professionals.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,679.08**

II. JUSTIFICATION

7. What conditions require that this work be done?

The function of the surveys is to evaluate the educational and marketing materials developed by NDA and to ensure adequate comprehension of the most up-to-date information regarding the school meal pattern and its federal requirements for school meals is achieved by school food service professionals.

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

State employees do not have enough time to properly perform this function, nor the proper skills.

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?

13

Intralocal with University of Nevada-Reno

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:

Tatjana Vukovic, Education & Information Officer Ph: 775-353-3610

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wcune1	09/24/2014 06:58:32 AM
Division Approval	wcune1	09/24/2014 06:58:35 AM
Department Approval	wcune1	09/24/2014 06:58:37 AM
Contract Manager Approval	wcune1	09/24/2014 06:58:41 AM
Budget Analyst Approval	sbarkdul	09/29/2014 13:43:34 PM

13

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: **15902** Amendment Number: **1**
 Agency Name: **DEPARTMENT OF AGRICULTURE** Legal Entity Name: **BUTLER, JOHN M DBA**
 Agency Code: **550** Contractor Name: **BUTLER, JOHN M DBA**
 Appropriation Unit: **2691-23** Address: **BUTLER CREATIVE**
 Is budget authority available?: **Yes** City/State/Zip: **6395 CHESTERFIELD LN RENO, NV 89523-2718**
 If "No" please explain: **Not Applicable** Contact/Phone: **775/772-5930**
 Vendor No.: **T27033663**
 NV Business ID: **NV20091555999**

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

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **08/06/2014**

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

Not Applicable

3. Previously Approved Termination Date: **03/31/2015**

Contract term: **237 days**

4. Type of contract: **Contract**
 Contract description: **Butler Creative**

5. Purpose of contract:
This is the first (1) amendment to the original contract, which provided research and design work for the Nevada Meal Pattern Program. This amendment increases the maximum amount from \$2,101 to \$12,101 to perform additional research and design work for the Nevada Meal Pattern Program.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,101.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$10,000.00
4. New maximum contract amount:	\$12,101.00

II. JUSTIFICATION

7. What conditions require that this work be done?
The Federal Healthy, Hunger-Free Kids Act establishes new meal standards for public school children. These new standards must be promoted to the general public to establish an understanding for the purpose of changes in school nutrition standards.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Department employees are not experience or skilled in this type of promotion 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):

14

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Contract was originally under \$2,000 for logo research and creation and purchased with a PO, but with Department requested changes and additions, the work extended past the \$2,000 threshold and a contract was created.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wcune1	09/05/2014 11:11:28 AM
Division Approval	wcune1	09/05/2014 11:11:31 AM
Department Approval	wcune1	09/05/2014 11:11:36 AM
Contract Manager Approval	wcune1	09/11/2014 09:32:49 AM
Budget Analyst Approval	sbarkdul	09/29/2014 13:52:39 PM

14

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: **16093**

Agency Name: DEPARTMENT OF AGRICULTURE	Legal Entity Name: SMITH VALLEY CONSERVATION
Agency Code: 550	Contractor Name: SMITH VALLEY CONSERVATION
Appropriation Unit: 4545-17	Address: DISTRICT
Is budget authority available?: Yes	215 W BRIDGE ST STE 11A
If "No" please explain: Not Applicable	City/State/Zip: YERINGTON, NV 89447-2554
	Contact/Phone: 775/463-2265
	Vendor No.: T81000354
	NV Business ID: n/a

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/10/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2015**

Contract term: **1 year and 82 days**

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

Contract description: **Smith Valley Inter**

5. Purpose of contract:

This is a new interlocal agreement for the removal of invasive weeds in the Smith Valley area of Lyon County in Northern Nevada to benefit sage-grouse habitat and Nevada's rangelands.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,500.00**

Other basis for payment: 30% January 2015, 25% May 2015, 10% August 2015, 25% November 2015 and 10% upon final acceptance of all reports and documentation.

II. JUSTIFICATION

7. What conditions require that this work be done?

Noxious weeds are a known degrading factor to Sage Grouse brood rearing habitats and may be the most significant threat to habitats within the state. The other factor in this project is to protect the agricultural economy and community from the losses which are incurred from noxious weed invasions.

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

The Department does not have the personnel on site to be able to perform the work.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Best fit of proposal to RFP

15

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:

Jamie Greer, Noxious Weed Coordinator Ph: 775-353-3640

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wcune1	09/18/2014 10:42:13 AM
Division Approval	wcune1	09/18/2014 10:42:16 AM
Department Approval	wcune1	09/18/2014 10:42:18 AM
Contract Manager Approval	wcune1	09/18/2014 10:46:25 AM
Budget Analyst Approval	sbarkdul	10/10/2014 13:28:25 PM

15

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: **15857**

Agency Name: DEPARTMENT OF AGRICULTURE	Legal Entity Name: NEVADA STATE HIGH SCHOOL RODEO
Agency Code: 550	Contractor Name: NEVADA STATE HIGH SCHOOL RODEO
Appropriation Unit: 4554-11	Address: ASSOCIATION INC 1498 RINGE LN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89110-1631
If "No" please explain: Not Applicable	Contact/Phone: 702/378-5357
	Vendor No.: T80901594
	NV Business ID: NV20101678748

To what State Fiscal Year(s) will the contract be charged? **2015**

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

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/15/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **258 days**

4. Type of contract: **Contract**

Contract description: **NV State HS Rodeo**

5. Purpose of contract:

This is a new contract to provide financial support to the Nevada State High School Rodeo Association (NSHRA) to offset travel and horse boarding expenses incurred by Nevada's Rodeo representatives when traveling to the National Junior High School Rodeo and the National High School Rodeo each year.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

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?

The Department of Agriculture's mandate is to promote and support the advancement and protection of Nevada's Agriculture and related industries. NHSRA promotes rodeo, livestock care and Western Heritage as well as providing financial assistance to Nevada's Ranchers' and Farmers. The Department of Agriculture's support allows NHSRA to maximize its economic benefits to Nevada's agricultural base.

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

The State is not in the position or skilled enough to operate 21 Rodeo Clubs around the state.

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

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

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

Not Applicable 16

b. Solicitation Waiver: **Not Applicable**

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

Non-Profit - Sole Source

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:

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	wcune1	10/02/2014 11:17:22 AM
Division Approval	wcune1	10/02/2014 11:17:25 AM
Department Approval	wcune1	10/02/2014 11:17:28 AM
Contract Manager Approval	wcune1	10/02/2014 11:27:39 AM
Budget Analyst Approval	sbarkdul	10/15/2014 13:37:31 PM

16

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: **14947** Amendment Number: **1**

Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **BOARD OF REGENTS-NSHE OBO UNR**

Agency Code: **702** Contractor Name: **BOARD OF REGENTS-NSHE OBO UNR**

Appropriation Unit: **4464-24** Address: **CONTROLLERS MAIL STOP 325**

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

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

Vendor No.: **D35000849**

NV Business ID: **NA**

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 %	X	Fees	25.00 %
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **14-10**

2. Contract start date:
a. Effective upon final approval? **No** or b. other effective date **09/18/2013**

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

Not Applicable

3. Previously Approved Termination Date: **12/31/2015**

Contract term: **2 years and 104 days**

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

Contract description: **Facilitate Sage Grou**

5. Purpose of contract:
This is the first amendment to the original contract, which provides facilitation for local working groups focused on sage-grouse conservation. The purpose of this contract amendment is to extend the contract period by one year from the original termination date of December 31, 2014 to December 31, 2015, amend the scope of work for on-going facilitation services for local working groups and add funding for an additional year of work which will increase the contract from \$15,000 to \$30,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$15,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$15,000.00
4. New maximum contract amount:	\$30,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Greater Sage-grouse are a candidate species that have been found warranted, but precluded for listing under the Endangered Species Act by the U.S. Fish and Wildlife Service. Management of the species continues to be the responsibility of state wildlife agencies and there is dire need to exhibit measurable progress in the conservation of the species by improving habitat, securing or protecting existing habitat and restoring habitat; ultimately increasing populations of sage-grouse. It is essential to continue the grassroots effort of conservation planning and implementation utilizing local working groups that were formed in 2000 as part of the Governors Sage-grouse Conservation Strategy.

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

17

Meeting facilitation should be conducted by a trained unbiased and neutral individual. Some NDOW personnel are trained in facilitation; however, past experience with Nevada System of Higher Education (Cooperative Extension) facilitators has been well received by most attendees at sage-grouse local working group meetings.

- 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?

UNR-CE is a government agency that has conducted this type of work for various entities and agencies in the past including NDOW.

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 Nevada System of Higher Education (University of Nevada, Reno Cooperative Extension) is a government agency and has conducted contract work for several local and state government agencies. A contract for similar work was executed in the early 2000's and the work was considered above standard.

- 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	kdailey	09/22/2014 15:27:13 PM
Division Approval	kdailey	09/22/2014 15:27:17 PM
Department Approval	eobrien	09/23/2014 13:38:01 PM
Contract Manager Approval	kdailey	09/23/2014 13:46:06 PM
Budget Analyst Approval	sbarkdul	10/03/2014 12:38:45 PM

17

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: **16005**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: DESERT RESEARCH INSTITUTE DBA
Agency Code: 709	Contractor Name: DESERT RESEARCH INSTITUTE DBA
Appropriation Unit: 3185-04	Address: DRI RESEARCH FOUNDATION 2215 RAGGIO PKWY
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89512-1095
If "No" please explain: Not Applicable	Contact/Phone: 775/673-7379
	Vendor No.: T29034539
	NV Business ID: Interlocal

To what State Fiscal Year(s) will the contract be charged? **2015-2019**

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

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

Agency Reference #: **15-003**

2. Contract start date:

a. Effective upon final approval? **Yes** or b. other effective date: **NA**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **4 years and 70 days**

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

Contract description: **Laboratory Services**

5. Purpose of contract:

This is a new contract for the Nevada Division of Environmental Protection (NDEP) Bureau of Air Quality Planning, which will provided funding to the Desert Research Institute for laboratory and analytical services to identify and evaluate the chemical characterization of particulate m to identify why the NDEP is observing elevated ozone concentrations in rural portions of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

There are areas throughout the state that are approaching EPA's regulated air quality standards. By sampling we will be able to determine mitigation efforts before federal regulations are mandated to the State of Nevada.

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 personnel or resources to effectively sample the filters.

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?

18

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:

NDEP currently has a contract with DRI that expires on December 31, 2014.

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	ahanso1	08/18/2014 11:44:26 AM
Division Approval	rbamford	08/19/2014 14:58:27 PM
Department Approval	rbamford	08/19/2014 14:58:32 PM
Contract Manager Approval	cnewto1	10/08/2014 16:11:38 PM
Budget Analyst Approval	Pending	

18

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: **15858**

Agency Name: B&I - REAL ESTATE DIVISION	Legal Entity Name: Thomas D. Harper, Esq.
Agency Code: 748	Contractor Name: Thomas D. Harper, Esq.
Appropriation Unit: 3820-04	Address: 606 S. Ninth Street
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89101
If "No" please explain: Not Applicable	Contact/Phone: 702-383-9744
	Vendor No.:
	NV Business ID: NV19951066815
To what State Fiscal Year(s) will the contract be charged?	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 %	X	Fees	100.00 % ADR Filing Fees - GL3777
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **748**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/02/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **271 days**

4. Type of contract: **Contract**

Contract description: **Mediator Contract**

5. Purpose of contract:

This is a new contract to impanel the contractor to the Real Estate Division's Alternative Dispute Resolution panel. The panel will mediate disputes between parties concerning common-interest communities, including, without limitation, the interpretation, application and enforcement of covenants, conditions and restrictions pertaining to residential property and the articles of incorporation, bylaws, rules and regulations of an association. AB370 gives authority to the Division to create this program and impanel referees, mediators and arbitrators.

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 \$167.00 per hr

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS38.340 mandates that the Division establish and maintain a list of mediators and arbitrators who are available for mediation and arbitration of claims. AB370 effective October 1, 2013, revises NRS 38 so that mediation will be the mandatory form of resolution. AB370 gives the Division authority to create a Program. The Program will consist of a panel of referees and will provide subsidy up to \$500.00 per claim, if both parties meet the requirements and agree to participate.

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

Mediators, arbitrators and referees must be neutral parties to the claims. The Division (Administrator) administers the process and establishes and maintains the appropriate panels. Therefore, outside vendors are required to maintain neutrality. NAC333.150(2)(b)(4) waives the formal requirements for an RFP.

9. Were quotes or proposals solicited? **Yes**

19

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

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

Ira David, Esq.
Sarah Carrasco, Esq.
Kurt Bonds, Esq.

b. Solicitation Waiver: **Not Applicable**

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

All contractors that meet the training and experience requirements established in the solicitation are selected to serve on the panels.

d. Last bid date: 08/19/2013 Anticipated re-bid date: 07/01/2015

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)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vleigh	09/25/2014 15:20:35 PM
Division Approval	vleigh	09/25/2014 15:20:39 PM
Department Approval	sanders7	09/25/2014 15:29:11 PM
Contract Manager Approval	vleigh	09/25/2014 15:30:53 PM
Budget Analyst Approval	sjohnso9	10/02/2014 06:56:07 AM

19

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16142**

Agency Name: B&I - TAXICAB AUTHORITY	Legal Entity Name: The Speer Law Firm, PLLC
Agency Code: 750	Contractor Name: The Speer Law Firm, PLLC
Appropriation Unit: 4130-04	Address: 155 E. Water Street Ste 200
Is budget authority available?: Yes	City/State/Zip: Henderson, NV 89015-7491
If "No" please explain: Not Applicable	Contact/Phone: Janette Speer 702-956-2775
	Vendor No.: T27035470
	NV Business ID: NV20141497412
To what State Fiscal Year(s) will the contract be charged?	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 %	X	Fees	100.00 %	Trip Charges
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/13/2014**

Retroactive? **Yes**

If "Yes", please explain

The agency's previous contracted hearing officer (Metz #15897) resigned her position August 6, 2014. The Speer Law Firm, PLLC assumed the responsibility of hearing officer on August 13, 2014, which enable the agency to continue hearings without interruption in service. The hearings calendar is currently booked through February of 2015.

3. Termination Date: **06/30/2015**

Contract term: **321 days**

4. Type of contract: **Contract**

Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract for a Administrative Hearing Officer. The previous contracted hearing officer resigned August 6, 2014. The hearing officer will preside over the Department of Business and Industry, Taxicab Authority's 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: **\$36,800.00**

Payment for services will be made at the rate of \$800.00 per Day

II. JUSTIFICATION

7. What conditions require that this work be done?

In accordance with NRS 706.8822, the Taxicab Administrator shall conduct administrative hearings and make final decisions, subject to appeal by any aggrieved party to the Taxicab Authority.

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

As empowered by NRS 706.8821(2)(b), the Administrator has deleted the duties of hearing officer for the Taxicab Authority Administrative Court.

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

20

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

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. A contracted administrative hearing officer that is utilized by the Taxicab Authority is a licensed Nevada attorney, with specialized knowledge of the statutes that govern the transportation industry.

d. Last bid date: Anticipated re-bid date: 05/04/2015

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:

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:

JoAnn Caravella, Administrative Assistant IV Ph: 702-668-4010

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dhowry	10/10/2014 13:15:14 PM
Division Approval	dhowry	10/10/2014 13:15:19 PM
Department Approval	sanders7	10/13/2014 11:52:37 AM
Contract Manager Approval	dhowry	10/17/2014 10:43:47 AM
Budget Analyst Approval	sjohnso9	10/17/2014 10:45:56 AM

20

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
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 | Fax: (775) 684-0260

Date: October 13, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst IV
Budget and Planning Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF
STATE LANDS

Agenda Item Write-up:

NRS 321.5954, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending September 30, 2014.

Additional Information:

- **1989 Tahoe Basin Act**
 - There were no transfers of lands or interest in lands during the quarter.
- **Lake Tahoe Mitigation Program**
 - The agency reports that there were no acquisitions of land or interest during the quarter. However, two land coverage transactions did occur during the period. The transactions resulted in \$11,917 in proceeds for the Nevada Land Bank.

Statutory Authority: NRS 321.5954

REVIEWED: _____
INFO ITEM: _____

Addendum:

NRS 321.5954 Powers and duties of Division and State Land Registrar regarding programs to preserve, restore and enhance Lake Tahoe Basin.

1. In carrying out a program authorized pursuant to NRS 321.5953, the Division may, as the State Land Registrar deems appropriate regarding particular parcels of land:

(a) Acquire, from a willing owner, real property or an interest in real property in the Lake Tahoe Basin by donation, purchase or exchange;

(b) Transfer real property or an interest in real property in the Lake Tahoe Basin by sale, lease or exchange;

(c) Eliminate, or mitigate the effects of, development, land coverage or features or conditions of real property acquired pursuant to paragraph (a) that are detrimental to the natural environment of the Lake Tahoe Basin; and

(d) Retire, extinguish or otherwise terminate rights to develop or place land coverage on real property acquired pursuant to paragraph (a).

2. The State Land Registrar may transfer real property or an interest in real property acquired pursuant to this section:

(a) To state and federal agencies, local governments and nonprofit organizations for such consideration as the State Land Registrar deems to be reasonable and in the interest of the general public.

(b) To other persons for a price that is not less than the fair market value of the real property or interest.

3. Before real property or an interest in real property is transferred pursuant to this section, the State Land Registrar shall record a declaration of restrictions or deed restrictions if the State Land Registrar determines that such restrictions are necessary to protect the public interest.

4. The State Land Registrar shall report quarterly to the State Board of Examiners regarding the real property or interests in real property transferred pursuant to this section.

5. Notwithstanding any other provision of law, a person shall not acquire, disturb or use real property or an interest in real property acquired by this State pursuant to this section unless the person first obtains written authorization from the State Land Registrar.

6. As used in this section:

(a) "Interest in real property" includes, without limitation:

(1) An easement for conservation as that term is defined in NRS 111.410;

(2) The right to develop the real property;

(3) The right to place land coverage on the real property; and

(4) Such other easements or rights as are appurtenant to the real property.

(b) "Land coverage" means a covering over or compaction of the natural surface of the ground that prevents water from percolating into the ground.

(Added to NRS by 1999, 2018)

LEO DROZDOFF
Director

BRIAN SANDOVAL
Governor

State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

Department of Conservation
and Natural Resources

CHARLES DONOHUE
Administrator
RECEIVED

OCT 07 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION



STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

October 1, 2014

MEMORANDUM

TO: Julia Teska, Clerk
Nevada State Board of Examiners

FROM: Charles Donohue, Administrator
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND LAKE TAHOE MITIGATION PROGRAM – 1st QUARTER SFY 2015**

Tahoe Basin Act:

Pursuant to Chapter 111, Statutes of Nevada, 1989, at page 263, which requires a quarterly report to the Board of Examiners, this memorandum is to report lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program during the quarter ending September 30, 2014.

- There were no transfers of lands or interests in lands during this quarter.

Lake Tahoe Mitigation Program:

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending September 30, 2014.

- There were no acquisitions of lands or interests in lands during this quarter. However, two land coverage transactions occurred during this period. On August 16 a transaction was finalized involving the sale of 285 square feet of Class 1a restored land coverage in the Agate Bay area of Lake Tahoe. This transaction resulted in \$8,265.00 in proceeds for the Nevada Land Bank. In addition, on August 26, a transaction was finalized involving the sale of 166 square feet of Class 1a restored coverage in the South Stateline area of Lake Tahoe. This transaction resulted in \$3,652.00 in proceeds for the Nevada Land Bank. All proceeds from these transactions were deposited in the respective budget accounts to continue to carry out the intent of the Nevada Land Bank.

In the event you have any questions or would like additional information please call me.

CD/er

cc: Leo Drozdoff, Director, Department of Conservation and Natural Resources