#### **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:** October 14, 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 AUGUST 12, 2014 BOARD OF EXAMINERS' MEETING MINUTES
- \*3. FOR POSSIBLE ACTION APPROVAL OF THE SEPTEMBER 9, 2014 BOARD OF EXAMINERS' MEETING MINUTES

#### \*4. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES

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 – Fleet Services	1	\$16,500
Office of the Military	1	\$62,623
Total	2	\$79,123

#### \*5. 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 – \$83,500

The department requests settlement approval in the amount of \$83,500 to resolve an eminent domain action to acquire a permanent highway easement over unimproved real property owned by the City of Los Angeles and located in Henderson. NDOT is acquiring the easement for the purpose of constructing the Boulder City Bypass Project. NDOT previously deposited \$260,000 with the Court for the appraised value of the property in order to obtain occupancy. NDOT now requests an additional \$83,500 to resolve the action. Approval of the additional amount of \$83,500 would bring the total to \$343,500.

#### B. Department of Transportation (NDOT) – Administration – \$716,600

The department requests settlement approval in the amount of \$716,600 to resolve an eminent domain action to acquire unimproved real property owned by Carrie L. Jenkins and located at the corner of Martin Luther King Boulevard and Alta Drive in Las Vegas. The Subject Property is for the purpose of constructing Project NEON. NDOT previously deposited \$883,400 with the Court for the appraised value of the property in order to obtain occupancy. NDOT now requests an additional \$716,600 to resolve the action. Approval of the additional amount of \$716,600 would bring the total to \$1,600,000.

#### C. Department of Transportation (NDOT) – Administration – \$1,647,913.50

The department requests approval of a settlement and release agreement between NDOT and Travelers Casualty and Surety Company of America (Travelers). This proposed settlement resolves separate litigation on contracts 3377 and 3407 and a payment claim on contract 3392. Travelers provided separate payment and performance bonds on all three contracts.

The proposed settlement provides for \$1,647,913.50 to be paid to NDOT by Travelers for NDOT's counterclaim on contract 3377.

#### D. Department of Transportation (NDOT) – Administration – \$150,783.91

The department requests approval of a settlement and release agreement between NDOT and Travelers Casualty and Surety Company of America (Travelers). This proposed settlement resolves separate litigation on contracts 3377 and 3407 and a payment claim on contract 3392. Travelers provided separate payment and performance bonds on all three contracts.

The proposed settlement provides payment of \$150,783.91 to Travelers by NDOT for Travelers' claims on contracts 3377 and 3407, and to release payment of \$467,775.80 to Travelers currently owed by NDOT on contracts 3377, 3392 and 3407.

### E. College Savings Plans of Nevada (CSP), acting by and through its Administrator, the State Treasurer of Nevada – \$850,000

The CSP Board requests settlement approval in the amount of \$850,000 to resolve ongoing litigation between the CSP in a civil action brought by Treasury Solutions, LLC for breach of contract between the CSP and Treasury Solutions. This action was based upon the assertion by Treasury Solutions that it did not receive funds allegedly due and owing it under the Treasury Solutions Agreement.

#### \*6. FOR POSSIBLE ACTION – LEASES

<u>v. ro</u>		THE TION - LL		
BOE#	LF	ESSEE	LESSOR	AMOUNT
	Office of the A	Attorney General	Kietzke 5420, LLC	\$1,031,579
1.	Lease Description:		n existing lease to house the Office of the Attorney General.  1/2014 – 10/31/2014   Located in Reno	
	Department of	Business and	JAM Properties International, LLC	
	Industry – Nev	vada 💮 💮		\$153,348
2.	Transportation	Authority		
	Lease		xisting modified gross lease to house the Nevada Transportatio	n Authority.
	Description:		1/2014 - 12/31/2015 Located in Las Vegas	
	Governor's Of	fice of Economic	Board of Regents of the Nevada System of	\$7,200
3.	Development		Higher Education – Great Basin College	\$7,200
]	Lease		house the Governor's Economic Development Procurement O	utreach Program.
	Description:		1/2013 – 06/30/2019 Located in Elko	
	Governor's Of		Tanglewood Nevada, LLC	\$316,030
4.	Lease Description:		n existing lease to house the Office of the Energy.  1/2015 – 12/31/2019   Located in Carson City	
	Department of	Health and	9005–9089 South Pecos Road, LLC	
	Human Service	es – Aging &		\$493,693
5.	Disability Serv	vices Division		
	Lease		house the Desert Regional Center.	
	Description:	Term of Lease: 11/01	1/2014 - 03/31/2020 Located in Henderson Savings of \$	57,642.36

BOE#	LESS	SEE	LESSOR	AMOUNT
6.	Department of He Human Services - Child and Family Southern Nevada Adolescent Service	– Division of Services – Child and	Talon–Durango, LLC	\$586,436
	Lease The Description:	nis is a new location to ad Adolescent Services.	house the fiscal offices of the Mobile Crisis Program for Souther.    Value	ern Nevada Child
7.	Department of He Human Services - Child and Family Northern Nevada Adolescent Service	– Division of Services – Child and	Cathay Wah Sang, Inc.	\$204,665
			use the Northern Nevada Child and Adolescent Services.  5/2014 - 10/31/2018 Located in Reno Savings of \$2	24,490.08
8.	Department of He Human Services - Public and Behav Rural Community Services	– Division of rioral Health –	Wade and Monique Robison	\$267,971
			n existing lease to house the Division of Public and Behavioral la 1/2014 – 10/31/2019 Located in Ely	Health.
9.	Department of Pu Director's Office Highway Patrol	– Nevada	Elko County Commission	\$27,000
			an existing lease to house the Nevada Highway Patrol.  Located in Wells	

### \*7. FOR POSSIBLE ACTION – CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
		ATTORNEY GENERAL'S OFFICE – CONSUMER ADVOCATE		FEE: REGULATORY ASSESSMENTS		PROFESSIONAL SERVICE
1.	Contract	This is a new contract to provice plans and cost recovery including matters before the Nevada Publication over Nevada's regularisdiction over Nevada's regularisdiction.	ng, but not limited to, utilit lic Utilities Commission or	y integrated resource pla	ns, energy supp	ly plans and related
		Term of Contract:	Upon Approval – 10/31/2018	Contract # 16049		
2.	051	COLLEGE SIT I I TOS	THE INTERNATIONAL ASSOCIATION OF WORKING MOTHERS	OTHER: NEVADA COLLEGE SAVINGS TRUST	\$85,000	SOLE SOURCE
	Contract	This is a new contract to increa working mothers by implement in Las Vegas and Reno, with the	ing a Women's Money Cor	nference in Reno and Las	s Vegas, as well	C
		Term of Contract:	Upon Approval – 10/14/2015	Contract # 16038		

EPT#	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
082	ADMINISTRATION – STATE PUBLIC WORKS DIVISION – BUILDINGS	DBA MCNEILS	RENT INCOME	\$850,000	
			and equipment to maint	ain ongoing jani	torial services for the
-	Term of Contract:	11/13/2014 - 11/30/2018	Contract # 15995		
300	EDUCATION – ELEMENTARY & SECONDARY EDUCATION TITLES II,	ACT, INC.	FEDERAL	\$2,000,000	
ontract	high schools and includes prograted analysis and reporting. The	ram management, test designis request is contingent u	gn, test administration, lo	gistics, data pro	cessing, test scoring,
,		10/14/2014 - 06/30/2015	Contract # 16058		
300	EDUCATION – ELEMENTARY & SECONDARY EDUCATION TITLES II,	EMETRIC, LLC	FEDERAL	\$585,064	
ontract	School Performance Framewor agreement. New data sets were maximum amount from \$1,175	k accountability system and added to the Nevada Repo ,750 to \$1,760,814, due to	d a Family Educational Fort Card built by the vendenthe need for the developed	Rights Privacy A lor. This amend ment of the Alte	ct data sharing ment increases the
		09/11/2012 - 09/30/2015	Contract # 13731		
300	EDUCATION – INDIVIDUALS WITH DISABILITIES ACT	ANNE DBA SPECIAL	FEDERAL		PROFESSIONAL SERVICE
ontract cription:	the implementation of the Spec laws and regulations. This ame need for these services.	ial Education alternative di endment increases the maxi	spute resolution systems mum amount from \$549	, in accordance	with federal and state
				фо <b>л</b> 1 то	GOVE GOVE CE
300	EDUCATION – INDIVIDUALS WITH DISABILITIES ACT (IDEA)	INC.			SOLE SOURCE
ontract cription:	Statewide Kindergarten Readin and systems implementation wi	ess Assessment tool/proces ill be included in this evaluation	ss. Child outcomes, teach ation.		
3	ntract ription:  00  ntract ription:  00  ntract ription:  00  ntract ription:	ADMINISTRATION – STATE PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS This is a new contract to provid Department of Motor Vehicles  Term of Contract:  DEPARTMENT OF EDUCATION – ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI  This is a new contract to provid high schools and includes progratia analysis and reporting. The action item.  Term of Contract:  DEPARTMENT OF EDUCATION – ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI  This is the fourth amendment to School Performance Framewor agreement. New data sets were maximum amount from \$1,175 Performance Framework, modit Term of Contract:  DEPARTMENT OF EDUCATION – INDIVIDUALS WITH DISABILITIES ACT (IDEA)  This is the third amendment to the implementation of the Spect laws and regulations. This amended for these services.  Term of Contract:  DEPARTMENT OF EDUCATION – INDIVIDUALS WITH DISABILITIES ACT (IDEA)  This is a new contract for a con Statewide Kindergarten Readin and systems implementation with	ADMINISTRATION – STATE PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS  This is a new contract to provide labor, materials, supplies pepartment of Motor Vehicles in Carson City, Nevada.  Term of Contract:   11/13/2014 – 11/30/2018   DEPARTMENT OF EDUCATION – ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI  This is a new contract to provide the College and Career R high schools and includes program management, test desig data analysis and reporting. This request is contingent u action item.  Term of Contract:   10/14/2014 – 06/30/2015   DEPARTMENT OF EDUCATION – ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI  This is the fourth amendment to the original contract, which school Performance Framework accountability system and agreement. New data sets were added to the Nevada Reportance Framework modifications to the Nevada Green for the contract of the Nevada Contract of the Nevad	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS  This is a new contract to provide labor, materials, supplies and equipment to maint Department of Motor Vehicles in Carson City, Nevada.  This is a new contract to provide labor, materials, supplies and equipment to maint Department of Motor Vehicles in Carson City, Nevada.  This is a new contract to provide labor, materials, supplies and equipment to maint Department of Motor Vehicles in Carson City, Nevada.  This is a new contract to provide the College and Career Readiness Assessment to high schools and includes program management, test design, test administration, led data analysis and reporting. This request is contingent upon Interim Finance C action item.  Term of Contract:  DEPARTMENT OF EDUCATION – ELEMENTARY & SECONDARY EDUCATION – ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI  This is the fourth amendment to the original contract, which provides support for the School Performance Framework accountability system and a Family Educational Framework modifications to the Nevada Report Card built by the vene maximum amount from \$1,175,750 to \$1,760,814, due to the need for the development of the Special Education alternative dispute resolution systems (DEPARTMENT OF EDUCATION – ANNE DBA SPECIAL EDUCATION – ANNE DBA SPECIAL EDUCATION – ANNE DBA SPECIAL EDUCATION – INDIVIDUALS WITH DISABILITIES ACT (IDEA)  This is a new contract for a comprehensive evaluation of the Silver State Kinderga Turnutated in the contract of the search of the	DEPARTMENT OF ADMINISTRATION — STATE PUBLIC WORKS DIVISION — BUILDINGS AND GROUNDS  This is a new contract to provide labor, materials, supplies and equipment to maintain ongoing jam Department of Motor Vehicles in Carson City, Nevada.  Term of Contract:  DEPARTMENT OF EDUCATION — ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI  This is a new contract to provide the College and Career Readiness Assessment to all pupils enroll high schools and includes program management, test design, test administration, logistics, data product at analysis and reporting. This request is contingent upon Interim Finance Committee's application tem.  Term of Contract:  DEPARTMENT OF EDUCATION — EDUCATION TITLES II, V, & VI  This is the fourth amendment to the original contract, which provides support for the implementation agreement. New data sets were added to the Nevada Growth Model and system updates.  Term of Contract:  DEPARTMENT OF EDUCATION — EDUCATION — SCONDARY EDUCATION — This is the fourth amendment to the original contract, which provides support for the implementation agreement. New data sets were added to the Nevada Growth Model and system updates.  Term of Contract:  DEPARTMENT OF EDUCATION — ANNE DBA SPECIAL EDUCATION — This is the third amendment to the original contract, which provides assistance to the Nevada Depate implementation of the Special Education alternative dispute resolution systems, in accordance reputers and a special Education alternative dispute resolution systems, in accordance reputers and a contract and an advised in the series of the services.  Term of Contract:  DEPARTMENT OF EDUCATION — INDIVIDUALS WITH EDUCATION LAW ASSOCIATION (IDEA)  This is the third amendment to the original contract, which provides assistance to the Nevada Depate implementation of the Special Education alternative dispute resolution systems, in accordance reputers and the

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH CARE FINANCING & POLICY – ADMINISTRATION	MYERS & STAUFFER, LC	GENERAL 50% FEDERAL 50%	\$467,284	EXEMPT
0.	Contract Description:	This is the second amendment Organizations (MCOs), Patient scope of work to include Exter Model Grant Application and I maximum amount from \$5,257	Trust Funds and Cost Rep nal Quality Review Protoco Rural Health Clinic Initial C	orts of Nursing Facilities of 4 Validation of Encour Cost Report Verification.	. This amendmenter Data for MC This amendmen	ent adds language to the COs, State Innovation
9.	403	Term of Contract:  DEPARTMENT OF  HEALTH AND HUMAN  SERVICES – HEALTH  CARE FINANCING &  POLICY –  ADMINISTRATION	07/01/2013 – 06/30/2017 PUBLIC CONSULTING GROUP, INC.	Contract # 14275 GENERAL 50% FEDERAL 50%	· ·	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provid Access—based software to a we relate to project cost allocation	b-based software and for o	ongoing support. The grow	wth of the Medi	
10.	403	Term of Contract:  DEPARTMENT OF  HEALTH AND HUMAN  SERVICES – HEALTH  CARE FINANCING &  POLICY – NEVADA  MEDICAID, TITLE XIX	DIVISION FOR AGING SERVICES	Contract # 16025 FEDERAL	\$3,799,380	
10.	Contract Description:	This is a new interlocal agreem technology staff to conduct the enhancements to the Harmony determinations, improving accer	activities for the Balancing case management system is	g Incentive Payments Pro n order to provide timely	gram. The purp	ose is to develop
11.	406	Term of Contract:  DEPARTMENT OF  HEALTH AND HUMAN  SERVICES – PUBLIC  AND BEHAVIORAL  HEALTH – SOUTHERN  NEVADA ADULT  MENTAL HEALTH  SERVICES	ACCURATE BUILDING MAINTENANCE	Contract # 16017 GENERAL	\$169,244	
	Contract Description:	This is a new contract to provide Programs, located at the Souther Term of Contract:				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH – PUBLIC HEALTH PREPAREDNESS PROGRAM	DHHS – OFFICE OF THE DIRECTOR	FEDERAL	\$70,832	EXEMPT
	Contract Description:	This is a new interlocal agreem the Department of Health and I the Inter–Tribal Emergency Re agencies, in order to; more clea and relationships with local and clinics; improve tribal participa related information and situation	Human Services Director's sponse Commission to builtly outline available resourd community organizations tion in preparedness coalit	Office for a Tribal Liaison Id partnerships between Trees, roles and responsible active in disasters; improions; and identify tribal s	on. This position Fribal Nations, l lities; work to in ove information	n will collaborate with ocal organizations and nprove communication sharing with tribal
13.	406	HEALTH AND HUMAN	07/01/2014 – 06/30/2015 PEDIATRIC MEDICAL GENETICS	CONTRACT # 15998 OTHER: MEDICAL CHARGES – METABOLIC FEES 91.8% FEDERAL 8.2%	\$141,200	PROFESSIONAL SERVICE
	Contract	This is a new interlocal agreem Nevada by the Nevada Board o for division staff and Nevada n newborn screening tests concer	f Medical Examiners, to conedical providers to discuss	onduct metabolic clinics a	and function as	an "on-call" consultant
14.	409		07/01/2014 – 06/30/2016 NEVADA DAIRY COMMISSION	Contract # 15993 GENERAL 50% FEDERAL 50%	\$13,586	
		This is the first amendment to t #A–107 in Reno from the Neva \$71,383.68 to increase the subl	da Dairy Commission. The eased space to 3,066 square	is amendment increases	the dollar amou	nt from \$57,797.91 to
15.	409		07/15/2013 – 06/30/2015 NEVADA PEP, INC.	Contract # 14845 GENERAL 40.9% OTHER: RENT INCOME, PATIENT COLLECTIONS 2.5% FEDERAL 56.6%	\$209,976	
	Contract Description:	This is the second amendment to both northern and southern New \$1,569,577.53, due to the open Adolescent Services.  Term of Contract:	vada. This amendment inci	reases the maximum amo	ount from \$1,359	9,601.69 to

				ELINDING		EXCEPTIONS FOR		
BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLICITATIONS AND/OR EMPLOYEES		
		ADJUTANT GENERAL	AUTOMATED	FEDERAL	\$53,643			
	431	AND NATIONAL	TEMPERATURE					
16.		GUARD – MILITARY This is a new contract to provide	CONTROLS  le installation of Delta Con	trols components at the	Stead Training (	enter harracks rooms		
10.	Contract Description:	These components will allow p reduce energy consumption.						
			Upon Approval – 01/15/2015	Contract # 16050				
			NATIONAL GUARD BUREAU	GENERAL 17.5%	\$90,000,000			
		AND NATIONAL GUARD – MILITARY	BUREAU	FEDERAL 82.5%				
17.	Contract	This is a new Master Cooperati National Guard Bureau (NGB) funds or in–kind Assistance for	. This MCA establishes the	e terms and conditions ap	plicable to the o	contribution of NGB		
		Term of Contract:	10/01/2014 - 09/30/2019	Contract # 16059	·			
			SOFTWARE AG USA,	GENERAL	\$396,650			
	$\sim$	PUBLIC SAFETY – CRIMINAL HISTORY	INC.					
		REPOSITORY						
18.	Contract	This is a new contract to provide for installation, configuration, and training for webMethods software on existing hardware already purchased for the Nevada Criminal Justice Information System (NCJIS) Modernization project. This is the "Implement Integration Services" phase, utilizing one–shot funding for NCJIS Modernization approved during the 2013 Legislative Session.						
		Term of Contract:	Upon Approval – 06/30/2015	Contract # 15470				
			FENNEMORE CRAIG PC DBA		\$260,000	PROFESSIONAL SERVICE		
	690		PC DBA FENNEMORE CRAIG	AND POWER ADMINISTRATIVE		SERVICE		
			JONES VARGAS	CHARGES				
19.	Contract Description:	This is the third amendment to Navajo Nation v. United States federal banking regulations (what the termination date from June due to anticipated continuation	litigation that challenges chich permits Nevada to ban 10, 2015 to June 30, 2016,	urrent Colorado River op k its water in Arizona an and increases the maxim	perations, includ d California).  T num amount fron	ling the guidelines and This amendment extends in \$259,000 to \$519,000,		
		Term of Contract:	06/11/2013 - 06/30/2016	Contract # 14264	·			
		DEPARTMENT OF	SEFTON, DONALD H	FEE:	\$196,952			
			DBA SYSTEMS CONSULTANTS					
20.	Contract Description:	This is the second amendment existing Application Hunt System administering and conducting to \$2,743,891.78, due to the ind 200,000, and the inclusion of lithe contractor as an agent for the	to the original contract, when for receiving and proce the game tag drawing. This crease in the number of apposense agent commissions of	amendment increases the dications in the second your the payment schedule	ons and their ass e maximum amo ear of the contra	ociated fees, as well as ount from \$2,546,939.30 oct from 185,034 to		
		Term of Contract:	10/01/2013 - 09/30/2015	Contract # 14682				
			NATIONAL PARK	OTHER: CLARK	\$400,000	EXEMPT		
	, 02	WILDLIFE – LAW ENFORCEMENT	SERVICE	COUNTY TRANSFER				
21.	Contract	This is a new interlocal agreem Service Lake Mead National Roassistance, educational campaig	ecreation Area. The funding	g is used to provide resor				
		Term of Contract:	Upon Approval – 06/30/2020	Contract # 16030				

				Embara			
BOE#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
		DEPARTMENT OF	NATIVE RANGE,	OTHER:	\$270,000		
		WILDLIFE – GAME	INC.	HERITAGE			
	702	MANAGEMENT		PROGRAM;			
	702			WILDLIFE TRUST			
				FUND 60%			
22.				FEDERAL 40%	. 1 .111.6	1	
22.		This is the second amendment release. This work is vital to se					
		program; the big game herd res					
	D	corridors. This amendment inci					
	_	scope of work to add a new cos	t schedule that includes the	e cost for aerial capture o	f mountain goat	s and helicopter big	
		game surveys.					
		Term of Contract: DEPARTMENT OF	10/09/2012 – 03/31/2016 NEVADA	Contract # 13797 FEE: SPORTSMAN	\$400,000		
		WILDLIFE – GAME	DEPARTMENT OF	REVENUE	\$400,000		
	102	MANAGEMENT	AGRICULTURE	REVERTOE			
23.				h - 4 4	Name de Damanto		
25.	<b>a</b>	This is a new interlocal agreem carry out wildlife projects appr					
	Contract Description:	which conducts a variety of pre	dation management projec	ts that provide protection	of non–predate	ory species.	
	•	Term of Contract:	Upon Approval – 06/30/2015	Contract # 16031	•		
		DEPARTMENT OF	BUDGET DRILLING,		\$74,700		
		CONSERVATION &	INC.	SURCHARGE	, , , , , , , , , , , , , , , , , , , ,		
		NATURAL RESOURCES					
		PARKS –					
		MAINTENANCE OF					
24.		STATE PARKS–Non–					
		Exec	.1	1 : 6 .1	11 :	1 1 4 11 41	
		This is a new maintenance contract to provide maintenance and service for the water wells in state parks located in the southern region of the state. These parks include: Valley of Fire, Spring Mountain Ranch, Spring Valley, Echo Canyon,					
		Kershaw Ryan, and Beaver Da					
		Term of Contract:	Upon Approval – 08/01/2017	Contract # 15980			
		DEPARTMENT OF	WHEELER'S	FEE: UTILITY	\$74,700		
		CONSERVATION &	ELECTRIC, INC.	SURCHARGE			
		NATURAL RESOURCES					
		PARKS –					
25.		MAINTENANCE OF					
		STATE PARKS–Non–					
		Exec This a new contract to provide	olootriaal system sarviae r	poir and maintananas to	stata parks in th	a southern region of the	
	Contract	state.	electrical system service, it	epan and mannenance to	state parks in ti	ie southern region of the	
	Description:	Term of Contract:	Upon Approval – 08/01/2017	Contract # 16016			
		DEPARTMENT OF	NEVADA WATER	FEE: PAID BY	\$160,000		
		CONSERVATION &	ENVIRONMENT	WASTEWATER	<b>\$100,000</b>		
		NATURAL RESOURCES	ASSOCIATION	OPERATORS AND			
	709	ENVIRONMENTAL		PERMITTING			
26.		PROTECTION – WATER		APPLICANTS.			
		POLLUTION CONTROL					
	Contract	This is a new contract to provid	le a qualified vendor to adr	ninister the certification	of wastewater tr	eatment system	
	Contract Description:	operators throughout the state.					
		Term of Contract:	11/01/2014 - 10/31/2018	Contract # 16027			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	810	DEPARTMENT OF MOTOR VEHICLES – LICENSE PLATE FACTORY	IRWIN HODSON GROUP LLC	FEE: LICENSE PLATE FEES	\$9,484,977	
	Contract Description:	This is a new contract to provio finished license plates.	le application equipment, d	lesign equipment and sup	port services as	necessary to produce
		Term of Contract:	10/14/2014 - 04/30/2025	Contract # 16035		
28.	810	DEPARTMENT OF MOTOR VEHICLES – VERIFICATION OF INSURANCE	DATAMATX, INC.	HIGHWAY 19% FEE: NEVADA LIVE FEES 81%	\$6,243,896	
		This is a new contract to provide		t class mail and certified	letters, utilizing	electronic means to
	Contract Description:	track and mail letters for the de	partment.	1		
	•	Term of Contract:	10/01/2014 - 09/30/2018	Contract # 16037		
29.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – REHABILITATION – VOCATIONAL REHABILITATION	BOARD OF REGENTS-TMCC	FEDERAL	\$902,372	
	Contract Description:	This is a new interlocal agreem Meadows Community College employment through the newly vocational rehabilitation servic approval of a pending action  Term of Contract:	with the academic preparate established CareerConnectes through the program. T	tion and job skills necess t program. Staff and reso	ary to successfu ources will be co	lly obtain and maintain ombined to provide
30.		DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – REHABILITATION – VOCATIONAL REHABILITATION	BOARD OF REGENTS–WNC	FEDERAL	\$330,976	
	Contract Description:	This is a new interlocal agreem College with the academic preparture newly established Career Conservices through the program. action item.	paration and job skills necesonnect program. Staff and	ssary to successfully obta resources will be combin	in and maintain ed to provide vo	employment through ocational rehabilitation
		Term of Contract:	12/01/2014 - 06/30/2017	Contract # 16020		
31.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB DETR – EMPLOYMENT	ACCURATE BUILDING MAINTENANCE	OTHER: ALL DETR BUDGET ACCOUNTS	\$480,000	
31.	702	SECURITY DIVISION				
31.	Contract Description:		rides ongoing janitorial ser	vices, including a day por	rter, at 2800 E. S	St. Louis Avenue, Las

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	960		PUBLIC CONSULTING GROUP, INC.	FEDERAL	\$500,000	
	Contract Description:	This is the fourth amendment to services of the department's inf amendment increases the maxin Term of Contract:	ormation technology soluti mum amount from \$1,518,8	on, known as the Busine	ss Operations So	olution (BOS). This

#### 8. 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 August 19, 2014 through September 22, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
	030	ATTORNEY GENERAL'S OFFICE	SMITH, ALLISON M	OTHER: FEDERAL FUNDS 14– JAG–18	\$15,000	
1.	Contract Description:	This is the sixth amendment to the Coordinator. The coordinator refacilitates public awareness and contract amount from \$189,648	esponds to the needs of dru schedules community mee	g-endangered children, etings throughout the St	forms regional multi-d	lisciplinary teams,
		Term of Contract:	11/01/2011 – 12/31/2014	Contract # 12731		
	040	SECRETARY OF STATE'S OFFICE	ADVANCED DATA SYSTEMS	FEDERAL	\$30,000	
2.	Contract Description:	This is a new contract for the de Elections, which will provide pr Esmeralda, Eureka, Humboldt,	recinct voting information	and services for 13 Nev	ada Counties, including	
		Term of Contract:	08/25/2014 - 06/30/2015	Contract # 16012		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
3.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	HERSHENOW & KLIPPENSTEIN	OTHER: AGENCY FUNDED CIP – MILITARY FEDERAL FUNDS	\$32,350	
	Contract Description:	This is a new contract to provid Training Center; Project No. 14	–A013–23, Contract No. 1	07924.	insulate shop walls at	the Floyd Edsall
4.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	08/27/2014 - 06/30/2018 GLASSCOCK, BILL J DBA ECONOMY WINDOW CLEANERS	Contract # 16026 FEES: BUILDING RENT INCOME FEES	\$45,000	
	Contract Description:	This is a new contract that conti and Reno areas, on an as-neede Term of Contract:				
5.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	RENO TAHOE FRANCHISING, INC. DBA JANI KING OF RENO	FEES: BUILDING RENT INCOME FEES	\$25,000	
σ.	Contract Description:	This is the first amendment to the 901 S. Stewart Street, Carson C additional work on the floors in	ity, Nevada. This amendment the building.	ent increases the maxim		
	082	Term of Contract:  DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	02/01/2014 - 01/31/2018  RENO TAHOE  FRANCHISING,  INC. DBA JANI  KING OF RENO	Contract # 15957 FEES: BUILDING RENT INCOME FEES	\$25,000	
6.	Contract Description:	This is the first amendment to t 209 East Musser Street, Carson amount from \$78,080 to \$103,0	he original contract, which City, Nevada. This ameno 080 for necessary flooring a	continues ongoing jani dment adds \$25,000 in eand grout repair.		
7.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	02/01/2014 – 01/31/2018 HERSHENOW & KLIPPENSTEIN	OTHER FUNDING: REALLOCATED BONDS TRANSFERRED FROM TREASURER	\$19,135	
	Contract Description:	This is the first amendment to t Maintenance Shop (Washoe Co maximum amount from \$736,7 changes in the building and site	ounty Armory), Project No. 00 to \$755,835 to provide	provides professional a . 13–P04, Contract No. 3 for the revisions to the p	88242. This amendmen project's schematic desi	t increases the gn document, due to
		Term of Contract:	12/03/2013 – 06/30/2017	Contract # 15121	, and a second	

BEPARTMENT OF ADMINISTRATION — CONCRETE & CO	#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
Post Contract Description:  Term of Contract:    180		082	ADMINISTRATION – STATE PUBLIC WORKS DIVISION	CONCRETE, LLC DBA SUMMERSCAPE	BUILDING RENT INCOME FEES		
9.    DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES   This is a new contract to provide services for installation of 96 each OPZV-2000-2V 2040 amp-hour batteries for the Spruce Mountain solar powered microwave communications site near Wells, Nevada, which includes installation of new batteries, installation of spill containment and removal/disposal of old batteries.    Terms of Contract   DEPARTMENT OF   BRENNER, ALLAN   ADMINISTRATION - DBA ALLAN   ADMINISTRATION - DBA ALLAN   ENTERPRISES   LIBRARY AND   ARCHIVES   This is the first amendment to the original contract, which continues ongoing maintenance for Kodak model #4800 Archive Writer. This amendment extends the termination date from September 30, 2014 to September 30, 2016 and increases the maximum amount from \$57,760 to \$20,996, due to the addition of two additional years of maintenance.    Terms of Contract   1009/2013 - 09/302016   Contract # 15013   Contract # 1	8.		requested by Buildings and Gre Early Intervention Services Re	ounds. Contracted locations	include: Department of	f Motor Vehicles Reno,	Fleet Services Reno,
9.  180 ADMINISTRATION – ENTERPRISE IT SERVICES This is a new contract to provide services for installation of 96 each OPzV–2000–2V 2040 amp-hour batteries for the Spruce Mountain solar powered microwave communications site near Wells, Nevada, which includes installation of new batteries. Installation of spill containment and removal/disposal of old batteries.  Term of Contract DEPARTMENT OF BRENNER, ALLAN ADDISABILITY ARCHIVES This is the first amendment to the original contract, which continues ongoing maintenance for Kodak model #4800 Archive Writer. This amendment to the original contract, which continues ongoing maintenance for Kodak model #4800 Archive Writer. This amendment to the original contract, which continues ongoing maintenance for Kodak model #4800 Archive Writer. This amendment extends the termination date from September 30, 2014 to September 30, 2016 and increases the maximum amount from \$7,760 to \$20,996, due to the addition of two additional years of maintenance.  Term of Contract DEPARTMENT OF CAPTIONS GENERAL 25% \$12,000 FEDERAL 25% \$12,000 FEDERAL 25% SERVICES – AGING NEVADA, INC. OTHER: PUC AND DETR 50% AND DISABILITY SERVICES DIVISION  Term of Contract: 09152014 - 09152018 Contract # 16011  DEPARTMENT OF ESMERALDA, OTHER \$20,000 HEALTH AND HUMAN SERVICES – AGING GNUDFIELD AND DETR 50% SERVICES DIVISION OF COMMISSION  Term of Contract: 09152014 - 09152018 Contract # 16011  DEPARTMENT OF ESMERALDA, OTHER \$20,000 HEALTH AND HUMAN COUNTY OF REVENUE FROM COUNTY Trim is a new revenue contract that is ongoing and provides service to children with developmental disabilities and to the County to centract to children with developmental disabilities and to the County to centract the Division of Aging and Disability Services Division for the non-federal share of funding as payment for services.			Term of Contract:	09/10/2014 - 08/31/2018	Contract # 16048		
This is a new contract to provide services for installation of 96 each OPZV—2004 amp-hour batteries for the Spruce Modulatin solar powered microwave communication site near Wells, Newada, which includes installation of new batteries, installation of spill containment and removal/disposal of old batteries.  Term of Contract  DEPARTMENT OF ADMINISTRATION – DBA ALLAN DBA ALLAN NEVADA STATE LIBRARY AND ARCHIVES  This is the first amendment to the original contract, which continues ongoing maintenance for Kodak model #4800 Archive Writer. This amendment extends the termination date from September 30, 2014 to September 30, 2016 and increases the maximum amount from \$7,760 to \$20,996, due to the addition of two additional years of maintenance.  Term of Contract  DEPARTMENT OF CAPTIONS GENERAL 25% \$12,000  HEALTH AND HUMAN UNLIMITED OF FEDERAL 25% SERVICES AGING NEVADA, INC. OTHER: PUC AND DISABILITY SERVICES DIVISION  This is a new contract to provide Communication Access Real—time Translation/Transliteration services for public meetings supported by the Aging and Disability Services Division.  Term of Contract  DEPARTMENT OF ESMERALDA, OTHER \$20,000  HEALTH AND HUMAN COUNTY OF REVENUE  SERVICES AGING GOLDFIELD FROM COUNTY  AND DISABILITY UTILITY BOARD  SERVICES DIVISION OF COMMISSION  This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and to the County to reimburse the Division of Aging and Disability Services Division for the non-federal share of funding as payment for services.	0	180	ADMINISTRATION – ENTERPRISE IT			\$46,530	
DEPARTMENT OF ADMINISTRATION - DBA ALLAN DBA ALLAN   DBA ALLAN	<i>)</i> .		This is a new contract to provide services for installation of 96 each OPzV–2000–2V 2040 amp-hour batteries for the Spruce Mountain solar powered microwave communications site near Wells, Nevada, which includes installation of new batteries,				
DEPARTMENT OF ADMINISTRATION - DBA ALLAN DBA ALLAN   DBA ALLAN			Term of Contract:	08/28/2014 02/28/2015	Contract # 16008		
This is the first amendment to the original contract, which continues ongoing maintenance for Kodak model #4800 Archive Writer. This amendment extends the termination date from September 30, 2014 to September 30, 2016 and increases the maximum amount from \$7,760 to \$20,996, due to the addition of two additional years of maintenance.  Term of Contract:    DEPARTMENT OF	10.	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND	BRENNER, ALLAN DBA ALLAN		\$13,236	
11. DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION  This is a new contract to provide Communication Access Real—time Translation/Transliteration services for public meetings supported by the Aging and Disability Services Division.  Term of Contract: 09/15/2014 – 09/15/2018 Contract # 16011  DEPARTMENT OF HEALTH AND HUMAN COUNTY OF REVENUE SERVICES – AGING GOLDFIELD FROM COUNTY OF REVENUE SERVICES – AGING GOLDFIELD FROM COUNTY OF SERVICES DIVISION OF COMMISSION  12. Contract Description: This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and to the County to reimburse the Division of Aging and Disability Services Division for the non–federal share of funding as payment for services.			This is the first amendment to the original contract, which continues ongoing maintenance for Kodak model #4800 Archive Writer. This amendment extends the termination date from September 30, 2014 to September 30, 2016 and increases the				
11.  HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION  This is a new contract to provide Communication Access Real—time Translation/Transliteration services for public meetings supported by the Aging and Disability Services Division.  Term of Contract: 09/15/2018 Contract # 16011  DEPARTMENT OF ESMERALDA, OTHER \$20,000 HEALTH AND HUMAN COUNTY OF REVENUE SERVICES – AGING AND DISABILITY UTILITY BOARD SERVICES DIVISION OF COMMISSION  12.  This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and to the County to reimburse the Division of Aging and Disability Services Division for the non–federal share of funding as payment for services.			Term of Contract:	10/07/2013 - 09/30/2016	Contract # 15013		
Supported by the Aging and Disability Services Division.   Term of Contract:   09/15/2014 - 09/15/2018   Contract # 16011	11.	402	HEALTH AND HUMAN SERVICES – AGING AND DISABILITY	UNLIMITED OF	FEDERAL 25% OTHER: PUC	\$12,000	
Term of Contract: 09/15/2014 - 09/15/2018 Contract # 16011  DEPARTMENT OF ESMERALDA, OTHER \$20,000  HEALTH AND HUMAN COUNTY OF REVENUE SERVICES - AGING GOLDFIELD FROM COUNTY AND DISABILITY UTILTY BOARD OF COMMISSION  This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and to the County to reimburse the Division of Aging and Disability Services Division for the non-federal share of funding as payment for services.					Real–time Translation/I	Transliteration services	for public meetings
DEPARTMENT OF HEALTH AND HUMAN COUNTY OF REVENUE SERVICES – AGING GOLDFIELD FROM COUNTY  AND DISABILITY UTILTY BOARD OF COMMISSION  This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and to the County to reimburse the Division of Aging and Disability Services Division for the non–federal share of funding as payment for services.			Term of Contract:	09/15/2014 - 09/15/2018	Contract # 16011		
Contract Description:  This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and to the County to reimburse the Division of Aging and Disability Services Division for the non–federal share of funding as payment for services.	12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY	ESMERALDA, COUNTY OF GOLDFIELD UTILTY BOARD	OTHER REVENUE	\$20,000	
			This is a new revenue contract to reimburse the Division of A	that is ongoing and provide			
			Term of Contract:	08/12/2014 - 06/30/2015	Contract # 16028		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES		
13.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH DIVISION	PERSHING, COUNTY OF PERSHING COUNTY LEPC	OTHER: REVENUE	\$35,834			
13.	Contract Description:	This is a new revenue contract Senate Bill 471 of the 2011 leg (Administration of Public Heal Nevada Revised Statutes.	islative session, for service	s provided by the Healt	h Division pursuant to	chapters 439		
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 16056				
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH DIVISION	RFI ENTERPRISES INC DBA RFI COMMUNICATION & SECURITY	GENERAL	\$44,971			
11.	Contract Description:	This is a new contract to provide contracted services include sof doors every six months to clean	tware upgrades for all secur	rity doors (if available),	as well a maintenance	tour of all building		
		Term of Contract:	007/21/2014 - 06/30/2017	Contract # 16006				
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH DIVISION	H20 ENVIRONMENTAL, INC.	GENERAL	\$20,000			
	Contract Description:							
	•	Term of Contract:	08/01/2014 - 06/30/2016	Contract # 15834				
	431	ADJUTANT GENERAL & NATIONAL GUARD	HERSHENOW & KLIPPENSTEIN	FEDERAL	\$40,100			
16.	Contract Description:	This is a new contract to develop the Nevada Army National architectural sections, tailoring	Guard. The intent is to mod	el after the State Public	Works Board design g			
		Term of Contract:	09/09/2014 - 08/01/2016	Contract # 16051				
	431	ADJUTANT GENERAL & NATIONAL GUARD	SYSTEMS PLUS, INC.	FEDERAL	\$13,000			
17.	Contract Description:	This is a new contract to provide in the Real Property Planning a property data, force structure depart of the Army's legacy plant County Armories.	and Analysis System (RPLA ata, planning criteria, and a	ANS). RPLANS is an a llowances from standar	utomated master planni d Army corporate datab	ing tool that gathers real bases. It is an integral		
		Term of Contract:	09/09/2014 - 12/30/2014	Contract # 16045				
	550	DEPARTMENT OF AGRICULTURE	M3 PLANNING DBA ONSTRATEGY	FEDERAL	\$33,630			
18.	Contract Description:	This is a new contract to provious state-mandated survey of its state for commodity food distribution	akeholders and to perform a					
		Term of Contract:	09/18/2014 - 06/30/2015	Contract # 15877				

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
19.	580	PUBLIC UTILITIES COMMISSION	BT CONFERENCING VIDEO, INC.	FEES: REGULATORY FEES	\$48,354		
	Contract	This is a new contract to provide on–site installation of an audio system in Carson City, NV.					
	Description:	Term of Contract:	09/08/2014 - 08/31/2015	Contract # 16052			
20.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – PARKS DIVISION	LAS VEGAS PLUMBING, INC.	FEES: UTILITY SURCHARGE	\$30,000		
	Contract	This a new contract to provide	service and repair of plumb	ing-related utilities in	southern region parks, on	an as-needed basis.	
	Description:	Term of Contract:	08/27/2014 - 08/01/2017	Contract # 16022			
21.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE LANDS	FIRST AMERICAN TITLE INSURANCE COMPANY	OTHER: STATE LANDS REVOLVING ACCOUNT	\$39,996		
	Contract Description:	This is a new contract to provide title and escrow services to support various divisions of State Lands programs related to disposal and acquisition of State parcels and other land management activities in Clark County.					
	*	Term of Contract:	09/05/2014 - 06/30/2018	Contract # 16047			
	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	GREATER LAS VEGAS ASSOCIATION OF REALTORS, INC.	OTHER: B&I EDUCATION AND RESEARCH FUND	\$11,780		
22.	Contract Description:	This is the first amendment to the original contract, which provides continuing education credits required by licensees to renew their licenses. The course, developed by the division to cover new laws and other mandatory topics, and approved by the Real Estate Commission, is currently being offered by the contractor. The purpose of the contract remains unchanged. This amendment increases the maximum amount from \$5,400 to \$17,180 because licensee registrations to the course exceeded expectations and the original contract amount of \$2,700 per fiscal year was insufficient.  Term of Contract:  06/27/2013 – 06/30/2015  Contract # 14618					
	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	STEVEN KITNICK	FEDERAL	\$5,780		
23.	Contract Description:	This is the first amendment to the original contract, which provides continuing education credits required by licensees to their licenses. The course, developed by the division to cover new laws and other mandatory topics, and approved by the Estate Commission, is currently being offered by the contractor. The purpose of the contract remains unchanged. This					
24	810	Term of Contract:  DEPARTMENT OF  MOTOR VEHICLES	07/01/2013 - 06/30/2015 BENNET, JOY DBA CUSTOM CLEAN	Contract # 14620 HIGHWAY	\$30,160		
24.	Contract Description:	This is a new contract to provide Term of Contract:	de needed janitorial services 08/26/2014 – 07/30/2018	contract # 16009			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION DIVISION	CHIEF SEPTIC AND SEWER, LLC	OTHER: BUSINESS ENTERPRISES SET ASIDE	\$10,000	
	Contract Description:	This is a new contract that con deodorizing and unclogging gr Nevada.				
		Term of Contract:	08/29/2014 - 06/30/2016	Contract # 15898		
	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	MYTHIC, INC.	FEDERAL	\$29,403	
26.	Contract Description:	This is a new contract to provious servers in Carson City and Las of the Oracle Exadata hardward Assist with completion of Exadshared storage, logins & network including Automated Storage I Create ASM disk group for Orengagement report.	Vegas. Mythics will provi e installation at DETR's Ca data configuration template. ork IP addresses. 6) Create a Management (ASM) and Cl	de the following service rson City and Las Vega 4) Configuration of E cell, cell disks and gric uster Ready Services (C	es under this contract: 1) as sites. 2) Review config xadata software and hard d disks. 7) Install the Ora CRS). 8) Install required	Project management guration process. 3) dware. 5) Configure acle database software database patches. 9)
		Term of Contract:	08/20/2014 - 12/31/2014	Contract # 15990		
27.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	CLARK COUNTY SCHOOL DISTRICT	OTHER: CAREER ENHANCEMENT PROGRAM	\$25,600	
	Contract Description:	This is a new interlocal agreen Information Technology Secto workforce development initiati	r Council – Microsoft IT Ad	cademy Pilot Project fo	r Clark County School I	
		Term of Contract:	08/01/2014 - 06/30/2015	Contract # 16002		

#### 9. INFORMATION ITEM

### A. Department of Employment, Training and Rehabilitation – Rehabilitation Division

The Rehabilitation Division has provided the Board of Examiners' with an annual report on Provider Agreements that summarizes the amount expended for state fiscal year 2014.

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

#### \*11. FOR POSSIBLE ACTION – 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 <a href="mailto:bcarson@dps.state.nv.us">bcarson@dps.state.nv.us</a>

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 <a href="mailto:budget@admin.nv.gov">budget@admin.nv.gov</a>. 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**

October 14, 2014

1.	PURI	IC	COM	MENTS
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## \*2. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 12, 2014 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Seconded By: Vote:

**Comments:** 

### \*3. FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 9, 2014 BOARD OF EXAMINERS' MEETING MINUTES

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

Motion By: Seconded By: Vote:

**Comments:** 

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

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Fleet Services	1	\$16,500
Office of the Military	1	\$62,623
Total	2	\$79,123

Clerk's Recommendation: I recommend approval.

Motion By: Seconded By: Vote:

**Comments:** 

#### \*5. 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 – \$83,500

The department requests settlement approval in the amount of \$83,500 to resolve an eminent domain action to acquire a permanent highway easement over unimproved real property owned by the City of Los Angeles and located in Henderson. NDOT is acquiring the easement for the purpose of constructing the Boulder City Bypass Project. NDOT previously deposited \$260,000 with the Court for the appraised value of the property in order to obtain occupancy. NDOT now requests an additional \$83,500 to resolve the action. Approval of the additional amount of \$83,500 would bring the total to \$343,500.

\$83,500 would bring	the total to \$343,500.	are additional amount of
Clerk's Recommend	ation: I recommend approval.	
<b>Motion By:</b>	Seconded By:	Vote:
<b>Comments:</b>		
B. Depar	tment of Transportation (NDOT) – Administra	tion – \$716,600
domain action to acque corner of Martin Luth for the purpose of cor Court for the appraise	ests settlement approval in the amount of \$716,60 aire unimproved real property owned by Carrie L. oner King Boulevard and Alta Drive in Las Vegas. Instructing Project NEON. NDOT previously depend value of the property in order to obtain occupant to to resolve the action. Approval of the addition \$1,600,000.	Jenkins and located at the The Subject Property is posited \$883,400 with the acy. NDOT now requests
Clerk's Recommend	ation: I recommend approval.	
Motion By:	Seconded By:	Vote:
<b>Comments:</b>		
C. Depar	tment of Transportation (NDOT) – Administra	tion – \$1,647,913.50
Travelers Casualty a resolves separate litig	ests approval of a settlement and release agreement Surety Company of America (Travelers). Togation on contracts 3377 and 3407 and a payment parate payment and performance bonds on all three	This proposed settlement t claim on contract 3392.
The proposed settlen NDOT's counterclaim	ment provides for \$1,647,913.50 to be paid to a on contract 3377.	NDOT by Travelers for
Clerk's Recommend	ation: I recommend approval.	
<b>Motion By:</b>	Seconded By:	Vote:
<b>Comments:</b>		

#### D. Department of Transportation (NDOT) – Administration – \$150,783.91

The department requests approval of a settlement and release agreement between NDOT and Travelers Casualty and Surety Company of America (Travelers). This proposed settlement resolves separate litigation on contracts 3377 and 3407 and a payment claim on contract 3392. Travelers provided separate payment and performance bonds on all three contracts.

The proposed settlement provides payment of \$150,783.91 to Travelers by NDOT for Travelers' claims on contracts 3377 and 3407, and to release payment of \$467,775.80 to Travelers currently owed by NDOT on contracts 3377, 3392 and 3407.

Clerk's Reco	ommendation: I recommend approval.	
Motion By:	Seconded By:	Vote:
Comments:		
Е.	College Savings Plans of Nevada (CSP), acting by Administrator, the State Treasurer of Nevada – \$850,000	y and through its
litigation bet	pard requests settlement approval in the amount of \$850,000 ween the CSP in a civil action brought by Treasury Solution ween the CSP and Treasury Solutions. This action was based utions that it did not receive funds allegedly due and owing reement.	s, LLC for breach of upon the assertion by
Clerk's Reco	ommendation: I recommend approval.	
<b>Motion By:</b>	Seconded By:	Vote:
<b>Comments:</b>		
FOR POSS	SIBLE ACTION – LEASES	
Nine statewic	de leases were submitted to the Board for review and approval.	
Clerk's Reco	ommendation: I recommend approval.  Seconded By:	Vote:
<b>Comments:</b>		
FOR POSS	SIBLE ACTION – CONTRACTS	
Thirty two in	dependent contracts were submitted to the Board for review and	d approval.
Clerk's Reco	ommendation: I recommend approval.	
<b>Motion By:</b>	Seconded By:	Vote:
<b>Comments:</b>		

**\*6.** 

\*7.

#### 8. 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 August 19, 2014 through September 22, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES		
	030	ATTORNEY GENERAL'S OFFICE	SMITH, ALLISON M	OTHER: FEDERAL FUNDS 14– JAG–18	\$15,000			
1.	Contract Description:	This is the sixth amendment to the Coordinator. The coordinator facilitates public awareness and contract amount from \$189,648	responds to the needs of	drug-endangered child eetings throughout the	dren, forms regional n	nulti-disciplinary teams,		
		Term of Contract:	11/01/2011 - 12/31/2014	Contract # 12731				
	040	SECRETARY OF STATE'S OFFICE	ADVANCED DATA SYSTEMS	FEDERAL	\$30,000			
2.	Contract Description:	This is a new contract for the Elections, which will provide Esmeralda, Eureka, Humboldt,	precinct voting information	on and services for 13	Nevada Counties, inc			
		Term of Contract:	08/25/2014 - 06/30/2015	Contract # 16012				
	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS	HERSHENOW & KLIPPENSTEIN	OTHER: AGENCY FUNDED CIP –	\$32,350			
3.		DIVISION		MILITARY FEDERAL FUNDS				
		This is a new contract to provide professional architectural/engineering services to insulate shop walls at the Floyd E						
	Contract	Training Center; Project No. 14	-A013-23, Contract No. 1	07924.				
	Description:	Term of Contract:	08/27/2014 - 06/30/2018	Contract # 16026				
		DEPARTMENT OF	GLASSCOCK,	FEES:	\$45,000			
		ADMINISTRATION –	BILL J DBA	BUILDING	,			
	082	STATE PUBLIC WORKS	ECONOMY	RENT INCOME				
4		DIVISION	WINDOW	FEES				
4.			CLEANERS					
	Contract Description:	This is a new contract that cont and Reno areas, on an as-neede	tinues ongoing window and	d carpet cleaning service nd approval of a Buildi	ces at various state buil ngs and Grounds desig	dings in the Carson City nee.		
		Term of Contract:	09/14/2014 - 09/13/2018	Contract # 15953				
		DEPARTMENT OF	RENO TAHOE	FEES:	\$25,000			
	082	ADMINISTRATION –	FRANCHISING,	BUILDING				
	002	STATE PUBLIC WORKS	INC. DBA JANI	RENT INCOME				
5.		DIVISION	KING OF RENO	FEES				
<i>J</i> .	Contract Description:	This is the first amendment to the solution of	City, Nevada. This amend					
	<b></b>	Term of Contract:	02/01/2014 – 01/31/2018	Contract # 15957				

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
6.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	RENO TAHOE FRANCHISING, INC. DBA JANI KING OF RENO	FEES: BUILDING RENT INCOME FEES	\$25,000		
0.	Contract Description:	This is the first amendment to at 209 East Musser Street, Car amount from \$78,080 to \$103,000 to \$103,000 to \$100,000 to \$100,	son City, Nevada. This am	nendment adds \$25,000			
7.	082	Term of Contract:  DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	02/01/2014 – 01/31/2018 HERSHENOW & KLIPPENSTEIN	Contract # 15197  OTHER  FUNDING:  REALLOCATED  BONDS  TRANSFERRED  FROM  TREASURER	\$19,135		
	Contract Description:	This is the first amendment to Maintenance Shop (Washoe maximum amount from \$736,' changes in the building and site Term of Contract:	County Armory), Project 700 to \$755,835 to provide	h provides professional No. 13–P04, Contrace for the revisions to the	et No. 88242. This are project's schematic of	mendment increases the design document, due to	
	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	SUPERCURB & CONCRETE, LLC DBA SUMMERSCAPE	FEES: BUILDING RENT INCOME FEES	\$45,000		
8.	Contract Description:	This is a new contract to pro- requested by Buildings and Gr	This is a new contract to provide services for snow removal, labor and material at various locations in Northern Nevada as requested by Buildings and Grounds. Contracted locations include: Department of Motor Vehicles Reno, Fleet Services Reno, Early Intervention Services Reno, Nevada Highway Patrol Reno, Purchasing Warehouse Reno and various buildings in Northern Nevada.				
		Term of Contract:	09/10/2014 - 08/31/2018	Contract # 16048			
9.	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES	ENERSYS DELAWARE, INC.	FEES: USER FEES	\$46,530		
<i>)</i> .	Contract Description:	This is a new contract to prov Mountain solar powered micr installation of spill containmen	owave communications si t and removal/disposal of c	te near Wells, Nevada			
10.	332	Term of Contract:  DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	08/28/2014 – 02/28/2015 BRENNER, ALLAN DBA ALLAN ENTERPRISES	Contract # 16008 GENERAL	\$13,236		
20.	Contract Description:	This is the first amendment to Writer. This amendment externation maximum amount from \$7,760	ends the termination date to \$20,996, due to the add	from September 30, 2 ition of two additional y	014 to September 30,		
		Term of Contract:	10/07/2013 - 09/30/2016	Contract # 15013			

#	DEPT#	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
11.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	CAPTIONS UNLIMITED OF NEVADA, INC.	GENERAL 25% FEDERAL 25% OTHER: PUC AND DETR 50%	\$12,000		
	Contract Description:	This is a new contract to pro supported by the Aging and Di	ss Real–time Translation	on/Transliteration servi	ces for public meetings		
	_	Term of Contract:	09/15/2014 - 09/15/2018	Contract # 16011			
	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY	ESMERALDA, COUNTY OF GOLDFIELD UTILTY BOARD	OTHER REVENUE FROM COUNTY	\$20,000		
12.		SERVICES DIVISION	OF COMMISSION			exployees  or public meetings  assabilities and to the County of funding as payment for  the pursuant to chapters 439 and, Poultry and Eggs) of the  are Townsend Hospital. The enance tour of all building tem batteries as required.	
	Contract Description:	SERVICES DIVISION OF COMMISSION  This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and to the Conto reimburse the Division of Aging and Disability Services Division for the non-federal share of funding as payment services.					
		Term of Contract:	08/12/2014 - 06/30/2015	Contract # 16028			
	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH DIVISION	PERSHING, COUNTY OF PERSHING COUNTY LEPC	OTHER: REVENUE	\$35,834		
13.	Contract Description:	This is a new revenue contract Senate Bill 471 of the 2011 (Administration of Public Heat Nevada Revised Statutes.	legislative session, for s	ervices provided by the	he Health Division pu	rsuant to chapters 439	
		Term of Contract:	07/01/2013 - 06/30/2015	Contract # 16056			
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH DIVISION	RFI ENTERPRISES INC DBA RFI COMMUNICATION & SECURITY	GENERAL	\$44,971		
	Contract Description:	This is a new contract to prov contracted services include so doors every six months to clear	ftware upgrades for all sec	curity doors (if available	le), as well a maintena	nce tour of all building	
		Term of Contract:	007/21/2014 - 06/30/2017	Contract # 16006			
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH DIVISION	H20 ENVIRONMENTAL, INC.	GENERAL	\$20,000		
	Contract Description:	This is a new contract to pro Mental Health Services pharms		of hazardous pharmace	eutical waste from the	Northern Nevada Adult	
		Term of Contract:	08/01/2014 - 06/30/2016	Contract # 15834			

#	DEPT#	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
	431	ADJUTANT GENERAL & NATIONAL GUARD	HERSHENOW & KLIPPENSTEIN	FEDERAL	\$40,100		
16.	Contract Description:	This is a new contract to devel by the Nevada Army Nationa architectural sections, tailoring	l Guard. The intent is to m	nodel after the State Pu	ablic Works Board des		
	431	Term of Contract:  ADJUTANT GENERAL & NATIONAL GUARD	09/09/2014 – 08/01/2016 SYSTEMS PLUS, INC.	Contract # 16051 FEDERAL	\$13,000		
17.	Contract Description:	This is a new contract to provide services for computer programming and data collection/processing to update the requirements in the Real Property Planning and Analysis System (RPLANS). RPLANS is an automated master planning tool that gathers real property data, force structure data, planning criteria, and allowances from standard Army corporate databases. It is an integral part of the Army's legacy planning systems, along with the Facilities Planning System. The contracted services are for the Clark County Armories.					
	550	Term of Contract:  DEPARTMENT OF  AGRICULTURE	09/09/2014 – 12/30/2014  M3 PLANNING  DBA  ONSTRATEGY	FEDERAL	\$33,630		
18.	Contract Description:	This is a new contract to provide the Food & Nutrition's Commodity Food Program with unbiased assistance in performing a state-mandated survey of its stakeholders and to perform a cost/benefit analysis of the results, resulting in a 5–year strategic plan for commodity food distribution in the State of Nevada.					
		Term of Contract:	09/18/2014 - 06/30/2015	Contract # 15877	<b>\$40.254</b>		
19.	580	PUBLIC UTILITIES COMMISSION	BT CONFERENCING VIDEO, INC.	FEES: REGULATORY FEES	\$48,354		
17.	Contract Description:	This is a new contract to provide on–site installation of an audio system in Carson City, NV.					
		Term of Contract:	09/08/2014 - 08/31/2015	Contract # 16052	<u> </u>		
20.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – PARKS DIVISION	LAS VEGAS PLUMBING, INC.	FEES: UTILITY SURCHARGE	\$30,000		
	Contract	This a new contract to provide	service and repair of plumb	ing-related utilities in s	southern region parks, o	n an as-needed basis.	
	Description:	Term of Contract:	08/27/2014 - 08/01/2017	Contract # 16022			
21.	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – STATE LANDS	FIRST AMERICAN TITLE INSURANCE COMPANY	OTHER: STATE LANDS REVOLVING ACCOUNT	\$39,996		
	Contract Description:	This is a new contract to pro disposal and acquisition of Sta				nds programs related to	
	-F	Term of Contract:	09/05/2014 - 06/30/2018	Contract # 16047			

	D = D =							
#	DEPT	STATE AGENCY	CONTRACTOR	FUNDING	AMOUNT	EXCEPTIONS FOR SOLICITATIONS		
	#		001/114101011	SOURCE	111/10 01 (1	AND/OR EMPLOYEES		
		DEPARTMENT OF	GREATER LAS	OTHER: B&I	\$11,780			
	748	BUSINESS AND	VEGAS	EDUCATION				
		INDUSTRY – REAL	ASSOCIATION OF	AND				
		ESTATE DIVISION	REALTORS, INC.	RESEARCH				
				FUND				
22.		This is the first amendment to						
		their licenses. The course, de						
	Contract Description:	Estate Commission, is current amendment increases the max						
	Description.	expectations and the original c				to the course exceeded		
		Term of Contract:	06/27/2013 – 06/30/2015	Contract # 14618				
		DEPARTMENT OF	STEVEN KITNICK	FEDERAL	\$5,780			
	7.40	BUSINESS AND			1 - 7			
	748	INDUSTRY – REAL						
		ESTATE DIVISION						
23.		This is the first amendment to						
23.		their licenses. The course, de						
	Contract	Estate Commission, is curren						
	Description:	amendment increases the max expectations and the original c				to the course exceeded		
			07/01/2013 – 06/30/2015		Herent.			
		Term of Contract: DEPARTMENT OF	BENNET, JOY DBA	Contract # 14620 HIGHWAY	\$30,160			
	810	MOTOR VEHICLES	CUSTOM CLEAN	Inditwiti	Ψ30,100			
24.	G 4 4	This is a new contract to provide needed janitorial services at the Ely facility.						
	Contract Description:	Term of Contract: 08/26/2014 – 07/30/2018 Contract # 16009						
	-	DEPARTMENT OF	CHIEF SEPTIC	OTHER:	\$10,000			
		EMPLOYMENT,	AND SEWER, LLC	BUSINESS	Ψ10,000			
		TRAINING AND	111(2 02()211, 220	ENTERPRISES				
	901	REHABILITATION –		SET ASIDE				
25		REHABILITATION						
25.		DIVISION						
		This is a new contract that con-						
	Contract	deodorizing and unclogging	grease traps and grease in	terceptors at Business	Enterprises of Nevada	locations in Southern		
	Description:	Nevada.				evada locations in Southern		
		Term of Contract:	08/29/2014 – 06/30/2016	Contract # 15898	фео. 105			
		DEPARTMENT OF	MYTHIC, INC.	FEDERAL	\$29,403			
		EMPLOYMENT,						
	902	TRAINING AND						
		REHABILITATION –						
		EMPLOYMENT						
		SECURITY DIVISION  This is a new contract to provi	de management and executi	ion of the installation a	nd configuration of the	Oracle Exadata database		
26.		servers in Carson City and Las						
		of the Oracle Exadata hardwa						
		Assist with completion of Exa	adata configuration templat	e. 4) Configuration o	f Exadata software and	hardware. 5) Configure		
	Contract Description:	shared storage, logins & netwo						
	p.iviii	including Automated Storage						
		Create ASM disk group for C engagement report.	Draci Exadata storage serve	er software. 10) Create	e Oracle default databas	e. 11) Provide detailed		
			00/00/0014 10/01/0014	G + +#15000				
1		Term of Contract:	08/20/2014 - 12/31/2014	Contract # 15990				

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	CLARK COUNTY SCHOOL DISTRICT	OTHER: CAREER ENHANCEMENT PROGRAM	\$25,600	
This is a new interlocal agreement to provide for the subsidized funding of the Governors Workforce Information Technology Sector Council – Microsoft IT Academy Pilot Project for Clark County School Dist workforce development initiatives of the industry for economic diversification in Nevada.  Term of Contract: 08/01/2014 – 06/30/2015 Contract # 16002						

**Comments:** 

#### 9. INFORMATION ITEM

A. Department of Employment, Training and Rehabilitation – Rehabilitation Division

The Rehabilitation Division has provided the Board of Examiners' with an annual report on Provider Agreements that summarizes the amount expended for state fiscal year 2014.

**Comments:** 

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**Comments:** 

#### \*11. FOR POSSIBLE ACTION - ADJOURNMENT

Motion By:	Seconded By:	Vote:
Comments:		

# MINUTES MEETING OF THE BOARD OF EXAMINERS

August 12, 2014

The Board of Examiners met on Tuesday, August 12, 2014 in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

#### **Members:**

Governor Brian Sandoval Attorney General Catherine Cortez Masto Julia Teska, Clerk

#### **Others Present:**

Sarah Coffman, LCB

Mandi Davis, LCTS

Mark Costa, Department of Employment, Training and Rehabilitation

Kathleen Wynands, Department of Employment, Training and Rehabilitation

Kevin Hill, Office of Energy

Suzanne Linfante, Office of Energy

Grant Nielson, Department of Employment, Training and Rehabilitation

Karlene Johnson, Department of Employment, Training and Rehabilitation

Sue Martin, Department of Business and Industry, Housing Division

Mindy Martini, Department of Education

Ellen Crecelius, Department of Health and Human Services, Director's Office

Leah Lamborn, Department of Health and Human Services, Health Care, Financing and Policy

Dale Hansen, Department of Agriculture

Dale Conner, Department of Conservation and Natural Resources, State Parks

Eric Johnson, Department of Conservation and Natural Resources, State Parks

Jennifer Wilson, Department of Conservation and Natural Resources, State Parks

Brian Irvine, Gordon Silver

Keith Wells, Department of Administration, Fleet Services

Mark Mathers, Treasurer's Office

Sandi Bailey, Department of Business and Industry

Todd Rich, Department of Business and Industry, Insurance Division

John Whaley, Department of Health and Human Services, Health Care, Financing and Policy

Vicki Leigh, Department of Business and Industry

Clark Leslie, Attorney General's Office

Lori Chatwood, Treasurer's Office

Shannon Chambers, Department of Business and Industry

Rudy Malfabon, Department of Transportation

Dennis Gallagher, Attorney General's Office

Martha Radu, Attorney General's Office

Melanie Mason, Department of Employment, Training and Rehabilitation

Naomi Lewis, Department of Health and Human Services, Welfare and Supportive Services Micheal Mc Mahon, Department of Health and Human Services Steve Fisher, Department of Health and Human Services Tracey Green, Department of Health and Human Services, Public and Behavioral Health

#### 1. PUBLIC COMMENTS

#### **Comments:**

**Governor:** Good morning, everybody. I will call the Board of Examiners' meeting to order. Is there any member of the public here in Carson City that would like to provide comment to the Board? Is there anyone present in Las Vegas that would like to provide public comment to the Board?

### \*2. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 12, 2014 BOARD OF EXAMINERS' MEETING MINUTES

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

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We'll move to Agenda Item No. 2, Approval of the June 12, 2014 Board of Examiners' Meeting Minutes. Have you had an opportunity to review the minutes and are there any changes?

**Attorney General:** Governor, I have no changes. I'll move for approval.

**Governor:** The Attorney General has moved for approval of the June 12, 2014 BOE Meeting Minutes. I will seconded the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

### \*3. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 8, 2014 BOARD OF EXAMINERS' MEETING MINUTES

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

Motion By: Seconded By: Vote:

**Comments:** 

**Governor:** We'll move to Agenda Item No. 3, Approval of the July 8, 2014 Board of Examiners' Meeting Minutes. Have you had an opportunity to review the minutes and are there any changes?

**Clerk:** Governor, we would like to defer these minutes to the next meeting.

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

Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Assembly Bill 511, Sections 6, 7, and 8 of the 2013 Legislative Session.

The 2013 Legislature appropriated funds from the State General Fund and State Highway Fund for the purpose of meeting any deficiencies which may be created between the appropriated money of the respective departments, commissions, and agencies of the State of Nevada, as fixed by the 2013 Session of the Nevada Legislature, and the actual salary of each state employee. Pursuant to this legislation, the following amounts from the State General Fund and State Highway Fund are recommended:

		GENERAL	HIGHWAY
BA#	BUDGET ACCOUNT NAME	FUND	FUND
1036	Attorney General's Office – Crime Prevention	\$2,321	
	Total	\$2,321	

**<u>Clerk's Recommendation</u>**: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We'll move to Agenda Item No. 4, salary adjustments for the Attorney General's Office. Are there any questions with regards to this item?

**Attorney General:** No, Governor, **I'll** move for approval.

**Governor:** The Attorney General has moved for approval of the salary adjustments for the Attorney General's Office. I will second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

#### \*5. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASES

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 – Fleet Services Division	34	\$892,829
Department of Agriculture – Consumer Equitability	3	\$90,036
Total	37	\$982,865

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

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We will move to agenda item five, State Vehicle Purchases.

**Clerk:** Thank you Governor, before you today is a request for 37 vehicles. All of these vehicles were legislatively approved for additional vehicles. We have representatives here if you have any questions.

**Governor:** Is Keith Wells here?

**Keith Wells:** Good Morning Governor.

**Governor:** Good morning, could you briefly describe the nature of this request?

**Keith Wells:** I am replacing vehicles that have reached the end of their useful life and that have met the state vehicle replacement criteria and that we have retained many of the vehicles in service longer than the replacement cycle to be conservative in our replacement request.

**Governor:** Thank you, I have no further questions. Attorney General do you have any questions?

**Attorney General:** No, Governor, I'll move for approval.

**Governor:** The Attorney General has moved for approval of the State Vehicle Purchases. I will second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

#### \*6. FOR POSSIBLE ACTION – INTERNAL TRAVEL POLICY

#### A. Department of Conservation and Natural Resources – Division of State Parks

Pursuant to NRS 286.160, and SAM 208, the Division of State Parks requests approval to revise the agency's internal travel policy by revising its Travel Claim and Per Diem policy for Peace Officers' Standards and Training (POST) academy cadets. The proposed revision would include language to adjust the per diem rate to fifty percent of the state rate in response to changes in the POST academy structure and duration.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

#### **Comments:**

**Governor:** Next is agenda item six for the Division of State Parks to revise the Internal Travel Policy.

**Clerk:** The Division of State Parks is requesting to revise their agency's internal travel policy by revising its Travel Claim and Per Diem policy for Peace Officers' Standards and Training (POST) academy cadets. The proposed revision would include language to adjust the per diem rate to fifty percent of the state rate in response to changes in the POST academy structure and duration.

**Governor:** Can an agency change their own policy?

**Clerk:** Yes, an agency can make changes to their internal per diem rates and this request is due to State Parks is not budgeted to send cadets to the 13 weeks of POST and pay full per diem rates. In addition, limited cooking facilities at the dorms give employees meal options. For these reasons, the policy has been revised to include language to pay per diem rates at fifty percent for the 13 weeks cadets will attend the POST academy.

**Governor:** Thank you, I have no further questions. Attorney General do you have any questions?

**Attorney General:** No, Governor, I'll move for approval.

**Governor:** The Attorney General has moved for approval of the State Vehicle Purchases. I will second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

### \*7. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE

#### A. Department of Employment, Training and Rehabilitation

Pursuant to NRS 333.705, the Department of Employment, Training and Rehabilitation requests authority to contract with Preston Bass Interpreting Services, LLC who uses the services of one Nevada System of Higher Education employee. This employee is the 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 Business and Industry – Taxicab Authority

Pursuant to NRS 333.705, the Department of Business & Industry, Taxicab Authority requests authority to contract with a former state employee, to serve as the Hearing Officer for the Taxicab Authority Administrative Court. The Taxicab Authority has contracted with this former state employee since April 16, 2014 and the contract continues through December 31, 2014.

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

Motion By: Seconded By: Governor Vote:

**Comments:** 

#### C. Department of Conservation and Natural Resources – Director's Office

Pursuant to NRS 333.705, the Department of Conservation and Natural Resources requests authority to contract with a former state employee via Manpower Temporary Services, to train the department's new Administrative Services Officer IV in all functions relating to the department's Q1 Bond program.

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

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We will move to Agenda Item 7, Authorization to Contract with a Former Employee. Ms. Teska.

**Clerk:** Thank you, Governor. There are five of these. Would you like to take them all together or one at a time?

**Governor:** Let's take them all together, please.

**Clerk:** All right. The first is a request from the Department of Employment, Training and Rehabilitation. The current NSHE employee is the owner of the company.

The next one is a request from the Taxicab Authority Division for the employee to serve as the Hearing Officer for the Taxicab Authority Administrative Court. This request ended on August  $6^{th}$ .

The third one is a request for the Department of Conservation and Natural Resources requests authority to contract with a former state employee via Manpower Temporary Services, to train the department's new Administrative Services Officer IV in all functions relating to the department's Q1 Bond program.

**Governor:** Thank you, I have no further questions. Attorney General do you have any questions?

**Attorney General:** No, Governor, I'll move for approval.

**Governor:** The Attorney General has moved for approval of the State Vehicle Purchases. I will second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

# \*8. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY FUND

#### A. Department of Agriculture - \$48,000

Pursuant to NRS 353.268, the Department of Agriculture, Predatory Animal/Rodent Control requests an allocation of \$48,000 from the Interim Finance Contingency Fund to fund a General Fund shortfall in SFY 2014.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
α ,		

#### **Comments:**

#### B. Department of Corrections – Prison Medical Care - \$1,030,397

Pursuant to NRS 353.268 the Department of Corrections requests an allocation of \$1,030,397 from the Interim Finance Contingency Fund to fund a projected shortfall in the Prison Medical Care budget to cover obligations through the end of the fiscal year. This request relates to work program #C30240.

**<u>Clerk's Recommendation</u>**: I recommend approval.

Motion By: Seconded By: Vote:

**Comments:** 

#### C. Governor's Office of Economic Development - \$1,248,000

Pursuant to NRS 353.268, the Governor's Office of Economic Development (GOED) is requesting an allocation of \$1,248,000 of the \$4,000,000 appropriation to the Interim Finance Committee's Contingency Fund for the Unmanned Aerial Vehicle (UAV) Program. The funds will be used for continued operations of the Programmatic Management Office (PMO) to oversee the operations of test sites in Nevada and continued UAV test site developments.

<b>Clerk's Recommendation:</b>	I recommend approval.

Motion By: Seconded By: Vote:

**Comments:** 

### D. Department of Administration – Board of Examiners – Statutory Contingency Account – \$500,000

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

**<u>Clerk's Recommendation</u>**: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We will move to Agenda Item 8, request for General Fund allocation from the IFC Committee Contingency Fund, Department of Agriculture, Department of Corrections, Economic Development and the Department of Administration. Is there someone from the Department of Corrections?

**Scott Sisco:** Good morning Governor.

**Governor:** Good morning. Could you please explain the nature of this request?

Scott Sisco: There is an anticipated shortfall to cover outside medical expenses within the Medical budget. As a result of the Affordable Care Act, that the Department of Corrections has been monitoring payments made to its Third Party Administrator for outside medical costs through the tracking of weekly check runs. The expenses appeared to be on track right up until the first two weeks in June, at which time the check runs jumped from what they were averaging in May at about \$94,000, jumping to a peak of over \$414,000 in June. Part of this could be attributable to the change of the Third Party Administrator contract, in which the outgoing contractor was pushing through as many billings as possible prior to their contract and their funding being cut off at the end of June. The Department is actually seeing the expected savings that the budget had attributed to the Affordable Care Act, but just not in the time frame expected, and that the original budget adjustments made in the budget closings should have probably been pushed further out, from three to six months, since hospitals tend to bill in that 3 to 6 month time frame. We believe that the reductions to the medical budget attributable to the Affordable Care Act for FY2015 should be realizable based on what they were seeing as FY14 was coming to a close - in particular close to 100% success rate in signing inmates up for Medicaid. In a discussion regarding medical costs, Nevada's ageing inmate population, in particular those over the age of 55, was averaging 11.51%, a full 4% higher than the national average of 7.1%; having a direct impact on medical costs. Some of the current shortfall was due to earlier in the year having to move current year funds to the prior year medical bills category as the Department

had several catastrophic cases as FY13 closed out with hospital billings only coming in near the 2nd quarter of FY14, and that there should not be a reoccurrence of that since those inmates would not be Medicaid eligible.

**Governor:** Thank you. Is there someone here from Economic Development?

**Steve Hill:** Good morning.

**Governor:** Good morning, can you please explain the process of funding the state's UAV initiative?

**Steve Hill:** The legislature, following the Governor's budget amendment during the 2013 legislative session, provided \$1 million for operations from July through December 2013 and reserved \$4 million in the IFC Contingency Fund for future expenditures. In December 2013, IFC approved \$1.46 million for continued operations from January through June 2014. The Nevada Institute for Autonomous Systems (NIAS) was able to extend that funded allocation through August 2014. The current request is for \$1.248 million and will fund operations through June 2015.

NIAS continues to work toward self-sufficiency, but the ability to reach that goal is dependent on the FAA approving test flights at a greater rate than is currently taking place. Additionally, direct federal funding of the 6 test sites has been proposed in Congress and has passed the House of Representatives. Finally, GOED and NIAS has provided a research proposal to the FAA that would provide additional funding for the overall effort.

**Governor:** Thank you next is the Department of Administration, Board of Examiners statutory contingency account.

**Clerk:** Thank you Governor. The Department of Administration is requesting a \$500,000 allocation from the Interim Finance Committee Contingency Fund to replenish the Reserve for Statutory Contingency Account. This request is largely due to legal fees and post-conviction relief. We believe this allocation will be sufficient, based upon our estimate of claims to be paid for the remainder of calendar year 2014. It appears that an appropriation to replenish the account further will be necessary during the 2015 Legislative Session.

**Governor:** Thank you. Attorney General do you have any questions?

**Attorney General:** No, Governor

**Governor:** The chair will accept a motion for approval of agenda item eight.

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

**Governor:** The Attorney General has moved for approval of the State Vehicle Purchases. I will second the motion. Any questions or discussion? All in favor say aye.

Attorney General: Aye.

**Governor:** Aye. Motion passes 2-0.

## \*9. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT

### A. Department of Employment, Training and Rehabilitation – Rehabilitation Division

The Rehabilitation Division is requesting Board of Examiners' approval to modify the existing services provider agreement for the Vocational Rehabilitation and Bureau of Disability Adjudication programs.

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

Motion By: Seconded By: Vote:

**Comments:** 

### B. Department of Health and Human Service – Aging and Disability Services Division

The Aging and Disability Services Division is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers to provide services for individuals with intellectual disabilities and related conditions:

- A. Behavioral Consultation, Training and Intervention Services
- B. Residential Services
- C. Jobs and Day Training Services

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We will move on to agenda item nine, approval of a Provider Agreement.

**Shelly Hendren:** Good morning, members of the board.

**Governor:** Good morning, thank you. Could you please explain the need for the modification to the agreements?

**Shelly Hendren:** Many of the vendors utilized by the Division elected not to complete the provider agreement due to the State of Nevada's insurance and business license requirements. This resulted in an increase in the use by the vendors who have completed the provider agreement, currently 168 versus approximately 440 prior to the requirement, thus making the

requested provider agreement limit of \$200,000 not sufficient for some vendors to continue providing client services for the entire state fiscal year. The fact is many vendors do not want to meet the requirements to contract with the state, such as maintaining a state business license, whether the instrument is a contract or a provider agreement. The positive development of 168 vendors, who have valid licenses demonstrating competency and sufficient investment in their product to maintain appropriate insurance as determined by Risk Management, provides opportunity for client choice in treatment but creates the need for limits over \$200K due to multiple uses.

**Governor:** I have no further questions. Attorney General, do you have any questions?

**Attorney General:** No Governor.

**Governor:** Next is the Division of Aging Services.

Julie Kotchevar: The Aging and Disability Services Division requests approval of the Behavioral Consultation, Training and Intervention Services Agreement form. This form will be used as an agreement with providers to provide behaviorally-based assessment and intervention for Participants, as well as support, training, and consultation to family members, caregivers, paid residential support staff, and/or jobs and day training staff. This service also includes participation in the development and implementation of Individual Support Plans and/or positive behavior support plans necessary to improve an individual's independence and inclusion in their community, increase positive alternative behaviors, and/or address challenging behavior. Services are provided by professionals in psychology, behavior analysis and related fields. Services may be provided in the participant's home, school, workplace, or in the community.

**Governor:** I have no further questions. Attorney General, do you have any questions?

**Attorney General:** No Governor.

**Governor:** The chair will accept a motion for approval for agenda item nine, provider agreements for the Division of Rehabilitation and Aging Services.

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

Governor: The Attorney General has moved for approval of the State Vehicle Purchases. I will

second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

#### \*10. 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 – \$62,500

The department requests settlement approval in the amount of \$62,500 to resolve an inverse condemnation action brought by 54 B LLC, a Nevada limited liability company, against NDOT, Clark County and the Clark County Regional Flood Control District. The inverse case arises from the construction of the Lower Blue Diamond Detention Basin and its related improvements, including and the flood control channel in conjunction with the widening of SR160. The landowner claims that the government used its property to construct the flood control channel without paying just compensation.

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

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We will move to agenda item ten for approval to pay a cash settlement for the Department of Transportation in the amount of \$62,000.

Rudy Malfabond: Good morning members of the board for the record, my name is Rudy Malfabon, Director of Nevada Department of Transportation. With me is our Chief Deputy Attorney General Dennis Gallagher and Martha Radu. Before you is a request to resolve an inverse condemnation action brought by 54 B LLC, a Nevada limited liability company, against NDOT, Clark County and the Clark County Regional Flood Control District. The inverse case arises from the construction of the Lower Blue Diamond Detention Basin and its related improvements, including and the flood control channel in conjunction with the widening of SR160. The landowner claims that the government used its property to construct the flood control channel without paying just compensation. NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. NDOT has entered into this settlement agreement to resolve the inverse condemnation action in full for the said amount, inclusive of all attorney's fees and costs, contingent upon the Board of Examiner's approval. NDOT will then bring a separate indemnity action against the primary contractor to recover the entire amount of the settlement and attorney's fees and costs that were spent defending this action.

**Governor:** Do you feel that this is in the best interest of the state?

Rudy Malfabond: Yes, If this case were to proceed through litigation and NDOT were found

to be liable for inverse condemnation, in addition to fair market rent, 54 B would also be entitled to its attorneys' fees, costs, and interest from the time of the alleged use of its property under PISTOL. Prior estimations by the landowners regarding money owed for rent, interest, and attorneys' fees and costs for the alleged temporary use of its property were calculated to be between \$470,760.00 and \$812,280.00.

**Governor:** I have not further questions. Are there any other questions?

**Attorney General:** No Governor. I'll move for approval.

**Governor:** The Attorney General has moved for approval of the State Vehicle Purchases. I will second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

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

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

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

Comments:

**Governor:** Agenda item number 11, leases. Ms Teska.

**Clerk:** There are two leases on the agenda for consideration for approval by the Board of Examiners.

**Governor:** Thank you, I have no questions with regards to the leases. Attorney General, do you have any questions in regards to the two leases on the agenda?

**Attorney General:** No governor, I'll move for approval.

**Governor:** The Attorney General has moved for approval of the State Vehicle Purchases. I will second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

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

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

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We will move on to Agenda Item No. 12, Contracts. Ms. Teska.

**Clerk:** Thank you, Governor. The Agenda has 48 contracts for consideration.

**Governor:** Okay. I won't be participating in the vote on contract 31. The contractor is the Children's Cabinet. My wife is employed by the Children's Cabinet. She won't benefit in any way. I think it's prudent for me not to participate in the vote on that contract. The others that I'd like to hold out are 7 and 8, 47 and 48. Board members, do you have any other contracts you'd like to be held?

**Attorney General:** No, Governor.

Governor: We will move to contract number 7 and 8.

Mark Mathers: Good morning. We have two contracts on the agenda and they are both with Xerox. The first contract is to provide unclaimed property audits and provide compliance services for the Office of the State Treasurer, Unclaimed Property Division. The second contract is to provide securities custodian services for the Office of the State Treasurer, Unclaimed Property Division. (inaudible) We went through the RFP process and Xerox was ranked number 1 out of 8 proposals for the first contract and they were the only respondent for the second contract.

(inaudible) much of the recording was unavailable due to the back ground noise and unable to hear the speakers.

**Governor:** We will move on to contracts number 47 and 48.

**Steve Fisher:** Good morning, my name is Steve Fisher. I would like to introduce the new Director of the Silver State Health Insurance Exchange Mr. Bruce Gilbert. The Milliman Inc. contract dollar amount is being increased to support the project management resources that have been hired to support the Health Care Reform Project. I would like to explain the 3 Healthcare reform tracks/projects that we have going on and provided a status for each of the three projects:

Track 1:...Xerox Closeout Project....This project is in Green status.

Track 2:....Supported State Based Market Place project. This project is in Yellow Status because we have on Carrier who is having problems connecting to the Federal system.

Track 3:....RFP for a new transfer system. This project is in Green Status.

Governor: Are there any questions regards to the contracts?

Attorney General: No Governor.

Governor: The chair will accept a motion for contracts 1-30 and 32-48.

Attorney General: I'll move for approval.

Governor: The Attorney General has moved for approval of contracts 1-30 and 32-48. I will

second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

Governor: Aye. Motion passes 2-0.

#### \*13. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS

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

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

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We will move to agenda item 13 on the agenda, Master Service Agreements, Ms.

Teska.

Clerk: Governor, there are four master service agreements on the agenda for approval from the

board.

Governor: I have no questions, Attorney General do you have any questions in regards to the

four master service agreements before us today.

**Attorney General:** No Governor, I'll move for approval.

Governor: The Attorney General has moved for approval of the master service agreements. I

will second the motion. Any questions or discussion? All in favor say aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 2-0.

#### 14. 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 June 17, 2014 through July 16, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
1	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – ADMINISTRATIVE SERVICES	NORTHERN NEVADA INTERNATIONAL CENTER	OTHER FUNDING: ALL DETR ACCOUNTS	\$49,500		
	Contract Description:	This is a new contract that continues ongoing interpretation/translation services for the Department of Employment, Trai and Rehabilitation in Northern Nevada. Interpreters are to be fluent in both languages, predominately Spanish, interpretation must be on a word-for-word basis for clients.					
2	431	Term of Contract: ADJUTANT GENERAL & NATIONAL GUARD	07/08/2014 - 06/30/2016 TIBERTI COMPANY, THE TIBERTI FENCE COMPANY	Contract # 15713 FEDERAL	\$16,500		
	Contract Description:	This is a new contract to add ap  Term of Contract:		six foot chain link fencing at the Floyd Edsell Training Center.  Contract # 15815			
2	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	LEARNINGEXPRESS, LLC	FEDERAL	\$45,000		
3	Contract Description:	This is the second amendment to These databases are used remandment extends the termining \$125,877 to \$170,877 due to the	otely statewide by students a ation date from June 30, 20	and libraries in Nevada	which support K	3-12 curriculum. This	
4	082	Term of Contract:  DEPARTMENT OF  ADMINISTRATION –  PUBLIC WORKS  DIVISION	JBA CONSULTING ENGINEERING, INC.	Contract # 12515 BONDS	\$26,960		
	Contract Description:	This is the first amendment to the doors, locks and control panels Contract No. 7367. This amendment construction administration services	in the housing units 2, 3 & 4 adment increases the maxim	at the Southern Desert C	Correctional Cente	r; Project No. 11-M15;	
		Term of Contract:	10/11/2011 - 06/30/2015	Contract # 12588			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
5	707	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES STATE LANDS	FIRST AMERICAN TITLE INSURANCE COMPANY	FEES: TAHOE MITIGATION FEES 50% OTHER FUNDING: STATE LAND REVOLVING ACCOUNT 50%	\$39,996		
	Contract Description:	This is a new contract, to prov disposal and acquisition of Sta management activities statewide	te parcels, the Nevada Land	Bank, the Environmenta			
	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE	PROBLEM GAMBLING SOLUTIONS	OTHER FUNDING: SLOT TAX	\$41,000		
6	Contract Description:	This is a new contract to provide of Health and Human Service (ACPG), and to the ACPG graprocedures needed to administer Term of Contract:	es (DHHS) Grants Managen coups. In addition, this cont	nent Unit, DHHS Adviractor will assist in the	sory Committee	on Problem Gambling	
7	550	DEPARTMENT OF AGRICULTURE	ALL SEASONS LAWN, INC.	FEES: DEVICE TESTING FEES 50% OTHER FUNDING: COST ALLOCATION 50%	\$10,800		
	Contract Description:	This is a new contract to provide ongoing gardening/cleanup services around the Department of Agriculture's Headquarters and the Consumer Equability building in Sparks.					
	654	Term of Contract:  DEPARTMENT OF  PUBLIC SAFETY –  EMERGENCY  MANAGEMENT	07/01/2014 – 06/30/2016 X-TEC, INCORPORATED	Contract # 15622 FEDERAL	\$48,555		
8	Contract Description:	This is the third amendment to management. This amendmen maximum amount from \$298, credentials to remain valid for 3	t extends the termination day 264.33 to \$346,819.05 due	to the additional licer	to August 31, 2 uses enabling the	014 and increases the emergency responder	
		Term of Contract:	06/11/2013 – 08/31/2014	Contract # 15683	h15 000	I	
9	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	ABM BUILDING SERVICES, LLC	GENERAL	\$15,000		
	Contract Description:	This is the first amendment to View Youth Correctional Cen complete emergency repairs nee	ter. This amendment increase				
		Term of Contract:	10/23/2013 - 06/30/2014	Contract # 15058			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	GIBSON CONSTRUCTION OF NEVADA, INC.	GENERAL	\$45,000	
	Contract Description:	This is a new contract that cont View Youth Correctional Cente	encing on an as ne	eeded basis for Summit		
11	406	Term of Contract:  DEPARTMENT OF  HEALTH AND HUMAN  SERVICES – DIVISION  OF PUBLIC AND  BEHAVIORAL HEALTH	07/01/2014 – 06/30/2018 SUBURBAN ELEVATOR OF NEVADA	Contract # 15730 GENERAL	\$13,046	
11	Contract Description:	This is the first amendment to elevators in Building #3 of the termination date from June 30, continued need for these services.	ne Southern Nevada Adult M 2014 to June 30, 2016 and in	Iental Health Services	Campus. This ar	mendment extends the
	406	Term of Contract:  DEPARTMENT OF  HEALTH AND HUMAN  SERVICES – DIVISION	04/23/2012 - 06/30/2016 UNITED LOCK AND SECURITY, INC.	Contract # 13305 GENERAL	\$24,800	
12	Contract	OF PUBLIC AND BEHAVIORAL HEALTH This is a new contract to provide and smoke seals in the Rawson locking systems utilized in psychological process.	Neal Psychiatric Hospital at	Southern Nevada Adult	Mental Health Se	ervices. The doors and
	Description:	for installation.  Term of Contract:	06/26/2014 - 04/30/2016	Contract # 15771		
	705	DEPARMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF WATER RESOURCES	U.S. GEOLOGICAL SURVEY	GENERAL 57% FEDERAL 43%	\$15,215	
13	Contract Description:	This is the first amendment to the network, groundwater level data publication. This amendment a U.S. Geological Service. There contract remains unchanged.	a collection, data entry and readds two stream-flow measure	view, and publication of ement stations to the sco	the data to the int pe of work which	ternet and as an annual will be paid for by the
		Term of Contract:	07/09/2014 - 06/30/2015	Contract # 14493		I
	030	ATTORNEY GENERAL'S OFFICE	LEVITT, LANSFORD W	OTHER FUNDING: TORT FUND	\$10,000	
14	Contract Description:	This is a new contract to provi liability against the Insurance contracts are being entered into	Premium Trust Fund (Tort F	und). These contracts a	are not a guarante	
		Term of Contract:	07/07/2014 - 06/30/2016	Contract # 15839		

ATTORNEY Contract Description:  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.  Tens of Contract Description:  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.  Time of Contract Description:  Tens of Contract of Population o	#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
Idability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.    Town of Courtact		030	GENERAL'S OFFICE		FUNDING: TORT FUND		
ATTORNEY GENERAL'S OFFICE  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.  Term of Contract Description:  This is a new contact to provide miscellaneous services for the exterior paint at the Caliente Youth Center; Project No. 14-A033; Contract No. 101007.  Term of Contract Description:  Term of Contract Description:  Term of Contract Description:  This is a new contact to provide tracking services for big game animals and sage grouse via satellites and satellite data transmission in order to better understand the habitat use areas, migration routes and movement patterns that big game animals and sage grouse have across the landscape. This information is critical for NDOW and land management agencies to make appropriate population and habitat amanagement decisions that will result in the long-term propagation and conservation of the expansion.  Term of Contract Description:  Term of Contract Description:  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are not a guaranteed usage as numerous contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be	15		liability against the Insurance	Premium Trust Fund (Tort F	und). These contracts a	are not a guarante	
16   Contract   Description:   This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.   Term of Contract   Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.   Contract   Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.   This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.   This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Pr							
Contract Description:   Isiability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.   Tortical proof Contract   Tortical pr		030		JAMS, INC.	FUNDING: TORT	\$30,000	
170    DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS DIVISION	16		liability against the Insurance	Premium Trust Fund (Tort F	und). These contracts a	re not a guarante	
ADMINISTRATION							
This is a new contract to provide miscellaneous services for the exterior paint at the Caliente Youth Center; Project No. 14- A033; Contract No. 101007. Term of Contract:  DEPARTMENT OF WILDLIFE (NDOW)  This is a new contact to provide tracking services for be game animals and sage grouse via satellites and satellite data transmission in order to better understand the habitat use areas, migration routes and movement patterns that big game animals and sage grouse have across the landscape. This information is critical for NDOW and land management agencies to make appropriate population and habitat management decisions that will result in the long-term propagation and conservation of the species in relation to detrimental large-scale projects such as mining, energy development, transportation corridors and urban expansion.  Term of Contract:  O401/2014 - 06/30/2016  Contract # 15819  ATTORNEY GENERAL'S OFFICE MARGARET M DBA CROWLEY, MEDIATION, LLC This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.	17	082	ADMINISTRATION – PUBLIC WORKS	INC. DBA JVC	GENERAL	\$29,715	
Term of Contract:    18				de miscellaneous services for	the exterior paint at the	Caliente Youth C	Center; Project No. 14-
WILDLIFE (NDOW)  OTHER FUNDING: HERITAGE WILDLIFE TRUST 50%  This is a new contact to provide tracking services for big game animals and sage grouse via satellite and satellite data transmission in order to better understand the habitat use areas, migration routes and movement patterns that big game animals and sage grouse have across the landscape. This information is critical for NDOW and land management agencies to make appropriate population and habitat management decisions that will result in the long-term propagation and conservation of the species in relation to detrimental large-scale projects such as mining, energy development, transportation corridors and urban expansion.  Term of Contract:  O4/01/2014 - 06/30/2016  CROWLEY, GENERAL'S OFFICE  MARGARET M DBA CROWLEY MEDIATION, LLC  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.		•	Term of Contract:	06/25/2014 - 06/30/2018	Contract # 15842		
This is a new contact to provide tracking services for big game animals and sage grouse via satellites and satellite data transmission in order to better understand the habitat use areas, migration routes and movement patterns that big game animals and sage grouse have across the landscape. This information is critical for NDOW and land management agencies to make appropriate population and habitat management decisions that will result in the long-term propagation and conservation of the species in relation to detrimental large-scale projects such as mining, energy development, transportation corridors and urban expansion.  Term of Contract:  O4/01/2014 - 06/30/2016  CONTRACT   OTHER   \$10,000  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.		702		CLS AMERICA, INC.	OTHER FUNDING: HERITAGE WILDLIFE	\$19,785	
ATTORNEY GENERAL'S OFFICE MARGARET M DBA CROWLEY MEDIATION, LLC  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.	18		transmission in order to better u and sage grouse have across th appropriate population and habi species in relation to detrimenta	inderstand the habitat use area e landscape. This informatio itat management decisions tha	game animals and sage as, migration routes and r on is critical for NDOW at will result in the long-t	novement patterns and land manage erm propagation a	s that big game animals ment agencies to make and conservation of the
GENERAL'S OFFICE  MARGARET M DBA CROWLEY MEDIATION, LLC  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.				Ť			
Contract Description:  This is a new contract to provide mediation services to the Office of the Attorney General in cases where there is potential liability against the Insurance Premium Trust Fund (Tort Fund). These contracts are not a guaranteed usage as numerous contracts are being entered into; therefore, vendors will be utilized on an as needed basis.	19	030		MARGARET M DBA CROWLEY	FUNDING: TORT	\$10,000	
Term of Contract: 07/07/2014 – 06/30/2016 Contract # 15833			liability against the Insurance	Premium Trust Fund (Tort F	und). These contracts a	are not a guarante	
			Term of Contract:	07/07/2014 - 06/30/2016	Contract # 15833		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF HEALTH CARE, FINANCING AND POLICY	THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY	GENERAL 45% FEDERAL 55%	\$10,662	
	Contract Description:	This is the first amendment to t Disabilities Act Complementar appointments. This amendme number of Medicaid recipients	ry Paratransit Eligibility eval nt increases the maximum of requiring Paratransit Eligibilit	uations for Medicaid ref f the contract by \$10,66 y evaluations.	ecipients traveling	to and from medical
21	300	Term of Contract: DEPARTMENT OF EDUCATION	07/01/2010 – 06/30/2014  SCANTRON  CORPORATION  HARLAND  TECHNOLOGY  SERVICES	Contract # 13473 GENERAL	\$35,000	
21	Contract Description:	This is the first amendment to including preparing reader/sco which extends the length of the \$60,448.03 to \$95,448.03.  Term of Contract:	rer data documents and ship	ping to school districts	throughout Neva	da. This amendment,
22	908	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION ADMINISTRATIVE SERVICES	MR. ELECTRIC	GENERAL 1.90% FEDERAL 69% OTHER FUNDING: BEN, ESD SPECIAL FUND AND CAREER ENHANCEMENT PROGRAM 29.10%	\$10,000	
	Contract Description:	This is the first amendment to Department of Employment, Tr contact phone and fax numbe maximum amount from \$9,500  Term of Contract:	raining and Rehabilitation fac r; extends the termination da	h continues ongoing ele ilities in the Las Vegas a ate from April 30, 2015	rea. This amendn	nent updates the State's
22	030	ATTORNEY GENERAL'S OFFICE	POLARIS PROJECT	OTHER FUNDING	\$10,700	
23	Contract Description:	This is a new contract to provid  Term of Contract:	e training on identifying and l	nandling sex trafficking f	or law enforcemen	nt and communities.
24	030	ATTORNEY GENERAL'S OFFICE	CROWLEY, MARGARET M DBA CROWLEY MEDIATION, LLC	OTHER FUNDING: TORT FUND	\$10,000	
24	Contract Description:	This is a new contract to provi liability against the Insurance contracts are being entered into	Premium Trust Fund (Tort F therefore, vendors will be util	und). These contracts a	are not a guarante	
		Term of Contract:	07/07/2014 - 06/30/2016	Contract # 15853		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
	030	ATTORNEY GENERAL'S OFFICE	BOLEYN, SCOTT	OTHER FUNDING: TORT FUND	\$10,000		
25	Contract Description:	This is a new contract to provi- liability against the Insurance I contracts are being entered into;	Premium Trust Fund (Tort F therefore, vendors will be uti	und). These contracts a lized on an as needed ba	re not a guarante		
	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	07/07/2014 – 06/30/2016 JFG SYSTEMS, INC.	OTHER FUNDING: MEMBER FEES	\$10,000		
26	Contract Description:	This is the second amendment (CLAN) Wide Area Network CLANs existing equipment and and increases the maximum amfrom the vendor.	(WAN) and Local Area Ne software. This amendment e	twork (LAN) including xtends the termination d	replacement and ate from June 30,	or reconfiguration of 2014 to June 30, 2016	
27	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND	11/08/2012 – 06/30/2016 THE TIBERTI COMPANY	Contract # 13868 GENERAL	\$45,000		
	Contract Description:	FAMILY SERVICES  This is a new contract that continues ongoing repair to gates, sally port gates, and fencing on an as needed basis for View Youth Correctional Center.					
	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION DIVISION	VORTEX INDUSTRIES, INC.	OTHER FUNDING: BUSINESS ENTERPRISES SET ASIDE	\$10,001		
28	Contract Description:	This is the first amendment to Enterprises of Nevada Lookout all Bureau of Services to the I County. This amendment chan the vendor contact; corrects the September 30, 2016, and incresoriginal to the consideration land	site located at the Hoover Da Blind and Visually Impaired/ ges the department's contact e vendor's phone and fax nur eases the maximum amount nguage when referring to park	m and to provide service Business Enterprises of person and the phone armber, extends the termir from \$9,999 to \$20,000 ing ticket reimbursement	s when required of Nevada sites local and fax number; ad- nation date from I of this amendment	on a bid per job basis at cated throughout Clark lds an email address to November 30, 2014 to	
29	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	11/29/2012 - 09/30/2016 CASHMAN EQUIPMENT COMPANY	FEES: BUILDING RENT INCOME FEES	\$24,216		
29	Contract Description:	This is a new contract to provapproved by State Public Works  Term of Contract:			ther requested se	rvices as needed and	

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
30	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	CASEY NEILON & ASSOCIATES, LLC	GENERAL 60.60% OTHER FUNDING: HEALTHY NEVADA FUND 39.40%	\$36,000		
	Contract Description:	This is a new contract to provid in investigating complex elder exploitation cases including, bu trust accounts, and various type:	abuse exploitation cases. Cut not limited to, interpreting le	Contractor will provide	expert opinion as	nd review of complex	
		Term of Contract:	07/01/2014 - 06/30/2017	Contract # 15823			
31	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	SAFETY KLEEN SYSTEMS, INC.	FEES: BUILDING RENT INCOME	\$23,000		
	Contract Description:	This is a new contract that continues ongoing environmental and hazardous waste management services on an as-need and at the request and approval of a designee of the Public Works Division, Buildings and Grounds Section.					
		Term of Contract:	07/03/2014 - 03/31/2018	Contract # 15810			
32	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES DIVISION	RUBY RADIO CORPORATION/KHIX	REVENUE CONTRACT	\$18,070		
	Contract	This is a new revenue contract f	or rack space rental at Winnen	nucca Mountain in Humb	oldt County for a	four year term.	
	Description:	Term of Contract:	07/01/2014 - 06/30/2018	Contract # 15812	•	•	
33	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES DIVISION	EN POINTE TECHNOLOGIES SALES, INC./EN POINTE TECHNOLOGIES, INC.	GENERAL	\$28,848		
	Contract Description:	This is a new contract to provensure the 5 helpdesk adminis NimSoft software at the end of t	trators from Enterprise IT Se				
		Term of Contract:	07/01/2014 - 01/01/2015	Contract # 15856			
	030	ATTORNEY GENERAL'S OFFICE	DISPUTE INTERVENTION SERVICES	OTHER FUNDING: TORT FUND	\$10,000		
34	Contract Description:	This is a new contract to provi liability against the Insurance l contracts are being entered into:	Premium Trust Fund (Tort Fu	and). These contracts a	re not a guarante		
	2 cocriptions	Term of Contract:	07/07/2014 - 06/30/2016	Contract # 15868			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	LANDAIRE SALES CORP DBA RLS CONSULTING	FEDERAL	\$45,000		
35	Contract Description:	This is a new contract to provide ongoing system integration services that link Nevada Medicaid data and the Women's Health Connection Data System, Cancer and Screening Tracking System, to allow for tracking of Women's Health Connection clients who transition to Medicaid for the use of case management, follow-up, reimbursement and surveillance data analysis. The Division of Public and Behavioral Health's Cancer Unit has been awarded a Systematic Approaches to Screening grant from the National Association of Chronic Disease Directors for this phase of implementation.					
36	082	Term of Contract:  DEPARTMENT OF  ADMINISTRATION –  PUBLIC WORKS  DIVISION	07/14/2014 – 06/29/2015 PETTY & ASSOCIATES, INC.	Contract # 15836 BONDS	\$19,250		
	Contract Description:	This is a new contract to provi Prison; Project No. 13-M10; Co	ontract No. 104902.	T T	place the boiler b	urners at the Ely State	
	B031	Term of Contract:  BOARD OF  OCCUPATIONAL  THERAPY	PAULA BERKLEY AND ASSOCIATES	Contract # 15871 FEES: LICENSING FEES	\$35,000		
37	Contract Description:	This is a new contract to provide legislative services to assist in preparing for and representing the State Board of Occupational Therapy's interests during the 2015 Legislative Session. Services include assisting with the drafting of bill language, conducting outreach with stakeholders, legislators, state agencies, professional boards and organization, and representing the Board during the session including bill tracking and follow up activities.					
	B026	Term of Contract:  BOARD OF OSTEOPATHIC MEDICINE	07/14/2014 - 06/30/2016 L. L. BRADFORD	OTHER FUNDING: AGENCY FUNDS	\$28,500		
38	Contract Description:	This is the first amendment to the original contract that provides auditing services to the Nevada Board of Osteopathic Medicine. This amendment increases the maximum amount from \$19,000 to \$47,500, and extends the termination date from August 11, 2014, to August 11, 2017 due the continued need for these services.					
39	B036	Term of Contract:  BOARD OF MASSAGE THERAPY	08/14/2012 – 08/11/2017 EDULOKA DBA INLUMON	OTHER FUNDING: AGENCY FEES AND FUNDS	\$46,750		
	Contract Description:	This is a new contract to provid			d licensing system	ı.	
40	332	Term of Contract:  DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	07/14/2014 - 08/15/2015 ANALOGUE IMAGING, LLC	Contract # 15878 GENERAL	\$28,825		
	Contract Description:	This is a new contract that conconverter and components.	ntinues equipment maintenance 07/14/2014 – 04/30/2017		for the Staude S	MA 51 16/35 mm file	
<u> </u>		Term of Contract:	07/14/2014 - 04/30/2017	Contract # 15845			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
	440	DEPARTMENT OF CORRECTIONS	V.T. CONSTRUCTION, INC.	GENERAL	\$45,000		
41	Contract Description:	This is a new contract to pro- surface areas at Southern Deser		quipment necessary to re	epair and/or replace det	eriorated asphalt	
42	315	Term of Contract: STATE PUBLIC CHARTER SCHOOL AUTHORITY	07/07/2014 - 06/30/2015  NATIONAL CHARTER SCHOOLS INSTITUTE PERF INST DBA NATIONAL CHARTER	Contract # 15778 FEES: CHARTER SCHOOL SPONSORSHIP FEES	\$49,400		
	Contract Description:	This a new contract to provide accountability for state sponsor	red charter schools.	·	n called Epicenter overs	ight, support and	
43	651	Term of Contract:  DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL	QUALITY TRI COUNTY JANITORIAL DBA QUALITY JANITORIAL	Contract # 15847 HIGHWAY	\$12,000		
	Contract Description:	This is a new contract that cont	inues ongoing janitorial service	es for the Nevada Highwa Contract # 15880	the Nevada Highway Patrol station in Battle Mountain.		
44	702	DEPARTMENT OF WILDLIFE	BENNETT, JOY DBA CUSTOM CLEAN	FEES: BOATS AND APPLICATION FEES 25% OTHER FUNDING: INDIRECT COST 75%	\$14,400		
	Contract Description:	This is a new contract that continues ongoing janitorial services for the department's Ely field office.					
	431	Term of Contract:  ADJUTANT GENERAL & NATIONAL GUARD	07/09/2014 – 07/01/2016 NDI PLUMBING, INC.	Contract # 15850 FEDERAL	\$13,259		
45	Contract Description:	This is a new contract to repair the lubrication system at the Field Maintenance Shop in Reno due to petroleum system leaks throughout.					
		Term of Contract:	07/14/2014 - 09/30/2015	Contract # 15892	Φ25.057		
46	431	ADJUTANT GENERAL & NATIONAL GUARD	DIVERSIFIED SYSTEMS INTERNATIONAL, INC.	FEDERAL	\$25,057		
	Contract Description:	This is a new contract to perf Center. This includes performin					
	•	Term of Contract:	07/14/2014 – 09/30/2014	Contract # 15895	Φ15.750		
47	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – PARKS DIVISION	BULLHEAD CITY AZ PARKS & REC DEPARTMENT	OTHER FUNDING	\$15,750		
	Contract Description:	This is a new revenue contract Bend of the Colorado State Rec	creational Area for event overti	me.	tment to provide reimb	oursement to Big	
		Term of Contract:	07/11/2014 - 08/09/2014	Contract # 15885			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
48	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	RESOURCE CONCEPTS, INC.	GENERAL 66% OTHER FUNDING: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 34%	\$10,500		
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Phase I Parking Lot Rehabilitation at the Northern Nevada Correctional Center located in Carson City, Nevada; Project No. 13-S0594); Contract No. 104867.					
	082	Term of Contract:  DEPARTMENT OF  ADMINISTRATION –  PUBLIC WORKS  DIVISION	O7/11/2014 - 06/30/2018 SIERRA CONTROL SYSTEMS, INC.	OTHER FUNDING: RAW WATER SALES	\$16,300		
49	Contract Description:	This is the first amendment to a Supervising Controls and Dat support; preventative maintena Water System, Stewart Water Summit Generator Site, Marl amendment increases the maximum.	a Access System. Services in ance of radio transmitter units System, Lakeview Tank, Diversette Pump Site, and Lakeview	aclude, but are not limit ; and repair and part re sion Dam, Snow Valley F w Office master compu	ed to, computer licensic placements. Sites include Peak, McClellan Peak, H ters and radio transmit	ng and software de Virginia City lobart Reservoir, ter units. This	
	082	Term of Contract:  DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	EXPRESS MESSENGER SYSTEMS, INC. DBA ONTRAC	Contract # 13851 FEES: MAIL SERVICES FEES	\$21,200		
50	Contract Description:	This is the first amendment to and delivery, between the Cars the termination date from Au \$275,592 to ensure continuation opened for this service in April	son City Mail Center and the L gust 31, 2014 to December 3 on of this essential service whil	as Vegas Mail Center ev 1, 2014 and increases the e the Request for Propos	ery work day. This ame ne maximum amount fr	endment extends om \$254,392 to	
<u></u>	702	Term of Contract: DEPARTMENT OF WILDLIFE	09/01/2010 - 12/31/2014 VILU JANITORIAL SERVICES	Contract # 11355 FEES	\$21,456		
51	Contract Description:	This is a new contract for janite	orial services for the departmen 07/17/2014 – 07/01/2016	t's Elko Office.  Contract # 15904			
52	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION	HARRIS CONSULTING ENGINEERS, LLC	BONDS 83% OTHER FUNDING: TRANSFER FROM TREASURER 17%	\$11,500		
	Contract Description:	This is a new contract to p conditioning control system up Term of Contract:					

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
		DEPARTMENT OF	CUSTOM HOMES BY	GENERAL	\$31,191		
		HEALTH AND HUMAN	CHATEAU, LLC	48.30% FEDERAL			
	402	SERVICES – AGING		51.70%			
53		AND DISABILITY					
		SERVICES DIVISION					
	Contract	This is a new contract to prov	ide for painting and flooring i	nstallation for Building	1303 and flooring for E	Building 1304 at	
	Description:	Desert Regional Center.		Γ			
		Term of Contract:	07/22/2014 - 07/29/2016	Contract # 15875		<b>1</b>	
	810	DEPARTMENT OF	KUHN, SCOTT	HIGHWAY	\$10,740		
		MOTOR VEHICLES	CHRISTOPHER DBA				
		(DMV)	D&JS CLEANING				
54			SERVICE				
	Contract	This is a new contract to provide for the janitorial services required at the DMV office located at 973 W. Williams Street, Fallon, Nevada.					
	Description:	Term of Contract:	07/17/2014 - 06/30/2015	Contract # 15907			
		DEPARTMENT OF	METZ, MONICA B	OTHER	\$19,200		
	750	BUSINESS AND		FUNDING: TRIP			
	750	INDUSTRY – TAXICAB		CHARGES			
		AUTHORITY					
55		This is a new contract for an .					
		2014. The hearing officer wi					
	Contract Description:	involving regulatory violation Necessity.	s committed by privilege lice	ensees and holders of C	Certificates of Public C	onvenience and	
		Term of Contract:	04/16/2014 - 12/31/2014	Contract # 15897			

#### **Comments:**

**Governor:** We will move to agenda item

#### 15. INFORMATION ITEM

#### A. Department of Conservation and Natural Resources – Division of State Parks

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 June 30, 2014.

#### Additional Information:

• 1989 Tahoe Basin Act

➤ The Nevada Division of State Lands closed escrow on June 26, 2014 effectively transferring a Residential Development Right for use in Washoe County. Proceeds from the sale will be used to support fuels reduction activities in the Lake Tahoe Basin.

#### • Lake Tahoe Mitigation Program

- The agency reports that there was one transfer of an interest in real property during this quarter. That transfer occurred on June 24, 2014 and transferred 810 square feet of Stream Environment Zone Restoration Credit for a project located in Glenbrook, Nevada. Proceeds are deposited to the Nevada Land Bank and will be used to carry out the intent of the Land Bank.
- The agency reports there were no acquisitions of lands or interests in lands during the quarter.

#### **Comments:**

**Governor:** We will move agenda item 15 for the Department of Conservation and Natural Resources, Division of State Parks. Are there any questions in regards to this agenda item?

Attorney General: No, Governor.

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

#### **Comments:**

**Governor:** That moves us Agenda Item 16, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? Is there anyone present in Las Vegas that would like to provide public comment to the Board?

#### \*17. FOR POSSIBLE ACTION - ADJOURNMENT

Motion By: Attorney General Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** All right, hearing none. Is there a motion to adjourn?

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

**Governor:** Second the motion. All in favor say aye.

**Attorney General:** Aye.

Governor: Aye. Motion passes 2-0. This meeting is adjourned. Thank you, ladies and

gentlemen.

Respectfully submitted,	
JULIA TESKA, CLERK	
APPROVED:	
GOVERNOR BRIAN SANDOVAL, CHAIRMAN	
ATTORNEY GENERAL CATHERINE CORTEZ MASTO	
SECRETARY OF STATE ROSS MILLER	

# MINUTES MEETING OF THE BOARD OF EXAMINERS

September 9, 2014

The Board of Examiners met on Tuesday, September 9, 2014 in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

#### **Members:**

Governor Brian Sandoval Attorney General Catherine Cortez Masto Secretary of State Ross Miller Julia Teska, Clerk

#### **Others Present:**

Barry Lovgren, Private Citizen
Keith Wells, Fleet Services Division
Rebecca Salazar, Department of Administration
Deb Cook, Office of the Controller
Dr. Tracey Green, Division of Public and Behavioral Health
Rudy Malfabon, Nevada Department of Transportation
Laura Fitzsimmons
Ruth Miller
Michael McMahon, Division of Welfare and Supportive Services
Jim Wells, Public Employees Benefits Program
Bruce Gilbert, Silver State Health Insurance Exchange
Damon Hancock (sp?), Silver State Health Insurance Exchange

#### 1. PUBLIC COMMENTS

#### **Comments:**

**Governor:** Good morning, ladies and gentlemen. I will call the Board of Examiners' Meeting to order. Madam Attorney General, can you hear us loud and clear in Las Vegas?

Attorney General: Yes, Governor, we can.

**Governor:** All right. Thank you. We'll proceed with Agenda No. 1, Public Comment. Is there any member of the public here in Carson City that would like to provide public comment? Sir, if you'd please sit there and state your name.

**Barry Lovgren:** Good morning. Thank you. My name is Barry Lovgren. I'm a private citizen and I'll be just three minutes. I'm here because the State Administrative Manual needs to be revised to ensure that we can consistently rely on competitive process and overview by this Board to protect state funds from potential for abuse. Earlier this year I noticed that the Substance Abuse Prevention and Treatment Agency, SAPTA, now lists Solutions Incorporated as being funded to provide substance abuse treatment. But I couldn't find anything about this in the minutes of this Board. So I submitted a public record request to SAPTA for the contract and for documentation of the competitive process that was used in awarding it.

I received a copy of the contract. It has agreement lined out and sub grant handwritten in. It's for nearly \$20,000 in state general fund marijuana registry money. It doesn't appear to be a sub grant. It's not for any grant funding to SAPTA. It's entirely for state general funds. But I was informed by the Budget Division that it is a sub grant because the state general funds are considered matched for federal grant and was informed the sub grants are exempt from overview by this Board. I don't understand how a contract that's entirely for state general funds can really be a sub grant. And I certainly don't understand why sub grants are exempt from overview by this Board.

In addition, the letter from the SAPTA Bureau Chief responding to my request for documentation of the competitive process used to award the contract with the state that, "There was no public funding process in granting funds to Solutions Incorporated." I don't understand why there is no competitive process required for the contract since Solutions isn't a sole source provider. A number of organizations provide the outpatient treatment for which SAPTA's contracted.

I've submitted a copy of the contract's face sheet, a copy of the letter from the SAPTA Bureau Chief and a copy of this testimony to be attached to the minutes of this meeting. Your Agenda shows that you're in the process of revising the State Administrative Manual. It certainly needs revising. The contract with Solutions shows that under the manual's current provisions state agencies can award contracts for state funds with no competitive process, even when the contract isn't with a sole source provider, that a contract can be considered a sub grant even when it's distributing only state general funds with not a nickel of grant funds to the agency. And the sub

grants are exempt from overview by this Board. I don't pretend to be familiar with the provisions of the State Administrative Manual that allows this, but it just doesn't make sense. The potential for abuse is breathtaking.

I've got no reason to believe that there's any wrongdoing by SAPTA. This isn't about SAPTA. This is about the State Administrative Manual. It needs to be revised so that we can consistently rely on competitive process and overview by this Board to protect state funds from potential for abuse. Thank you.

**Governor:** And before you leave, sir, will you please spell your last name?

**Barry Lovgren:** Sure. L-O-V-G-R-E-N.

**Governor:** Lovgren, is that...

Barry Lovgren: Lovgren.

**Governor:** And if you would supply your contact information to the secretary, we'll make sure that somebody follows up with you as well.

Barry Lovgren: Oh, okay. I have. It's in the documents I submitted.

**Governor:** Okay. Thank you very much.

Barry Lovgren: Thank you.

**Governor:** Is there anyone else present that would like to provide public comment to the Board from Carson City? Is there anyone present in Las Vegas that would like to provide public comment to the Board?

**Attorney General:** No, Governor.

**Governor:** Thank you.

## \*2. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 8, 2014 BOARD OF EXAMINERS' MEETING MINUTES

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State Seconded By: Governor Vote: 2-0

**Comments:** 

**Governor:** We'll move to Agenda Item No. 2 and 3, approval of the July 8, 2014 Board of Examiners' Meeting Minutes and approval of the August 12, 2014 Board of Examiners' Meeting Minutes. Have the members had an opportunity to review the minutes? Are there any changes?

**Clerk:** Governor, on Item No. 3 we've had a technical difficulty and we need to pull that item from the Agenda. We do not have the complete minutes for that meeting at this time.

**Governor:** All right. Then have the members had an opportunity to review the July 8, 2014 minutes? And are there any changes?

**Attorney General:** Governor, this is Catherine. I was not in attendance at that meeting, so I'm not sure that I can vote to approve the minutes.

**Governor:** Yeah. Is there a motion to approve?

**Secretary of State:** I'll move to approve Agenda No. 2.

**Governor:** Second the motion. All in favor of the motion, say aye.

Secretary of State: Aye.

**Governor:** Motion passes 2-0. The Attorney General has abstained given that she was not present at the meeting.

## \*3. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 12, 2014 BOARD OF EXAMINERS' MEETING MINUTES

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

Motion By: Seconded By: Vote:

**Comments:** 

#### \*4. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL

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

#### A. Board of Examiners

1. 0104 – Agency Attendance and Notification

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

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

**Comments:** 

#### B. Department of Administration – Budget Division

1. 0212 and 0214 – Travel Status – In-State and Out-of-State

**<u>Clerk's Recommendation</u>**: I recommend approval.

Motion By: Seconded By: Vote:

**Comments:** 

Governor: We will move to Agenda Item No. 4, State Administrative Manual. Ms. Teska.

Clerk: Thank you, Governor. There are two proposed changes to the State Administrative Manual for consideration at this meeting. The first one is clarification on agency attendance at this meeting in particular, at the Board of Examiners' meetings. What we found is that the way that section of SAM had been constructed originally left some -- there was somewhat of a contradiction in it in terms of it was unclear whether agencies should be here for what items. What we've changed this to is that essentially unless the agency is contacted by the Clerk or his or her designee regarding the routine items, which are leases, master service agreements and contracts, that the agency doesn't need to be in attendance if those are the only items they have on the Agenda, and they have not been contacted.

If they have other items though, any of the specific action items, for example, they're bringing forward a change to the SAM manual, they're bringing forward a policy change, requests for contingency funds, contracting with former state employees, those types of items, that the agency should plan on being in attendance at the meeting because those are what we were dividing this into contracts, leases and master service agreements are regular operating transactions versus these other items are non-regular operating items and should be -- they should provide testimony on those items. And so that's essentially the clarification in Item A.

Item B is a minor revision to both the in-state and out-of-state travel policy. What we found in here is that while we have tried to address areas that are valid exceptions to the GSA rates in the in-state and out-of-state travel policy, the way the policy has been constructed to this point, if we had not previously thought of what is a valid exception and put it into the policy, there was no room for granting any exceptions on a case by case basis. And we've run into a couple of instances where there was a need to be able to grant a one-time exception, and we didn't have the authority to do so. And so this is essentially granting that to the -- actually to the Clerk of the Board, to the person in my job, to be able to review on a case by case basis if they're extenuating circumstances that they could grant an exception to the travel policy. And that's essentially those two items.

**Governor:** Thank you. And I guess there's no opposition from agency representatives on that first change. No? All right. I have no questions. It's pretty clear. Any questions from the other Board members?

**Secretary of State:** No.

Governor: No.

**Secretary of State:** I'll move for approval of Item No. 4.

**Governor:** Secretary of State has moved for approval of the changes to the State Administrative Manual as described in Agenda Item No. 4. Is there a second?

**Attorney General:** I'll second the motion.

**Governor:** Attorney General has seconded the motion. Any questions or discussion on the motion? All those in favor say aye. Aye.

**Attorney General:** Aye.

Secretary of State: Aye.

**Governor:** Motion passes 3-0.

#### \*5. 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	NOT TO
	VEHICLES	EXCEED:
Department of Administration – Fleet Services	1	\$18,500
Department of Administration – Fleet Services	43	\$1,134,385
Department of Business and Industry – Division of		
Industrial Relations	1	\$26,181
Commission on Mineral Resources	1	\$27,076
Department of Agriculture	12	\$41,900
Department of Wildlife – Conservation Education	1	\$27,068
Department of Wildlife – Diversity	2	\$56,742
Department of Wildlife – Fisheries Management	2	\$55,507
Department of Wildlife – Game Management	4	\$126,751
Department of Wildlife – Habitat	5	\$156,615
Department of Wildlife – Law Enforcement	6	\$176,597
Department of Wildlife – Operations	1	\$25,509
Total	79	\$1,872,831

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

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

**Comments:** 

**Governor:** We will move on to Agenda Item No. 5, State Vehicle Purchase.

**Clerk:** Thank you, Governor. We have a number of -- this is very typical for the beginning of a fiscal year as agencies begin requests for items approved in the second year of the biennial budget. All of the items on here with the exception of the first vehicle for Fleet Services are items that were included in the legislatively approved budget. The first vehicle on the list is a replacement due to an accident where a vehicle was totaled and insurance recovery is used to pay for the replacement of that vehicle. There are representatives available if you have any questions on any of the items.

**Governor:** Just for purpose of the record, is Keith here? There he is. Keith. You have 43 vehicles here. Can you just generally take us through what those are and what they're replacing?

**Keith Wells:** Yeah, good morning, Governor. For the record, Keith Wells, Fleet Services Division. The 43 vehicles are routine replacements, so they're vehicles that have gone through our entire life cycle, met our criterial to be replaced. There's four if you were to look at that list that might appear to be replaced prematurely. They only have 50,000 miles on them, but they're 2007 models, and those have been in our rental center since the day they were new, so the frequency of usage is extremely high, the miles just low. So they have a lot of wear and tear. But out of the 43 vehicles, we've tried to keep them in service as long as possible. We have maintained many of them longer than we normally would. And they have all reached the state's replacement criteria.

**Governor:** Do you put them out for auction now? Or what do you...

**Keith Wells:** Yeah, they'll go to auction. They're gonna go to auction next month actually.

**Governor:** And how much do we usually recover?

**Keith Wells:** We recover Kelley Blue Book value, so the base value of that vehicle. We do actually very well. The company that the state's contracted with does an excellent job getting us as much money as we can for those vehicles.

**Governor:** So is that public auction? How does that...

**Keith Wells:** It's a public auction, yes. There's two of them in Reno. There's five total, two in Reno and three in Las Vegas, throughout the year.

**Governor:** Okay. That answers all my questions. Any questions, Board members?

**Secretary of State:** No, Governor.

Governor: Okay. Thank you very much, Mr. Wells. Good morning, Director.

**Unidentified Male Speaker:** Good morning, Governor. Wildlife has 21 vehicles in this request. As indicated they were all approved in our budget. They're all replacement vehicles. Replacing vehicles that have anywhere from 150,000 to over 600,000 miles. So they range in

their intended use. Conservation Education is a volunteer program. Diversity Fisheries Management and the funding for those vehicles also varies. The law enforcement vehicles are purchased with all the tag and license sale funding. If we look at all 21 vehicles and the funding for all 21, approximately 40 percent of that funding is provided by tag and license sales. And the balance is through federal grants. There aren't any general funds being expended on these replacement vehicles.

**Governor:** I got to ask, how did you get 600,000 miles on one car? Put you in a tough spot, Mr. Wells.

Unidentified Male Speaker: It's a piece of equipment. It's a water truck on a wildlife management area, so it's overdue, but it doesn't have to meet some of the same standards for safety at high speed and roads. So because it's on a wildlife management area and it's a specialized piece of equipment, then it's a little easier to get the mileage up.

Governor: That's got to be a record. Keith, are you aware of any vehicle that has 600,000 miles on it?

**Keith Wells:** (Inaudible).

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

Secretary of State: No, Governor.

**Governor:** Thank you.

**Unidentified Male Speaker:** Thank you, Governor.

Governor: Any further questions with regard to Agenda Item No. 5? If none, the Chair will accept a motion.

**Secretary of State:** Move for approval.

**Attorney General:** Second the motion.

Governor: Secretary of State has moved for approval of the state vehicle purchase as described in Agenda Item 5. The Attorney General has seconded the motion. Any questions or discussion on the motion? All in favor say aye.

**Secretary of State:** Aye.

Governor: Aye.

**Attorney General:** Aye.

**Governor:** Motion passes 3-0.

# \*6. FOR POSSIBLE ACTION – VICTIMS OF CRIME FY 2014 4<sup>TH</sup> QUARTER AND FY 2015 1<sup>ST</sup> QUARTER RECOMMENDATION

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs a proportional decrease in claim payments.

The 4th Quarter fiscal year 2014 Victims of Crime Program report states all approved claims were resolved totaling \$26,023,735.46 with \$6,240,696.08 paid out of the Victims of Crime Program account and \$19,783,039.38 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$6.6 million to help defray crime victims' medical costs.

Based on the projections the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 1st quarter of FY 2015.

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

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

**Comments:** 

**Governor:** We'll move to Agenda Item No. 6, Victims of Crime FY 2014 4<sup>th</sup> Quarter and FY 2015 1<sup>st</sup> Quarter Recommendation.

**Clerk:** And, Governor, I believe there's representatives in Vegas to discuss this item.

Attorney General: Yes, Governor, she's coming up.

**Rebecca Salazar:** Good morning, Governor. My name's Rebecca Salazar. I'm the program manager for the Victims of Crime program. So far in the FY 14 we have paid out -- we've resolved a total of \$26 million worth of bills with just over \$6 million worth of bills. And that's resulted in a savings of \$19.7 million. We do have future reserves of 6.6 million that we're satisfied with. We believe we can continue to pay at 100 percent of approved amount of all bills, and we continue to -- we expect to continue that in the future.

**Governor:** That was going to be my only question, is you feel good about the funding moving forward?

**Rebecca Salazar:** We do. We were just notified last week. We've received our grant for this coming year in the amount of 2.3 million. That coupled with the other revenue that we have coming in and our reserve, we are very comfortable.

**Governor:** All right. Thank you. Questions from Board members? Thank you, Ms. Salazar. The Chair will accept a motion for approval of the reports and recommendations contained in Agenda Item No. 6.

**Secretary of State:** Move for approval.

Attorney General: Second the motion.

**Governor:** Secretary of State has moved for approval. The Attorney General has seconded the motion. Any questions or discussion? All in favor say aye.

Secretary of State: Aye.

Governor: Aye.

**Attorney General:** Aye.

**Governor:** Motion passes 3-0.

#### \*7. FOR POSSIBLE ACTION – INTERNAL TRAVEL POLICY

#### A. Office of the State Controller

Pursuant to NRS 281.160, the State Controller's Office requests a change to their travel policy regarding reimbursement for meals and per diem.

Clerk's Recommendation: I recommend approval.

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

**Comments:** 

**Governor:** We will move to Agenda Item No. 7, Internal Travel Policy. Ms. Teska.

**Clerk:** Thank you, Governor. The Office of the State Controller is asking for a change to their internal travel policy regarding reimbursements for meals (inaudible). And I believe there's a representative from the Controller's Office here to discuss this item.

**Deb Cook:** Good morning.

**Governor:** Good morning.

**Deb Cook:** For the record, I'm Deb Cook. I'm the Chief Deputy Controller for the State of Nevada. The Controller's Office is requesting to change our travel policy to ensure no one is reimbursed more than what they spend on meals and per diem. This new policy requires receipts

for meals be provided with the travel claim and specifies that meals will be reimbursed at the lesser of the total allowable per diem or the total amount of receipts for your trip.

**Governor:** So is that more restrictive...

**Deb Cook:** Yes, it is.

**Governor:** ...than the overall state policy? Can we approve that?

**Deb Cook:** Yes, we can approve -- actually agencies can bring to the Board of Examiners internal policies that are more restrictive than SAM. They just cannot be more liberal than SAM.

**Governor:** Questions from Board members? Thank you, Ms. Cook. If there are no questions, the Chair will accept a motion for approval of Agenda Item No. 7, which is the change of internal travel policy of the Office of the State Controller.

**Secretary of State:** I'll move for approval.

**Attorney General:** Second the motion.

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

**Secretary of State:** Aye.

Governor: Aye.

**Attorney General:** Aye.

**Governor:** Motion passes 3-0.

## \*8. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE

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

Pursuant to NRS 333.705, the Department of Health and Human Services, Aging and Disability Services Division, Early Intervention Services requests authority to contract with a former employee, a University of Nevada Reno student employee, to assist the developmental pediatrician in organizing medical records. The anticipated contract period is upon approval to June 30, 2015.

Cicik s Recommendation	1 recommend approvai.	
<b>Motion By:</b>	Seconded By:	Vote:
Comments:		

### B. Department of Health and Human Services – Division of Public and Behavioral Health – Southern Nevada Adult Mental Health Services

Pursuant to NRS 333.705, the Department of Health and Human Services, Division of Public and Behavioral Health requests authority to contract with two former Senior Psychiatrists to provide services at the Southern Nevada Adult Mental Health facility. The anticipated contract period is upon approval to September 9, 2015.

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

Clark's Recommendation. I recommend approval

Motion By: Seconded By: Vote:

**Comments:** 

#### C. Office of the State Controller

Pursuant to NRS 333.705, the State Controller requests authority to contract with a former employee, to work in the Debt Collection Department. The State Controller's Office has contracted with this employee previously, and would like to utilize the former employee until the vacant positon can be filled and a new employee is trained. The anticipated contract period is upon approval to December 31, 2014.

Clerk's Recommendation: I recommend approval.

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

Governor: Agenda Item No. 8, Authorization to Contract with a Former Employee. Ms. Teska.

Clerk: Thank you, Governor. There are three requests on the Agenda today for authorization to contract with former employees. The first item is from the Department of Health and Human Services, Aging and Disabilities Division, Early Intervention Services. This is one of those where we're requesting the contract with a former employee who is a university student worker, an item that we are working on getting a statutory change so that he would not have to come forward. The second item is from Health and Human Services, Public and Behavioral Health for the Southern Nevada Adult Mental Health Services to contract with two former senior psychiatrists for mental health services. And the last is a request from the Office of the State Controller. They've had some turnover in their debt collection area and they are asking to contract with a former employee for training and while the position is vacant.

**Governor:** Thank you. And, Dr. Green, are you here for that Southern Nevada Mental Health Service? May I ask you to come forward?

**Dr. Tracey Green:** Good morning.

**Governor:** Good morning.

**Dr. Tracey Green:** For the record, Dr. Tracey Green. I serve as Chief Medical Officer for the Division of Public and Behavioral Health.

**Governor:** Will you provide a little more background as to why the need for those two doctors is there?

**Dr. Tracey Green:** Absolutely. So Dr. and Dr. Farralis (sp?), they are a married couple, both psychiatrists that were previously with the division. They have left, but they are interested in returning to do intermittent schedules more on a part-time, if needed full-time basis. And as you know, we've been working on putting together our network of providers. And so especially with the holiday season coming, we really could use the additional resources with providers that are interested in other kinds of shifts specifically.

**Governor:** And will this -- will they be working at Rawson-Neal?

Dr. Tracey Green: They will be.

**Governor:** Okay. And just while you're here, how's it going over there?

**Dr. Tracey Green:** Rawson-Neal is going well. We just had a review. We are looking forward to joint commission coming. They could come any day. It will be an unannounced visit. We have enhanced a lot of our treatment and discharge planning, so we're looking forward to their arrival.

**Governor:** Then back to these two individuals, so will they be used on an as needed basis or we will be seeking to have them do, as you say, some kind of flex hours?

**Dr. Tracey Green:** They will be probably both. One will be inpatient, one will be outpatient, so we will have more need on the inpatient side. But they are both available for intermittent shifts as well.

**Governor:** Thank you, Dr. Green. Any other questions from Board members? Okay. Any other questions with regard to Agenda Item No. 8? If there are none, the Chair will accept a motion for approval.

**Secretary of State:** I'll move for approval.

**Attorney General:** Second the motion.

**Governor:** Secretary of State has moved for approval of the authorization to contract with a former employee as described in Agenda Item 8. The Attorney General has seconded the motion. Any questions or discussion? All in favor say aye.

Secretary of State: Aye.

Governor: Aye.

**Attorney General:** Aye.

**Governor:** Motion passes 3-0.

#### \*9. 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 – \$2,750,000

The department requests settlement approval in the amount of \$2,750,000 to resolve a contested condemnation for Phase I of the Boulder City Bypass Project brought by the Railroad Pass Investment Group. The Subject Property is currently located on both sides of U.S. 93/95 at the border of the City of Henderson and Boulder City. The Bypass Project would result in the Railroad Pass Casino to lose its frontage access and have reduced visibility. The Group alleges this new route will cause a significant reduction in business. NDOT previously paid the sum of \$2,041,000 for a right of occupancy. Approval of the additional amount of \$2,750,000 would bring the total to \$4,791,000.

Clerk's Recommendation: I recommend approval.

Motion By: Seconded By: Vote:

**Comments:** 

#### B. Department of Transportation (NDOT) – Administration – \$422,765.32

NDOT also requests settlement approval of approximately \$422,765.32 worth of construction, to be implemented as part of the larger Bypass Project.

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

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

**Comments:** 

**Governor:** We will move to Agenda Item No. 8 [sic], Approval to Pay a Cash Settlement.

**Clerk:** Thank you, Governor. This is a request from the Department of Transportation, and I believe they have representatives here to discuss the item.

**Governor:** Good morning.

**Rudy Malfabon:** Good morning, Governor, Board members. For the record, Rudy Malfabon, Director of Nevada Department of Transportation. With me is Ruth Miller, our Senior Deputy Attorney General. I hope I get that title right. I always get those wrong. And I believe Laura Fitzsimmons was able to join us up there in Carson City, thank you, Laura, our outside counsel on this case, and in general on Boulder City Bypass, Interstate 11.

Governor, as you and the Board members know, the Interstate 11 is an important link in Nevada so that we've been working very hard on these settlements for property acquisitions so that the construction project can advance. And this particular case, the Railroad Pass Casino was affected by the construction of a controlled access freeway and interstate with limited access at the interchanges. So what they were alleging was because of that loss of view and loss of direct access that it was having a huge impact -- it would have a huge impact on their business, upwards to the tune of 8.6 million if the casino would close due to loss of business. So that was kind of our exposure from their perspective.

The midpoint from some of the other exposure limits that were discussed was about four and a half million, so we believe that this settlement -- we had deposited 2.04 million previously, and had a mediation conference with former Judge Stewart Bell. He felt that this was right for settlement and justified to reach a number, additional 2.75 million for a total of 4.791 million for a total settlement. Considering that about the midpoint of exposure of four and a half million to the department, we felt that was a fair and reasonable settlement.

In addition, the casino needed some improvements for construction to modify their access. So previously their frontage road -- I mean, their frontage is the state highway. They have a signal light to get access, to get people in and out conveniently. And so the idea was that we have to modify the profile, the elevation of the road coming into their property, make some modifications, build a retaining wall and improve the drainage to get the water off of the property into the drainage system. So that cost of construction according to our staff was upwards of 800,000. We agreed to pay \$422,765.32 which is additional part of this settlement for NDOT's portion of that cost. So I wanted to make the point that the casino is paying for some of the improvements that are a benefit to them to improve truck parking and truck access and just customer access in general.

The question was asked about why do we even have an interchange at this location given that we have an interchange down the road proposed at U.S. 95. And it's all about access. When you have a limited access facility like an interstate, you have to consider reasonable access to the property-owner. So not just the casino, although they're the most obvious and apparent business along this stretch, there's also other private-property owners there that'll be served by this interchange. And it has a more direct access for traffic that's going to head on into Boulder City

rather than going down to the interchange at U.S. 95 and doubling back on their tracks to go into Boulder City, head north and then into the city.

So that's my comments. And if Ruth Miller or Laura Fitzsimmons have any additional comments, please interject now. And we'll take any comments from the Board or questions, I'm sorry.

Laura Fitzsimmons: Thank you, Mr. Malfabon. I think the only comments I would like to make are Railroad Pass Casino is the oldest casino I think in Nevada, certainly in Southern Nevada. And one of the goals of course of the department and the Transportation Board and the state is to promote (inaudible) to promote infrastructure that serves business. And through a lot of negotiation in which (inaudible) participated and individuals who work for the State of Nevada Department of Transportation and the design, everyone worked together on this so that actually access to Railroad Pass is going to be enhanced. We're not facing (inaudible) which we would never want to do of closing an employer or business. So this is a good settlement that shows how landowners and NDOT engineers and designers can work together so that everybody's very satisfied by the result and through the reengineering the taxpayers certainly minimize risk and I believe saved a lot of money.

**Governor:** Thank you. And a few questions. So all in, it's about 5.2 million is the total settlement, so you've got...

**Laura Fitzsimmons:** Oh, that could be with the engineering (inaudible).

Governor: Yes.

Laura Fitzsimmons: Yes.

**Governor:** And what was the demand?

**Laura Fitzsimmons:** Well, it was a moving target. But at the (inaudible) the land (inaudible) it was at 8.6 and on top of that they had some other business calculations. So it was north of 8.6 without any litigation expenses.

**Governor:** And that was my next question. What would you calculate or estimate the potential attorneys' fees and costs if this were to go through a trial, at least on their side?

**Laura Fitzsimmons:** Well, on their side, we under current law do not pay their attorneys' fees. Their costs I think would've been probably about, you know, in a case like this, over 100,000. And of course we would've paid for the time for our (inaudible) and our experts and counsel. So probably a quarter of a million to try. It would've been a complicated (inaudible) for reasons that aren't that interesting.

**Governor:** And are we eligible for reimbursement for some of these funds?

**Rudy Malfabon:** Yes, Governor. These are typical settlements that we've been actively pursuing reimbursement with the Federal Highway Administration. And they are reimbursing these. I don't see any reason why they would question this one since it involved a very stringent process with the mediation and it was backed up by the facts in this case.

**Governor:** And is this settlement resolve all claims associated with Railroad Pass?

**Laura Fitzsimmons:** Yes, it does, sir.

**Rudy Malfabon:** Yes.

Governor: And then finally, do you believe that this settlement is in the best interest of the

state?

**Laura Fitzsimmons:** Absolutely.

**Governor:** All right. Questions from Board members?

**Secretary of State:** Director Malfabon, where does this put us when you look at the other parcels that we had some takings litigation on in terms of the overall budget for this segment of the I-11?

**Rudy Malfabon:** Well, according to the budget that we had established, we're still on budget, so it doesn't blow our budget. Although definitely it is more than we expected. Because we have some contingencies built in our budget, Mr. Secretary of State, we are okay on the budget for this project.

And also another thing that's going to save us some money on the construction of our phase one of Boulder City Bypass I-11 is that the RTC will have their contractor procured for their design-build project which is a \$300 million project. That contractor or design-build team will most likely give us a good break because they'll already be mobilizing or anticipating mobilization to that area for that bit project. And we'll get a break just due to economies of scale on a construction project. And we put ours to bid this late fall.

**Governor:** Any other questions? One more question, Rudy. So we've resolved this one. We resolved the Jericho. What do we have left?

**Rudy Malfabon:** We have and K and L Dirt (sp?), and then maybe Ruth Miller or Laura Fitzsimmons could give an update on that one. Because that will be coming to you I assume eventually too.

**Laura Fitzsimmons:** Ruth, do you want to or do you want me to?

**Ruth Miller:** No, go ahead, Laura.

Laura Fitzsimmons: We have one minor case involving a very small parcel that will be presented shortly as LA Water and Power (inaudible) and that's being resolved for a very minimal amount. K and L is another example of what we're doing to minimize cost to taxpayers. It is in litigation, Governor. (Inaudible) represents the landowner. And we have negotiated over a year, greatly reduce (inaudible) it's an ongoing business. It's a big crane company. And again, I can't speak highly enough about the NDOT designers. They have worked to basically cut the acreage we were going (inaudible) in half. And that acreage (inaudible) utility (inaudible) it seems like and the western United States goes through there. So we're cramming it all in and we're going to be hopefully mediating that in early spring, after we reset the right-of-way which is a much smaller footprint. And that would be the last one. And at varies times as I looked through the (inaudible) bypass cases, I saw an estimate for right-of-way acquisition of 30 (inaudible) we're well under that. We certainly expect that even with K and L, we'll be well under that.

**Governor:** And moving or changing the right-of-way won't implicate any other parcels?

**Laura Fitzsimmons:** No, it's really working out very well. We're not going to be hurting anybody else or taking on more water from somebody we don't expect.

**Governor:** Yeah. So with that said and then the resolution of the airborne asbestos issue, we're on schedule with regard to the bypass and that piece of I-11?

**Rudy Malfabon:** Yes, Governor, we are on schedule. So October 29<sup>th</sup> is our anticipated (technical issue) phase of construction. We consolidated those projects, the frontage road and the interstate construction, into one project that we'll advertise then for seven weeks. And we open bids after the design-build award is made by the RTC of Southern Nevada on their huge project.

**Governor:** And, Rudy, if I could ask you, there was a technical hiccup right when you said October 29<sup>th</sup>. Could you repeat what you said after that?

**Rudy Malfabon:** Sure. Yes, we advertised the project October 29<sup>th</sup> for seven weeks and the award of our project will take place after the RTC of Southern Nevada has -- or selected a design-build team for their \$300 million design-build project. So both projects will be -- or both phases will be on schedule for Interstate 11.

**Governor:** All right. I have no further questions. Board members? Good result. Thank you. Chair will accept a motion for approval to pay the cash settlement as described in Agenda Item No. 9.

**Secretary of State:** I'll move for approval.

**Attorney General:** Second the motion.

**Governor:** Secretary of State has moved for approval. The Attorney General has seconded the motion. Any questions or discussion on the motion? All in favor say aye.

**Secretary of State:** Aye.

Governor: Aye.

**Attorney General:** Aye.

**Governor:** Motion passes 3-0. Thank you very much.

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

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

Clerk's Recommendation: I recommend approval.

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

**Comments:** 

**Governor:** We'll move to Agenda Item No. 10, Leases. Ms. Teska.

**Clerk:** Thank you, Governor. There are six leases for consideration by the Board today. Most of these are for renewals of existing space. There's a couple of new locations, Item No. 1 and Item No. 5. If there are any questions.

**Governor:** I have no questions. Board members? Chair will accept a motion for approval of the leases described in Agenda Item No. 10.

**Secretary of State:** Move for approval.

**Attorney General:** Second the motion.

**Governor:** Secretary of State has moved for approval. The Attorney General has seconded the motion. Questions or discussion? All in favor say aye.

Secretary of State: Aye.

Governor: Aye.

**Attorney General:** Aye.

**Governor:** Motion passes 3-0.

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

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

Clerk's Recommendation: I recommend approval.

Contracts: 1-18, 20-35

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

**Comments:** 

Contract: 19

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

**Comments:** 

**Governor:** We will move on to Agenda Item No. 11, Contracts. Ms. Teska.

**Clerk:** Thank you, Governor. There are 35 contracts for approval today on the Agenda. I would point out Item No. 19 is with The Children's Cabinet, so we will want to take that as a -- likely take that as a separate item. And I believe the Governor is interested in hearing testimony on Items No. 21, which is Division of Welfare and Supportive Services' contract with International Business Machines, Item No. 22 or Contract No. 22, which is Child and Family Services in agreement with Arizona State University, and then Items 34, which is the Public Employees Benefit Program with Morneau Shepell, and Item 35 which is the Silver State Health Insurance Exchange with the Public Consulting Group.

**Governor:** Yes, thank you. Board members, any other contracts you want to be held? Then I'll make my disclosure now with regard to Agenda Item No. 19. My wife, Kathleen, is employed by The Children's Cabinet, and so out of caution I'm not going to participate in the vote. Although if it is approved, we in no way will benefit from the approval of that contract. So let's move to Agenda Item No. 21 (inaudible). Good morning.

**Michael McMahon:** Governor and the Board, good morning. For the record, I'm Michael McMahon. I serve as the administrator for the Division of Welfare and Supportive Services. The contract with IBM that you have is for lab services. Very simply put, what lab services are, it allows us to access the upper tier of programmers within the IBM company, to be able to assist us with our projects and moving the projects forward. Essentially with the Affordable Care Act we acquired two PureFlex systems. And we've been slowly migrating most of the functionality over to those PureFlex's so that we can redundancy.

Redundancy is very important for us because it allows us to have more real-time service out of the (inaudible) systems. We don't have the downtime for maintenance and operational repairs that we would normally have. It also allows us the ability to make changes real-time within the system. And the big advantage that we have with the redundancy (inaudible) is that it allows us to scale for the volume as we move forward with the supportive state based project. We anticipate much larger utilization of that technology, so we need to have a larger volume or a larger capacity to move that information back and forth. And (inaudible) it allows us to have access (inaudible) to assist us in completing that task.

**Governor:** And when do you expect that all that work will be completed?

**Michael McMahon:** Actually, Governor, what this contract will do is, it will allow us to utilize the IBM programmers currently and going all the way up to (inaudible) number 15. And then we anticipate (inaudible) into the new year with regular programming updates in the system and whatever tweaks or modifications (inaudible) system after that.

Governor: Great presentation. Thank you.

Michael McMahon: Thank you.

**Governor:** Questions from Board members? We'll move to No. 22.

**Clerk:** The representatives from Child and Family Services.

**Unidentified Female Speaker:** (Inaudible) from the Division of Child and Family Services. And on Item 22 is a contract that we did with Arizona State University to provide our annual checkup program which is a parent management training program that we used when we originally started this program. It was through Oregon State University. And the founder of the program moved to Arizona State University. And (inaudible) and so we had to switch the contract and had some difficulties negotiating with the Arizona State University attorneys, and ended up having to do the contract retroactive.

**Governor:** And the only reason I asked for this to be held out, is there any way that this contract can be done with the Nevada universities?

**Unidentified Female Speaker:** Not that I know of at this time, because they do not have any research (inaudible) meet guidelines -- federal guidelines at this point that I know of.

**Governor:** Okay. I'm just being a bit of a homer. So if there's a way, perhaps we can reach out to UNR, UNLV and see if in the future they could build the infrastructure. Questions from Board members?

**Secretary of State:** No, Governor.

**Governor:** All right. Thank you. Does that take us to 34, Ms. Teska?

Clerk: Yes. Public Employees Benefits Program, contact with Morneau Shepell.

**Jim Wells:** Good morning, Governor, members of the Board. (Inaudible) I'm the Executive Officer for Public Employees Benefits Program. The contract is one of -- before you today is a replacement contract for running our eligibility and enrollment system. This contract will actually (inaudible) that we went for a longer term contract is the amount of destruction that this contract causes when it turns over. There's a little -- between 750,000 and a million dollars in transition costs for this (inaudible) over the term of the contract. So, for example, on our existing contract with Morneau Shepell, the rate has dropped from a high of \$2.21 per member per month

to current 1.95. And that will be effective in January. With this contact it drops again to \$1.78. That's recognizing again the amortization of that startup costs that they incur when they (inaudible).

This contract also requires if the vendor is replaced, a six-month overlap. So there's basically a period of two -- of six months where you have two vendors doing the same work as you transition from one to the other.

**Governor:** Are those savings being passed on to the participants?

**Jim Wells:** They are included in our budget request, so since the contract was receive before our budget was due, they have been included in our budget request and will be included in future rates.

**Governor:** While you're here, I wanted to ask you how the NV 150 Challenge is going.

**Jim Wells:** So I got word that I was supposed to talk about that this morning, so I was able to have them pull some information for me today. There are about 2400 people who have registered for the challenge. Those 2400 people are averaging for the first week almost 9500 steps or just about 4.3 miles per day. Multiplying that out, they are running at about 22.7 million steps per day, so about 10,000 miles per day. And cumulative for the first eight days we're just shy of 182 million steps. So the participation is very good. 87 percent are exceeding the 5,000 steps per day goal for the challenge.

**Governor:** And why don't you back up and there's some folks who may be here -- who are here who may not be aware of the program.

Jim Wells: Thank you, Governor. So for the record, Jim Wells, Executive Officer. The Nevada 150 Challenge was a challenge was put forth through the Employee Benefits Program and the Governor's Office to encourage steps to -- encourage employees and retirees to take a minimum of 5,000 steps per day for 60 days. And then if they did that, they would receive basically the Governor's Certificate of Fitness. There will be an award for (inaudible) 150 people who take the most steps during that 60 day period. So we had an enrollment period. The enrollment period started in early August and ends a week from yesterday, so it's a week this coming Monday. September 15<sup>th</sup> will be the last day for you to order and receive a Fitbit at a discounted price. So if you are a member of the Health and Wellness Program, you get it for, I think, it's \$15.00 for the -- \$10.00 for the Zip which is the one that attaches to your belt and \$25.00 for the one that attaches to your wrist. And then if you're not a member of the Wellness Program, it is \$25.00 and \$50.00 to purchase those.

So we've had some people who have joined the challenge who are not members of the -- about 800 of them I believe have joined the challenge who are not members of the Health and Wellness Program. The rest of them are associated with the Health and Wellness Program.

**Governor:** I had ran into some state employees who aren't aware that this is available and want to make sure they can take advantage of it. Even after the time period to sign up for the challenges passes, those Fitbits will still be available for purchase at a discounted price, correct?

**Jim Wells:** The discounted purchase will expire on Monday, the 15<sup>th</sup>.

Governor: Okay.

**Jim Wells:** That was our agreement with Fitbit. We've also as part of this, we're having a series of webinars with Dr. Green. We had the first one on last Tuesday, the 2<sup>nd</sup>. We had about 230 locations participate. They were locations that had multiple people, so we don't an exactly person count, but that was basically to kick-off the challenge. There are three more that are scheduled. One is for this coming Friday at noon. I believe the other two are on October 3<sup>rd</sup> and October 17<sup>th</sup>. This week's is regarding exercise. The next one after that is regarding reading the labels on purchased goods in the supermarket. And the last one is on eating out. And so those are also available on our website. You can go to our website and register for those events.

**Governor:** Great. Thank you very much. And questions from Board members?

**Secretary of State:** No, Governor.

**Governor:** All right. Thank you, Mr. Wells. Final contract is No. 35, Silver State Health Exchange. Good morning.

**Bruce Gilbert:** Good morning, Governor, members of the Board. For the record, my name is Bruce Gilbert. And I serve as the Executive Director of the Silver State Health Insurance Exchange. I'm accompanied today by (inaudible) who have been involved in speaking to the Public Consulting Group contract which is (inaudible).

**Governor:** So let's talk a little bit about this contract before us, and then just wanted you to think about the next question, which is how is everything going as we approach November 15<sup>th</sup>?

**Damon Hancock:** For the record, Damon Hancock (sp?), Information Systems Project Manager for the Exchange. This contract amendment is Amendment No. 1 to our current PCG contract adding \$500,000 and one year to the contract term to continue to provide consulting and actuarial services to the Exchange. Specifically PCG will be assisting us with the procurement of a transfer system, as well as an additional procurement for a call center, and then our marketing contract is up for another RFP. So PCG has already been in this process. We've utilized our current authority to date, and we still have additional funds left in our existing grant, so we're looking to add more funding to this contract for those reasons.

**Governor:** On the marketing piece, are we going to be seeking or opening it back up right when we're going to be starting the new enrollment period?

**Damon Hancock:** So the current marketing contract is with KPS3 (sp?). It expires March 31<sup>st</sup>.

Governor: Oh, okay.

**Damon Hancock:** And so this will be beyond that date.

**Governor:** All right. So we'll have some -- we'll have consistency through March 31<sup>st</sup>.

**Damon Hancock:** Yes.

**Governor:** Okay. All right. Thank you very much. And, Mr. Gilbert, how's everything else going? And welcome by the way.

**Bruce Gilbert:** Thank you very much, Governor. I appreciate the welcome. I will tell you (inaudible) I've learned (inaudible).

Governor: Yes.

**Bruce Gilbert:** Which I'm told is a very important part of my duties. I will tell you and share with you that I am cautiously optimistic as we move toward the open enrollment (inaudible). As you know on May 20<sup>th</sup> the Board of the Exchange voted to become a supported state-based marketplace and utilize the federal eligibility and enrollment operational platform for the upcoming open enrollment. Staff has spent the past three and half months or more working to implement that strategy to identify risks both in terms of technology and human risks, mitigate those risks and delay the foundation for success. We have worked very closely with other state partner agencies. We have assured that all the stakeholders in the process have a seat at the table and are heard. I believe that we are taking from a project management perspective every step which is possible to assure the best possible results in September.

**Governor:** So when you talk about the call center, that was one of the issues the first time around, so this time we'll have plenty of folks there ready to take the calls because we have those 37,000 lines I think that we have through the QHP that need to enroll between November 15<sup>th</sup> and December 15<sup>th</sup>. So there could be pretty big volume of calls that first month.

**Bruce Gilbert:** Yes, Governor. For the record, Bruce Gilbert. You're absolutely correct. We will have a specific campaign, in fact, to reach out to those who require reenrollment, so that we are able to assure that they have access to whatever they need in order to continue their coverage.

**Governor:** Do they need to go -- does an individual who already is signed with a plan and has enrolled, can they renew just via the internet, or do they have to call in to the call center to get that done?

**Bruce Gilbert:** They can go online.

**Damon Hancock:** Yes, they can. They can also directly enroll with their insurance carrier, Governor.

**Governor:** Okay. So when are we gonna start messaging that, cuz here we are almost the middle of September, to make people aware of how they can access and renew?

**Damon Hancock:** For the record, Damon Hancock. The marketing campaign is a three-faced approach. We have the weeks leading up to November as well as the November kickoff date. I believe we're going to actually move pretty hard and heavy on that messaging in the month of November and not prior. The reason being we don't want to try to gather a lot of interest with folks not having anywhere to go. We don't want them to get this information and then have to wait another month or wait another six weeks before they can take action and reenroll in health insurance. So the timing is very critical.

**Governor:** And if I was enrolled, would I have to wait until November 15<sup>th</sup>? I can't do it November 4<sup>th</sup> or earlier than that?

**Damon Hancock:** That is correct, Governor. You have to wait until November 15<sup>th</sup>.

**Governor:** All right. I have no further questions. Board members?

**Secretary of State:** No, Governor.

**Governor:** Thank you very much.

**Bruce Gilbert:** Thank you very much.

**Governor:** Board members, any further questions with regard to Contracts 1 through 35 in Agenda Item 11?

**Secretary of State:** No, Governor.

**Governor:** So if there are none, first I'll take a motion for approval of Contracts 1 through 18 and 20 through 35.

**Secretary of State:** Move for approval.

**Attorney General:** Second the motion.

**Governor:** Secretary of State has moved for approval of Contracts 1 through 18 and 20 through 35. The Attorney General has seconded the motion. Any questions or discussion? All in favor say aye.

Secretary of State: Aye.

**Attorney General:** Aye.

**Governor:** Aye. Motion passes 3-0. Secretary of State will handle Contract 19.

**Secretary of State:** Madam Attorney General, do you have any questions about Contract No.

19?

**Attorney General:** No.

**Secretary of State:** Is there a motion for approval?

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

**Secretary of State:** And I will second. The Attorney General having moved for approval of Contract No. 19 under Agenda Item No. 11, and having received a second by myself. Are there any comments or questions about the motion? Hearing none, all those in favor signify by saying aye.

**Attorney General:** Aye.

**Secretary of State:** Aye. Opposed no. Contract passes 2-0 with the Governor abstaining.

**Governor:** Thank you very much, Mr. Secretary.

### 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 July 17, 2014 through August 18, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
1	030	OFFICE OF THE ATTORNEY GENERAL	SULLI, TERI A	GENERAL	\$45,000		
1.	Contract	This is a new contract to provide consultation services to the Office of the Attorney General's accounting section.					
	Description:	Term of Contract:	07/28/2014 - 12/31/2014	Contract # 15929			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
2.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	OVERHEAD DOOR CO OF SIERRA NV RENO, INC.	FEES: BUILDING RENT INCOME FEES	\$20,000		
	Contract Description:	This is a new contract to provid at the request and approval of a			types of overhead doo	ors, on an as-needed basis,	
	- 0 <b>F</b> 1	Term of Contract:	11/01/2014 - 10/31/2018	Contract # 15921			
3.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	RICKS FLOOR COVERING, INC.	FEES: BUILDING RENT INCOME FEES	\$45,000		
	Contract Description:	This is a new contract which prequest and approval of a Build					
	Description	Term of Contract:		Contract # 15950			
		DEPARTMENT OF	US LANDSCAPE,	FEES:	\$41,296		
4.	082	ADMINISTRATION – STATE PUBLIC WORKS DIVISION	INC. DBA USL US LEASECOMM	BUILDING RENT INCOME FEES			
		This is a new contract which p	rovides ongoing landscape	grounds service at the	Campos Building loc	ated at 215 East Bonanza	
	Contract Description:	Road, Las Vegas.					
	Description	Term of Contract:	09/13/2014 - 09/12/2018	Contract # 15951	T		
	082	DEPARTMENT OF	INTERLOC	FEES:	\$49,500		
		ADMINISTRATION –	SOLUTIONS, INC.	BUILDING			
		STATE PUBLIC WORKS		RENT INCOME			
5.		DIVISION  This is a pay contract to pro-	vida installation conversi	FEES	ag support for the M	avimo 7.5 Computerized	
	Contract Description:	This is a new contract to provide installation, conversion, reports and training support for the Maximo 7.5 Computerized Maintenance Management System for use by Buildings and Grounds. This system will enable Buildings and Grounds to run an					
		efficient management tracking s				8	
		Term of Contract:	08/13/2014 - 08/31/2016	Contract # 15957			
		DEPARTMENT OF	FRAME	BONDS: 87%	\$24,000		
		ADMINISTRATION –	ARCHITECTURE,	OTHER			
	002	STATE PUBLIC	INC.	FUNDING:			
	082	WORKS DIVISION		TRANSFER			
6.				FROM TREASURER			
				13%			
	Contract	This is a new contract to provide professional architectural/engineering services to replace the culinary flooring at the Northern Nevada Correctional Center, Project No. 13-M44; Contract No. 107117.					
	Description:	Term of Contract:	07/31/2014 - 06/30/2018	Contract # 15958			
7.		DEPARTMENT OF	PETTY &	OTHER	\$40,880		
		ADMINISTRATION –	ASSOCIATES, INC.	FUNDING:			
	082	STATE PUBLIC		AGENCY			
		WORKS DIVISION		FUNDED CIP –			
				FEDERAL FUNDS			
		This is a new contract to prov	l ride professional architectu	II.	es for the design of de	estratification fans for the	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the design of destratification fans for the following Nevada Army National federal buildings: CSMS 1 (Combined Support Maintenance Shop), USPFO (United States Property and Fiscal Office), AASF (Army Aviation Support Facilities), C-12 HANGER, CSMS 2, FMS 1 (Field Maintenance Shop) and FMS 4. The purpose of the fans are to provide a uniform temperature profile at all heights throughout the various shop areas; Project No. 14-A013-24; Contract No. 107098.					
		Term of Contract:	08/11/2014 - 06/30/2019	Contract # 15987			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES		
8.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	FARR WEST ENGINEERING DBA FARR WEST CHILTON ENGINEERING	GENERAL	\$35,000			
	Contract Description:	This is a new contract to provide resource construction manager water system.	ment and design, permittin	ng, implementation and				
9.	082	Term of Contract:  DEPARTMENT OF  ADMINISTRATION –  STATE PUBLIC  WORKS DIVISION	08/12/2014 - 08/31/2016  BUILDING  CONTROL  SERVICES, INC.	Contract # 15943  FEES: BUILDING RENT INCOME FEES	\$19,404			
9.	Contract Description:	maintenance and repair for the increases the maximum amount	This is the first amendment to the original contract which continues ongoing heating, ventilation and air conditioning maintenance and repair for the Nevada Highway Patrol Headquarters, located at 357 Hammill Lane, Reno. This amendment increases the maximum amount from \$78,450 to \$97,853.75 for this additional service.					
10.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	10/08/2013 – 09/30/2017 TATE SNYDER KIMSEY ARCHITECTS LTD	OTHER FUNDING: REALLOCATED BONDS TRANSFERRED FROM TREASURER	\$35,315			
10.	Contract Description:	This is the first amendment to the original contract, which provides architectural/engineering services for planning for the Las Vegas Metro Building Upgrades, Project No. 13-P02; Contract No. 88256. This amendment increases the maximum amount from \$162,700 to \$198,015. This amendment increases the contract amount from \$162,700 to \$198,015 to provides for additional architectural, structural, mechanical, plumbing and electrical services due to an increase of the mezzanine area of the building and specific requirements due to the inclusion of laboratories in the building. This amendment also removes the construction administration portion of the contract, which will be re-requested in the construction phase of the project.						
11.	082	Term of Contract:  DEPARTMENT OF  ADMINISTRATION –  STATE PUBLIC  WORKS DIVISION	12/03/2013 – 06/30/2017 FAAD JANITORIAL, INC.	FEES: BUILDING RENT INCOME FEES	\$34,436			
	Contract Description:	This is a new contract to provid	le ongoing janitorial servic	es to the Historical Soc	iety located at 1660 N	Virginia, Reno.		
12.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	ROUNDS ENGINEERING LTD CR ENGINEERING	OTHER FUNDING: AGENCY FUNDED CIP	\$22,800			
	Contract Description:	This is a new contract to provi Nevada Army Guard facilities Office), AASF (Army Aviation the Stead Training Center: Proj	de professional architectur : CSMS 1 (Combined Sup n Support Facilities), C-12	ral/engineering services oport Maintenance Sho HANGER, CSMS 2,	p), USPFO (United St	ates Property and Fiscal		
		Term of Contract:	08/11/2014 - 06/30/2018	Contract # 15975				

#	DEPT#	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR
						EMPLOYEES
		DEPARTMENT OF	SIRIUS	FEES:	\$12,500	
	180	ADMINISTRATION –	COMPUTER	COMPUTER		
	100	ENTERPRISE IT	SOLUTIONS, INC.	FACILITY		
13.		SERVICES		SERVICE FEES		
13.	Contract Description:	This is a new contract to pro- required to meet the needs of E and Supportive Services.				
	Description	Term of Contract:	08/13/2014 - 09/30/2014	Contract # 15970		
		DEPARTMENT OF	AMERICAN	FEES:	\$28,000	
		ADMINISTRATION –	CHILLER	FACILITY FEES	\$20,000	
		ENTERPRISE IT	SERVICE, INC.	TACILITITLES		
	182	SERVICES – FACILITY	BLKVICE, INC.			
		MANAGEMENT				
14.		DIVISION				
1		This is the second amendmen	t to the original contract	which provides for re	pair and maintenance	services for the chillers
		cooling tower, water pumps,				
	Contract	amendment increases the max				
	Description:	Company (BAC) cooling tower			•	
		Term of Contract:	07/01/2011 - 06/30/2015	Contract # 12147		
		DEPARTMENT OF	ROBERT F.	OTHER	\$45,001	
	240	VETERANS SERVICES	NYCEK	FUNDING:		
				FUNDING WILL		
				BE 100%		
15.				PRIVATE		
		This is the second amendment to an ongoing contract to provide chaplain services to the residents of the Nevada State Veterans				
	Contract	Home. The purpose of this a			t from July 31, 2014, 1	to July 31, 2016, and to
	Description:	change the maximum amount of	of the contract from \$37,99	9 to \$83,000.		
		Term of Contract:	07/19/2012 - 07/31/2016	Contract # 13626		
		DEPARTMENT OF	PROGRESSIVE	FEDERAL: 50%	\$35,000	
		VETERANS SERVICES	INDUSTRIES, INC.	OTHER		
	240			FUNDING:		
	240			PRIVATE		
				INSURANCE		
16.				FUNDING 50%		
		This is the second amendment				
	Contract	is provided in the resident roo				
	Description:	extend the term of the contract	from August 31, 2014, to	August 31, 2016, and	to increase the maximum	m amount of the contract
		from \$55,000 to \$90,000.				
		Term of Contract:	10/09/2012 – 08/31/2016	Contract # 13765	NO COST	T
	300	DEPARTMENT OF	BOARD OF	FEDERAL	NO COST	
		EDUCATION	REGENTS – UNR		AMENDMENT	
		This is the first amendment to				
17.		Quality Rating & Improvemen				
1/.	Contract	criteria and assesses licensed reached. Evaluation of the QR				
	Description:	standards that lead to improve				
		Welfare and Supportive Service				
			01/01/2014 – 06/30/2016			
		Term of Contract:	01/01/2014 - 00/30/2010	Contract # 15021		

#	DEPT#	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
	300	DEPARTMENT OF EDUCATION	LEITNER, DAVID DBA PACIFIC RESEARCH ASSOCIATES	FEDERAL	NO COST AMENDMENT		
18.	Contract Description:	This is the first amendment to the original contract to provide guidance in the evaluation design for the Collaborative Evaluation Project, an annual evaluation report, maintenance of the web-based Collaborative Evaluation Project Database Application to collect data, and modification of the web-based application as necessary for the Office of Early Care and Education and the agencies receiving Child Care and Development Funds Quality Dollars. This amendment transfers this contract from the Division of Welfare and Supportive Services to the Department of Education per Executive Order 2013-16 effective 7/1/14.					
19.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	JS NET ASSOCIATES, LLC	Contract # 15211  GENERAL: 60.60% OTHER  FUNDING: 39.40%  HEALTHY  NEVADA  FUNDS	\$30,000		
	Contract Description:	This is a new contract to provide forensic medical specialist services to the Elder Protective Services social workers to assist in investigating complex medical elder abuse cases. Contractor will provide an analysis of medical documentation and observation of the cases, including, but not limited to, identifying neglect and abuse, wound development and care, cases involving multiple diagnosis, medication issues and injury identification.					
20.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	08/08/2014 – 06/30/2017 WHITE PINE COUNTY	Contract # 15969 OTHER FUNDING: REVENUE FROM COUNTY	\$20,000		
	Contract Description:	This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and the county to reimburse the Aging and Disability Services Division the non-federal share of funding as payment for services.  Term of Contract: 07/01/2013 – 06/30/2015 Contract # 15909					
21.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	CENTER FOR FORENSIC NURSING EXCELLENCE INTERNATIONAL	GENERAL: 60.60% OTHER FUNDING: 39.40% HEALTHY NEVADA FUNDS	\$30,000		
	Contract Description:	This is a new contract to provide forensic medical specialist services to the Elder Protective Services social workers to assist in investigating complex medical elder abuse cases. The contractor will provide an analysis of medical documentation and observation of the cases, including but not limited to: identifying neglect and abuse, wound development and care, cases involving multiple diagnosis, medication issues and injury identification.  Term of Contract:  08/05/2014 - 06/30/2017  Contract # 15922					

#	DEPT#	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	JAM CONTRACTING, LLC	GENERAL	\$24,159		
22.	Contract Description:	This is the first amendment to necessary to protect existing warendment adds additional in direct services are provided to 2014 to October 30, 2014 and being installed.	walls from unnecessary dam stallation of the same wall be behavioral health patients	nages in buildings D, Covering to the Crisis. This amendment ex	G, E, and H of the Raw Building (R.S.U.) and to stends the termination of	son-Neal Hospital. This he Gymnasium in which late from September 30,	
		Term of Contract:	06/11/2014 - 10/30/2014	Contract # 15610			
22	431	ADJUTANT GENERAL & NATIONAL GUARD	VAN WOERT BIGOTTI ARCHITECTS	FEDERAL	\$23,110		
23.	Contract Description:	This is a new contract to perform Training Center.	orm professional services to	create a training area	site plan with 2,000+ a	cres for the Floyd Edsall	
		Term of Contract:	08/13/2014 - 08/30/2015	Contract # 15948			
24.	431	ADJUTANT GENERAL & NATIONAL GUARD	VAN WOERT BIGOTTI ARCHITECTS	FEDERAL	\$24,750		
	Contract Description:	n: the facility can be expanded to meet the mission requirements of the National Guard.					
25.	431	ADJUTANT GENERAL & NATIONAL GUARD	08/13/2014 - 08/30/2015  D&J HOLDINGS  LLC &/OR  MCGINLEY &  ASSOCIATES, INC.	Contract # 15949 FEDERAL	\$15,109		
25.	Contract Description:	This is a new contract to perform an environmental soil and groundwater sampling to verify the presence of contamination at the Nevada Army National Guard Army Aviation Support Facility in Reno.					
	Description	Term of Contract:	08/13/2014 - 11/30/2014	Contract # 15986			
26	550	DEPARTMENT OF AGRICULTURE	WASHINGTON STATE UNIVERSITY	FEES: AGENCY SERVICE FEES	\$48,000		
26.	Contract Description:	This is a new interlocal agreement to provide Diagnostic Laboratory Services to determine the presence and nature of infection contagious or parasitic diseases.					
	Description.	Term of Contract:	08/05/2014 - 06/30/2018	Contract # 15757			
27.	611	GAMING CONTROL BOARD	JAMES EDWARDS	GENERAL	\$48,000		
	Contract Description:	This is a new contract that cor instruct agents on casino play,	casino protection, laws of a	rrest and internal contr		rd's Gaming Academy to	
		Term of Contract:	08/05/2014 – 06/30/2018	CENTED AT 700/	¢41.200		
28.	653	DEPARTMENT OF PUBLIC SAFETY – INVESTIGATION DIVISION	QUALITY TRI COUNTY JANITORIAL DBA QUALITY JANITORIAL	GENERAL 70% HIGHWAY 30%	\$41,200		
	Contract Description:	This is a new contract that contract that contract in Winner		services for the Nev	ada Highway Patrol, Pa	arole and Probation and	
		Term of Contract:	07/30/2014 - 06/30/2018	Contract # 15912			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
	"	I				LIVII LOTELIS	
		DEPARTMENT OF	TORELL,	OTHER	\$13,700		
		WILDLIFE	TIMOTHY LEE	FUNDING:			
	702		DBA TIMS	LICENSING			
29.			TURQUOISE & GEMS	FEES			
	This is the first amendment to the original contract which provides existing photos, video and custom p  Contract Description: This amendment extends the termination date from August 16, 2016 to December 30, 2016 and increases from \$9,999 to \$23,699.						
		Term of Contract:	02/13/2013 - 12/30/2016	Contract # 14064			
		DEPARTMENT OF	BASIN	BONDS	\$24,500		
	702	WILDLIFE	ENGINEERING				
20			CORPORATION				
30.		This is a new contract to provi	ide services for inspection,	construction, sampling	g and testing on an as-	needed basis for southern	
	Contract Description:	and eastern regions.	•				
	Description.	Term of Contract:	08/06/2014 - 06/30/2016	Contract # 15960			
		DEPARTMENT OF	BASIN	BONDS	\$17,250		
	702	WILDLIFE	ENGINEERING				
21			CORPORATION				
31.	Contract Description:	This is a new contract to provide professional engineering services to design a water system, pump house and					
		mechanical/electrical plans for	a single family dwelling at	the Kirch Wildlife Ma	nagement area in Ely.		
		Term of Contract:	08/05/2014 - 06/30/2015	Contract # 15959			
	704	DEPARTMENT OF	MARTIN-ROSS &	GENERAL	\$16,000		
		CONSERVATION AND	ASSOCIATES				
		NATURAL					
32.		RESOURCES – PARKS					
32.		DIVISION					
	G 4 4	This is a new contract to provide background investigations on applicants for law enforcement positions with Nevada State					
	Contract Description:	Parks.					
	•	Term of Contract:	07/24/2014 - 06/30/2016	Contract # 15917	_		
		DEPARTMENT OF	OVERTON POWER	FEES: UTILITY	\$30,000		
	704	CONSERVATION AND	DISTRICT #5	SURCHARGE			
		NATURAL					
33.		RESOURCES – PARKS					
33.		DIVISION					
	Ct	This is a new contract to provi		electrical utility pole	and line system that se	rvices Valley of Fire and	
	Contract Description:	Spring Valley State Parks on a	n on-call basis.	1			
	-	Term of Contract:	08/17/2014 - 08/01/2017	Contract # 15984			
		DEPARTMENT OF	BUREAU OF LAND	FEDERAL	\$5,500		
34.	706	CONSERVATION AND	MANAGEMENT				
		NATURAL					
		RESOURCES –					
		FORESTRY DIVISION					
		This is the first amendment to					
	Contract	the Nevada Division of Fores					
	Description:	Engine Air Tanker (SEAT) rel				amount from \$9,500 to	
		\$15,000 to reflect an increase i		1	i uay.		
		Term of Contract:	06/25/2013 - 04/14/2017	Contract # 14628			

Contract Description:   with an emphasis on natural resources stewardship and water quality protection. Students will explore their local waters learn about preventing nonpoint source pollution and conduct water quality monitoring.    Term of Contract:	#	DEPT#	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
Contract Description:   with an emphasis on natural resources stewardship and water quality protection. Students will explore their local waters learn about preventing nonpoint source pollution and conduct water quality monitoring.    Term of Contract:	35.	709	CONSERVATION AND NATURAL RESOURCES – ENVIRONMENTAL		FEDERAL	\$45,674		
36.  DEPARTMENT OF BUSINESS AND INDUSTRY – TAXICAB AUTHORITY  Contract Description:  Term of Contract:  DEPARTMENT OF BUSINESS AND INDUSTRY – TAXICAB AUTHORITY  Term of Contract:  DEPARTMENT OF Contract Description:  DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION  METZ, MONICA B OTHER \$19,200  FUNDING: TRIP CHARGES  TRIP CHARGES  CHARGES  CHARGES  TRIP CHARGES  TRIP CHARGES  CHARGES  CHARGES  CHARGES  CHARGES  CHARGES  CHARGES  CHARGES  OTHER 15897  DEPARTMENT OF PRESTON BASS OTHER EMPLOYMENT, INTERPRETING FUNDING: ALL DETR BUDGET ACCOUNTS  EMPLOYMENT SECURITY DIVISION			This is a new contract to provide environmental education programs to 1,200 students and 60 educators in Northern Nevada, with an emphasis on natural resources stewardship and water quality protection. Students will explore their local watersheds, learn about preventing nonpoint source pollution and conduct water quality monitoring.					
This is a new contract for an Administrative Hearing Officer. The previous contracted Hearing Officer resigned 3/26/2014. hearing officer will preside over Nevada Taxicab Authority internal Administrative Court to adjudicate cases invo regulatory violations committed by privilege licensees and holders of Certificates of Public Convenience and Necessity.  Term of Contract:  04/16/2014 - 12/31/2014  Contract # 15897  DEPARTMENT OF PRESTON BASS OTHER \$49,500  EMPLOYMENT, INTERPRETING FUNDING: ALL DETR BUDGET ACCOUNTS  REHABILITATION - EMPLOYMENT SECURITY DIVISION  37.	26	750	DEPARTMENT OF BUSINESS AND INDUSTRY – TAXICAB		OTHER FUNDING: TRIP	\$19,200		
902 DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION  DEPARTMENT OF PRESTON BASS FUNDING: ALL DETR BUDGET ACCOUNTS  OTHER \$49,500  FUNDING: ALL DETR BUDGET ACCOUNTS	36.		This is a new contract for an Administrative Hearing Officer. The previous contracted Hearing Officer resigned 3/26/2014. The hearing officer will preside over Nevada Taxicab Authority internal Administrative Court to adjudicate cases involving					
This is a new contract that continues ongoing American Sign Language interpreting services for the clients, employees, h	37.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	PRESTON BASS INTERPRETING	OTHER FUNDING: ALL DETR BUDGET ACCOUNTS			
			This is a new contract that continues ongoing American Sign Language interpreting services for the clients, employees, board members or council members who are deaf or hearing impaired or unable to understand the spoken language for meetings,					

### **Comments:**

**Governor:** We will move to Agenda Item No. 12. Ms. Teska.

**Clerk:** Thank you, Governor. This item contains the contracts and amendment that do not meet threshold for approval by the Board of Examiners. There are 37 items on -- 37 contracts or amendments under this item for consideration by the Board, if there are any questions.

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

Secretary of State: No, Governor.

### 13. INFORMATION ITEM

A. Department of Public Safety – Division of Emergency Management – Clark County Flood

Pursuant to NRS 353.2755, the Division of Emergency Management on behalf of Clark County was requesting funds from the Disaster Relief Account due to a flood that occurred on September 11, 2012, however following Clark Counties detailed review it was determined that claims were ineligible under state law and disaster relief criteria. This notice is to advise that this request is now being withdrawn.

#### **Comments:**

**Governor:** Then we'll move to Agenda Item 13.

**Clerk:** Agenda Item 13 is just an informational item to the Board. Clark County had been requesting funds from the Disaster Relief Account for a flood in 2012. However, the review determined that the claims were not eligible under state law, so this is just to advise that that request has been withdrawn.

**Governor:** And just as an aside, we're all aware that there's that devastating flooding that's going on in Southern Nevada as we speak, so I want to take a moment to think about those folks. I know that our Department of Emergency Management's down there assessing, and Clark County's (inaudible) or is seeking Department of Emergency Management to go down there and start to assess the situation that's going on, so I know that the state and the county are working together very closely. Does that complete Item 13?

Clerk: Yes.

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

### **Comments:**

**Governor:** Then we'll move to Agenda Item 14, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? Anyone present in Las Vegas that would like to provide comment to the Board?

### \*15. FOR POSSIBLE ACTION - ADJOURNMENT

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

**Comments:** 

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

**Secretary of State:** Move to adjourn.

**Attorney General:** Second the motion.

Governor: Secretary of State has moved for adjournment. The Attorney General has seconded

the motion. All in favor say aye.

Secretary of State: Aye.
Governor: Aye.
Attorney General: Aye.
<b>Governor:</b> Motion passes 3-0. This meeting is adjourned. Thank you, ladies and gentlemen.
Respectfully submitted,
JULIA TESKA, CLERK
APPROVED:
GOVERNOR BRIAN SANDOVAL, CHAIRMAN
ATTORNEY GENERAL CATHERINE CORTEZ MASTO
SECRETARY OF STATE ROSS MILLER



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 13, 2014

To:

Julia Teska, Clerk of the Board

Department of Administration

From:

John Borrowman, 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, FLEET SERVICES DIVISION

### Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to replace one vehicle not to exceed \$16,500 due to a vehicle accident resulting in a total loss of the vehicle.

### Additional Information:

This authorization will be funded with accident recovery funds and from the agency's reserves.

### **Statutory Authority:**

BOE approval required pursuant to NRS 334.010.

REVIEWED: \_\_\_\_\_

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

Agency Name: Administration / Fleet Services Budget Account #: 1356					
Contact Name: Keith Wells	Telephone Number: 775-684-1883				
	tten consent to purchase State vehicles. This applies to all				
new and used vehicles. Please provide the following infor	mation:				
Number of vehicles requested:   Is the requested vehicle(s) new or used: New  A	mount of the request: \$16,500				
Type of vehicle(s) purchasing e.g. compact sedan, inter	modiate saday CTN/				
Compact sedan Mission of the requested vehicle(s):	mediate sedan, SUV, pick up, etc.:				
This vehicle was totaled in an accident and the new ve	ehiclewill be assigned to the Reno motor pool center				
Were funds legislatively approved for the request?	If yes, please provide the decision unit number:				
☐ Yes ■ No	If no please explain how the wakieles will be a ve				
	If no, please explain how the vehicles will be funded?				
	Insurance Recovery				
Is the requested vehicle(s) an addition to an existing fle	et or replacement vehicle(s):				
Addition(s)Replacement(s)					
Does the requested vehicle(s) comply with "Smart Way	" or "Smart Way Elite" requirements pursuant to				
SAM 1508: If not, please explain.					
Yes					
Please Complete for Replacement Vehicles Only:					
(For type of vehicle, i.e., compact sedan, intermediate	Does this request meet the replacement schedule criteria				
sedan, SUV, pick up, etc.)	pursuant to SAM 1309? If no, explain why the vehicle				
	is being replaced.				
Current Vehicle Information: Vehicle #1 Model Year: 2012	The vehicle was totaled in an accident				
Odomotor Panding	The verificite was totaled in an accident				
Type of Vehicle:					
Compact Sedan	If the replacement vehicle is an upgrade to the existing				
Vehicle #2 Model Year:	vehicle, explain the need for the upgrade.				
Odometer Reading:	·				
Type of Vehicle:					
Please attach an additional sheet if necessary					
APPOINTING AUTHORITY APPROVAL:					
Belminstrafer 9-12-14					
Agency Appointing Authority Title Date					
BOARD OF EXAMINERS' APPROVAL:					
Approved for Purchase Not Approved for Purchase					
Board of Examiners Date					

### State of Nevada

## VEHICLE ACCIDENT REPORT <u>Agency Form</u>

For State Use Only:
. or blate dec ciny.
State Claim No
Budget Acct. No.
C
Coverage
Adjuster

INSTRUCTIONS: (If you need more space, attach a separate sheet of paper) S Complete as much information as possible at the scene. REPORT all accidents involving third parties, whether or not there is damage or injury. Cooperate with investigating officer(s) and the State's adjuster(s). Notify Attorney General's Office ASAP if there is an injury. Tel.: (775) 684-1263; Fax: (775) 684-1275 ☐ Sent original to AG's Office WITHIN 48 HOURS Claims Manager, Office of the Attorney General, 100 N. Carson Street, Carson City, NV 89701 ☐ Sent copy to Risk Management Risk Management, 201 S. Roop Street, Suite 201. WITHIN 48 HOURS Carson City, NV 89701 Location of ACCIDENT 395/ 14\_ Time 8/5 P.M. Date of Accident Accident \_\_\_ **OUR INFORMATION:** Driver's Name \_\_ /Am Coars \_\_\_\_\_\_Agency \_\_\_\_\_\_\_AGO Office Address 100 N. CARSON CC. NV 8970/ Bus. phone \_\_\_\_\_ Driver's Lic. No. <u>0201678389</u> State <u>NV</u> Expiration Date <u>05/18</u> Contact Person 5. BIDONDO Title SUPCAVISOR Phone 850 4118 Is this a MOTOR POOL vehicle? TYes INo Vehicle ID No. (VIN) 1 3 25 CL Plate No. 269-X2T Year zoiz Make Ford Model Focus Location of Vehicle LEND morospool Describe damage to State vehicle: ☐ Windshield damage only; no other party involved REAR-END: POSSIBLY TOTALED THEIR INFORMATION: Self-insurance card provided to driver/owner? 

Yes 

No TC-1 Claim form provided to driver/owner? Yes No (http://ag.state.nv.us) OWNER'S NAME \_\_\_\_\_ Daytime Phone \_\_\_ Address \_\_\_\_\_ \_\_\_\_\_ City/State/Zip \_ Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_ City/State \_\_\_\_\_ Insurance Agent \_\_\_\_\_ Phone No. \_\_\_\_ Plate No. \_\_\_\_\_ State \_\_\_\_ Year Make \_\_\_\_\_ Model \_\_\_\_ DRIVER'S NAME \_\_\_\_\_\_ Daytime Phone \_\_\_\_\_ \_\_\_\_\_City/State/Zip Address \_\_\_\_\_ Driver's Lic. No. \_\_\_\_\_State \_\_\_\_\_Expiration Date \_\_\_\_ Describe damage to other vehicle and any injuries reported \_\_\_ TC-3 (revision of RSK-001, 7/05) Office of the Attorney General MORE TO FULLEW

EXPLAIN WHAT HAPPENED:	INVESTIGATOR CHAIS WAS A	CEAN - 106
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Name	Address	Phone
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PERSONS IN TUPED: (#:::::::::::		
Name	person is a State Employee, complete a Worker's Comper Address	nsation Plaim Form.) Phone
Employer	SEE FACE of form	Friorie
Agency Information: ☐ Dama	ge estimates attached DEstimates will follow	
State Driver's Signature	ON State of CONS Date	080514
Reviewed by Safety Coordinator		V /
Reviewed by Department Head	Date Date	8/19/14

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Event Number:

140800501

## STATE OF NEVADA TRAFFIC ACCIDENT REPORT

SCENE INFORMATION SHEET
Revised 1/14/04

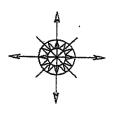
Accident Number: NHP140800501

Agency Name: NEVADA HIGHWAY PATROL

### **Description of Accident / Narrative Continuation**

TO FOLLOW V-1 TO THE RENO AREA WHILE ON THE PHONE WITH NHP DISPATCH. V-1 FAILED TO YIELD TO EMERGENCY VEHICLES. V-1 CONTINUED FAILING TO YIELD TO EMERGENCY VEHICLES AT SPEEDS UP TO 100 MPH THROUGH THE RENO AREA AND INTO THE STATE OF CALIFORNIA WERE IT WAS STOPPED BY THE NEVADA HIGHWAY PATROL. SEE ATTACHED REPORT. V-2 PULLED TO THE SIDE OF THE ROAD AT US395 NORTH BOUND NEAR RED ROCK AND WAITED FOR POLICE ASSISTANCE.

OFFICER NOTES: D-2 STATED HER NECK WAS SORE AND SOME OF HER FINGERS ON BOTH HANDS WERE NUMB FROM THE ACCIDENT. D-1 WAS IN CALIFORNIA HIGHWAY PATROLS CUSTODY PRIOR TO MY ARRIVAL TO THE SCENE. FROM LISTENING TO D-1'S RESPONSES AND RANDOM COMMENTS TO THE CHP OFFICER IT APPEARED SHE WAS UNDER THE INFLUENCE OF EITHER ALCOHOL OR DRUGS. D1 WAS PLACED INTO CUSTODY BY CHP CHARGES IN NEVADA WERE FILED BY TRP. LAPRAIRIE, REFER TO HIS WARRANT REQUEST REPORT, CASE #140800501.



Indicate North

Page

A.I.C.: \_\_\_\_\_

2 of 6

Event Number					(	TA.	TE OF	MENA	04		Acoldon		Onderland	Water Street	
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MARNNE-LAW								Tran	sported By:	⊠ 1) <u>N</u>	ot Transported	<b>□ 2) EMS</b> □	3) Police	4) Unknown	n
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Registered Owner	Name:	15							Wrong Way / Din			ver Correct/Ster		9) <u>H</u> it and Run (0) Road Defect	
図1) Same As Driver Registered Owner			MELANIE			9			<u>M</u> echanical Defe			lher Improper D	_	1) Object Avoid	
1895 MCCLOUD			12				•	1 —	Drove <u>L</u> eft Of Ce Oth <u>e</u> r	nter	15) A	gressive / Rec	dess / Carel	ėss	
Insurance Compan	y Name:							- -"		-				22) Unknown (ä	<b>9</b>
1) Insured MID (	CENTRY	INSURANCE	<u> </u>	-00-				1 1		ist Co	ontact 3	<b>□</b> 4	Dan	naged Areas	s
Policy Number: 194539441			Effective:	12	To 011 6	: 17				!		,		) <u>F</u> ront ) Right <u>S</u> ide	Î
Insurance Compan	y Addres	s or Phone Nu			01110		120	15	1	17	7. 1	— <u>D</u> <u>5</u>	3	Left Side Rear.	- 1
							2	_   _	_	1	J. U 11	—U 5		Right Front	ı
	Towed E	sy:						7,	7.				_	Right Rear	Į.
Removed To:				000-04 NW				<del></del> -	38		<u> </u>	□ <u>`</u> €	□7 □8)	Under <u>C</u> arriag	.e
	Traffic (	Control		Diet	ance Tra	welow	T -	Snood m	1) <u>O</u> ver 8	ide	2) Under	223	☐ a)	Left Front	
F 1) Speed Zor		11) Stop S	lgn		iter imp		From	Speed E		$\dashv_{\vdash}$	Extent Of D	74) Total	_	I) Left Rear I) <u>U</u> nknown	
2) Signal Lig		12) <u>Y</u> leid S	ilgn	MC	OVED		85	90	65		2) Moderate	5) None		2) Other	
3) Flashing L	_	13) <u>R</u> .R.S	-		-				Seque		Events	] 6) <u>U</u> nknown			
5) <u>P</u> ed. Signa	_	14) R.R.G 15) R.R.S	_		Code				Descr				Collision W Fixed Obje	ith   Most Har	
6) No Passin	9 <u>F</u>	16) <u>M</u> arked		1st	214	l .	мото	R VEHIC	LE IN TRAN	SPOR	RT /g	-			
7) No <u>C</u> entro	_	17) Tire Ch	ialns/Snow Req.							\$ - 2.a	0,0	9/2			Y
8) Warning S	_		si <u>v</u> e Green	3rd	-						.6. 4. 3.	C-T			
9) Tgm Signa 10) Other	u	19) Unknow	AD.	4th	-						TA A				
1) NRS 2) CF	R []33	CC/MC X14	) Pending	Sth		-	Violatio					A 40	**.[J	P	_
(1)		~~ <u>~~</u>	∆ Zenani8	ĺ			Aloisto	1	59		NOC	金	Citation N	umber	
]1) NRS	₹ 🔲 3)	CC / MC					Violatio	<del></del>			NOC	of A			
(2)	lance - 12											T. A.	Citation No	HUGEL	100
Protain	Investiga	ator(s)		ı	lumber		Date	_	Review	-		Date Reviewe		Page	
		Walte	lo lut	H608		8	/ 5	/ 2014	Mitchell Sh	ults	8		014 3	of 6	
		venic	le Inforr	natio	m						7.00	Total Consequence	- Andrews	The state of the s	

Event Number: 740800501		S	TATE OF N	IEVADA		Accider	t Number:		
		VEH	IC ACCIDE CLE INFORMA Revised 1/1/	TION SHEE	ORT T	Agency			
Name: (Lest Name, First Name, Middle Name Suffin)				Transpor	ted By:	I) Not Transported			4) Unknown
Street Address:				5) Othe					
City:	State / Country	y □1) <u>N</u> V	Zip Code:	Person		Seating			
1) Male 3) Unknown DOB:		Phone No	mber:	Type:	•	Position:		Restr	pant aints:
☐ 2) Eemale				Severity:		Injury Location:	-		
Name: (Lest Hame, First Name, Middle Name Soffin)				Airbags:	s	irbag witch:	Ejected:		Trapped:
Street Address:				Transporte	ed By: ☐1)	Not Transported	2) EMS [	3) <u>P</u> olice	4) <u>U</u> sknows
				Transport	ed To:				
	State / Country	□1) <u>N</u> V	Žip Gode:	Person Type:		Seating Position:		Оссир	ant
1) Male 3) <u>Unknown</u> DOB:	P	Phone Nu	mber:	injury Severity:	aled a second	Injury Location:		Restra	unts:
Name: gentle				Airbags:	1	rbag vitch:	Ejected:	T	Trapped:
Name: (Last Name, First Name, Middle Name Suffix)				Transporte	d By: 1)	Not Transported		3) Police	
Street Address;				Transporte	-				
City:	State / Country	□1) <u>N</u> V	Zip Code:	Person Type:	(* <b>)</b>	Seating		Occup	Rnt
☐ 1) Male ☐ 3) Unknown DOB: ☐ 2) Female / /	PI	hone Nur	nber:	Injury Severity:		Position:		Restra	
				Airbags:		Location:	Ejected:		
1) Irailing Unit 1 VIN:				Plate:	SW	State: 1) N			Trapped:
1) Irailing Unit 2 VIN:	-			Plate:		State: 1) NV	Туре:		
1) Irailing Unit 3 VIN:				Plate:		State: 1) NV	Type:		
Commercial Vehicle	Configurat	tion			1) <u>C</u> on	imercial Vehicle	Γ	2) <u>S</u> chool	Bus
1) Bus, 9 - 15 Occupants   6) Iractor Only   2) Bus, > 16 Occupants   7) Tractor / Trailer   3) Single 2 Axie and 6 Tire   8) Tractor / Qouble   9) Tractor / Tripler   5) Any 4 Tire Vehicle   10) Truck with Tractor Name;	es 13; Lig	issenger V ght Tru <u>c</u> k,	ehlcie, ( <u>H</u> az-Mat) (Haz-Mat)	2)	<u>O</u> river Log Book Shipping <u>P</u> apa	SOI ers / Trip Manifest		itate Reg. lide <u>O</u> f Vehic liher	cie
				1 1 ≥ 10,00	Power	er Unit GVW	&	- 1	1) <u>H</u> az-Mat
arrier Street Address:				City:		1/2	3) ≥ 26,66 State:1) ]		2) Released
2) Tank 7) Concrete Mixer 12) Bus,	n, Gravel Chips 9 - 15 Occupants > 15 Occupants r		dat ID #: d Classification	#.	Type of C  1) Single 2) USDe 3) Cana 4) Mext	carrier NAS control NAS control Carried Carrie	Afety Report		Page of 6

Event Nur 14080050						S	ΓΑΤ	E OF	NEVA	DA	-	Ac	ridont	Number:	-			
Vehicle #	# Occupants	1) At Fault			TRA	JFF.	IC /	ACCID	ENT I	REPORT		NH	P1408	00501				Naiveta-
V2	1	2) Non Conta			٧	EHI	CLE	INFORM Revised 1	IATION :	SHEET		Ag NE	ency N	iame: HIGHWA	Y PA	TRO		
Direction of Travel:	1) North 2) South	☐ 3) <u>E</u> ast ☐ 5) <u>1</u>		Highway 580 N	Street	t Nan	ne:								Marie San	THOE	Trave	Lane#:
Vehicle 🗵	1) Straight	3) Left Turn Tie	U-Tum []	7) <u>W</u> rong V	/ay □	9) Par	ssina	□11\1es	wine David	nd Manua	-						1	
Action:	2) Backing [	4) Right Turn 6	Parked []	) Stopped	<u>ග 🗆</u>	10) <u>R</u> a	acing	12) <u>E</u> nt	ering Lane	14) Other	ng Lane Tumin	: ∐15) 9 ∏16)	Enter Pa Driveries	rked (#)	]17)	Lane <u>C</u> har	ige 🔲	19) <u>U</u> nknowi
COATS, P	Name, First Num AMELA	a, Middle Name Suffic							Trai	isported By:	<u>図1) A</u>	ot Trans	orted	2) EMS		Police [	4) Unio	town
Street Addre 110 N CAR									-1-	Other								
Gity:			State	/ Countr	v Wa	NN/	Z)p C						2					
CARSON C			NV		, 111.7		8970		Pen Typ			Seatin Positio	g on: 1			Occupa Restrain	nt 7	
☑ 17 Earnale	T⊲) ⊼µkuowu	DOB: 5 / 29	/ 195	8	Phone 77568				İnju	ry erity: C		Injury			T.	- Toolda	106: -	
OLN:		St	ate: 🔀1) <u>N</u> V	/ Class		() <u>C</u> DI	_	ense Stati		anty:	1	Location	on: 3		7			
020167838			NV	c		DL.			Airba	igs: 2	1	bag itch:		Ejected:	0	т	rapped	: 0
1) Restrict	2) Endors	ie T	rsements	+		Rest	rictio	ns					Driver	Factors	-			
Alcohol/Drug	lved	Method of	of Determi	nation		L			<b>—</b> -	] 1) Apparently ] 2) <u>H</u> ad Been D				6) D <u>river III /</u>				
2) Suspect 3) Alcohol	ed Impalment	t │ □1) ∃old Sol	ricty Test	74) Urine	Test	th to 3	9	Test Resu	וייין כ	] 3) <u>D</u> rug involv	ement			7) <u>O</u> ther Imp 8) Driver I <u>n</u> ai	ttentic	n / Distra	cted	
☐ 6) Unknow	ח	2) Evidentia 3) Oriver As	ry Breath [	]5)	Test nary Bro	eath 7	Test			] 4) Apparently ] 5) Obstructed	Eatigue <u>V</u> iew	d / Asleep		9) Physical id 10) <u>U</u> nknown	mpain	ment		
Vehicle Year: 2012	Vehicle FORD	Make:	Vehicle Me	odel:	T	Vehi	cle Ty	/pe;	+-			- V	_					
Plate / Permit	No.:	State: 図1) NV	Expiration		_		cie Ç	4-DOOF		<u>F</u> ailed To Yleid	Right O			Factors d To Maintair	n Land	: Chev	Ortunetas	ss <u>V</u> ehicle
Vehicle Identi	fication Num	NV	4 / 3	0 / 2		GRY			2	<u>D</u> isregard Conti	roi Devi	pe [	]10) Foll	owing Too C	lose		<u>U</u> nsafe E	
1FAHP3F25		aver:						1.5		Too Fast For Co Exceeding Spec		_		afe Lane Cha le Im <u>p</u> roper 7		[18]	Ran Off I	Road
Registered On	wner Name:	RNEY GENER	Δ1		-	_	*****		<b>-</b> □ 5.	Wrong Way / Dh	rection	_		r Correct/Ste		-	Hit and R Road De	- 16
Registered O			AC,						5/6/1	<u>M</u> echanical Defe Drove <u>L</u> eft Of Co		<u>-</u>	]14) Oth	er improper [	Ortvin	[]21)	Object A	voldance
100 N CARS	ON STREE	T, CARSON C	ITY, NV 89	701						Other			Lie) Wââ	ressive / Rec	kless		ร ปกหางพ	415
Insurance Cor	mpany Name SELF INSU	RANCE		188-8 W			-		1			ontact			_	Dama		
Policy Number	r		Effective	e: ,	T	To:			┤ '	] 2		3	l	9⁴		☐ 1) £r	ont	i
Insurance Cor 775-684-126	mpany Addr	ess or Phone Nu	mber:				1_			1-	1	7°7		<b>-⊠</b> 5		☐ 3) Le ⊠ 4) Re	R Side	
	Tower	i Bv:			2750				_					_[인 5		□ 5) RI	ght Fron	
1) Vehicle To:	Wills								J (	] 8		7	1	_s ⊆		Ø 6) RI		1
										1) Over F			<u>U</u> nder R			□ 9) Le		rlage
F 1) Spec	Traffi ed Zone	c Control 11) Stop S	lan		tance 1 After In				peed E		I	Extent			1	区 10) L	eft Re <u>a</u> r	
2) Sign	al <u>L</u> ight _	12) <u>Y</u> ield S	-		OVED			From 65	70	Limit 65		1) Minor 2) Mode:	ate 🗀	6) <u>T</u> otal 6) <u>N</u> one		11) 4		
-	hing Light _ col <u>Z</u> one	13) <u>R</u> RS	-		-						×	3) Major		i) <u>U</u> nknown	_	Ray Stan	0	
	zoizone _ Signal	14) R.R.G 15) R.R.S	_		Cod	le#					ription	Events	1		Colli	d Object	>-Most	Harmful
6) No P	asajud	F 16) Marked	_	151	2	14		MOTO	R VEHIC	LE IN TRAN	SPOF	श	10	3		d Object		vent 🔀
	ontrois _		ains/Snow Re		-								The state of the s	6	-			
9) <u>warr</u> 9) T <u>u</u> m	ilag Sign _ Signal	18) Permis	siye Green	3rd 4th	_		_						3,4	2.00			1	
10) <u>Q</u> th	_			5th	-	_	-							15	25		1/4	
]1) NRS [] (1)	2) <u>C</u> FR	3) CC / MC 4	Pending					Violation			_	NOC	T		-	ion Num		
1) <u>N</u> RS []: 2)	2) <u>C</u> FR []:	3) CC / MC						Violation			-	NOC	+	· £	-140	ion Num	ber	
No. of the last of	Investi	gator(s)	~	IDI	lumbe	-	_	Date		Revie	wed By	, –	D-	te Reviewe	75			
Protain		Wahia		H608	9		8	<b>[</b> 5	/ 2014	4			(0)		ea 2014	5	Page of	100

Vehicle Information

of 6

140800	lumber: 501 -			S	TATE OF I	VEVADA	-	-	Appleton	t Number:			
1			1.	TRAFF	IC ACCIDI	ENT REP	ORT		NHP1408	00501		6161 <del>1</del>	
Name: a	ist Hama, First Name	n, Middle Name 'Suffix')		VENI	CLE INFORM/ Revised 1/1	ATION SHEE	<b>=</b> T		Agency   NEVADA	Name: HIGHWAY	PATROL	_	
		s, magic name 'Suffis)				Transpo	rted By:	1) <u>N</u> ot	Transported	2) <u>E</u> MS [	] 3) <u>P</u> olic	e 🔲	4) <u>U</u> nknown
Street Add	dress:					Transpo	CARREST TAXABLE						
City:			State / Countr	ry □1) <u>N</u> V	Zip Code:								
1) Male	3) Unknown	DOB:				Person Type:		S	eating osition:		Occ	upan traint	t
2) Female	•		1	Phone Nu	ımber:	Injury Severity:			ijury ocation:		Γ'		
						Airbags:		Airbag		1		T	
Name: (Les	t Namo, First Name,	Middle Namo Suffin)				Transport		Switch		Ejected:		1	ipped:
Street Addr	ress:					☐ 5) <u>O</u> ther	7	71200	ransported	2) EMS [	3) <u>P</u> olice	□ 47 	<u>U</u> nknown
City:			Tenda 10			Transport	ted To:					V	1000
TI Male F	3) Unknown	200	State / Country	עאַ (דם ע	Zip Code:	Person Type:		Se	ating			pant	
2) Esmale	T a) Darkiowy	DOB:	,	Phone Nu	mber:	injury Severity:		[n]	ury		Rest	raints	:
							1,	Airbag	cation:	Г		1	i
Name: (Last)	Name, First Hame, M	liddie Name Suffinj		-	The state of the s	Airbags;		Switch:		Ejected:			pped:
Street Addre	988;							l) <u>N</u> ot Tr	ansported [	] 2) <u>E</u> MS	3) <u>P</u> olice	<b>□</b> 4)	Unknown
City:			-	100 PM (100 PM )		Transport	ed To:						
1) Male	7 m Halan I a		State / Country	□1) <u>N</u> V	Zip Code:	Person Type:		Se	ating Bition:		Occur	pant	
2) Female	1 a) Duranowu T	POB:	F	hone Nun	iber:	Injury Severity:		inje	ıry	i	Restra	aints:	
			es sections			Airbags:	A	irbag	ation:				
1) Irailing	Unit 1 VIN	l:				Plate:	S	witch:	e: 1) <u>N</u> V	Ejected:		Trap	ped:
1) <u>Trailing</u>	Unit 2 VIN	l:				Plate:			e: 1) NV	Type:			
1) Trailing	Unit 3 VIN	!:				Plate:				Type:			
			- 05			riaus;		State	9: ☐ 1) <u>N</u> V	Type:			
1) Bus, 9 -		nercial Vehicle				Г	1) 00	mmerci	al Vehicle		] 2) <u>S</u> choo	ol Bus	
2) <u>B</u> us, > 1		7) Tractor / Trail	er 🔲 12) Pa	ractor / Se <u>m</u> i assenger Vel	i Trailer hicle, ( <u>H</u> az-Mat)		<u>D</u> river		Sour	_			
4) Single >	3 Axle	8) Tractor / <u>D</u> oui	bles 🔲 13) Lie	ght Tru <u>c</u> k, (H ther Heavy V	łaz-Mat)	2	Log Book				tate Reg. Ide <u>O</u> f Veh	icie	NO.
5) Any 4 Ti	1000 - 1000 - 1007	10) Truck with T		neavy v		3)	Shipping <u>P</u> ap	pers / Tr	lp Manifest	D Bro		_	
Carrier Name	<b>):</b>						Pow	ep U	(J) GVWR	7			
Carrier Street	t Address:					☐ 1) ≤ 10,00 City:	0 Lbs 2)	AM. Mha	- Aires	(a) ≥ 26,000	FLES AT		) <u>H</u> az-Mat ) <u>Rel</u> eased
	Conc	Pod T				Jily.		*	S. S.	tate: 1) h	v Zip	\$22	0
1) <u>P</u> ole	Cargo ☐ 6) ⊻an / Bo	Body Type	in, Gravei Chips	Haz-Ma	et ID #;		Type of (	Carrie	L LW2 28	ety Report		- <u>ż</u> ź	h
2) Iank 7) Concrete Mixer 12) Bus, 9 - 15 Occupants							1) <u>S</u> ing		Carrie	Numikah			
3) <u>F</u> latbed 4) <u>D</u> ump	8) <u>Auto Car</u> 9) Garbage		, > 15 Occupants	Hazard	Classification	1 1 12 USDD1   Carrier Number							
5) Liknown	10) Not Ap		er ·				4) Mexico			age			
		Vehicle I	nformatio	7			5) <u>N</u> one	e		<i>*</i>	6		of 6





### **TOP GUN COLLISION CENTER**

"AIM FOR THE BEST!"

970 BIBLE WAY, RENO, NV 89502
Phone: (775) 324-1919

FAX: (775) 786-9758

Workfile ID: Federal ID: Resale Number: License Number:

Estimator:

Create Date:

ce9d2496 88-0501589 1001408179-001 BD0000041998

### **Estimate**

RO Number:

Customer:

State of Nevada Dpt. Of Admin

2550 Terminal st Reno, NV 89502 (775) 688-1325 Insurance:

Adjuster:

Phone:

Claim: Loss Date:

Job Number:

Deductible:

Year: Make: Model:

2012 FORD

**FOCUS SE** 

Style: Color:

License:

4D SED

269XZJ

VIN:

1FAHP3F25CL367641

Mileage In:

13285

Billy Roedel

8/22/2014

Mileage Out: Vehicle Out:

		<del></del>					venicie	Jul	
Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Туре	Paint
1	E01		REAR DOOR			- 1770			
2	E01	Repair	LT Outer panel				0.5	Dod.	
3	E01	Remove/Install	LT Belt w'strip black				0.5	Body	2.1
4	E01	Remove/Install	LT Handle, outside black				0.2		
5	E01	Remove/Install	LT R&I trim panel					Body	
6	E01		QUARTER PANEL				0.5	Body	•
7	E01	Remove/Replace	LT Quarter panel	1	969.15	OEM '			
8	E01		Overlap Major Adj. Panel	*	303.13	OEM	18.0	Body	3.6
9	E01	Remove/Replace	LT Pressure vent	1	22.40	0514			(0.4)
10	E01	Remove/Replace	LT Splash shield	1 1		OEM		Body	
11	E01	Remove/Replace	Mud guard	_	91.42	OEM		Body	
12	E01	Remove/Install	LT Qtr glass Ford black molding	1	49.99	OEM		Body	
13	E01	Remove/Install	RT Qtr glass Ford black molding				0,0	Body	
14	E01	Repair	RT Quarter panel					Body	
15	E01		Overlap Major Adj. Panel				8.0	Body	2.3
16	E01		REAR BODY & FLOOR						(0.4)
17	E01	Remove/Replace	Liner						
18	E01	Remove/Replace	Rear body panel	1	99.99	OEM	0.0	Body	
19	E01	,,	Overlap Major Adj. Panel	1	198.48	OEM	0.0	Body	1.5
20	E01		Deduct for Overlap						(0.4)
21	E01	Remove/Replace	Inner panel (HSS)				(1.0)	Body	
22	E01	Remove/Replace	Rear floor pan	1	55.25	OEM	0-0	Body	8.0
	E01	rtomovo, rtopiace		_1	412.27	OEM	23.5	Body	2.8
		Remove/Replace	Overlap Minor Panel						(0.2)
		Remove/Replace	Rear panel trim	1	92.85	OEM	0.0	Body	,
	E01		RT Corner trim	1	65.13	OEM	0.0	Body	
	-01	Remove/Replace	LT Corner trim	1	65,13	OEM	0.0	Body	

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc ural Stru

### **Estimate**

RO	Numl	ber:						<del></del>	
			Vehicle: 2012 FORD FOCUS	SE 4D SED 4	-2.0L-FI				
27	E01	Remove/Replace	Floor cover w/full size spare						
28	E01	•	TRUNK LID	1	190.17	OEM	0.0	Body	
29	E01	Remove/Replace	Trunk lid w/o spoiler	•	500.00				
30	E01		Overlap Major Adj. Panel	1	593,20	OEM	1.9	Body	2.:
31	E01		Add for Underside(Complete)						(0.4
32	E01		Add for Clear Coat						1.3
33	E01	Remove/Replace	Weatherstrip	•	122 42				0.
34	E01	Remove/Replace	RT Hinge	1 1	123.42	OEM		Body	
35	E01	Remove/Replace	LT Hinge	1	118.57	OEM		Body	0.4
36	E01	Remove/Replace	Nameplate "FOCUS" to 12/15/12	1	112.22	OEM		Body	0.4
37	E01	Remove/Replace	Nameplate "SE"		25.13	OEM		Body	
38	E01	Remove/Replace	Molding panel w/o camera	1	12.10	OEM		Body	
39	E01		Overlap Minor Panel	1	116.07	OEM	0.3	Body	0.8
40	E01		. REAR LAMPS						(0.2
41	E01	Remove/Replace	RT Tail lamp assy	1	175 22	0514			
42	E01	Remove/Replace	LT Tail lamp assy	1	175.72	OEM		Body	
43	E01	Remove/Replace	RT Tail lamp assy to 2/03/13	1	175.30	OEM		Body	
14	E01	Remove/Replace	LT Tail lamp assy to 2/03/13		103.68	OEM		Body	
<del>1</del> 5	E01	Remove/Replace	High mount lamp	1	103.57	OEM		Body	
16	E01		REAR BUMPER	1	69.85	OEM	0.5	Body	
17	E01		O/H rear bumper						
8	E01	Remove/Replace	Bumper cover	1	372.45	0514		Body	
9	E01		Overlap Major Non-Adj. Panel	•	3/2.45	OEM	0.0	Body	2.8
0	E01		Deduct for Rear Bumper R&I						(0.2)
1	E01		Clear Coat				(1.1)	Body	
2	E01	Remove/Replace	Valance	1	146.27	004			2.5
3	E01	Remove/Replace	RT Valance brace	1	19.53	OEM		Body	
4	E01	Remove/Replace	LT Valance brace	1	19.53	OEM		Body	
5	E01	Remove/Replace	RT Valance retainer	1	1.07	OEM OEM	0.1	Body	
б	E01	Remove/Replace	LT Valance retainer	1	1.07	OEM			
7	E01	Remove/Replace	RT Reflector	1	57.08	OEM	0.0		
8	E01	Remove/Replace	LT Reflector	1	57.08	OEM		Body	
9	E01	Remove/Replace	Energy absorber	1	33.12	OEM		Body	
)	E01	Remove/Replace	Impact bar (BOR)	1	219.12	OEM		Body	
1	E01	Remove/Replace	RT Inner bracket	1	23.62	OEM		Body	
2	E01	Remove/Replace	LT Inner bracket	1.	23.62	OEM		Body	
3	E01	Remove/Replace	RT Outer bracket	1	29.48	OEM		Body	
ł	E01	Remove/Replace	LT Outer bracket	1	29.48	OEM		Body	
;	E01		MISCELLANEOUS OPERATIONS	_	237.10	OLI-I	0.2	Body	
5	E01		Restore Corrosion Protection	1	12.00	Other	د ۸	Pod.	
•	E01		Hazardous Waste	1	5.00	Other	V.3	Body	
}	E01		Flex Additive	1	6.00	Juka			

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Structural

8/25/2014 3:26:33 PM

### **Estimate**

RO	Number:					
		Vehicle: 2012 FORD FOO	CUS SE 4D SED 4-	2.0L-FI		
69	E01	Set Up & Measure Rack				
70	E01	Seam Sealer			•	2.0 Frame
71	E01	Cover Car	1	20.00	Other	
72.	E01	Spray Test Panel for Color Match	1	10.00	Other	
		Total Total				0.5 Body
	Estimate	Totals Discount & M				0.5 body

Ladinate Totals	Discount \$	Markup \$	Rate \$		
Parts		тинр ф	Rate \$	Total Hours	Total \$
Labor, Body			44		5,126.58
Labor, Refinish			48.00	58.8	2,822.40
Labor, Frame			48.00	21.5	1,032.00
Material, Paint			65.00	2.0	130.00
Subtotal		***			688.00
Sales Tax					9,798.98
Grand Total					0.00
Net Total					9,798.98
					9,798.98
		Estimate V	/ersion		
		Original			Total \$
		· · · · · · · · · · · · · · · · · · ·			9,798.98

Estimate Version	
	Total \$
Original	9,798.98
Insurance Total \$:	0.700.00
Received from Insurance \$:	9,798.98
	0.00
Balance due from Insurance \$:	9,798.98
Customer Total \$:	
Received from Customer \$:	0.00
	0.00
Balance due from Customer \$:	0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struct = Structural R/25/2014 3-26-33 PM



Close Window

8/26/2014

2012 Ford Focus-4 Cyl.

Sedan 4D SE

## **NADAguides.com** Price Report

Rough Average Clean Trade-In Trade-In Trade-In	Clean
irade-In	letail
base Price \$9,425 \$10,500 \$11,375	
Mileage: (14,000) miles	3,675
	l,325
10tal base Price \$10,750 \$11,925	·
Options: \$11,825 \$12,700 \$1	5,000
Cruise Control	
\$150 \$150 \$150	A
PRICE with Ontions \$10 000 611 075 648 678	\$175

PRICE with Options \$10,900 \$11,975 \$12,850 \$15,175

The history of a vehicle impacts its value

Get the history at AutoCheck.com/NADAguides



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VENDOR NO .: 73326 NAME: SMDA OF NEVADA/DEPT OF ADMIN. INVOICE REFERENCE INV. DATE 73326 INV. AMOUNT DISCOUNT ADJ. AMT. AMT. PAID 367641 12 FORD 09/05/14 2000.00 0.00 0.00 2000.00 2014 SEP -9 (Acct: 10133-300) Check Date = 09/05/14 Total = **†\*\*2,000.00** religioux con arax senoriginal dodument. Phintedion chemical reactives paper. With imicad printed borderi

SPARKS AUTO WRECKING, LLC. RENO AUTO WRECKING, INC. ADMINISTRATIVE OFFICE GENERAL ACCOUNT 1345 AIRMOTIVE WAY RENO, NV 89502 (775) 825-0811

1401 S. Virginia Street P.O. Box 11920 Reno, Nevada 89510

73326

0

73326

94-181/1212

\*\*\*Two Thousand & No/100 Dollars

DATE

1040005447#

**AMOUNT** 

PAY TO THE ORDER OF:

STATE OF NEVADA/DEPT OF ADMIN.

FLEET SVS DIV.-RENO

09/05/14 \*\*2,000.00

AND THE PROPERTY OF THE PROPER

"O73326" "121201814"



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 12, 2014

To:

Julia Teska, Clerk of the Board

Department of Administration

From:

John Borrowman, 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.

### THE OFFICE OF THE MILITARY

### Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Office of the Military requests approval to purchase a specialty vehicle for \$62,623 to replace an aging vehicle used to install, maintain, and improve electronic security systems in Nevada National Guard facilities.

### **Additional Information:**

This request was not included in the SFY14-15 agency request or legislatively approved budget due to insufficient federal funding assurances. The National Guard Bureau (NGB) is reviewing the expenditures across all states and assessing where unspent funds exist and reallocate to worthwhile requests that were previously unfunded. As a result NGB's review, Nevada was authorized for replacement of this vehicle with assurance for additional federal funding. The agency has sufficient SFY15 authority for this unbudgeted purchase but may need to process a work program later in the year to reconcile authority once the FFY15 NOGA is received from the NGB.

### **Statutory Authority:**

BOE approval required pursuant to NRS 334.010.

REVIEWED; Ab	-
ACTION ITEM:	



### SEP 0 3 2014

Board of Examiners Request for Approval to Purchase a OFFICE OF THE DIRECTION Vehicle Pursuant to NRS 334.010

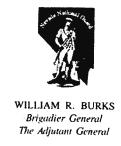
Larry B. ( )	
Agency Name: Military Department	Budget Account #: 3650
Contact Name: Major Douglas McEldowney	Telephone Number: 775-884-8459
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all	
new and used vehicles. Please provide the following information:	
Number of vehicles requested: 1 Amount of the request: \$62,623.00	
Is the requested vehicle(s) new or used: New	
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:	
Cargo van with telescopic aerial device	
Mission of the requested vehicle(s):	
Maintain, install and improve electronic security systems for Nevada Army National Guard facilities.	
Were funds legislatively approved for the request?	If yes, please provide the decision unit number:
☐ Yes ■ No	If no, please explain how the vehicles will be funded?
	Electronic Security funds are 100% Federal
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):	
Addition(s) Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to	
SAM 1308? If not, please explain.	
No. Not a passenger sedan of compact or intermediate size.	
Please Complete for Replacement Vehicles Only:	
(For type of vehicle, i.e., compact sedan, intermediate	Does this request meet the replacement schedule criteria
sedan, SUV, pick up, etc.)	pursuant to SAM 1309? If no, explain why the vehicle
, , F	is being replaced.
Current Vehicle Information:	
Vehicle #1 Model Year: 2007	Yes.
Odometer Reading: 97,500	
Type of Vehicle: Cargo van	
	If the replacement vehicle is an upgrade to the existing
Vehicle #2 Model Year:	vehicle, explain the need for the upgrade.
Odometer Reading:	
Type of Vehicle:	
Please attach an additional sheet if necessary	
APPOINTING AUTHORITY APPROVAL:	
ALL ON THING NOT HOUSE AT ROYAL.	
2 2 1	
Cilil BO	11 9/3/19
Agency Appointing Authority Title	Date
BOARD OF EXAMINERS' APPROVAL:	
Approved for Purchase Not Approved for Purchase	
Board of Examiners Date	
Board of Examiners Date	;

### STATE OF NEVADA OFFICE OF THE MILITARY



-NSP1 Res 1 11

Office of the Adjutant General 2460 Fairview Drive Carson City, Nevada 89701-6807



John Borrowman
Department of Administration - Budget Division

Re: Request for Unfunded New Vehicle

- 1. Indicate how the agency will fund the purchase of the vehicle if authorized in SFY15.
  - The Master Cooperative Agreement received an \$80K (federal) one time plus up in FFY14. The purchase of a replacement vehicle will come from this unfunded requirement federal plus up.
- 2. Indicate if the agency discussed the request with Fleet Services to lease rather than the agency purchase and the outcome of that discussion.
  - Office of the Military personnel discussed the request with Fleet Services personnel. Recommendation from Fleet Services (Mr. Keith Wells) was to purchase the vehicle
- 3. Given this is initiated due to a very predictable age and mileage condition with predictable mechanical problems and not due to an unpredictable catastrophic event such as an accident, indicate why replacing this vehicle with federal funds was not included in the agency's SFY14-15 budget request for legislative approval.
  - Requests for federal funding were submitted for several years but never received for vehicle replacement. The ability to fund the replacement of the vehicle was due to an irregular increase in funding from NGB.
- 4. Indicate why this request is not in the SFY16-17 agency request for legislative approval and cannot be added now for purchase authorization in June with expenditures hitting in July.
  - The funds will expire and need to be returned to NGB prior to the start of SFY16-17.
- 5. Finally, indicate if other vehicles within the agency similarly meet the replacement criteria but have not been included in the agency's SFY16-17 agency request.
  - There are no vehicles within the Office of the Military that meet the replacement criteria.

7 August 7, 2014

#### **MEMORANDUM**

RECEIVED AUG 0 7 208

To: Lisa Lucas

From: William Kapczynski

Subject: RXQ

Please purchase the following vehicle for Electronic Security. Our current vehicle is starting to have maintenance problems and is at the end of its life cycle.

Please make sure it has the following options:

Storage bins Air conditioning Am/Fm radio Cruise control (if available)

> Vendor# PURODO3420A needs to be re-established inactive since 2006

Attachment

Cargo van 07092

Electronic Security 2015 54539

lifts, platform, telescoping + laterally powered + incl. capstans? +



Opportunity Number: BUDGET Quotation Number:

BUDGET GSA Contract #: GS-30F-1028G

Date: 6/30/2014

**Quoted for: Nevada National Guard** Customer Contact: William Kapczynski

Phone: 775-887-7886 /Fax: /Email: william.j.kapczynski.mil@mail.mil

Altec Account Manager: Bryan Nalette bryan.nalette@altec.com (707)344-8991

REI	FERENCE ALTEC MODEL		
	AT200AV		\$61,525
		Per GSA Specifications in GSA Catalog plus Options below	
(A.) <u>G</u>	SA OPTIONS ON CONTRA	CT (Unit)	
1	AT200A-EDC	Secondary Stowage System	\$1,098
(A1.) <u>G</u>	SA OPTIONS ON CONTRAC	CT (General)	
#			
		GSA OPTIONS TOTAL:	\$62,623

(B.) OPEN MARKET ITEMS

7=-/	+		
1	UNIT		
2	<b>UNIT &amp; HYDRAULIC ACC</b>		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		i i
7	CHASSIS		
8	OTHER		1
9	DELIVERY	To Carson, Nevada	Included

**OPEN MARKET ITEMS TOTAL:** 

FY14 TOTAL FOR UNIT/BODY/CHASSIS: \$62.623 **Budget Adjustment:** 

FY15 BUDGET TOTAL FOR UNIT/BODY/CHASSIS:

(C.)	ADDITIONAL ITEMS (items are not included in total above)						

#### \*\*Pricing valid for 45 days\*\* **NOTES**

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 270-330 days ARO, FOB Customer Location

TERMS: Net 30 days

FET TAX: If chassis over 33K GVWR, a 12 % FET may be applied

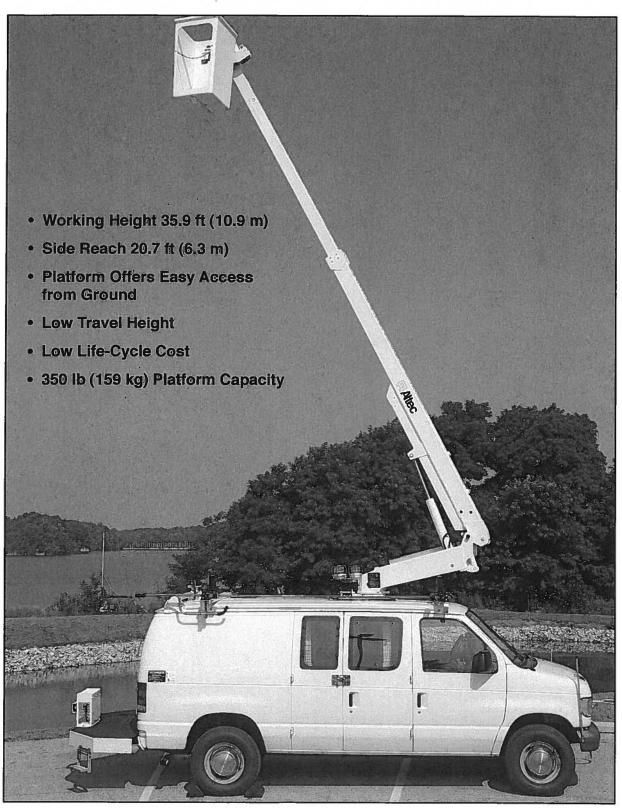
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equiptment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: To be determined at time of award.



# Altec AT200AV Telescopic Aerial Device





# Altec AT200AV Specifications

#### STANDARD FEATURES

- Two-Stage Telescopic Non-Insulated Aerial Device
- Hydraulically Extended Boom
- 370° Non-continuous Rotation
- Side-Mounted Gravity Leveled Crawl Thru Platform 24 x 24 x 42 in (610 x 610 x 1067 mm)
- Platform Capacity 350 lb (159 kg)
- Engine Start/Stop at Upper and Lower Controls
- 120 VAC Circuit in Boom With Outlets at the Platform
- Open Center Hydraulic System

#### **RECOMMENDED FEATURES**

Fall Protection System

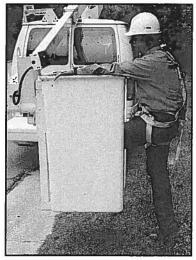
Wheel Chocks

#### **GENERAL SPECIFICATIONS**

Ground to Bottom of Platform*	30.9 ft	9.4 m		
Working Height	35.9 ft	10.9 m		
Stowed Travel Height	9.8 ft	2.98 m		
Platform Capacity	350 lb	159 kg		
Boom Articulation -13.5° to 80°				
Rotation	370° Non-c	370° Non-continuous		
Weight of Unit	1610 lb	730 kg		
Side Reach	20.7 ft	6.3 m		

<sup>\*</sup>Based on 40 inch (1016 mm) Chassis Frame Height

Altec Aerial Devices meet or exceed all applicable ANSI Standards as of the date of manufacture. Altec reserves the right to improve models and change specifications without notice or obligation.

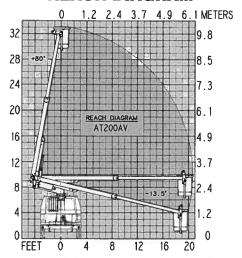


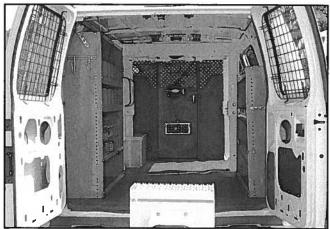
Easy Platform Access from the Ground

#### **OPTIONS**

- Rectangular Walk-In Platform with Door
- · Positive or Hydraulic Leveling
- Two Speed Controls
- · Choice of Reservoirs: Bed-Mounted or Pedestal-Mounted
- · Airline to Platform
- Interior Bridgemount Pedestal
- Canopy and Curtain Assembly
- Diagnostic Pressure Test Kit
- Emergency Operating System
- Emergency Lowering System
- Heater for Platform
- Seat for Platform
- · Tool Pouches and Trays

#### **REACH DIAGRAM**





Optional Bridgemount Pedestal

Altec Sales and Service

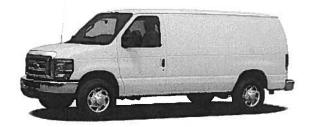


Manufacturing and Service Facilities Located
Throughout the United States and Canada
www.altec.com

#### Altec Industries, Inc.

Post Office Box 10264
Birmingham, Alabama 35202
Phone 205/991-7733
Fax 205/991-9993
1-800-958-2555
sales@altec.com

# Your Dealership Name Here Presents...



# The 2012 Ford E-350 Super Duty Commercial Cargo Van



Prepared For:

Prepared By: Administrator

Prepared On: August 23, 2011

Prepared By:

Administrator Your Dealership Name Here Alabama



# Vehicle Profile

### 2012 Ford E-350 Super Duty

Cargo Van Commercial (E3E)

#### **Powertrain**

Triton 5.4L V-8 SOHC SMPI 16 valve flexible recommended fuel engine \* 225 amp HD alternator \* 650 amp 72 amp hours (Ah) HD battery \* Engine oil cooler, transmission oil cooler \* 4-speed electronic automatic transmission with overdrive, lock-up \* Rear-wheel drive \* ABS & driveline traction control \* 3.73 axle ratio \* Stainless steel exhaust

#### Steering and Suspension

Hydraulic power-assist re-circulating ball steering \* 4-wheel disc brakes with front vented discs \* Stability control with anti-roll control \* Twin I-Beam independent front suspension \* Front anti-roll bar \* Front coil springs \* HD front shocks \* Rigid rear axle \* Rear leaf suspension \* Rear leaf springs \* HD rear shocks \* Front and rear 16.0" x 7.00" steel wheels with full wheel covers \* LT245/75SR16.0 BSW AS front and rear tires \* Underbody w/crankdown mounted full-size steel spare wheel

#### Safety

4-wheel anti-lock braking system \* Center high mounted stop light \* Dual airbags \* Front height adjustable seatbelts with front pre-tensioners

#### **Comfort and Convenience**

Air conditioning \* AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna \* Manual tailgate/rear door lock \* 3 12V DC power outlets, front lighter element(s) location \* Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, trip odometer \* Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, service interval, brake fluid, low tire pressure \* Steering wheel with tilt adjustment \* Manual front windows vented rear windows with light tint \* Variable intermittent front windshield wipers, sun visor strip \* Day-night rearview mirror \* Interior lights include dome light \* Engine cover console with storage, glove box, front cupholder, dashboard storage \* Vinyl/rubber cargo floor, cargo light, cargo storage chests/racks/shelves \* Upfitter switches

#### Seating and Interior

Seating capacity of 2 \* Bucket front seats with fixed head restraints, driver and passenger armrests \* 4-way adjustable driver seat \* 4-way adjustable passenger seat \* Vinyl faced front seats with vinyl back material \* Front vinyl headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob

#### **Exterior Features**

Side impact beams, front license plate bracket, fully galvanized steel body material \* Black side window moldings, black front windshield molding \* Black door handles \* Black grille \* 3 doors with sliding rear passenger's side door split swing-out rear cargo door \* Driver and passenger manual black convex spotter folding outside mirrors \* Front and rear colored bumpers \* Sealed beam halogen headlamps \* Clearcoat monotone paint

#### Warranty

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

# Vehicle Profile Continued

Prepared By:

Administrator

Dealership: Your Dealership Name Here

Warranty	(Continu	ed)
----------	----------	-----

36 month/36,000 miles Powertrain ..... Basic ..... 60 month/60,000 miles Corrosion Perforation ..... 60 month/unlimited mileage Roadside Assistance ..... 60 month/60,000 miles

IIIMA	SCIONC	20012	ハつへけしへの
Dillici	isiulis.		pacities

Dimensions and Capacities			
Output	255 hp @ 4,500 rpm	Torque	350 lbft. @ 2,500 rpm
1st gear ratio	2.840	2nd gear ratio	1.550
3rd gear ratio	1.000	4th gear ratio	0.700
Reverse gear ratio	2.320	City/hwy	12 mpg/15 mpg
Curb weight	5,482 lbs.	GVWR	
Front GAWR	4,600 lbs.	Rear GAWR Weight	5,400 lbs.
Payload		Front curb weight	
Rear curb weight		Front axle capacity	
Rear axle capacity		Front spring rating	
Rear spring rating		Front tire/wheel capacity	
Rear tire/wheel capacity		Towing capacity	
Front legroom		Front headroom	
Front hiproom		Front shoulder room	
Length		Body width	
Body height			138.0 "
Axle to end of frame			
Rear tread		Turning radius	
Fuel tank		Interior cargo volume	
Interior maximum cargo volume			

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

#### Prepared By:

Administrator Your Dealership Name Here Alabama



# Standard Equipment

#### 2012 Ford E-350 Super Duty

Cargo Van Commercial (E3E)

#### Powertrain

Triton 5.4L V-8 SOHC SMPI 16 valve flexible recommended fuel engine \* 120 amp alternator \* 650 amp 72 amp hours (Ah) HD battery \* Engine oil cooler, transmission oil cooler \* 4-speed electronic automatic transmission with overdrive, lock-up \* Rear-wheel drive \* ABS & driveline traction control \* 3.73 axle ratio \* Stainless steel exhaust

#### Steering and Suspension

Hydraulic power-assist re-circulating ball steering \* 4-wheel disc brakes with front vented discs \* Stability control with anti-roll control \* Twin I-Beam independent front suspension \* Front anti-roll bar \* Front coil springs \* HD front shocks \* Rigid rear axle \* Rear leaf suspension \* Rear leaf springs \* HD rear shocks \* Front and rear 16.0" x 7.00" steel wheels with full wheel covers \* LT245/75SR16.0 BSW AS front and rear tires \* Underbody w/crankdown mounted full-size steel spare wheel

#### Safety

4-wheel anti-lock braking system \* Center high mounted stop light \* Dual airbags \* Front height adjustable seatbelts with front pre-tensioners

#### **Comfort and Convenience**

Air conditioning \* AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna \* Manual tailgate/rear door lock \* 3 12V DC power outlets, front lighter element(s) location \* Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, trip odometer \* Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, service interval, brake fluid, low tire pressure \* Steering wheel with tilt adjustment \* Manual front windows with light tint \* Variable intermittent front windshield wipers, sun visor strip \* Interior lights include dome light \* Engine cover console with storage, glove box, front cupholder, dashboard storage \* Cargo light

#### Seating and Interior

Seating capacity of 2 \* Bucket front seats with fixed head restraints, driver and passenger armrests \* 4-way adjustable driver seat \* 4-way adjustable passenger seat \* Vinyl faced front seats with vinyl back material \* Front vinyl headliner, front vinyl/rubber floor covering, plastic/rubber gear shift knob

#### **Exterior Features**

Side impact beams, fully galvanized steel body material \* Black side window moldings, black front windshield molding \* Black door handles \* Black grille \* 3 doors with split swing-out rear passenger's side door split swing-out rear cargo door \* Driver and passenger manual black convex spotter folding manual extendable trailer outside mirrors \* Front and rear black bumpers \* Sealed beam halogen headlamps \* Clearcoat monotone paint

#### Warranty

Basic

36 month/36,000 miles Powertrain

60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

Printed on August 23, 2011 at 10:18

Price Level: 215

QuoteID: 12034

### Standard Equipment Continued

Warranty (Continued)

Prepared By:

Administrator

Dealership:

Your Dealership Name Here

Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles	
Dimensions and Capac	cities			
Output	255 hp @ 4,500 rpm	Torque	350 lbft. @ 2,500 rpm	
1st gear ratio	2.840	2nd gear ratio	1.550	
3rd gear ratio	1.000	4th gear ratio	0.700	
Reverse gear ratio	2.320	City/hwy	12 mpg/15 mpg	
Curb weight	5,415 lbs.	GVWR	9,500 lbs.	
Front GAWR Weight	3,900 lbs.	Rear GAWR Weight	6,084 lbs.	
Payload	4,060 lbs.	Front curb weight	2,975 lbs.	
Rear curb weight	2,413 lbs.	Front axle capacity	5,000 lbs.	
Rear axle capacity	6,340 lbs.	Front spring rating	3,900 lbs.	

Rear spring rating 6,084 lbs. Front tire/wheel capacity 4,600 lbs. Rear tire/wheel capacity 6,084 lbs. Towing capacity 7,400 lbs. Front legroom 40.0" Front headroom 42.0 " Front hiproom 65.6 " Front shoulder room 68.1" 216.7 " Length Body width 79.4" 83.7 " Body height Wheelbase 138.0 " Axle to end of frame 43.8 " Front tread 69.4 " Rear tread 66.6 " Turning radius 24.3 ' Fuel tank 33.0 gal. Interior cargo volume

237.8 cu.ft.

Interior maximum cargo

volume

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

237.8 cu.ft.

Prepared By:

Administrator Your Dealership Name Here

Alabama



# Selected Options

...

# 2012 Ford E-350 Super Duty

Cargo Van Commercial (E3E)

**Vehicle Snapshot** 

Engine: 5.4L EFI V8 FFV Capable

Transmission: 4-Speed Automatic w/OD

Rear Axle Ratio: 3.73

GVWR: 9,500 lb Payload Package

Code	Description	Class
E3E	Base Vehicle Price (E3E)	STD
Packages		
760A	Order Code 760A (99L) Engine: 5.4L EFI V8 FFV Capable; (44Q) Transmission: 4-Speed Automatic w/OD; (X34) 3.73 Axle Ratio; (20N) GVWR: 9,500 lb Payload Package; (T38) Tires: LT245/75R16E BSW AS: Spare tire is same as road tire.; (STDWL) Wheels: 16" x 7" Steel; (211) Dual Bucket Seats; (A) Vinyl Buckets; (587) Radio: ETR AM/FM Stereo w/Digital Clock: Includes audio input jack and 2-speakers.	ОРТ
Emissions		
425	50-State Emissions System	OPT
Powertrain		
99L	Engine: 5.4L EFI V8 FFV Capable Torque: 350 ft.lbs. @ 2500 rpm.	INC
44Q	Transmission: 4-Speed Automatic w/OD	INC
X34	3.73 Axle Ratio	INC
20N	GVWR: 9,500 lb Payload Package	INC
Wheels & Tires	S	
T38	Tires: LT245/75R16E BSW AS Spare tire is same as road tire.	INC
STDWL	Wheels: 16" x 7" Steel 16" Sport Wheel Covers: Over steel wheels.	INC
Conta 9 Cont T	*****	

Seats & Seat Trim

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

# Selected Options Continued

Prepared By: Dealership:

Administrator

Your Dealership Name Here

	Dealership: Your Dealership Name Here	
Code	Description	Class
211	Dual Bucket Seats	INC
Α	Vinyl Buckets	INC
Other Options		
PAINT	Monotone Paint Application	STD
138WB	138" Wheelbase	STD
945	Auxiliary Fuel Port  Located on the fuel tank, offers entry point access to fuel tank for specialized diesel or gas powered equipment such as a power generator, diesel powered wheelchair lift etc.	OPT
63N	Extra Heavy-Duty 225-Amps Alternator	OPT
153	License Plate Bracket Required and generated in states issuing 2 license plates.	OPT
54G	LH/RH Manual Flat Glass Aerotype Exterior Mirrors Includes manual adjust convex spotter mirror.	OPT
60S	Sliding Side Cargo Door Does not include glass.	OPT
52S	User-Defined Switches Includes 4 upfitter switches on the instrument panel.	OPT
587	Radio: ETR AM/FM Stereo w/Digital Clock Includes audio input jack and 2-speakers.	INC
163	Vinyl Rear Floor Covering	OPT
178	Flip Out Side/Fixed Rear Cargo Door Glass Inside Rearview Mirror	OPT
86A	Aerial Bucket Truck Suspension Package 4,600 lb Maximum Front GAWR: NOTE 1: May result in deterioration of ride quality. NOTE 2: Available to authorized body companies and qualified fleet customers only. Requires Modified Vehicle Engineering (MVE) approval - call 1-800-34-FLEET, pick #2. See supplemental reference for details. Includes 7810 lbs 9-leaf rear springs. Rear GAWR reduced to 5400 lbs (70 psi rear tire pressure).	OPT
47Z	Ambulance Prep Package Not Required REQUIRED on all orders not destined for ambulance use.	OPT
53S	Modified Vehicle Wiring System (No Kit) Includes under hood powertrain circuit tap-ins, including power takeoff functions and vehicle speed output.	OPT
40D	Quiet Flex Composite Racks & Bins Package Fully installed. Includes dual, driver-side, 3-shelf modules (46" x 37" x 16") with dividers and hardboard back panel, single passenger-side 2-shelf module (46" x 37" x 16") with lower locking storage door, removable 2-drawer toolbox, dividers, triple-hook bar and hardboard back panel. Shelves are constructed of high density composite material and ends are constructed of steel with scratch-resistant finish, composite snap-on shelf dividers (12 total) and composite bulkhead with lockable door and 4" of seat recline for the driver-side seat.	ОРТ
Fleet Options		
672	<b>4,200 lb Maximum Front GAWR</b> NOTE 1: May result in deterioration of ride quality. NOTE 2: Available to authorized body companies and qualified fleet customers only. Requires Modified Vehicle Engineering (MVE) approval - call 1-800-34-FLEET, pick	INC

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT052091018/1/2011

# Selected Options Continued

Prepared By:

Administrator

Dealership:

Your Dealership Name Here

Description	Class
#2. See supplemental reference for details. REQUIRES fleet with valid FIN.	
White Painted Bumper (LPO) REQUIRES fleet with valid FIN.	OPT
rs For : Primary w/Commercial Van	
Medium Flint	OPT
rs For : Primary w/Commercial Van	
Oxford White	ОРТ
tal	
	#2. See supplemental reference for details. REQUIRES fleet with valid FIN.  White Painted Bumper (LPO) REQUIRES fleet with valid FIN.  S For: Primary w/Commercial Van  Medium Flint rs For: Primary w/Commercial Van  Oxford White

**Vehicle Subtotal (including Destination)** 

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

#### Prepared By:

Administrator Your Dealership Name Here Alabama



# Quotation

# 2012 Ford E-350 Super Duty

Cargo Van Commercial (E3E)

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**Engine:** 5.4L EFI V8 FFV Capable **Transmission:** 4-Speed Automatic w/OD

Rear Axle Ratio: 3.73

GVWR: 9,500 lb Payload Package

Description	<u> </u>
Vehicle Price (excluding option discounts)	
Vehicle Subtotal	
Option Credits	
Dealer	
Discount	
Dealer Holdback	
Other (Discount)Margin	
Incentives	
Total Other Items	
Net Selling Price	
Destination	
Total Quote	
TOTAL	

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

**Customer Signature** 

**Acceptance Date** 



**Description** 

#### Prepared By:

Administrator Your Dealership Name Here Alabama



# **Dimensions & Capacities**

# 2012 Ford E-350 Super Duty

Cargo Van Commercial (E3E) Value

Dimensions and Capacities	
Output	255 hp @ 4,500 rpm
Torque	
1st gear ratio	
2nd gear ratio	1.550
3rd gear ratio	1.000
4th gear ratio	
Reverse gear ratio	2.320
City/hwy	12 mpg/15 mpg
Curb weight	5,482 lbs.
GVWR	
Rear GAWR Weight	5,400 lbs.
Payload	
Front curb weight	
Rear curb weight	
Front axle capacity	
Rear axle capacity	
Front spring rating	
Rear spring rating	
Front tire/wheel capacity	
Rear tire/wheel capacity	
Towing capacity	
Front legroom	40.0 "
Front headroom	
Front hiproom	
Front shoulder room	
Length	
Body width	
Body height	
Wheelbase	
Axle to end of frame	
Front tread	
Rear tread	
Turning radius	
Fuel tank	

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

Printed on August 23, 2011 at 10:18
Price Level: 215 QuotelD: 12034

# Dimensions & Capacities Continued Prepared By:

Dealership:

Administrator

Your Dealership Name Here

Description

Value

Dimensions and Capacities	
Interior cargo volume	237.8 cu.ft.
Interior maximum cargo volume	237.8 cu.ft.

#### Prepared By:

Administrator Your Dealership Name Here Alabama



# Warranty

**Description** 

# 2012 Ford E-350 Super Duty

Cargo Van Commercial (E3E)
Months/Distance

Basic	36 month/36,000 miles
Powertrain	
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

QuoteID: 12034

#### Prepared By:

Administrator Your Dealership Name Here Alabama



# Performance Tests

## 2012 Ford E-350 Super Duty

Cargo Van Commercial (E3E)

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.

#### **Gross Vehicle Weight**

Number of occupants:	2
Weight of passengers:	300.00 lbs
Cargo length:	0 Inches
Cargo width:	0 Inches
Cargo height:	0 Inches
Cargo weight:	0 lbs
Weight of hitch:	0 lbs
Tongue weight:	0 lbs
Payload weight:	300.00 lbs
Curb Weight:	5,454.00 lbs
Gross Vehicle Weight:	5,754.00 lbs
Gross vehicle weight rating:	9,500.00 lbs
GVW vs. GVWR:	5,754.00 lbs<9,500.00 lbs

#### **Gross Combined Weight**

Trailer Type:	None
Weight of trailer:	0 lbs
Weight of trailer cargo:	0 lbs
Total weight of trailer:	0 lbs
Type of hitch:	None
Hitch Factor:	%
Hitch weight	0 lbs
Tongue weight:	0 lbs
Gross Vehicle Weight:	5,754.00 lbs
Adjusted gross vehicle weight:	5,754.00 lbs
Gross Combined Weight:	5,754.00 lbs
Gross combined weight rating:	13,000.00 lbs
GCW vs. GCWR:	5,754.00 lbs<13,000.00 lbs
Mainha	

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011

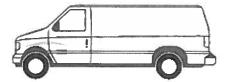
Printed on August 23, 2011 at 10:18
Price Level: 215 QuoteID: 12034

# Performance Tests Continued

Prepared By: Dealership:

Administrator

Your Dealership Name Here



Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209101 8/1/2011



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 16, 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 - \$83,500

The department requests settlement approval in the amount of \$83,500 to resolve an eminent domain action to acquire a permanent highway easement over unimproved real property owned by the City of Los Angeles and located in Henderson. NDOT is acquiring the easement for the purpose of constructing the Boulder City Bypass Project. NDOT previously deposited \$260,000 with the Court for the appraised value of the property in order to obtain occupancy. NDOT now requests an additional \$83,500 to resolve the action. Approval of the additional amount of \$83,500 would bring the total to \$343,500.

#### Additional Information:

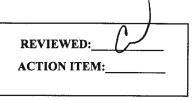
NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. If the board approves the settlement, NDOT will pay the agreed-upon balance and have the Court enter a Stipulated Settlement Order, a Final Judgment, and a Final Order of Condemnation conveying the easement to NDOT, 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





#### STATE OF NEVADA

#### OFFICE OF THE ATTORNEY GENERAL

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

CATHERINE CORTEZ MASTO
Altorney General

KEITH G. MUNRO Assistant Attorney General

THOM GOVER
Acting Chief of Stell

MEMORANDUM

RECEIVED

SEP 10 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVIBION

DATE:

September 8, 2014

TO:

Board of Examiners

Governor Brian Sandoval

Attorney General Catherine Cortez Masto

Secretary of State Ross Miller

FROM:

Rudy Malfabon, Director, Nevada Department of Transportation

Dennis Gallagher, Chief Deputy Attorney General 12

Amanda Kern, Deputy Attorney General /

SUBJECT:

Proposed Settlement of an Eminent Domain Action,

State of Nevada v. City of Los Angeles, et al., Eighth Judicial District Court Case No. A-687717

#### SUMMARY

NDOT filed the above-referenced eminent domain action in 2013 to acquire a permanent highway easement over unimproved real property owned by the City of Los Angeles and located in Henderson. NDOT is acquiring the easement for the purpose of constructing the Boulder City Bypass Project.

NDOT requests settlement approval in the total amount of \$343,500 to resolve the action and acquire the easement. NDOT previously deposited with the Court \$260,000, its April 2013 appraised amount of just compensation, in order to obtain occupancy. Thus, NDOT now requests an additional \$83,500 to resolve the action.

Board of Examiners
Proposed Settlement of an Eminent Domain Action Filed By NDOT
State of Nevada v. City of Los Angeles, et al., Case No. A-687717
Page 2

#### THE PROPERTY AND THE EASEMENT

The property through which NDOT is acquiring a permanent highway easement is a 2.5 acre triangular parcel of unimproved real property located along the southern side of Dawson Avenue Access Road, between Boulder Highway and the Union Pacific Railroad Henderson Spur (the "Property"). NDOT is acquiring the easement in a .62 acre strip of the Property (the "Easement"). NDOT needs the Easement for a portion of the frontage road it is building as part of the Boulder City Bypass Project. The Easement will split the Property, leaving two remnant parcels: a .23 acre remnant along the eastern side of the frontage road, and a 1.70 acre remnant along the western side of the frontage road. The Property and the Easement are depicted on the attached aerial photographs.

The City of Los Angeles, acting by and through its Department of Water and Power, and as managing agent of the Intermountain Power Agency ("IPA"), owns the Property (the "City"). It has owned the Property since 1982 for the purpose of construction of a potential future power line project by the IPA, owner of the Intermountain Power Project, which supplies power to Utah and Southern California.

#### THE ACTION

On August 29, 2013, NDOT filed a complaint against the City to acquire the Easement for the frontage road (the "Action"). NDOT obtained occupancy of the Easement on October 1, 2013, and thereafter deposited with the Court \$260,000, the amount of NDOT's April 2013 appraisal. The applicable date of value used to determine just compensation for trial, however, was September 4, 2013, the date of service of the first summons in the Action. NRS 37.120(1).

Subsequently, NDOT's expert appraiser, Tio DiFederico, MAI, used the sales comparable approach to value the Property and the Easement and concluded that just compensation was \$300,000 as of September 2013. He valued the Easement at \$120,000 and assessed severance damages to the remainder of the Property at \$180,000, then added those figures together to reach the total just compensation figure.

The City's expert appraiser, Keith Harper, MAI, also used the sales comparable approach and concluded that just compensation was \$387,000 as of September 2013. His opinion of the value of the Easement was \$187,170, and his opinion of the severance damages and cost to cure the remainder of the Property was \$199,810. He then rounded up his total just compensation figure to \$387,000.

The primary reason for the difference in the appraisers' conclusions of value was the impact to the Property each attributed to an existing overhead transmission line easement by the Western Area Power Administration that encumbers the Property. NDOT's appraiser generally made greater downward adjustments to his comparables for that easement than did the City's appraiser.

Board of Examiners Proposed Settlement of an Eminent Domain Action Filed By NDOT State of Nevada v. City of Los Angeles, et al., Case No. A-687717 Page 3

The trial of this matter is scheduled to begin May 16, 2015. If this matter does not settle, and the City prevails at trial, it could be awarded up to \$387,000, plus prejudgment interest and its reasonable costs, which NDOT must pay per the requirements of NRS 37.120(3) and Nevada Constitution Art. I, Sec. 22(4)(PISTOL Amendment).

All other Defendants filed disclaimers of interest in the Property shortly after the Action was filed. The IPP Coordinating Committee and IPA Board of Directors approved the current settlement proposal at their meeting on August 12, 2014.

#### POINTS THAT FAVOR SETTLEMENT

NDOT's total potential exposure at trial exceeds \$400,000, and proceeding to trial would cost the State additional amounts in legal fees and costs. Even if NDOT prevails at trial, with a jury verdict of \$300,000, it would end up paying more than the current settlement figure when prejudgment interest, costs, and NDOT's own legal fees and costs are added to the verdict. Thus, settlement now at \$343,500 is highly 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 the remaining amount of \$83,500 (\$343,500 minus \$260,000 already deposited with the Court). If the Board approves the settlement, NDOT will pay the agreed-upon balance and have the Court enter a Stipulated Settlement Order, a Final Judgment, and a Final Order of Condemnation conveying the Easement to NDOT, resolving this Action in its entirety as among all parties, inclusive of all attorney's fees, costs and interest.

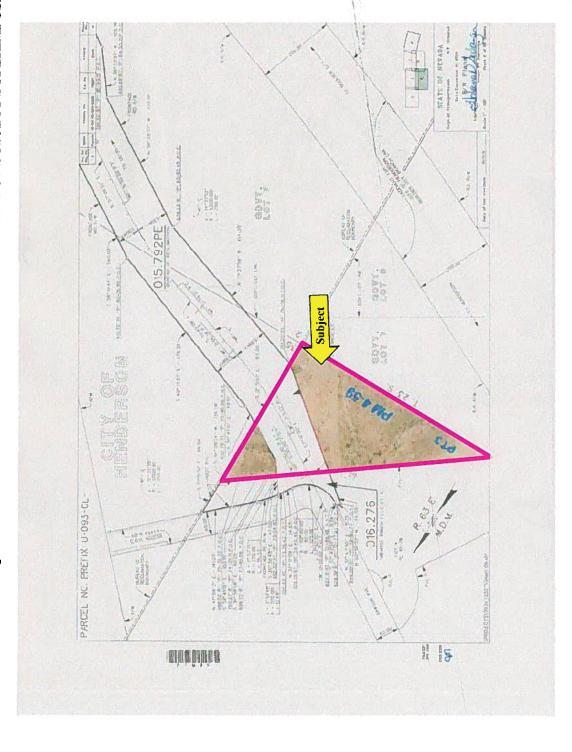
#### **FISCAL NOTE STATEMENT**

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



ASSESSOR'S AERIAL PHOTOGRAPH OF THE SITE AND SURROUNDING AREA

DIAGRAM OF THE AREA TO BE ACQUIRED FOR PERMANENT EASEMENT WITH AERIAL OF SUBJECT SUPERIMPOSED





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 16, 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 - \$716,600

The department requests settlement approval in the amount of \$716,600 to resolve an eminent domain action to acquire unimproved real property owned by Carrie L. Jenkins and located at the corner of Martin Luther King Boulevard and Alta Drive in Las Vegas. The Subject Property is for the purpose of constructing Project NEON. NDOT previously deposited \$883,400 with the Court for the appraised value of the property in order to obtain occupancy. NDOT now requests an additional \$716,600 to resolve the action. Approval of the additional amount of \$716,600 would bring the total to \$1,600,000.

#### Additional Information:

NDOT has considered the benefits of settlement and has made the decision that settlement is reasonable, prudent, and in the public interest. If the board approves the settlement, NDOT will pay the agreed-upon balance and have the Court enter a Judgment and final Order of Condemnation transferring ownership of the property to NDOT, 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:\_\_\_\_\_



#### 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 State

MEMORANDUM

RECEIVED

DATE:

September 8, 2014

SEP 10 2014

TO:

**Board of Examiners** 

Governor Brian Sandoval

Attorney General Catherine Cortez Masto

Secretary of State Ross Miller

DEPARTMENT OF ADM. NISTRATION OFFICE OF THE DIRECTOR BUDGET DIVISION

FROM:

Rudy Malfabon, Director, Nevada Department of Transportation

Dennis Gallagher, Chief Deputy Attorney General

Amanda Kern, Deputy Attorney General

SUBJECT:

Proposed Settlement of an Eminent Domain Action.

State of Nevada v. Carrie L. Jenkins, et al.,

Eighth Judicial District Court Case No. A-12-664693

#### SUMMARY

NDOT filed the above-referenced eminent domain action in 2012 to acquire unimproved real property owned by Carrie L. Jenkins and located at the corner of Martin Luther King Boulevard and Alta Drive in Las Vegas. NDOT is acquiring the property in fee for the purpose of constructing Project Neon.

NDOT requests settlement approval in the total amount of \$1,600,000 to resolve the action and acquire the property. NDOT previously deposited with the Court \$883,400, its 2011 appraised value of the property, in order to obtain occupancy. Thus, NDOT now requests an additional \$716,600 to resolve the action.

Board of Examiners
Proposed Settlement of an Eminent Domain Action Filed By NDOT
State of Nevada v. Carrie L. Jenkins, et al., Case No. A-12-664693
Page 2

#### THE PROPERTY

The subject property is a .68 acre, nearly triangular shaped parcel of vacant land located on the southeast corner of Martin Luther King Boulevard and Alta Drive (the "Property"). The Property formerly contained a single-story building in which Ms. Jenkins operated a doughnut shop and leased units to different commercial tenants. In January of 2008, after the building had become vacant, it was substantially damaged by a fire, and the City of Las Vegas required Jenkins to demolish it. The attached aerial photograph depicts the entire Property.

Carrie L. Jenkins is the sole owner of the Property. She acquired title under her former name, Carrie Sanders.

#### **THE ACTION**

In July of 2012, NDOT filed a complaint against Jenkins to acquire the fee simple interest in her entire Property (the "Action"). NDOT obtained occupancy of the Property on August 28, 2012, after making a deposit of \$883,400. That figure was based on NDOT's March 2011 appraisal of the Property. Jenkins filed counterclaims against NDOT and the City of Las Vegas for inverse condemnation, pre-condemnation damages, attorney's fees, costs and pre-judgment interest. Jenkins generally alleges that NDOT and the City damaged the Property and/or prevented the Property from being developed through their alleged plan to "preserve" property in certain areas for future public improvement projects.

The applicable date of value used to appraise the Property for trial was the trial date of August 4, 2014. NRS 37.120. NDOT's expert appraiser, Glenn Anderson, MAI, concluded that the Property would be worth \$1,470,000 as of that date. NDOT also retained a second expert appraiser, Tami Campa, MAI, who concluded that the Property would be worth \$736,000 as of that date. Both of NDOT's appraisers used the sales comparable approach to value the Property, which involves the identification of sales of real property that are comparable to a subject property and have taken place at a date that is close to the applicable date of value, and using those sales to derive a value of the subject property. In this case, Campa's comparable sales averaged a lower per square foot price than Anderson's.

Jenkins's expert appraiser, Keith Harper, MAI, concluded that the Property would be worth \$2,050,000 as of the trial date. He also used the sales comparable approach to value the Property, which he considers to be located at "the gateway to Symphony Park (and Downtown)," thereby allegedly supporting a higher value per square foot. Ms. Jenkins herself, who is not an appraiser, opines that the Property is worth \$3,000,000.

Board of Examiners
Proposed Settlement of an Eminent Domain Action Filed By NDOT
State of Nevada v. Carrie L. Jenkins, et al., Case No. A-12-664693
Page 3

Jenkins also seeks pre-judgment interest going back to 2008, the date of what she alleges to be the "taking" of the Property, or the wrongful behavior by NDOT and/or the City damaging her property. If this matter does not settle, and Jenkins prevails on her claims using Harper's values for the Property, she would be entitled to at least \$2,600,000, plus her reasonable costs, which NDOT must pay per the requirements of NRS 37.120(3) and Nevada Constitution Art. I, Sec. 22(4)(PISTOL Amendment). If she prevails using her own higher opinion of value, she would be entitled to at least \$3,900,000, plus her reasonable costs.

The other Defendants in the Action are Clark County, the City of Las Vegas, Nevada Power Company, and Central Telephone Company. All of these parties have filed disclaimers of interest in the Property.

#### POINTS THAT FAVOR SETTLEMENT

NDOT's total potential exposure at trial is approximately \$4,000,000. Therefore, a settlement of \$1,600,000 could save the State approximately \$2,400,000. Furthermore, a settlement of \$1,600,000 now would include all interest, fees and costs. Thus, even using a conservative estimate of interest, fees and costs incurred through the trial date, NDOT would have to obtain a verdict at trial of less than \$1,350,000 to reach a better result than the current settlement figure. Given that one of NDOT's own appraisers valued the Property at a higher figure (\$1,470,000), settlement at \$1,600,000 now is highly recommended.

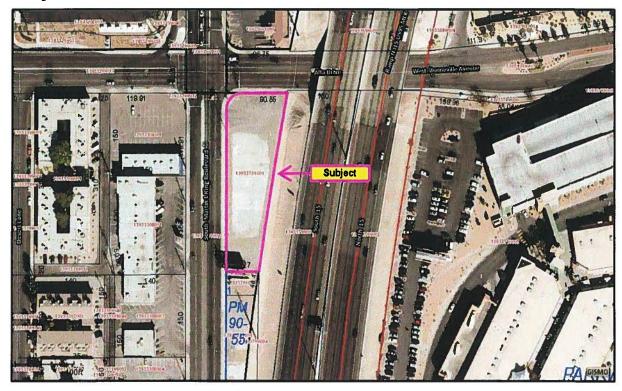
#### **RECOMMENDATION**

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 the remaining amount of \$716,600 (\$1,600,000 minus \$883,400 already deposited with the Court). If the Board approves the settlement, NDOT will pay the agreed-upon balance and have the Court enter a Judgment and a Final Order of Condemnation transferring ownership of the Property to NDOT, 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.

# **Subject Aerial:**



# **Neighborhood Aerial:**





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 16, 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:

## A. Department of Transportation (NDOT) - Administration - \$1,647,913.50

The department requests approval of a settlement and release agreement between NDOT and Travelers Casualty and Surety Company of America (Travelers). This proposed settlement resolves separate litigation on contracts 3377 and 3407 and a payment claim on contract 3392. Travelers provided separate payment and performance bonds on all three contracts.

The proposed settlement provides for \$1,647,913.50 to be paid to NDOT by Travelers for NDOT's counterclaim on contract 3377.

#### B. Department of Transportation (NDOT) - Administration - \$150,783.91

The department requests approval of a settlement and release agreement between NDOT and Travelers Casualty and Surety Company of America (Travelers). This proposed settlement resolves separate litigation on contracts 3377 and 3407 and a payment claim on contract 3392. Travelers provided separate payment and performance bonds on all three contracts.



The proposed settlement provides payment of \$150,783.91 to Travelers by NDOT for Travelers' claims on contracts 3377 and 3407, and to release payment of \$467,775.80 to Travelers currently owed by NDOT on contracts 3377, 3392, and 3407.

#### Additional Information:

Details on each contract are as follows:

<u>Contract 3377</u>: Project on SR 207, Kingsbury Grade from the Junction with US 50 to the summit at Dagget Pass, Douglas County, to construct water quality and erosion control features.

<u>Contract 3392</u>: Projects on various intersections in the City of Las Vegas and on various intersections in Clark County to construct traffic signal modifications, median island work and turn lanes.

Contract 3407: Project on US 93 and HD Summit, Elko County, to construct an overpass safety crossing and animal funnel fencing.

Upon approval of this settlement and after payments are made to each party, the parties will jointly file with the District Court in Carson City all pleadings necessary to dismiss with prejudice, the litigation and claims, counterclaims and causes of action associated with contracts 3377 and 3407.

#### **Statutory Authority:**

NRS 41.037

REVIEWED:	
ACTION ITEM:	



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

Fax: (775) 888-7201

# **MEMORANDUM**

September 8, 2014

To:

State of Nevada Board of Examiners

From:

Rudy Malfabon, Director

Dennis V. Gallagher, Chief Deputy Attorney General/Chief Counsel

Subject:

Travelers Casualty and Surety Company of America v. State of

**Nevada Department of Transportation** 

Proposed Settlements of Contracts 3377, 3392 and 3407

RECEIVED

SEP 10 2014

#### SUMMARY

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BURGET DIVISION

The Nevada Department of Transportation (NDOT) is requesting approval of a settlement and release agreement between NDOT and Travelers Casualty and Surety Company of America (Travelers). The proposed settlement provides for \$1,647,913.50 to be paid to NDOT by Travelers for NDOT's counterclaim on contract 3377. It also provides payment of \$618,559.71 to Travelers by NDOT for Travelers' claims on contracts 3377, 3392 and 3407. The \$618,559.71 is comprised of an undisputed amount of \$467,775.80 for work completed on contracts 3377, 3392 and 3407 and \$150,783.91 to resolve disputed claims on contracts 3377 and 3407. With respect to the disputed claims, the net due to NDOT is \$1,497,129.59 (\$1,647,913.50 -\$150,783.91 = \$1,497,129.59). Both parties desire to avoid the cost and inconvenience of continued litigation and mutually agree to settle any and all claims without admission of liability or fault. This proposed settlement resolves separate litigation on contracts 3377 and 3407 and a payment claim on contract 3392.

### **BACKGROUND**

NDOT awarded contracts 3377 and 3407 to the successful low bidder Peek Construction Company (Peek), fka El Camino Construction Co. and contract 3392 to successful low bidder Williams Brother Inc. (WBI). WBI is a related entity of Peek with the same North Las Vegas mailing address as Peek. Travelers provided separate payment and performance bonds on all three contracts. Details on each contract are provided below:

Contract 3377: Project PLH-0207(005) on SR 207, Kingsbury Grade from the Junction with US 50 to the summit at Dagget Pass, Douglas County, to construct

- water quality and erosion control features. The contract was awarded to Peek on May 11, 2009 in the amount of \$6,852,746.00.
- Contract 3392: Projects SI-0170(094) and SI-0170(095) on various intersections in the City of Las Vegas and on various intersections in Clark County to construct traffic signal modifications, median island work and turn lanes. The contract was awarded to WBI on January 5, 2010 in the amount of \$944,304.33.
- Contract 3407: Project STP-093-4(015) on US 93 at HD Summit, Elko County, to construct an overpass safety crossing and animal funnel fencing. The contract was awarded to Peek on March 22, 2010 in the amount of \$3,156,345.49.

Peek began work on Contract 3377 on July 20, 2009 and continued until temporary winter shutdown on November 4, 2011 at the end of the third construction season. The contract was not complete. Peek did not return to complete the project in the spring of 2012. Peek had been paid for the work performed in the previous three construction seasons. On December 27, 2011 Peek submitted a Request for Equitable Adjustment (REA) of \$3,216,878.71 for work performed in year 3. Peek subsequently filed litigation in the District Court in Carson City on January 25, 2012 alleging non-payment and breach of contract.

Peek began work on Contract 3407 on May, 24, 2010. The project was deemed complete and accepted by NDOT's Elko District on July 18, 2011. At that point, Peek had been paid over \$3 million of the \$3,156,345.49 original contract amount for the work performed on the contract. In September 2011 Peek filed a separate REA for an additional \$1,884,028.02. Peek subsequently filed separate litigation in the District Court of Carson City on January 25, 2012 alleging non-payment and breach of contract.

WBI began work on Contract 3392 on June 14, 2010. WBI completed the work and the contract was accepted by NDOT on April 2, 2012.

An issue arose complicating the ability to pay Peek/WBI. Peek/WBI sent separate letters via email to NDOT's general email address on November 15, 2011 instructing NDOT to redirect all project payments to Travelers (Peek/WBI's surety). Peek later rescinded that instruction by telephone and refused to complete the "Additional Remittance" forms required by the State of Nevada Controller's Office to redirect payments. And despite verbal assurances from Travelers that Travelers would indemnify NDOT from Peek/WBI, Travelers did not do so in writing. Since the recipient of contract payments was being disputed between Peek/WBI and Travelers, NDOT was unable to process payments for the remaining contract proceeds on work performed.

When Peek did not return to finish contract 3377, Peek was defaulted by NDOT per the terms of the contract on May 3, 2012. On May 14, 2012, Travelers was instructed to complete the project. Travelers was then granted a thirty day extension. Travelers failed to complete the project and was subsequently defaulted by NDOT per the performance bond. In separate litigation filed by Travelers against Peek and WBI in federal court, Travelers was successful in obtaining ownership rights to Peek's and WBI's claims against NDOT. Travelers then obtained substitution orders replacing Peek with Travelers in Peek's pending litigation with NDOT on contracts 3377 and 3407. Despite several attempts by NDOT to resolve this matter with Travelers,

including formal mediation, the parties were unable to agree on resolution of the disputes, and proceeded with pretrial discovery, depositions, motions and preparation for a trial scheduled for mid-September regarding contract 3377. Only recently were the parties able to find resolution to the disputes and settle all issues on the three contracts.

The proposed settlement provides for Travelers to pay \$1,647,913.50 to NDOT for NDOT's counterclaim for unfinished work on contract 3377. NDOT in turn will pay Travelers \$618,559.71 to Travelers which is comprised of an undisputed amount of \$467,775.80 for work completed on the contracts 3377, 3392 and 3407 and \$150,783.91 to settle disputed claims on contracts 3377 and 3407.

NDOT's payment of the undisputed amount of \$467,775.80 to Travelers includes amounts currently in NDOT's Contractor Pay System that were being held pending resolution of the dispute, and full execution of Change Order 11 on Contract 3377. This amount is comprised of the following:

- Contract 3377: \$152,342.11 for work completed and amounts including contract retention, and the remainder of Change Order 11.
- Contract 3407: \$53,013.69 for work completed and amounts due including contract retention.
- Contract 3392: \$262,420.00 for work completed and amounts due including contract retention.

It is proposed that the undisputed amounts shown above be processed for payment through NDOT's Contractor Pay System as would normally be the case.

NDOT also proposes payment of \$150,783.91 to Travelers to settle the disputed claims which are comprised of the following:

- Contract 3377: \$62,308.41 to address allegations of \$28,104.41 improper payments to Peek (instead of Travelers) and to resolve the REA for Year 3. It is noted that this amount represents less than 2% of Peek's original \$3,216,878,71 REA for Year 3.
- Contract 3407: \$88,475.50 to resolve Peek's original REA of \$1,884,028.02 for work preformed. This represents less than 5% of the amount requested in the REA.

As part of this settlement Travelers also agrees to fully indemnify, defend and hold harmless NDOT from any claims, demands, actions, causes of action, complaints. counterclaims, liens, claims of lien, suits, arbitrations or proceedings brought by Peek / WBI on Contracts 3377, 3392 and 3407. A copy of the Settlement Agreement signed by Travelers is attached.

Finally it should be noted that all three contracts above include federal-aid and third party (utilities, local entities) financial participation. It is NDOT's intention to seek federal and third party reimbursement for amounts paid as appropriate. Payment to Travelers in the manner described above will assist NDOT in that regard.

# **RECOMMENDATIONS**

It is recommended that the Board of Examiners approve this settlement and authorize NDOT to receive payment from Travelers in the amount of \$1,647,913.50 and to also authorize NDOT to pay Travelers of \$618,559.71 to settle all litigation and claims on contracts 3377, 3392 and 3407. Of the \$618,559.71 due to Travelers, the undisputed amount of \$467,775.80 for work completed on the three contracts will paid through NDOT's Contractor Pay System as would normally occur. The remaining \$150,783.91 to settle disputed claims on contracts 3377 and 3407 will be paid by other methods (NDOT's Payment Voucher System). Upon approval of this settlement and after payments are made to each party, the parties will jointly file with the District Court in Carson City all pleadings necessary to dismiss with prejudice the litigation and claims, counterclaims and causes of action associated with contracts 3377 and 3407.

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#### SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is effective this \_\_\_\_\_ day of October, 2014, by and between THE STATE OF NEVADA, ex rel. ITS DEPARTMENT OF TRANSPORTATION ("NDOT") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a Connecticut corporation ("Travelers"). Hereinafter NDOT and Travelers are collectively referred to as the Parties and may be referred to singularly as a Party.

## PRELIMINARY STATEMENTS

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NDOT and Travelers agree as follows:

WHEREAS, in or around June 30, 2009, NDOT entered into an agreement with Peek Construction Company, f/k/a El Camino Construction Inc. ("Peek"), identified as Contract No. 3377, whereby Peek agreed to perform construction services in Douglas County, Nevada, on State Road 207, Kingsbury Grade, from the Junction at Highway 50 to the Summit at Daggett Pass (the "Kingsbury Project").

WHEREAS, as part of the Kingsbury Project, in or around May 11, 2009, Travelers issued performance bond no. 105281769, for the benefit of NDOT, in the amount of \$6,852,746.00 (the "Kingsbury Bond").

WHEREAS, in or around March 9, 2010, NDOT entered into an agreement with Williams Brother, Inc. ("Williams Brother"), identified as Contract No. 3392, whereby Williams Brother agreed to perform construction services in Clark County, Nevada, on various intersections in the City of Las Vegas and on various intersections in Clark County (the "Las Vegas Project").

WHEREAS, as part of the Las Vegas Project, in or around January 5, 2010, Travelers issued performance bond no. 105281779, for the benefit of NDOT, in the amount of \$944,304.33 (the "Las Vegas Bond").

WHEREAS, in or around May 4, 2010, NDOT entered into an agreement with Peek, identified as Contract No. 3407, whereby Peek agreed to perform construction services in Elko County, Nevada, on US 93 at HD summit (the "Wells Project").

WHEREAS, as part of the Wells Project, in or around May 22, 2010, Travelers issued performance bond no. 105281783, for the benefit of NDOT, in the amount of \$3,156,345.49 (the "Wells Bond").

WHEREAS, certain disputes arose between NDOT, Peek, and Williams Brother, arising out of the Kingsbury Project, the Wells Project, and the Las Vegas Project (collectively the "Contracts" or the "Projects").

WHEREAS, on January 27, 2012, Peek filed suit against NDOT regarding the Kingsbury Project, in the First Judicial District Court in Carson City, Nevada, Case No. 12-OC-00030-1B, alleging certain claims against NDOT relating to the Kingsbury Project. On April 2, 2012, NDOT filed its answer; on or about October 23, 2013, Travelers filed an amended complaint; and on November 22, 2013, NDOT filed an answer to amended complaint and counterclaim (the "Kingsbury Action").

WHEREAS, on January 27, 2012, Peek filed suit against NDOT regarding the Wells Project, in the First Judicial District Court in Carson City, Nevada, Case No. 12-OC-00032-1B, alleging certain claims against NDOT relating to the Wells Project. On April 2, 2012, NDOT filed its answer (the "Wells Action"). The Kingsbury Action and Wells Action are collectively referred to as the "Actions."

WHEREAS, prior to Peek filing suit in the Kingsbury Action, Peek submitted a Request for Equitable Adjustment to NDOT in the amount of \$3,216,878.71 arising out its work in Year 3 on the Kingsbury Project ("Year 3 REA"), which was disputed by NDOT. Travelers' expert thereafter prepared a separate claim arising out of Peek's work in Year 3 on the Kingsbury Project, which was also disputed by NDOT. (Hereafter, the Year 3 REA and Travelers' separate claim arising out of Peek's work in Year 3 will collectively be referred to as the "Kingsbury Year 3 Claim.")

WHEREAS, prior to Peek filing suit in the Wells Action, Peek submitted a Request for Equitable Adjustment to NDOT in the amount of \$1,884,028.02 (the "Wells REA"), which was disputed by NDOT.

WHEREAS, on or about May 3, 2012, NDOT defaulted Peek on Contract 3377 (Kingsbury Project), and on or about May 14, 2012, NDOT made demand upon Travelers to perform under the Kingsbury Bond. NDOT's counterclaim in the Kingsbury Action alleged damages against Travelers for cost of completion, liquidated damages and overpayment to Peek ("NDOT's Counterclaim"), which was disputed by Travelers.

WHEREAS, the Kingsbury Year 3 Claim, the Wells REA, Travelers' payover claim in the amount of \$28,104.41 and NDOT's Counterclaim will collectively be referred to hereafter as the ("Disputed Claims").

WHEREAS, Williams Brother did not file a lawsuit regarding the Las Vegas Project.

WHEREAS, while the Parties did not dispute the alleged outstanding contract amount (\$262,420.00) remaining on Contract No. 3392 regarding the Las Vegas Project, nor the alleged outstanding contract amount (\$53,013.69) remaining on Contract No. 3407 regarding the Wells Project, nor the alleged outstanding retention amount (\$50,000) on Contract No. 3377 regarding the Kingsbury Project, NDOT did assert the right to offset, set off and/or equitably offset such amounts as a result of NDOT's counterclaim in the Kingsbury Action, among other reasons.

WHEREAS, while the parties did not dispute the amount remaining to be paid (\$102,342.11) on Change Order 11 on the Kingsbury Contract No. 3392, the Parties did dispute

whether or not Travelers was entitled to such amount because the Change Order was not fully executed, among other reasons. This \$102,342.11 on Change Order 11, the \$262,420.00 remaining on Contract No. 3392, the \$53,013.69 remaining on Contract No. 3407, and the \$50,000 in retention on Contract 3377, totaling \$467,775.80, will collectively be referred to as the ("Undisputed Amounts").

WHEREAS, as a result of a separate dispute and litigation between Peek and Travelers in the United States District Court for the District of Nevada, identified as Travelers Casualty and Surety Company of America v. Williams Brothers, Inc. et al, Case No. 2:12-cv-0058-LDG-RJJ. on or about August 30, 2012, Travelers obtained an order from the District of Nevada allowing Travelers to prosecute Peek's affirmative claims against NDOT on the Projects and declaring Travelers to be the owner of such claims (the "Ownership Order"). Specifically, the Ownership Order states that "Travelers has the right to assert the affirmative claims against the public owners in the above-mentioned lawsuits" and grants Travelers "the right to 'assert or prosecute any right or claim in the name of any Indemnitor and to settle any such right or claim as [Travelers] sees fit." and "THE COURT HEREBY ORDERS AND DECLARES that plaintiff Travelers Casualty and Surety Company of America has ownership and superior rights to prosecute and settle current or future affirmative claims asserted by Peek Construction Company or Williams Brother, Inc...." (Case No. 2:12-cv-0058-LDG-RJJ, Doc. No. 119, 2:14-16, 2:20-23, filed August 30, 2012.) Pursuant to the Ownership Order, on or about March 22, 2013, the First Judicial District Court entered separate orders substituting Travelers into the place of Peek, as plaintiff, in both the Kingsbury Action and Wells Action (the "Substitution Orders").

WHEREAS, the Parties desire to avoid the cost and inconvenience of the Actions and future litigation regarding all of the Projects, and agree to mutually settle any and all current and future claims between the Parties arising out of the Projects, or the claims and counterclaims asserted in the Actions, without admission of liability or fault by either Party, pursuant to the specific terms set forth in detail below.

#### SETTLEMENT AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the agreements, mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NDOT and Travelers agree as follows:

- 1. <u>Incorporation of Preliminary Statements</u>. Each of the preliminary statements is deemed to be true and correct, and the same are hereby incorporated by reference as if fully stated herein.
- 2. <u>Consideration.</u> Except as otherwise provided herein, in settlement of all disputes and any and all current, future, potential, unknown or other claims that NDOT and Travelers have or could have against each other arising out of the Projects, or the claims and counterclaims asserted in the Actions, the following payments shall be made:

## A. Regarding the Disputed Claims:

- 1. Travelers shall pay to NDOT:
  - a. The sum of ONE MILLION SIX HUNDRED FORTY-SEVEN THOUSAND NINE HUNDRED THIRTEEN DOLLARS AND 50/100 (\$1,647,913.50) ("Travelers' Settlement Payment").
  - b. Travelers' Settlement Payment will be paid to NDOT within thirty (30) calendar days of execution by all Parties of this Settlement Agreement, Travelers' Settlement Payment shall be a condition precedent to the enforceability of this Settlement Agreement, and Travelers Settlement Payment will be paid contemporaneously with NDOT's payments to Travelers set forth in paragraph 2 below.

### 2. NDOT shall pay to Travelers:

- a. The sum of THIRTY-FOUR THOUSAND TWO HUNDRED FOUR DOLLARS AND 00/100 (\$34,204.00), for the Kingsbury Year Three Claim.
- b. The sum of TWENTY-EIGHT THOUSAND ONE HUNDRED FOUR DOLLARS AND 41/100 (\$28,104.41), for the alleged balance on the payover claim, on the Kingsbury Project.
- c. The sum of EIGHTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS AND 50/100 (\$88,475.50), for the Wells REA.
- d. For a total sum on the Disputed Claims of ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS AND 91/100 (\$150,783.91) ("NDOT's Settlement Payment").

# B. Regarding the Undisputed Amounts, NDOT shall pay Travelers as follows:

- NDOT shall duly execute Change Order 11 and then pay the sum of ONE HUNDRED TWO THOUSAND THREE HUNDRED FORTY-TWO DOLLARS AND 11/100 (\$102,342.11), as the amount remaining to be paid on Change Order No. 11, on the Kingsbury Project.
- 2. The sum of FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00), as retention on the Kingsbury Project.
- 3. The sum of FIFTY-THREE THOUSAND THIRTEEN DOLLARS AND 69/100 (\$53,013.69), as the contract amount remaining on the Wells Project.

- 4. The sum of TWO HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED TWENTY DOLLARS AND 00/100 (\$262,420.00), as the contract amount remaining on the Las Vegas Project.
- 5. For a total sum on the Undisputed Amounts of FOUR HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS AND 80/100 (\$467,775.80) ("Undisputed Amounts").
- 6, NDOT's payments regarding all Undisputed Amounts will be made in separate payments, as follows:
  - a. For all Undisputed Amounts, NDOT will make payments pursuant to the terms and provision of each governing contract, and according to NDOT's ordinary accounting and payment procedures, contemporaneously with Travelers making the payment set forth in paragraph 2.A.1., above.
  - b. As a condition precedent to NDOT's obligation to pay the Undisputed Amounts, Travelers must comply with NDOT's internal accounting and payment systems and requirements, which include, but may not be limited to, Travelers furnishing the information and forms required for NDOT to process the Undisputed Amounts.
  - c. NDOT's Settlement Payment of the Disputed Claims and payments of the Undisputed Amounts shall be a condition precedent to the enforceability of this Settlement Agreement.
- 3. <u>Stipulation and Order for Dismissal with Prejudice.</u> Upon NDOT's receipt of Travelers' Settlement Payment and Travelers' receipt of NDOT's Settlement Payment, and payments of Undisputed Amounts, the Parties will execute and submit a stipulation and order dismissing all claims and counterclaims against each other with prejudice.
- Release and Reservation of Claims. Provided that NDOT and Travelers each receive the consideration set forth in Paragraph 2 above, and in return for the valuable consideration set forth herein, which both Parties acknowledge and agree is sufficient, each Party for itself, its parents, owners, subsidiaries, successors, affiliates and assigns, hereby fully and forever remises, releases, and discharges the other Party and its respective parents, owners, subsidiaries, and affiliates, of and from any and all actions, claims, causes of action, complaints, counterclaims, suits, sums of money, extension of contract time, promises, liabilities, liens, damages, costs, expenses (including, without limitation, attorneys', consultants', and experts' fees), requests for equitable adjustment, and demands whatsoever, known or unknown, liquidated or not, in law or in equity, or otherwise, which either Party ever had, now has or may hereafter have against the other Party arising out of any of the Projects or the claims and counterclaims asserted in the Actions.
- 4a. However, notwithstanding paragraph 4 above or any other provision in this Settlement Agreement, this Settlement Agreement does not remise, release or discharge

Travelers, its parents, owners, subsidiaries, successors, affiliates and assigns, of and from any and all actions, claims, causes of action, complaints, counterclaims, suits, sums of money, extension of contract time, promises, liabilities, liens, damages, costs, expenses (including, without limitation, attorneys', consultants', and experts' fees), requests for equitable adjustment, and demands whatsoever, which NDOT may have in the future against Travelers or Peek arising out of any of the Projects for: (a) latent defects; (b) warranty claims by NDOT, if applicable; or (c) Travelers' indemnification obligations under Paragraph 5 below.

- 4b. Additionally, notwithstanding paragraph 4 above or any other provision in this Settlement Agreement, this Settlement Agreement is not a release by Travelers, its parents, owners, subsidiaries, successors, affiliates and assigns, of any and all actions, claims, causes of action, complaints, counterclaims, suits, sums of money, promises, liabilities, liens, damages, costs, expenses, and demands whatsoever, which Travelers has now or may have in the future against Peek or Williams Brother, and is not a release by NDOT, its parents, owners, subsidiaries, successors, affiliates and assigns, of any and all actions, claims, causes of action, complaints, counterclaims, suits, sums of money, promises, liabilities, liens, damages, costs, expenses, and demands whatsoever, which NDOT has now or may have in the future against Peek or Williams Brother, or their respective insurance carriers, arising out of any personal injury, death, or property damage arising out of any of the Projects.
- Williams Brother. Travelers warrants to NDOT that Travelers is the true and lawful owner of all rights, title and interest to any claims asserted by Peek or Williams Brothers against NDOT arising out of the Kingsbury Project, the Wells Project and Las Vegas Project. Travelers further warrants that it has full authority to enter into this Settlement Agreement, as the owner of such claims. Travelers further warrants that the Ownership Order remains in full force and effect. Travelers hereby acknowledges, agrees and warrants that in the event Peek or Williams Brother assert any claims, demands, actions, causes of action, complaints, counterclaims, liens, claims of lien, suits, arbitrations or proceedings arising out of any of the Projects, this Settlement Agreement, or any amounts paid by NDOT to Travelers in connection with any of the Projects, Travelers hereby agrees to fully indemnify, defend, save and hold harmless NDOT, at Travelers' sole expense, of, from, and against any and all such claims, demands, actions, causes of action, complaints, counterclaims, liens, claims of lien, suits, arbitrations or proceedings.
- 6. Warranties. The Parties warrant that no promises or inducements have been offered except as set forth herein, that this Settlement Agreement is executed without reliance upon any statements or representations by persons or parties released or their representatives concerning the nature and extent of the damages and/or legal liability therefor; and that it is binding on the Parties, as well as their respective companies, organizations, successors, agents, heirs and assigns. The Parties further warrant that they are legally competent and authorized to execute this Settlement Agreement, and that they accept full responsibility therefor.
- 7. <u>Compromise.</u> This Settlement Agreement constitutes a full and final compromise and settlement of any and all disputes between the Parties as set forth herein arising out of any of the Projects or the claims and counterclaims asserted in the Actions. This Settlement Agreement is intended to be and is an accommodation between the Parties and shall

not be construed as an admission of liability on behalf of either Party. The Parties understand that they have each denied any and all liability to each other and that they have settled disputed and other claims between themselves merely to avoid the cost of continuing the dispute and the cost of litigation.

- Reliance on Own Judgment and Legal Consultation. The Parties acknowledge that they have relied wholly upon advice of the Parties' separate counsel and its own judgment, belief and knowledge as to the nature, extent and duration of the issues, claims, defenses, rights and obligations relating to the disputes and this Settlement Agreement, and each party represents that it has not been influenced to any extent whatsoever in making this Settlement Agreement by any representations or statements concerning the disputes or regarding any other matters made by persons, firms, or corporations who are hereby released, or by any person or persons representing them. The Parties acknowledge that they have retained and consulted their own attorneys in executing this Settlement Agreement and the legal effect thereof.
- 9. <u>Tax Liabilities.</u> The Parties agree that each Party individually is wholly and solely responsible for the evaluation of any legal or financial obligations related to the tax liability or implication of this Settlement Agreement.

## 10. Representations. The Parties further represent and warrant as follows:

- a. Consents. The execution and delivery of this Settlement Agreement, and the consummation and performance of the terms and conditions contemplated by this Settlement Agreement, have been reviewed and approved by the Nevada State Board of Examiners, which is duly authorized and required to approve this Settlement Agreement, and which approval was a condition precedent to the enforceability of this Settlement Agreement. Additionally, the Parties' representatives executing this Settlement Agreement are duly authorized to enter into this Settlement Agreement.
- b. Enforceability. Assuming due execution and delivery of this Settlement Agreement by the Parties, and expressly conditioned upon each party receiving its respective payments set forth herein, this Settlement Agreement constitutes the valid and legally binding obligations of the Parties, enforceable against the Parties in accordance with their terms.
- c. No Conflicts. Neither the execution, delivery or performance of this Settlement Agreement will conflict in any respect with, result in a breach of, or constitute a default under, any court or administrative order or process, judgment, decree, statute, law, ordinance, rule or regulation or any agreement or commitment to which parties executing the same are party or are subject or bound, except where such conflict, breach or default would not have a material adverse effect on their ability to perform their obligations contemplated herein.
- d. No Assignment. No claims, third-party claims, or rights of the Parties purported to have been released herein have been sold, transferred or assigned and no attempt to do so shall occur.

- e. Disclosure. The statements of the Parties contained herein are true and correct in all material respects and do not omit any material fact necessary to make the statements contained herein not misleading.
- f. Entire Agreement; No Waiver. This Settlement Agreement constitutes the entire agreement between the Parties relating to the subject matter contained herein. No waiver of any of the provisions of this Settlement Agreement shall be deemed a waiver of, nor shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No supplement, modification or amendment of this Settlement Agreement shall be binding unless executed in writing by all the Parties.
- g. Construction. The terms and conditions of this Settlement Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Settlement Agreement and has had the opportunity to have them reviewed by their attorneys and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Settlement Agreement, including any amendments. The Parties further agree that prior drafts of this Settlement Agreement shall not be relevant or considered in connection with the construction or interpretation of this Settlement Agreement, or to vary, modify or contradict any of the terms or provisions of this Settlement Agreement.
- h. Accord and Satisfaction. This Settlement Agreement shall be considered an accord and satisfaction between the Parties and not a novation. Expressly conditioned upon each party receiving its respective payments set forth herein, should any party default under the terms of this Settlement Agreement, the non-defaulting party shall be entitled only to the rights and remedies set forth herein, and shall not have any right to reinstate any litigation regarding the substantive disputes contained in this Settlement Agreement. The Parties expressly acknowledge the compromise of the disputes in this Settlement Agreement.
- i. Notices. Any notice or other communication required or permitted to be delivered to any party under this Settlement Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by email, by hand, by registered or certified mail, return receipt requested, by courier or express delivery service) to the email and address set forth beneath the name of such party and its counsel below (or to such other address as such party shall have specified in a written notice given to the other parties hereto). In the event of failure of actual receipt by reason of refusal of acceptance of delivery or change of address and failure to give notice of such change, notice shall be deemed received at the time of refusal of acceptance of first attempted delivery.

STATE OF NEVADA, ex rel. ITS
DEPARTMENT OF TRANSPORTATION:

STATE OF NEVADA, ex rel. ITS
DEPARTMENT OF TRANSPORTATION
Attn: Catherine Cortez Masto, Attorney General
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#### WITH COPY TO:

STATE OF NEVADA, ex rel. ITS
DEPARTMENT OF TRANSPORTATION
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Tel: (602) 234-7800
Fax: (602) 277-5595
CLS@jhc-law.com
DKL@jhc-law.com

Any Party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

j. Partial Invalidity. If any term of this Settlement Agreement or the application of any term of this Settlement Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Settlement Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

- k. Attorneys' Fees. The Parties shall bear their own attorneys' fees and costs incurred in resolving the disputes, as well as on the preparation of this Settlement Agreement. In the event that any of the Parties commence an action to enforce or interpret this Settlement Agreement, or for any other remedy based on or arising from this Settlement Agreement, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and costs incurred. For the purposes of this provision, the "prevailing party" shall be that party which has been successful with regard to the main issue, even if that party did not prevail on all issues.
- l. Necessary Action and Execution of Additional Documents. The Parties shall perform any act or thing necessary and execute all such further and additional documents or instruments necessary or proper to effectuate the provisions and intent of this Settlement Agreement.
- m. Governing Law and Forum. The laws of the State of Nevada, without giving effect to choice of law or conflict of law principles, shall govern the validity, construction, performance and effect of this Settlement Agreement. Any lawsuit to interpret or enforce the terms of this Settlement Agreement shall be brought in a court of competent jurisdiction in Carson City, Nevada.
- n. Counterparts and Facsimile/Copy. This Settlement Agreement may be executed in counterparts, in different locations, and copies, scans or facsimiles of signatures shall be legally binding as originals.
- o. No Third Party Beneficiaries. This Settlement Agreement shall be for the benefit of the parties hereto and shall not create any rights in any third parties. There are no intended third party beneficiaries.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Settlement Agreement effective as of October \_\_\_\_\_\_, 2014, though signed thereafter.

	*
STATE OF NEVADA, ex rel. ITS DEPARTMENT OF TRANSPORTATION	APPROVED AS TO LEGALITY AND FORM STATE OF NEVADA, ex rel. ITS DEPARTMENT OF TRANSPORTATION
Ву:	By:
Títle:	Catherine Cortez Masto, Attorney General E. Pierre Gezelin, Senior Deputy Attorney Genera
Date:	1263 South Stewart St., #315 Carson City, Nevada 89712
:	and

## SNELL & WILMER, L.L.P.

Ву: \_\_\_\_\_

James J. Sienicki, Esq.
Jeffrey Willis, Esq.
Robin Perkins, Esq.
SNELL & WILMER, L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Attorneys for STATE OF NEVADA, ex rel.
ITS DEPARTMENT OF
TRANSPORTATION

TRAVELERS CASUALTY AND SURETY

COMPANY OF AMERICA

By: / land boun

Title: Managing Director \$1

Date: 8 September 2014

APPROVED AS TO LEGALITY AND FORM JENNINGS, HAUG & CUMNINGHAM, L.L.P.

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Phoenix, AZ 85004

Attorneys for TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SIENICASWDMS\19941777.1



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

MC

Date: September 8, 2014

To: Julia Teska, Clerk of the Board

Department of Administration

From: Eric H. King, 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.

# College Savings Plans of Nevada, acting by and through its Administrator, the State Treasurer of Nevada

# Agenda Item Write-up:

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.

# **Additional Information:**

State of Nevada, ex rel. Board of Trustees of the College Savings Plans of Nevada (CSP), acting by and through its Administrator, the State Treasurer of Nevada - \$850,000

The CSP Board requests settlement approval in the amount of \$850,000 to resolve ongoing litigation between the CSP in a civil action brought by Treasury Solutions, LLC for breach of contract between the CSP and Treasury Solutions. This action was based upon the assertion by Treasury Solutions that it did not receive funds allegedly due and owing it under the Treasury Solutions Agreement.

The CSP Board also filed a counterclaim in the Treasury Solutions lawsuit seeking a declaration that the Treasury Solutions Agreement, as amended, had been terminated and that no additional monies were owed by the CSP Board or the State of Nevada pursuant to the Treasury Solutions Agreement.

As a result of confidential settlement discussions, the Parties have agreed to settle and resolve any and all claims and counterclaims asserted in this litigation on the terms set forth in the settlement agreement.

**Statutory Authority:** 

NRS 41.037

REVIEWED:	MH
ACTION ITEM:_	

# SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (the "Agreement") is made as of September \_\_\_\_\_\_, 2014 by and among TREASURY SOLUTIONS HOLDINGS, INC., a Georgia corporation, successor in interest to TREASURY SOLUTIONS, LLC, a Georgia limited liability company, f/k/a GIF PLAN ADVISORS, LLC, a Georgia limited liability company, assignee of interest from GIF SERVICES, LLC, a Georgia limited liability company, and TREASURY SOLUTIONS, LLC, a Georgia limited liability company ("Treasury Solutions"); and the STATE OF NEVADA, ex rel. BOARD OF TRUSTEES OF THE COLLEGE SAVINGS PLANS OF NEVADA, acting by and through its Administrator, the STATE TREASURER OF NEVADA (the "CSP Board," and together with Treasury Solutions, the "Parties" and each one a "Party").

#### Recitals

- A. Treasury Solutions and the <u>CSP Board</u> are parties to that certain Plan Advisor Agreement dated August 24, 2001 (the "<u>Treasury Solutions Agreement</u>"), pursuant to which, among other things, Treasury Solutions agreed to provide to the CSP Board advisory services related to the State of Nevada's college savings program ("<u>CSP</u>") including assistance with program development and implementation, compliance and performance monitoring of vendors providing administration and investment services, and other assistance necessary to provide a quality program (the "<u>Treasury Solutions Services</u>"). In exchange for performing such services, Treasury Solutions was paid certain fees earned from the CSP (the "Treasury Solutions Fees").
- B. The Treasury Solutions Agreement has been amended twice, including that certain amendment executed by the Parties on April 4, 2006 and April 6, 2006, after adoption at a meeting of the CSP Board on March 22, 2006, and approved by the State of Nevada Board of Examiners on May 11, 2006 ("Treasury Solutions Amendment #2").
- C. Pursuant to Treasury Solutions Amendment #2, the Parties agreed that Treasury Solutions would no longer be obligated to provide the Treasury Solutions Services, but that Treasury Solutions would continue to be paid the Treasury Solutions Fees through the termination of the Treasury Solutions Agreement, as amended.
- D. Upromise Investments, Inc. a Delaware corporation ("<u>UII</u>"); Upromise, Inc., a Delaware corporation ("<u>Upromise</u>," and together with UII, the "<u>Upromise Entities</u>"), and the CSP Board were parties to that certain Contract for Services of Independent Contractor as supplemented by that certain Direct Program Management Agreement, both executed on March 5, 2002 and approved by the Nevada State Board of Examiners on March 12, 2002 (collectively, as amended, the "<u>Upromise Agreement</u>"), pursuant to which, among other things: (i) as specified in the Upromise Agreement, UII managed the day-to-day operations of certain college savings plans in the <u>CSP</u> and coordinated payments to subcontractors, vendors and other third parties; and (ii) Upromise managed internet-based savings network as specified in the Upromise Agreement.
- E. The Upromise Agreement has been amended seven times, including that certain amendment executed by the CSP Board and the Upromise Entities on November 20 and

November 21, 2006, after adoption at a meeting of the CSP Board on November 17, 2006, and approved by the State of Nevada Board of Examiners on December 28, 2006 ("<u>Upromise Amendment #2</u>").

- F. In 2013, UII was sold by Sallie Mae to Ascensus, Inc. As a result of that sale, Upromise assigned all of its duties, responsibilities interests and rights under the Upromise Agreement to UII. UII is currently known as Ascensus Broker Dealer Services, Inc.
- G. Through Upromise Amendment #2, the CSP Board and the Upromise Entities agreed to a global restructuring of the CSP fee structure, including, among other things, reallocation of all Treasury Solutions Fees accruing under the CSP to UII; payment by UII to the CSP Board of a one-time, up-front fee of \$1,000,000; payment by UII and The Vanguard Group, Inc. ("Vanguard") to the CSP Board of an annual, CPI-adjusted program fee of \$1,500,000 (at first in part to the CSP Board and Treasury Solutions, and thereafter only to the CSP Board).
- H. In Amendment #2, the CSP Board and the Upromise Entities also agreed the CSP Board would close out, by December 15, 2006, any and all of its contractual obligations to Treasury Solutions (including, in particular, any obligations remaining owing under the Treasury Solutions Agreement). Subsequent to December 15, 2006, the Upromise Entities made certain payments to Treasury Solutions.
- I. Treasury Solutions contends the CSP Board never closed out the Treasury Solutions Agreement, and that Treasury Solutions did not receive the Treasury Solutions Fees or the equivalent pursuant to the Treasury Solutions Agreement. The CSP Board disputes those allegations and contends that Treasury Solutions has been paid all sums owed to it pursuant to the Treasury Solutions Agreement, as amended.
- J. On December 28, 2009, Treasury Solutions filed a complaint against the Upromise Entities and Vanguard, subsequently removed on diversity grounds to the United States District Court for the District of Nevada (Case No: 3:10-CV-00031-ECR-RAM), asserting causes of action for, among other things, tortious interference with an existing contract (the "Treasury Solutions/Upromise Litigation"). The Treasury Solutions/Upromise Litigation remains pending before the United States District Court for the District of Nevada.
- K. On August 15, 2011, Treasury Solutions filed a complaint against the CSP Board in the First Judicial District of the State of Nevada in and for Carson City (Case No. 11-OC 00268 1B; Dept. II), asserting causes of action for, among other things, breach of contract (the "Treasury Solutions/Nevada Litigation") based upon the assertion that Treasury Solutions did not receive funds allegedly due and owing under the Treasury Solutions Agreement. The CSP Board has disputed the allegations made in the Treasury Solutions/Nevada Litigation and disputes that Treasury Solutions is owed money by the CSP Board or the State of Nevada. The CSP Board also filed a counterclaim in the Treasury Solutions/Nevada Litigation seeking a declaration that the Treasury Solutions Agreement, as amended, had been terminated and that no additional monies were owed by the CSP Board or the State of Nevada pursuant to the Treasury Solutions Agreement.

L. As a result of confidential settlement discussions, the Parties have agreed to settle and resolve any and all claims and counterclaims asserted in the Treasury Solutions/Nevada Litigation (the "Claims") on the terms set forth herein, and believe it is in the best interests of the Parties, the public, and judicial economy to resolve the Parties' Claims without further litigation.

## **Agreement**

# Section 1 Recitals; Definitions

- 1.01 Recitals. The recitals herein form an integral part of this Agreement.
- 1.02 <u>Definitions</u>. Each of the following terms has the meaning set forth in the Section next to such term:

Term	Section
"Agreement"	1 <sup>st</sup> Paragraph
"Amendment #2"	Recitals B and C
"BOE" or State of Nevada Board of	Sec. 2.02(a)
Examiners"	
"Business Day"	Sec. 5.03(a)
"Claims"	Recital K
"CSP"	Recital A
"CSP Board"	1 <sup>st</sup> Paragraph
"Party" and "Parties"	1 <sup>st</sup> Paragraph
"Released Parties"	Sec. 3.01
"Releasing Party"	Sec. 3.01
"Representing Party"	Sec. 4.01
"Settlement Amount"	Sec. 2.02(a)
"Treasury Solutions"	1 <sup>st</sup> Paragraph
"Treasury Solutions Agreement"	Recital A
"Treasury Solutions Amendment #2"	Recital B
"Treasury Solutions/Upromise Litigation"	Recital J
"Treasury Solutions/Nevada Litigation"	Recital K
"Treasury Solutions Fees"	Recitals A and C
"Treasury Solutions Services"	Recitals A and C
"Triggering Event"	Sec. 2.02(b)
"UII"	Recital D
"Upromise"	Recital D
"Upromise Agreement"	Recital D
"Upromise Amendment #2"	Recitals E, G and H
"Upromise Entities"	Recital D
"Vanguard"	Recital J

# Section 2 Settlement

2.01 <u>Non-Admission</u>. No Party admits any liability in connection with any Claim (or any portion thereof), and this Agreement shall not be construed as an admission of liability by any Party or an admission of the existence of facts upon which liability can be based.

#### 2.02 Payment.

- a. <u>Settlement Amount</u>. Within twenty (20) business days of the execution of this Agreement by the Nevada Board of Examiners ("BOE"), the CSP Board shall cause to be deposited into an escrow account established by the Parties, the amount of Eight Hundred Fifty Thousand Dollars (\$850,000) (the "<u>Settlement Amount</u>"), as full and final satisfaction of the Claims and any and all amounts due or claimed to be due by Treasury Solutions, regardless of whether or not all or any part of the Settlement Amount is eventually repaid to the CSP Board pursuant to certain of the Triggering Events, as described below. The source of payment of the Settlement Amount shall be the Endowment Account described in NRS 353B.350. The Settlement Amount shall be held in escrow until the occurrence of a Triggering Event, as described below.
- b. <u>Triggering Events</u>. Should any of the following events occur, the Settlement Amount, or the specified portion of the Settlement Amount, shall be released as follows:
  - i. If the claims asserted by Treasury Solutions against Upromise in the Treasury Solutions/Upromise Litigation are resolved, in any fashion, regardless if by dismissal, voluntary dismissal, settlement, entry of judgment (after the time for appeal has expired) or final disposition on appeal and that disposition results in a recovery to Treasury Solutions of less than \$850,000, half of the Settlement Amount, \$425,000, shall be paid to Treasury Solutions through payment to the trust account of its counsel, Laxalt & Nomura.
  - ii. If the claims asserted by Treasury Solutions against Upromise in the Treasury Solutions/Upromise Litigation are resolved, in any fashion, regardless if by dismissal, voluntary dismissal, settlement, entry of judgment (after the time for appeal has expired) or final disposition on appeal and that disposition results in a recovery to Treasury Solutions of at least \$850,000, regardless of whether Treasury Solutions is paid by Upromise, UII, Vanguard, Sallie Mae, Ascensus, Inc., Ascensus Broker Dealer Services, Inc., or any third-party, or any combination of the foregoing, half of the Settlement Amount, \$425,000, shall be released to the CSP Board.
  - iii. If the claims asserted by Treasury Solutions against Vanguard in the Treasury Solutions/Upromise Litigation are resolved, in any fashion, regardless if by dismissal, voluntary dismissal, settlement, entry of judgment (after the time for appeal has expired) or final

- disposition on appeal and that disposition results in a recovery to Treasury Solutions of less than \$850,000, half of the Settlement Amount, \$425,000, shall be paid to Treasury Solutions through payment to the trust account of its counsel, Laxalt & Nomura.
- iv. If the claims asserted by Treasury Solutions against Vanguard in the Treasury Solutions/Upromise Litigation are resolved, in any fashion, regardless if by dismissal, voluntary dismissal, settlement, entry of judgment (after the time for appeal has expired) or final disposition on appeal and that disposition results in a recovery to Treasury Solutions of at least \$850,000, regardless of whether Treasury Solutions is paid by Upromise, UII, Vanguard, Sallie Mae, Ascensus, Inc., Ascensus Broker Dealer Services, Inc., or any third-party, or any combination of the foregoing, half of the Settlement Amount, \$425,000, shall be released to the CSP Board.
- Notwithstanding the above, if Treasury Solutions's collective ٧. recovery from the resolution of its claims against Vanguard and Upromise, regardless if by dismissal, voluntary dismissal, settlement, entry of judgment (after the time for appeal has expired) or final disposition on appeal, is at least \$1,700,000, regardless of whether Treasury Solutions is paid by Upromise, UII, Vanguard, Sallie Mae, Ascensus, Inc., Ascensus Broker Dealer Services, Inc., or any third-party, or any combination of the foregoing, the entire Settlement Amount shall be released to the CSP Board either: (1) through the release of the full Settlement Amount to the CSP Board from the Gordon Silver trust account; or (2) if a portion, \$425,000, has already been paid to Treasury Solutions pursuant to Paragraphs 2.02(b)(i) or 2.02(b)(iii), above herein, through a refund of that \$425,000 payment by Treasury Solutions to the CSP Board so that the full Settlement Amount is returned to the State.
- c. <u>The Treasury Solutions/Upromise Litigation</u>. Treasury Solutions agrees to inform Gordon Silver of any settlement or decision regarding the Treasury Solutions/Upromise Litigation and provide to Gordon Silver a copy of any settlement agreement between Treasury Solutions and Upromise and/or Treasury Solutions and Vanguard within ten (10) days of the execution of such settlement agreement(s). If the agreement(s) contain covenants that such agreements are confidential, Gordon Silver will agree to convey the requisite information regarding the trigger event to the CSP Board while maintaining the confidentiality of the agreement(s).

## Section 3 Mutual Releases

- 3.01 <u>Mutual Release</u>. All Claims shall be deemed completely and finally resolved upon the execution of this Agreement and payment of the Settlement Amount. Effective upon the occurrence of the foregoing, each Party (the "<u>Releasing Party</u>") absolutely and forever releases, discharges, waives, relinquishes, and acquits the other Parties, their past, present, and future affiliates, subsidiaries, predecessors, legal successors, heirs, executors and assigns, and their shareholders, members, principals, direct and indirect owners, investors, directors, managers, officers, representatives, employees, agents, attorneys, and insurers (collectively, the "<u>Released Parties</u>") from the Claims and any liability, damages, losses, costs, fees, and other demands thereon.
- 3.02 <u>No Prior Assignments</u>. Each Party represents, covenants, and warrants to the other Parties that as of the date hereof, it has not previously assigned, delegated, or otherwise transferred any Claim which actually or potentially is or may be subject to the release herein, nor will purport to make any such assignment, delegation, or transfer in the future. Each Party hereby agrees to indemnify and hold harmless the Released Parties from and against all such Claims brought by a purported assignee, delegee, or transferee.
- 3.03 Obligations Hereunder. Nothing in this Section 3 shall constitute a release of any Party's obligations set forth in this Agreement, nor constitute a waiver of each Party's right to enforce this Agreement.

# Section 4 Representations, Warranties, and Covenants

- 4.01 <u>Mutual Representations and Warranties</u>. Each Party (the "<u>Representing Party</u>") represents and warrants to each other Party as of the date hereof as follows:
- (a) Legal Advice. The Representing Party has received or had the full opportunity to receive independent legal advice from attorneys of its choice with respect to the advisability of making the settlement and release provided herein. Each Party has made such investigation of the facts pertaining to this settlement and release, and all of the matters pertaining thereto, as they deem necessary.
- (b) Representations. Except as expressly stated herein, no Party has made any statement or representation to the Representing Party regarding any fact relied upon by the Representing Party in entering into this Agreement.
- (c) Authorization. The Representing Party has taken all necessary statutory and/or corporate action to authorize the execution, delivery and performance of this Agreement and each and every agreement, document and instrument (if any) provided for herein (and by their execution hereof, such signatories individually represent and warrant that they are so authorized).

- (d) Enforceability. The Representing Party's obligations set forth in this Agreement shall be the legal, valid and binding obligations of such Party enforceable in accordance with its terms.
- (e) Approvals. No consent, license, permit, order, approval or authorization of any governmental authority or private party is required in connection with the execution, delivery and performance of this Agreement (except for such governmental approvals which may be required as a prerequisite for the CSP Board's and BOE's execution below, which approvals have been or will be obtained by the CSP Board and/or BOE and which have been agreed to by Treasury Solutions). For the avoidance of any doubt, the CSP Board cannot guarantee that the BOE or Interim Finance Committee ("IFC") will approve this Agreement or the budget amendment necessary for the CSP Board to pay the Settlement Amount.
- (f) No Conflicts. The execution, delivery or performance of this Agreement will not, with or without the giving of notice and/or the passage of time (i) violate any provision of law applicable to the Representing Party, or (ii) conflict with or result in the breach or termination of, or constitute a default under or pursuant to, the Representing Party's Constitution or organizational documents (as the case may be), or any judgment, order, injunction, decree or ruling of any court or governmental authority, or any other agreement or instrument by which the Representing Party is bound or to which it is subject.
- 4.02 <u>Treasury Solutions</u>. Treasury Solutions represents and warrants as of the date hereof that it is a corporation duly incorporated, validly existing and in good standing under the laws of Georgia, with all requisite power and authority to enter into and carry out its obligations under this Agreement.
- 4.03 <u>Confidentiality</u>. The Parties hereto recognize and acknowledge that both the CSP Board and BOE are public boards, and subject to all Nevada open meeting laws. As such, this Agreement is subject to disclosure to the public and subject to discussion at any necessary open meetings under Nevada law. As such, the CSP Board is unable to make any representations or otherwise agree to keep this Agreement confidential as it will need to be considered and approved at an open public meeting.

# Section 5 Miscellaneous

5.01 Governing Law. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in the State of Nevada, consolidated municipality of Carson City, including the First Judicial District Court of the State of Nevada.

### 5.02 Attorneys' Fees.

- (a) Settlement. The parties agree to bear their respective attorneys' fees and costs incurred in connection with their prior assertion of Claims and negotiation and drafting of this Agreement.
- (b) Enforcement. In any action or proceeding to enforce the terms of this Agreement or to redress any violation of this Agreement, the prevailing party shall be entitled to recover as damages its attorneys' fees and costs incurred, whether or not the action is reduced to judgment. For the purposes of this provision, the "prevailing party" shall be that Party who has been successful with regard to the primary issue, even if that Party did not prevail on all issues.

### 5.03 Notices.

- (a) Notices. Any and all notices and demands by any Party hereto to any other Party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if (i) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (ii) made by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the earlier of the first Business Day delivery is attempted or upon receipt. In this Agreement, "Business Day" shall mean a day except for a Saturday, Sunday, or a legal holiday in the State of Nevada.
  - (b) Contact Details. Any notice or demand shall be addressed as follows:

If to the CSP Board:

Address:

The Board of Trustees of the College Savings

Plans of Nevada

101 North Carson Street, Suite 4

Carson City, Nevada 89701

Attention:

State Treasurer

with a copy to:

Address:

Gordon Silver

100 West Liberty Street, Suite 940

Reno, NV 89501

Attention:

John P. Desmond

Email:

idesmond@gordonsilver.com

If to Treasury Solutions:

Address:

Cobb Parkway Box 515

Atlanta, GA

Attention:

John Tillapaugh, President

Email:

tillapaugh@mindspring.com

with a copy to:

Address:

Laxalt & Nomura 9600 Gateway Dr.

Reno, NV 89521

Attention:

Robert Dotson

Email:

rdotson@laxalt-nomura.com

(c) Changes. A Party may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner provided above, which notice of change of address shall not become effective against another Party, however, until actual receipt by such Party.

- 5.04 <u>Further Assurances</u>. The Parties agree to do any commercially reasonable act or thing and execute any and all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement, at its own reasonable cost and expense.
- 5.05 <u>Integration Clause</u>. This Agreement (along with the documents referred to herein) constitutes the entire and exclusive agreement among the Parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations and understandings of the Parties.
- Modifications; Waivers. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties. The rights and remedies of the Parties are cumulative and not alternative, except as otherwise expressly provided for herein. To the maximum extent permitted by applicable law: (i) no waiver shall apply unless executed in writing by the other Party or Parties, and any waiver that may be given by a Party will only be applicable to the specific instance for which it is given; (ii) neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege; and (iii) no single or partial exercise of any such right, power, or privilege or the exercise of any other right, power, or privilege.

#### 5.07 Successors and Assigns.

- (a) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and assigns.
- (b) Except as expressly set forth herein, (i) nothing in this Agreement shall be construed to give any person other than the Parties (and their permitted successors and assigns) any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and (ii) this Agreement is for the sole and exclusive benefit of the Parties (and their permitted successors and assigns).
- 5.08 Severability. If any term, provision, covenant or condition of this Agreement, or any application hereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants or conditions, and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby, provided that the invalidity, voidness or unenforceability of such term, provision, covenant or condition (after giving effect to the next sentence) does not materially impair the ability of the Parties to consummate the transaction

contemplated hereby. In lieu of such invalid, void or unenforceable term, provision, covenant or condition there shall be added to the Agreement a term, provision, covenant or condition that is valid, not void, and enforceable and is as similar to such invalid, void, or unenforceable term, provision, covenant or condition as may be possible. Provided, however, that if any of the provisions contained in Section 2.01(b), above herein are held to be invalid, void or unenforceable, this Agreement shall be deemed null and void in its entirety.

- 5.09 <u>Captions</u>. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.
- 5.10 <u>Construction</u>. Personal pronouns shall be construed as though of the gender and number required by the context, and the singular shall include the plural and the plural the singular as may be required by the context. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party. The Parties acknowledge that each of them has reviewed this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.
- 5.11 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by e-mail (in .pdf format) or facsimile and agree and intend that a signature transmitted through the same shall bind the Party so signing with the same effect as though the signature were an original signature.

[The remainder of this page is blank and the signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Board of Trustees of the College Savings	State Board of Examiners, acting by and
Plans of Nevada, acting by and through its	through its administrator,
administrator, the State Treasurer of Nevada	
, ,	
V-4 40 m) 00	By:
By: of alever Charl	Name:
Name: Kate Marshall	Title:
Title: State Treasurer and Chairperson of the	
Board of Trustees of the College Savings Plans	APPROVED AS TO FORM
of Nevada	
APPROVED AS TO FORM	By:
	Name:
By:	Date of Approval as to Form:
Name: John P. Desmond	, 2014
Gordon & Silver, Ltd.	
Date of Approval as to Form:	
, 2014	
Treasury Solutions Holdings, Inc.,	
a Georgia corporation	
1  1  0	
By: John William	
Name: / John Tille Spleat	
Title: Pasident	
APPROVED AS TO FORM	
Ma Can	
By:	
Name: Robert Dotson	
Laxalt & Nomura	
Date of Approval as to Form:	
9/19, 2014	

For Budget Division Use Only						
Reviewed by:	9/15/14					
Reviewed by:						
Reviewed by:						

				STATEM	IDE LEASE INF	ORMATION				
1.	Agency:		100 North C Carson City,	Office of the Attorney General 100 North Carson street Carson City, Nevada 89701 Martie Radu 775.684.1116 fax 775.684.1108 mradu@ag.nv.gov						
2.	Name of Land	llord (Lessor):	Kietzke 542	O, LLC		B0-00-3		The state of the s		
3.	Address of La	ndlord:	4991 West A		Road					
4.	Property conta	act:				.771.0188 paddero 25.352.3506 clem	dad@aol.com os123@comcast.net			
5.	Address of Le	ase property:	5420 Kietzki Reno, Neva		es 200 & 202					
	a. Square Fo	ootage:	Rentable  Usable	11,279						
	b. Cost:		cost per	# of months in time frame	cost per year	time frame		cost per square foot		
			\$16,354.55	12	\$196,254.60	November 1, 2014	4 - October 31, 2015	\$1.45		
	Increase %	2.5%	\$16,763.41	12			5 - October 31, 2016	\$1.49		
		2.5%	\$17,182.50	12	\$206,189.99	November 1, 2016	6 - October 31, 2017	\$1.52		
		2.5%	\$17,612.06.	/_ 12	\$211,344.74	November 1, 201	7 - October 31, 2018	\$1.56		
		2.5%	\$18,052.36	12	\$216,628.36	November 1, 2018	3 - October 31, 2019 🗸	\$1.60		
	c. Total Leas	e Consideration	n:	60	\$1,031,578.65	i i				
d. Option to renew: ☑ Yes ☐ No 90						One identical term				
	e. Holdover r	notice:	# of Days re		30 Holdover	terms:	30%/90			
	f. Term:	/CAM/Tayraa	Five (5) Yea  I Landlord							
	g. Pass-thrus h. Utilities:	s/CAM/Taxes	✓ Landlord ✓ Landlord	Tenant Tenant	ar	N.				
	i. Janitorial:		✓ Landlord	Tenant	☐ 3 day ☑ 5 day	Rural 3 day Ru	ral 5 day Other (see rema	rke)		
	j. Repairs:				Tenant	Minor:		ika)		
		le Market Rate:		\$1.50 - \$1.7						
		rmination claus		- Mace	Breach/Default I	ack of funding				
	m. Lease will	be paid for by A	gency Budge	et Account N	Number:	1030, 1030, 1033	, 1041			
6.	. Purpose of the lease: To house the Office of the Attorney General						. 0			
7.	This lease cor	nstitutes:	V	An extension	n of an existing l	ease				
						es (requires a rema	ırk)			
					ı (requires a rem					
					ion (requires a re	emark)				
			=	Remodeling	g only					
			_	Other						
a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00  Remarks: This is an extension of an existing lease and contains a weighted average increase of 14.72% over										
	Remarks:	This is an exte term.	nsion of an e	xisting lease	e and contains a	weighted average	increase of 14.72% ov	er the five year		
	Exceptions/ Special notes:	2		11						

# RECEIVED

SEP 1 2 2014

DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR BUDGET DIVISION

8. State of Nevada Business License Information:

a.	Nevada Business ID Number: NV20081509541	6/30/2015	41
b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC INC CORP	
c.	Is the Contractor Exempt from obtaining a Business License:	YES	☑ NO
1	*If yes, please explain in exceptions section		
d.	Is the Contractors Name the same as the Legal Entity Name?	☑ YES	□NO
	*If no, please explain in exceptions section		
e.	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	☑ YES	□ NO
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	☑ YES	□ №
g.	State of Nevada Vendor number: T29017779		
a. b.	I/we have considered the reasonableness of the terms of this lease, including cost  I/we have considered other state leased or owned space available for use by this ag	☑ YES ency .	□ NO
		☑ YES	□ NO
	rized Signature Date Authorized Signature Works Division, Buildings and Grounds Section	ature - Agency	9/11/19 Daye
II Fo	r Board of Examiners ☑ yes ☐ No		

For Budget Division Use Only							
Reviewed by:	9-11-14						
Reviewed by:	alsely						
Reviewed by:							

1.	Agency:	Nevada Trans 1755 East Plu Reno, Nevada Marilyn Skibin	Department of Business and Industry Nevada Transportation Authority 1755 East Plumb Lane, Suite 216 Reno, Nevada 89502 Marilyn Skibinski, Deputy Director 775-688-1669; fax: 775-688-2802 mskibinski@nta.nv.gov Andrew J. MacKay, Chairman, 775-688-2821, amackay@nta.nv.gov						
2.	Name of Landlord (Lessor):	JAM Propertie	s Internation	onal, LLC					
3.	Address of Landlord:	17555 Ventura Encino, Califo		d, Suite 202		1,1,1			
	And a copy to:								
4.	Property contact:	Jack Joudai, N jack@actiona	Managing Moartments.c	lember (818) 99 com	5-6080 x 224; (32	3) 864-4848; fax: (818)	995-6069		
5.	Address of Lease property:	2290 South Jo	nes Boule	/ard, Suite 110,	Las Vegas, Neva	da 89146			
	a. Square Footage:	Rentable Usable	5,532						
	b. Cost:	cost per month	# of months in term	cost per year	term	ž.	cost per square foot		
	Increase %	\$10,953.36	14	\$153,347.04	November 1, 201	4 - December 31, 2015	1.98		
	c. Total Lease Considerati		14	\$153,347.04					
	d. Option to renew:	✓ Yes 🔲	10 	Renewal		One (1) identical ter			
	e. Holdover notice: f. Term:	Yes 14 months		Holdove	terms:	10% upon termination	on date		
		None							
	h. Utilities:	✓ Landlord	Tenant	<del></del> -		- · · · · · · · · · · · · · · · · · · ·			
	i. Janitorial:	Landlord	✓ Tenant	☐ 3 day 🗸 5 day	Rural 3 day Rura	al 5 day Other (see rem	arks)		
		Landiord	Tenant		- <u>-</u>	,			
	j. Major repairs:	✓ Landlord	Tenant			······································			
	k. Minor repairs:								
	I. Taxes:	☑ Landlord	Tenant		<del></del>				
	m. Comparable Market Rate		\$1.64 - \$2			**			
	n. Specific termination clau	se in lease:		Breach/Default					
	o. Lease will be paid for by	Agency Budge	t Account I	Number:	3922, 3923				
3.	Purpose of the lease:	To house the N	levada Tra	nsportation Aut	nority	RFC	FIVED		
		Ø	An extensi	on of an existing	lease	2 4 200	The I V has be		
7.	This lease constitutes:		An addition	n to current facil	ities (requires a re	mark) SEE	0 9 2014		
				n (requires a re		OL!	V 3 2014		
			A new loca	ation (requires a	remark)	DEPARTMEN	IT OF ADMINISTRATION		
			Remodelin	g only		OFFICE HUB	IT OF ADMINISTRATION OF THE DIRECTOR IGET BIVISION		
			Other				OLI DIVISION		
	a. Estimated moving expen	ses: N/A		Furnishir	gs: N/A	Data/Phones: N/A			
		ewal of an exis torial services.	ting modifie	ed gross lease,	resulting in an incr	rease of 6.59%. The Te	nant will continue		
	Exceptions/ A fourteen (14	1) month loans	WOS DO == 1	otod of the	est of the Tenant.				
	Special notes:	t) monuriease	was negoti	ateu at me requ	escorine renant.				

8. State of Nevada Business License Information:

c. Is the Contractor Exempt from obtaining a Business License:  *If yes, please explain in exceptions section  d. Is the Contractors Name the same as the Legal Entity Name?  *If no, please explain in exceptions section  e. Does the Contractor have a current Nevada State Business License (SBL)?  *If no, please explain in exceptions section  f. Is the Legal Entity active and in good standing with the Nevada Secretary of States  g. State of Nevada Vendor number:  T127032491  Compliance with NRS 331.110, Section 1, Paragraph 2:  a. I/we have considered the reasonableness of the terms of this lease, including cost  YES  NO						
b. The Contractor is registered with the Nevada Secretary of State's Office as a: LLC INC CORP LLP c. Is the Contractor Exempt from obtaining a Business License: YES NO INC WES NO INC WITH YES YES NO INC WES WES NO INC WES WES NO INC WES WES WES NO INC WES	a.	Nevada Business ID Number: NV20091256812 expiration date: 08/31/2014				
c. Is the Contractor Exempt from obtaining a Business License:  *If yes, please explain in exceptions section  d. Is the Contractors Name the same as the Legal Entity Name?  *If no, please explain in exceptions section  e. Does the Contractor have a current Nevada State Business License (SBL)?  *If no, please explain in exceptions section  f. Is the Legal Entity active and in good standing with the Nevada Secretary of States  g. State of Nevada Vendor number:  T127032491  Compliance with NRS 331.110, Section 1, Paragraph 2:  a. I/we have considered the reasonableness of the terms of this lease, including cost YES   NO  Description  NO  Authorized Signature - Agency  Date  Date  Date  Authorized Signature - Agency  Date	b.		LLC	7 INC	CORP	LLP
*If yes, please explain in exceptions section  d. Is the Contractors Name the same as the Legal Entity Name?  *If no, please explain in exceptions section  e. Does the Contractor have a current Nevada State Business License (SBL)?  *If no, please explain in exceptions section  f. Is the Legal Entity active and in good standing with the Nevada Secretary of States  g. State of Nevada Vendor number:  *T127032491  *T12703	C.		_	_		[2]
d. Is the Contractors Name the same as the Legal Entity Name?  *If no, please explain in exceptions section e. Does the Contractor have a current Nevada State Business License (SBL)?  *If no, please explain in exceptions section f. Is the Legal Entity active and in good standing with the Nevada Secretary of States YES ✓ NO □  State of Nevada Vendor number:  **In no, please explain in exceptions section f. Is the Legal Entity active and in good standing with the Nevada Secretary of States YES ✓ NO □  Compliance with NRS 331.110, Section 1, Paragraph 2:  a. I/we have considered the reasonableness of the terms of this lease, including cost YES ✓ NO □  b. I/we have considered other state leased or owned space available for use by this agen YES ✓ NO □  Authorized Signature - Agency Date  Date  Date  Authorized Signature - Agency Date	l		•	_		لئنا
*If no, please explain in exceptions section e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section f. Is the Legal Entity active and in good standing with the Nevada Secretary of States YES ✓ NO □ g. State of Nevada Vendor number:  T127032491  Compliance with NRS 331.110, Section 1, Paragraph 2: a. I/we have considered the reasonableness of the terms of this lease, including cost YES ✓ NO □ b. I/we have considered other state leased or owned space available for use by this agen YES ✓ NO □  Authorized Signature - Agency Date Date Olic Works Division, Buildings and Grounds Section	d.		YES	Ø	NO	П
e. Does the Contractor have a current Nevada State Business License (SBL)?  *If no, please explain in exceptions section f. Is the Legal Entity active and in good standing with the Nevada Secretary of States g. State of Nevada Vendor number:  T127032491  Compliance with NRS 331.110, Section 1, Paragraph 2:  a. I/we have considered the reasonableness of the terms of this lease, including cost YES   NO  NO  NO  NO  Authorized Signature - Agency  Date  Da			•		110	_
*If no, please explain in exceptions section f. Is the Legal Entity active and in good standing with the Nevada Secretary of States YES   g. State of Nevada Vendor number: T127032491  Compliance with NRS 331.110, Section 1, Paragraph 2:  a. I/we have considered the reasonableness of the terms of this lease, including cost YES   NO  b. I/we have considered other state leased or owned space available for use by this agen YES   NO  Authorized Signature - Agency Date Date Date Date Date Date Date Date	e.		YES	v	NO	П
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States YES    NO    G. State of Nevada Vendor number:    T127032491    Compliance with NRS 331.110, Section 1, Paragraph 2:  a. I/we have considered the reasonableness of the terms of this lease, including cost YES    NO    b. I/we have considered other state leased or owned space available for use by this agen, YES    NO    Authorized Signature - Agency    Date			_	110		
G. State of Nevada Vendor number: T127032491  Compliance with NRS 331.110, Section 1, Paragraph 2:  a. I/we have considered the reasonableness of the terms of this lease, including cost YES  NO   b. I/we have considered other state leased or owned space available for use by this agen, YES  NO   horized Signature  Date  Date  Authorized Signature - Agency  Date	f.		YES	v	NO	
Compliance with NRS 331.110, Section 1, Paragraph 2:  a. I/we have considered the reasonableness of the terms of this lease, including cost YES  NO    b. I/we have considered other state leased or owned space available for use by this agen YES  NO    horized Signature    Date    Authorized Signature - Agency  Date	g.			_		
a. I/we have considered the reasonableness of the terms of this lease, including cost YES  NO    b. I/we have considered other state leased or owned space available for use by this agen; YES  NO    NO    Authorized Signature - Agency    Date    NO    Date    Date    Date    Authorized Signature - Agency    Date    Da						
harfield Signature Date Date Authorized Signature - Agency Date	а.	I/we have considered the reasonableness of the terms of this lease, including cost	YES	Ø	NO	
olic Works Qivision, Buildings and Grounds Section	b.	I/we have considered other state leased or owned space available for use by this ager	ı YES	Ø	NO	
olic Works Qivision, Buildings and Grounds Section						
olic Works Qivision, Buildings and Grounds Section						
olic Works Qivision, Buildings and Grounds Section			1			
olic Works Qivision, Buildings and Grounds Section		900		9	64.	
olic Works Qivision, Buildings and Grounds Section		and Signature	-		7/2014	
			e - Age	ency	/ Date	Э
<u>uoj</u>	_					
	uU					
For Board of Examiners YES 🗃 NO 🗇	F٥	Board of Examiners YES 🖂 NO 🖂				



For Budget Division Use Only					
Reviewed by:					
Reviewed by:	917/14				
Reviewed by:	9-4-14				

	STATEWISE LEASE IN CHIMATION							
1.	Agency:		Governor's Office of Economic Development (GOED)					
			808 West N					
				v, Nevada 89				
						7.9909 fax 775.687.9924	<b>,</b>	
	2		email scwo	odbury@div	ersifynevada.com			
2.9	Name of Land	dlord (Lessor):	Board of Re	egents of the	e Nevada System	of Higher Education		
			Great Basin		, , , , , , , , , , , , , , , , , , ,	or riightor Education		
			1500 Colleg					
			Elko, NV 8					
3	Address of Si	thlessor:			egional Develop	nent Authority (NNRDA)		
٠.	7.00.000 01 01	ab.00001.			McMullen Hall, S			
			Elko, Nevad		Wowanch Flan, O	aite 120		
							NOISIAIS	INGRAS
4.	Property cont	act:	Pam Borda				HE DIRECTOR	RENTMENT DEPARTMENT OF TI
	020		pnone //5.	/38.2100 fa	ax 775.738.7978	email pam@eceda.com		
5.	Address of Le	ease property:	1500 Collec	e Parkway.	McMullen Hall		7 2014	O des
			Elko, Nevad				7700 (	0 030
	a. Square Fo	ootage: 🗸	Rentable  Usable	200 🗸			_UJ/NI:	
	b. Cost:				1	To: -		1-
	b. Cost.		cost per	# of	cost per month	time frame		Approximate
			month	months in				cost per square
				time frame	]	- COM-		foot
			<u>#000 00</u>	10	40.400.00	/		
			\$200.00	12		July 1, 2013 - June 30, 2		\$1.00
			\$200.00	12		July 1, 2014 - June 30, 2		\$1.00
	a Total Loos	se Consideratio	\$200.00	12	<del></del>	July 1, 2015 - June 30, 2	2016 /	\$1.00
	C. Total Leas	se Consideratio		36		11.4.0040 1		ļ
6	- 20 To 100		\$200.00 \$200.00	12		July 1, 2016 - June 30, 2		\$1.00
0	رسين للهم			12		July 1, 2017 - June 30, 2		- \$1.00
NO.	Josep Ber	navval Ontina	\$200.00	12		July 1, 2018 - June 30, 2	019	\$1.00
<u>_</u> 0	c. Total Leas  C. Lease Rei d. Option to i	newal Option	Yes	36 <b>№</b> No	\$7,200.00	- /		
,	e. Holdover				90 Renewal	terms: One of	otional three (3)	year term
	f. Term:	ioace.	# of Days re Three (3) Ye		Holdover	terms: None		·
	D "	S CAMS	None	ais				
	<ul><li>g. Pass-thrus</li><li>h. Utilities:</li></ul>	S & CAIVIO	Landiord					
	i. Janitorial:		✓ Landlord	Tenant	3 day 5 day	Rural 3 day Rural 5 day		
	j. Major repa	aire:	✓ Landlord	Tenant	шэиау шэиау	Rural 3 day Rural 5 day	Other (see rema	irks)
	k. Minor repa		✓ Landlord	Tenant Tenant				
		ano.		<del></del>	******	· · · · · · · · · · · · · · · · · · ·		
		le Market Rate:	Landlord	Tenant	ffort to obtain this is	nformation, the market rate i	a not available fo	this word
		rmination claus					S not available to	triis rurai area.
		be paid for by A			Breach/Default la	1526	- Ordered	
6								<del></del>
	Purpose of the					lopment Procurement Ou	treach	
1.	This lease cor	istitutes:			on of an existing le			
						es (requires a remark)		
					n (requires a rema	•		
					tion (requires a re	mark)		
				Remodeling	gonly			
	_		· <del></del>	Other				
	a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00							
	Remarks:	This retroactive	e sublease w	as negotiate	ed to accommoda	te a new Procurement O	utreach Progran	n located in Elko.
		The agency will receive office area and office equipment in a facility leased by NNRDA as a result of this agreement.						
	Exceptions/						<del></del>	
	Special							
	notes:							

8. State of Nevada Business License Information:

	a.	Nevada Business ID Number: Exempt		
	b.	The Contractor is registered with the Nevada Secretary of State's Office as a:		CORP 🗆 LLP 🗆
	c.	Is the Contractor Exempt from obtaining a Business License:	✓ YES	□ NO
		*If yes, please explain in exceptions section Gov't entity		
	d.	Is the Contractors Name the same as the Legal Entity Name?	✓ YES	□ NO
		*If no, please explain in exceptions section		
	e.	Does the Contractor have a current Nevada State Business License (SBL)?	YES	✓ NO
		*If no, please explain in exceptions section		
		Is the Legal Entity active and in good standing with the Nevada Secretary of State		
	f.	Office?	✓ YES	□ NO
	g.	State of Nevada Vendor number: T81072742		
a	Co	mpliance with NRS 331.110, Section 1, Paragraph 2:		
Ο.	00.	mphanoc with the bot. 110, occitor 1, 1 aragraph 2.		
	a.	I/we have considered the reasonableness of the terms of this lease, including co	ost	
			√ YES	Пио
	b.	I/we have considered other state leased or owned space available for use by this		
		·	,	
i			☑ YES	□ NO
1	N			
1	1			
1	1	0-20 U		
X	4	801.19		
			gnature - Agency	Date
Pul	OIIC	Works Division, Buildings and Grounds Section		
	II			
	For	Board of Examiners ☐ YES ☑ NO		

For Budget Division Use Only								
Reviewed by:	$\infty$	9/2	114					
Reviewed by:	500	9/2	14					
Reviewed by:		u	7.					

1.	Agency:	Nevada Governor's Office of Energy 755 North Roop Street, Suite 202 Carson City, Nevada 89701 Brita Tryggvi (776) 687-1850 x 7303; Fax: (775) 687-1869; tryggvib@energy.nv.gov							
2.	Name of Landlord (Lessor):	Tanglewood Ne	vada LLC						
3.	Address of Landlord:	5011 Meadowo Reno, Nevada 8		, Suite 200	<del> </del>	7.00°			
	And a copy to:								
4.		Kelly Siefert, 77 Fax: (775) 826-		kellysiefert@eb	mc.com	RECEIVE	)		
5.		755 North Roop Carson City, Ne		e 202	DEF	PARTMENT COADMINISTRAT	ION		
	a. Square Footage:	Rentable  Usable	4,207			BUDGET DIVISION			
	b. Cost:	cost per month	# of months in term	cost per year	term		cost per square foot		
	Increase %	\$5,132.54	12	\$61,590.48	January 1, 2015 - Dec	ember 31, 2015	1.22		
	Increase % 0%	\$5,132.54	12	\$61,590.48	January 1, 2016 - Dec	ember 31, 2016	1.22		
	Increase % 3%	\$5,300.82	12	\$63,609.84	January 1, 2017 - December 31, 2017		1.26		
	Increase % 0%	\$5,300.82	12	\$63,609.84	January 1, 2018 - Dec	ember 31, 2018	1.26		
	3%	\$5,469.10	12	\$65,629.20	January 1, 2019 - Dec	ember 31, 2019	1.30		
	c. Total Lease Consideration		60	\$316,029.84		——···			
	d. Option to renew:	✓ Yes 🔲	No.	Renewal	terms:	One (1) identical lease	term		
		es Holdover terms: 5%/90 days							
	f. Term:	Sixty (60) month	s						
	g. Pass-thrus & CAMS	None							
	11. 0 11111100.	Landlord	☐ Tenant						
	i. Gariitoriai.	✓ Landlord	Tenant	☐ 3 day 🗸 5 da	y 🔲 Rural 3 day 🔲 Rural 5 d	day Other (see rem	arks)		
	j. Major repairs:	✓ Landlord	Tenant		*				
		✓ Landlord	Tenant						
	l. Taxes:	✓ Landlord	Tenant				"		
	m. Comparable Market Rate:		\$1.30 - \$1.5	0					
	n. Specific termination clause	in lease:		Lack of funding.					
	o. Lease will be paid for by Ag	gency Budget A	count Numi	per:	4868				
6.	Purpose of the lease:	To house Nevad	ia Governor	s Office of Ener	gy.				
		Ø	An extensio	n of an existing l	ease		-		
7.	This lease constitutes:				es (requires a remark)				
		A relocation (requires a remark)  A new location (requires a remark)							
			Remodeling Other						
	a. Estimated moving expense	s: N/A		Furnishin	gs: N/A	Data/Phones: N/A			
	Remarks: A renewal of an			t the current rate	for 2 years and 3% incr	ease for year 3 and ye	ar 5, for an average		

	Exceptions/ Special notes:			
8.		la Business License Information:		
		siness ID Number: NV20021163976 Business License Exp: 12/3		
		ctor is registered with the Nevada Secretary of State's Office as a:	LLC INC	CORP LLP
		ractor Exempt from obtaining a Business License:	YES 🗌	NO 🔽
		ase explain in exceptions section	\	
		ractors Name the same as the Legal Entity Name?	YES 🗹	NO 🗆
		se explain in exceptions section contractor have a current Nevada State Business License (SBL)?	VEO [7]	No. F
		se explain in exceptions section	YES 🖸	NO 🗆
		I Entity active and in good standing with the Nevada Secretary of States Office?	YES [기	ио □
		vada Vendor number: T81096440	110 🖭	NO L
				<del></del>
9.	Compliance wi	th NRS 331.110, Section 1, Paragraph 2:		
	a. I/we have o	considered the reasonableness of the terms of this lease, including cost	YES 🔽	NO 🗆
	b. I/we have d	considered other state leased or owned space available for use by this agency	YES [7]	NO 🗆
				<b></b>
	ithorized Signatu	Ire Date Authorized Signatur	re - Agenøy	8/28/14 Date
-	do			
	For Board of E	xaminers YES ☑ NO □		

For Budget Division Use Only							
Reviewed by: A DISCH	9/15/14						
Reviewed by:	///						
Reviewed by:							

							***************************************					
1.	Age	ncy:			Department	t of Health &	Human Services	, Aging & Disabilities Services Divis	sion			
			1391 South Jones Boulevard									
				Las Vegas, Nevada 89146								
					Darrel Hansen 702.486.6333 fax 702.486.6368 dlhansen@drc.nv.gov							
2	Man	ne of Land	dlord (Lesso	llord (Lessor): 9005-9089 South Pecos Road, LLC								
			•	,, j.	9003-9069	South Fecti	S Road, LLC					
3.	Add	ress of La	andlord:		c/o MIG Re	al Estate LL	С					
					660 Newpo	rt Center Dri	ve, Suite 1300					
					Newport Be							
					Scott Hamil	ton 949-474	1-5800 shamilton	@migref.com				
4	Pror	erty cont	act.		CBRE Asse							
٦.	1 101	ocity cont	aot.				arkway, Suite 70	0				
					Las Vegas,			O .				
								369.4869 heather.lambert@cbre.co				
_								309.4809 fleather.lambert@cbre.co	om			
5.	Add	ress of Le	ease propert	y:	9005-9089							
					Henderson,	Nevada 89	074					
					✓ Rentable							
	a. 8	Square Fo	ootage:		Usable	4,467						
	h (	Cost:			cost per	# of	cost per year	time frame		land non-		
	D. (	J031.			month	months in	Cost per year	lune rame		cost per squ	are	
						time frame				foot		
						lune name						
					\$0.00	5	\$0.00	November 4 2044 March 24 204	-			
	Incre	ease %			\$8,040.60	12	\$96,487.20	November 1, 2014 - March 31, 201	15	Fy15	\$0.00	
		Juoo 70		O0/	\$8,040.60			April 1, 2015 - March 31, 2016		FY15-16	\$1.80	
					~	12	\$96,487.20	April 1, 2016 - March 31, 2017		PY16-17	\$1.80	
					\$8,263.95	12	\$99,167.40	April 1, 2017 - March 31, 2018		FY17-18	\$1.85	
					\$8,263.95	12	\$99,167.40	April 1, 2018 - March 31, 2019		FV18-19	\$1.85	
					\$8,531.97	12	\$102,383.64	April 1, 2019 - March 31, 2020		R/19-20	\$1.91	
			se Considera	atior		65	\$493,692.84			/		
		Option to r			✓ Yes No Renewal terms: One identical term							
		foldover r	notice:		# of Days required 90 Holdover terms: 5%/90							
		erm:			Five (5) years Five (5) months							
	•		& CAMS		None  Landlord Tenant							
		Itilities:		- 1		☐ Tenant						
		anitorial:		ļ	✓ Landlord	Tenant		Rural 3 day Rural 5 day Other (s	ee rema	irks)		
		/lajor repa			Landlord	Tenant	· · · · · · · · · · · · · · · · · · ·					
		linor repa	airs:		✓ Landlord ☐ Tenant							
		axes:		Į.	✓ Landlord	Tenant						
		•	le Market Ra			<u>\$1.84 - \$2.4</u>						
			rmination cla				Breach/Default la					
_				aid for by Agency Budget Account Number: 3279								
		ose of the		Į	To house the	e Desert Re	gional Center					
7.	This	lease co	etitutes			An extension	n of an existing le	ease				
						An addition	to current facilitie	s (requires a remark)				
	S	EP 12	2014				(requires a rema					
	Ŭ						ion (requires a re	•				
DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR BUBBET HIVISION				Remodeling								
		_	Other	, <b>,</b>								
a. Estimated moving expens					Furnishing	sc: \$22,000,00   Doto/Dhonos, \$6	000 0	NO.				
								gs: \$22,000.00 Data/Phones: \$6			4	
Remarks: This full service		VICE	ricase illului nie relecation	mae nogo <del>n</del> mea o mondu	s or abated rent a	and saving the agency \$57,642.36 odate DRC, due to prior premises be	or 15.(	over the	term			
joi trie lease. I			to r	enew the lea	was negoti	ateu to accommo	date DKC, due to prior premises be	ang so	old and new o	wner		
			CICOLEU HOL	io i	CHEW HE IES	o <del>c</del> .						
	Exce	ptions/					· · · · · · · · · · · · · · · · · · ·					
	Spec	ial										
	notes	s:									ŀ	



8. State of Nevada Business License Information:

Nevada Business ID Number:	NV20141011754		1/3	1/2015
The Contractor is registered with the I	Nevada Secretary of State	's Office as a:	LLC INC L	CORP   LLP
Is the Contractor Exempt from obtaini	ng a Business License:		YES	☑ NO
*If yes, please explain in exceptions s	ection			i
Is the Contractors Name the same as	the Legal Entity Name?		☑ YES	Ои
Does the Contractor have a current N	evada State Business Lice	ense (SBL)?	✓ YES	□no
*If no, please explain in exceptions se	ction			
Is the Legal Entity active and in good	standing with the Nevada	Secretary of States		İ
Office?		•	☑ YES	□ NO
State of Nevada Vendor number:	TBD			
		•	☑ YES	□NO
		, ,	•	
			✓ YES	□ NO
mized Signature c Works Division, Buildings and Grounds or Board of Examiners	9-12-14 Date s Section	Adthorized Signa	ture - Agency	Q-12-14 Date
	The Contractor is registered with the I is the Contractor Exempt from obtaininal *If yes, please explain in exceptions so is the Contractors Name the same as *If no, please explain in exceptions se Does the Contractor have a current N *If no, please explain in exceptions se is the Legal Entity active and in good Office?  State of Nevada Vendor number:  ompliance with NRS 331.110, Section 1  I/we have considered the reasonabler  I/we have considered other state lease	The Contractor is registered with the Nevada Secretary of State Is the Contractor Exempt from obtaining a Business License:  *If yes, please explain in exceptions section Is the Contractors Name the same as the Legal Entity Name?  *If no, please explain in exceptions section Does the Contractor have a current Nevada State Business Lice  *If no, please explain in exceptions section Is the Legal Entity active and in good standing with the Nevada Office?  State of Nevada Vendor number: TBD  Dompliance with NRS 331.110, Section 1, Paragraph 2:  I/we have considered the reasonableness of the terms of this let I/we have considered other state leased or owned space available.	The Contractor is registered with the Nevada Secretary of State's Office as a:  Is the Contractor Exempt from obtaining a Business License:  *If yes, please explain in exceptions section Is the Contractors Name the same as the Legal Entity Name?  *If no, please explain in exceptions section Does the Contractor have a current Nevada State Business License (SBL)?  *If no, please explain in exceptions section Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?  State of Nevada Vendor number:  TBD  TBD  I/we have considered the reasonableness of the terms of this lease, including cost I/we have considered other state leased or owned space available for use by this age  ###################################	The Contractor is registered with the Nevada Secretary of State's Office as a:  Is the Contractor Exempt from obtaining a Business License:  *If yes, please explain in exceptions section Is the Contractors Name the same as the Legal Entity Name?  *If no, please explain in exceptions section Does the Contractor have a current Nevada State Business License (SBL)?  *If no, please explain in exceptions section Is the Legal Entity active and in good standing with the Nevada Secretary of States Office? State of Nevada Vendor number:  TBD  TBD  TBD  TBD  TBD  TBD  TES  TYES  I/We have considered the reasonableness of the terms of this lease, including cost  I/YES  I/YES  TYES

For Budget Division Use Only								
Reviewed by: K. Aussen	9/10/14							
Reviewed by:	7-7-							
Reviewed by:								

					<u> </u>	TIDE EEAOE HA	OT CHAPTET TOTAL						
1.	Ą	gency:		Department of Health and Human Services, Division of Child and Family Services,									
				Southern Nevada Child and Adolescent Services									
				6171 West Charleston Boulevard, Building 11									
					Las Vegas, Nevada 89146  Jeff Morrow 702.486.0459 fax: 702.486.6057 jmorrow@dcfs.nv.gov								
2.	Na	ame of Land	dlord (Lessor):	Talon-Dura		100 100. 100	.coor jiiioirow@	d010.11V.g0V					
		dress of La	` '		Jones, Suite	230				<del></del>			
J.	~	JUICSS OI LA	indiord.		Nevada 891								
	_		4.										
4.	Pr	operty conta	act:	Larry Sayer		2/2 8612 leaver	s@talonhomeslv.	oom					
							S@lalorinomesiv.	COITI					
5.	A	ddress of Le	ease property:			es 210, 220, 230							
					Nevada 891	46				<del></del>			
	a.	Square Fo	ootage:	Rentable									
		•		Usable	3,500								
	b.	Cost:		cost per	# of	cost per year	time frame			cost per squ	uare		
				month	months in time frame					foot	1		
					Line manie								
				\$6,475.00	12	\$77,700.00	Months 1 - 12	1/1/15-	12/31/15	FV15/16	\$1.85		
	In	crease %		\$6,636.88	12	\$79,642.50	Months 13 - 24	7 . 7 .	12/31/16		\$1.90		
				\$6,802.80	12	\$81,633,56	Months 25 - 36	1/1/17 -	12/31/17	FV17/18	\$1.94		
				\$6,972.87	12	\$83,674.40	Months 37 - 48	1/1/18-	12/31/18		\$1.99		
				\$7,147.19	12	\$85,766.26	Months 49 - 60	1/1/19-		Fy 19/20	\$2.04		
				\$7,325.87	12	\$87,910.42	Months 61 - 72	<u> </u>	<i>12 31 40</i>		\$2.09		
	_	Total Logo	2.5% e Consideration	\$7,509.01	12 84	\$90,108.18	Months 73 - 84	1/1/31 -	<u>12/31/21</u>	Fy41/22	\$2.15		
	c. d.	Option to r	3.5	1.  Ves		\$586,435.32 90 Renewal	terme:	One identic	al term	<u>, ,                                   </u>			
	e.	Holdover r			✓ Yes     □ No     90     Renewal terms:     One identical term       of Days required     30     Holdover terms:     5%/90								
	f.	Term:			even (7) Years								
	g.	Pass-thrus	& CAMS	None									
	h.	Utilities:			✓ Landlord ☐ Tenant								
	l. i	Janitorial: Major repa	aire.	✓ Landlord ✓ Landlord	Tenant Tenant	✓ 3 day ☐ 5 day	Rural 3 day	Rural 5 day 🔲 C	ther (see rema	rks)	—		
	j. k.	Minor repa		☑ Landlord ☐ Tenant									
	l.	Taxes:		✓ Landlord	☐ Tenant		·			<del></del>			
	m.	Comparab	le Market Rate:		\$1.64 - \$2.4	15							
		•	rmination claus			Breach/Default I							
			be paid for by A				3646						
		rpose of the	23				dolescent Servic	es	RECI	=IV/Er			
7.	ın	is lease con	istitutes:			n of an existing l		. mula)	VI O	- I V be h			
							es (requires a rem	iaik)	SEP 0	9 2014			
					DEPARTMENT OF ADMINISTRATION						NC		
☐ Other					BUDGET	DIVISION							
			moving expens				gs: \$0.00	Data/Phone					
	Re	marks:	This lease and	tenant impr	ovements we	ere negotiated to	house the fiscal of	offices of the	Mobile Cris	is program fo	or		
			Southern Neva	ada Child an	d Adolescen	t Services, at a lo	cation in close pr	oximity to the	West Cha	rleston camp	ous.		
		41					<del></del>						
		ceptions/ ecial											
	-	tes:											

8. State of Nevada Business License Information:

	a.	Nevada Business ID Number: NV2003	1128444		8/31/2015	5	19	
	b.	The Contractor is registered with the Nevada Se	as a:	LTC ☐ INC ☐ COR				
	C.	Is the Contractor Exempt from obtaining a Busin	∐ YES	✓ NO				
		*If yes, please explain in exceptions section	_					
	d.	Is the Contractors Name the same as the Legal	Entity Name?		☑ YES	□ NO		
		*If no, please explain in exceptions section						
	e.	Does the Contractor have a current Nevada Sta *If no, please explain in exceptions section	L)?	☑ YES	□ NO			
		Is the Legal Entity active and in good standing with the Nevada Secretary of States						
	f.	Office?			✓ YES	□ NO		
	g.	State of Nevada Vendor number: TBD				_		
	<u> </u>	20-530	- A					
9.	9. Compliance with NRS 331.110, Section 1, Paragraph 2:							
	a.	I/we have considered the reasonableness of th	e terms of this lease, inc	luding cost	_			
	_	If you have a maddened other atotal layers			✓ YES	□ NO		
	b. I/we have considered other state leased or owned space available for use by this agency							
П					✓ YES	□NO		
		keed Signature Works Division, Buildings and Grounds Section	Date Auth	MH4 orized Signa	Muleurs ture - Agency	9/4/14 Date		
	ll For	Board of Examiners						



For Budget Division Use Only					
Reviewed by: X. Nielsen	9/10/14				
Reviewed by:	/ / /				
Reviewed by:					

1.	Agency:		Division of Ch Northern Nev 2665 Enterpri Reno, NV 89	pepartment of Health and Human Services division of Child and Family Services dorthern Nevada Child and Adolescent Services (NNCAS) 665 Enterprise Road deno, NV 89512 (775) 688-1600; Fax: (775) 688-1616 denon Hyman (775) 684-4413, ihyman@dcfs.nv.gov				
			Rick Rassier	(702) 486-4	335; rrassier@d	cfs.nv.gov		
2.	Name of Lan	dlord	Cathay Wah	Sang Inc.				
3.	Address of La	andlord:	4200 Geary E					
			San Francisc		3-3002			
4.	Property conf	tact:	Daphne Daph	ne; (415) 7	51-8403; Fax: (4	115) 221-0881	*	
5.	Address of Le	ease	600 Mill Stree	600 Mill Street				
	property:		Reno, NV 89	502-1030				
	a. Square Fo	ootage.	✓ Rentable	3,024				
		octago.	Usable					
	b. Cost:		cost per	# of	cost per time	time frame		cost
			month	months in	trame			per square foot
				time				
	Increase %		\$0.00	frame 16 days	\$0.00	October 15, 2014	- October 31, 2014	FV15 0.00
		0	\$4,233.60				- October 31, 2015	F/15/110 1.40
			\$4,233.60	12	\$50,803.20		- October 31, 2016	FV16/17 1.40
			\$4,233.60		\$50,803.20		6 - October 31, 2017	FV17/18 1.40
	la Tatalilaas	_	\$4,354.56		\$52,254.72	November 1, 2017	' - October 31, 2018	FY18/19 1.44
	c. Total Leas	se Consider	ration:	48 mos 16 days	\$204,664.32			'
	d. Option to	renew:	✓ Yes No	90 da	ys Renewal	terms: one (1) ider	ntical lease term.	
	e. Holdover i		Yes		Holdover		5%/90	
	f. Term:		Four (4) years	and 16 day	/s			
	g. Pass-thrus h. Utilities:	s & CAMS	None  I Landlord		-			
	i. Janitorial:		✓ Landlord	Tenant Tenant	3 day 5 day	Rural 3 day Rural	5 day Other (see rema	orlen)
	j. Major repa	airs:	✓ Landlord	Tenant		C ruid 5 day C ruid	Jusy Outer (see rema	iris)
	k. Minor repa		✓ Landlord	Tenant			· · · · · · · · · · · · · · · · · · ·	
	l. Taxes:		✓ Landlord	☐ Tenant		···		
	m. Comparab			\$1.50 - \$1				
			lause in lease: by Agency Budg	at A a a a	Breach/Default		T ****	
	o. Lease will	be paid for	by Agency Budg	et Account	Number:	3281		
6.	Purpose of the	e lease:	To house the	****			n Nevada Child and Ad	olescent Services.
7	This lease cor	netitutos			on of an existing	g lease ities (requires a ren	\	
٠.	THIS ICASE CO	isiluies.			n (requires a re	, ,	nark)	
					ation (requires a re	•		
			ō	Remodelin		Tomany		
				Other			_	
	a. Estimated moving expenses: \$1,500.00 Furnishings: N/A Data/Phones: \$2,000.00							
	Dame :	This are						
	}	savings cor	mpared to the pre	evious lease	e is \$24,490.08	or 10.69%. This nev	accommodate tenant's w facility is closer to the cy and their clients.	move. The rent Washoe County
		-			Dutter Cart in C	or are agent	o, and their enerits.	
	Exceptions/ Special notes:				*			
	L	REC	LIVED	1				

SEP 0 9 2014

8. State of Nevada Business License Information:

For Board of Examiners YES ☑ NO □

	a.	Nevada Business ID Number: <u>NV19941125231</u> exp: 12/31/14				
	b.	The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC	INC 🔽	CORP	LLP
	C.	Is the Contractor Exempt from obtaining a Business License:	YEŞ		NO	[Z]
	l	*If yes, please explain in exceptions section		_		
	d.	Is the Contractors Name the same as the Legal Entity Name?	YES	Ø	NO	
		*If no, please explain in exceptions section				<del></del>
	e.	Does the Contractor have a current Nevada State Business License (SBL)?	YES	v	NO	П
		*If no, please explain in exceptions section		_		_
	f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States	YES	Ø	NO	
	g.	State of Nevada Vendor number: T80988891				
9.		I/we have considered the reasonableness of the terms of this lease, including cost	YES	[J]	NO	П
		•		_		_
	b.	I/we have considered other state leased or owned space available for use by this age	1 YES	V	NO	
_	2	= 9-9-14 Danters	Sec	eder	8/28/14	
		rized Signature Date Authorized Signatur	e - Age	ency	Date	)
		Works Division, Buildings and Grounds Section	place	(NW)000	7	
l	do	1917000	UIT	on the		

	For Budget Division U	lse Only
Reviewed by:	468.21.14	
Reviewed by:		
Reviewed by:		

1.		Department of Health and Human Services Division of Public and Behavioral Health, Rural Community, Health Services 3648-ELY 4150 Technology Way #300 Carson City NV 89706 Rick Morse (775) 684-5932; rmorse@health.nv.gov Kathryn Baughman (775) 684-5162 x 237; kbaughman@health.nv.gov						
2.			Vade and Monique Robison 775) 289-1510; morobison@sbcglobal.net					
3.	Address of Landlord:	1201 Avenue I			· · · · · · · · · · · · · · · · · · ·			
		Ely, <b>NV</b> 89301						
	And a copy to:			*				
	Alid a copy to.							
4.		Wade and Moni (775) 289-1510;						
5.		1675 Avenue F Ely, NV 89301						
	a. Square Footage:		3,328					
		Usable cost per month	# of	cost per year	term		laast .	
	D. 003t.	cost per monur	months in term	cost per year	temi .		per square foot	
	Increase %	\$4 <mark>,359.6</mark> 8	12	\$52,316.16	November 1, 2014 - O	ctober 31, 2015	1.31	
	Increase % 0%	\$4,359.68	12	\$52,316.16 <u></u>	November 1, 2015 - O	ctober 31, 2016	1.31	
	Increase % 3%	\$4,492.80	12	\$53,913.60	November 1, 2016 - O	ctober 31, 2017	1.35	
	Increase % 0%	\$4,492.80	12	\$53,913.60	November 1, 2017 - O	ctober 31, 2018	1.35	
	Increase % 3%	\$4,625.92	12	\$55,511.04	November 1, 2018 - O	ctober 31, 2019	1.39	
	c. Total Lease Consideration:	55.0	60	\$267,970.56		70		
	ar option to ronom.	☑ Yes □ N	lo	Renewal t		90 days, 1 identical lea	se	
	<b>_</b>	Yes Five (5) years		Holdover	erms:	90/5%		
		None					<del></del>	
	h. Utilities:	✓ Landlord	☐ Tenant					
	ii dariitoriai.	✓ Landlord	☐ Tenant	3 day 2 5 day	Rural 3 day Rural 5 c	lay Other (see remai	rks)	
	j. major ropans.	✓ Landiord	Tenant		V.	***		
	· P	✓ Landlord ✓ Landlord	Tenant Tenant		***************************************		<del></del>	
	Tuxoo.			effort to obtain thi	s information, the mark	et rate is not available	for this rural area.	
	m. Comparable Market Rate:	Į						
	n. Specific termination clause			Breach/Default la				
2	o. Lease will be paid for by Ag				3648	· · · · · · · · · · · · · · · · · · ·		
Э.	Purpose of the lease:  To house the Division of Public and Behavioral Health.							
7.	This lease constitutes:			n of an existing le	ase s (requires a remark)			
•	·····o rougo constitutos.			(requires a rema				
				ion (requires a re				
			Remodeling	only				
			Other .		·			
	a. Estimated moving expenses	s: N/A		Furnishing	s: N/A	Data/Phones: N/A		
	Remarks: This is an extens	sion of an existi	ng lease an	d contains a weig	hted average increase	of 4.23% over the five y	rear term.	

Sp	ceptions/ pecial ptes:				
8. Sta	ate of Nevac	la Business License Information:			
a.	Nevada Bu	siness ID Number: NV20101670902	Expira	ation: 09/3	0/2014
b.		actor is registered with the Nevada Secretary of State's Office as a:		7 INC	CORP LLP
C.		ractor Exempt from obtaining a Business License: ase explain in exceptions section	YES		NO 🖸
d.	Is the Conf	ractors Name the same as the Legal Entity Name? se explain in exceptions section	YES	Ø	NO 🗆
e.	Does the C	contractor have a current Nevada State Business License (SBL)? se explain in exceptions section	YES	v	NO 🗆
f. g.	•	al Entity active and in good standing with the Nevada Secretary of States Office?  Evada Vendor number: T81028008	YES	<b>V</b>	NO []
9. Co	ompliance w	th NRS 331.110, Section 1, Paragraph 2:			
a.	I/we have o	considered the reasonableness of the terms of this lease, including cost	YES	V	NO 🗆
b.	I/we have o	considered other state leased or owned space available for use by this agency	YES	Ø	NO 🗆
10	Zen	8-20-14 Mulley 4	w		8/19/14
		Date Authorized Signature Sion, Buildings and Grounds Section	- Agen	су	Date
Fo	r Board of E	xaminers YES  NO			

	or Budget Division, Use	Only O / /
viewed by:	1/8	7/14/14
viewed by:		9/15/14
viewed by:		1/5/

1.		Department of Public Safety Director's Office					
		Nevada Highw		NHP)			
		555 Wright Wa					
		Carson City, N			dua atata mirria. Fari	./775\ 004 4000	
		Becki Martin (	775) 684-49	909; brmartin@	dps.state.nv.us; Fax dps.state.nv.us	.(775) 684-4809	
2.	Name of Landlord (Lessor):	Elko County C	ko County Commission				
3.			640 Court Street, 2nd Floor Elko, Nevada 89801				
	And a copy to:						3
4.	' '	Carisa Anchor fax: (775) 738-		38-3101; cwood	dson@elkocountynv.	net	
5.		1510 Lake Ave Wells, Nevada					
	a. Square Footage:	Rentable Usable	730				
		cost per	# of	cost per year	time frame	THE PERSON NAMED IN COLUMN TO THE PE	cost
		month	months in time	32.00 E			per square foot
	Increase %	\$750.00	frame 12	\$9,000.00	November 1, 2014	through October 31, 2015	1.03
	increase % 0%	\$750.00	12	\$9,000.00	November 1, 2015	through October 31, 2016	1.03
	Increase % 0%	\$750.00		\$9,000.00	November 1, 2016	through October 31, 2017	1.03
	c. Total Lease Consideration	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	36	\$27,000.00			
	a. opaon to ronom.	☑ Yes ☐ I	¥0	Renewa		90 days	71001000
		Yes Three (3) years		Holdove	r terms:	\$0.00 increase	
		None	•				
		✓ Landlord	☐ Tenant	***************************************			-
	i. Janitonai.	✓ Landlord	☐ Tenant	3 day 5 day	Rural 3 day Rural 5	day  Other (see remarks)	
	j. Major repairs:	✓ Landlord	Tenant				
	r. willollepalls.	✓ Landlord	Tenant			CONT. CONT.	
	I. Taxes:	✓ Landlord	☐ Tenant				
	m. Comparable Market Rate:		\$1.43 - \$1.				
	n. Specific termination claus				lack of funding		
	o. Lease will be paid for by A	Agency Buage	Account in	lumber:	4713		
6.	Purpose of the lease:	To house the N				RECE	VED
7	This lease constitutes:			on of an existing	g lease lities (requires a rem	ark) SEP 09	2014
• •	The reads constitutes.			n (requires a re			
				ition (requires a	•	DEPARTMENT OF A	DIN NISTRATION
			Remodelin		•	BUDGET D	IVISION
			Other			_	
	a. Estimated moving expens	es: N/A		Furnishir	ngs: N/A	Data/Phones: N/A	
	Remarks: This is a reneg			se. The Lessor	has agreed to using	ı Exhibit "B" Minimum Janil	orial Standards

STATEWIDE LEASE INFORMATION The County of Elko is the Lessor, a State business license is not required Exceptions! Special notes: 8. State of Nevada Business License Information: Nevada Business ID Number: Exempt LLC INC CORP LLP The Contractor is registered with the Nevada Secretary of State's Office as a: c. Is the Contractor Exempt from obtaining a Business License: YES 2 NO \*if yes, please explain in exceptions section YES 1 NO D d. Is the Contractors Name the same as the Legal Entity Name? \*If no, please explain in exceptions section Does the Contractor have a current Nevada State Business License (SBL)? YES D NO 1 If no, please explain in exceptions section is the Legal Entity active and in good slanding with the Nevada Secretary of States NO 🗆 YES 2 State of Nevada Vendor number: T81072742 9. Compliance with NRS 331.110, Section 1, Paragraph 2: NO a. I/we have considered the reasonableness of the terms of this lease, including cost 1 NO b. I/we have considered other state leased or owned space available for use by this agenc YES Authorized Signature Public Works Division, Buildings and Grounds Section

For Board of Examiners

YES 🖸

NO []

For Board Use Only
Date: 10/14/2014

#### 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: 16049

Legal Entity

MSB ENERGY ASSOCIATES, INC.

Name:

Agency Name: ATTORNEY GENERAL'S OFFICE

Contractor Name: MSB ENERGY ASSOCIATES, INC.

Address:

**6907 UNIVERSITY AVE # 162** 

Appropriation Unit: 1038-10

Is budget authority

Yes

City/State/Zip

**MIDDLETON, WI 53562-2767** 

available?:

Agency Code:

If "No" please explain: Not Applicable

030

Contact/Phone:

null608/831-1127

Vendor No.:

T27007225

NV Business ID:

NV20101475151

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

2015-2019

1--0 lasta tha manasta

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

General Funds

0.00 %

Χ

Fees 10

100.00 % Regulatory Assessments

Federal Funds

0.00 %

Bonds

0.00 %

Highway Funds

0.00 %

Other funding

0.00 %

Agency Reference #: 11560

2. Contract start date:

a. Effective upon Board of

Yes o

or b. other effective date:

NA

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

3. Termination Date:

10/31/2018

Contract term:

4 years and 31 days

4. Type of contract:

Contract

Contract description:

**Professional Service** 

5. Purpose of contract:

This is a new contract to provide ongoing expert witness litigation support related to utility company resource acquisition plans and cost recovery including, but not limited to, utility integrated resource plans, energy supply plans and related matters before the Nevada Public Utilities Commission or any board, commission, the Legislature, or court with jurisdiction over Nevada's regulated utilities.

#### 6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$375,000.00

Payment for services will be made at the rate of \$150.00 per hour maximum

Other basis for payment: Invoices must be submitted separately for each month, itemized by description of work performed, and by times and dates of services provided.

#### **II. JUSTIFICATION**

7. What conditions require that this work be done?

Nevada Revised Statutes require representation for consumers' interests in matters before the Public Utilities Commission and any legislature, board, or commission with jurisdiction over Nevada's regulated utilities.

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

Specialized expertise is required by our office adequately protect the public interests.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

Division?

No

Contract #: 16049 Page 1 of 2

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

Not Applicable

- b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)
- c. Why was this contractor chosen in preference to other?

This vendor was chosen for their specialized expertise, availability and reasonable rates.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

#### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Since 2004, this vendor has provided services to the Bureau of Consumer Protection of the Office of the Attorney General. All previous services have been completed 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:

Foreign Corporation

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

Yes

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:** 

User	Signature Date
hrobinso	09/04/2014 10:56:50 AM
hrobinso	09/04/2014 10:56:59 AM
hrobinso	09/09/2014 10:28:34 AM
hrobinso	09/09/2014 10:28:39 AM
ekin4	09/10/2014 13:47:04 PM
nhovden	09/10/2014 16:28:27 PM
Pending	
	hrobinso hrobinso hrobinso ekin4 nhovden

Contract #: 16049 Page 2 of 2

For Board Use Only Date: 10/14/2014

#### 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: 16038

Legal Entity International Association of Working

Name: Mothers, The

Agency Name: TREASURER - COLLEGE SAVINGS Contractor Name: TRUST

International Association of Working

Mothers, The

Agency Code: 051 Address: P.O. Box 500008

Appropriation Unit: 1092-04

Is budget authority
Yes
City/State/Zip
Henderson, NV 89016

available?:

If "No" please explain: Not Applicable Contact/Phone: Gina Robinson-Billups 702.353.1392

Vendor No.: T32001477 NV Business ID: NV20061198072

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 % Nevada College Savings Trust

Contract start date:

a. Effective upon Board of Yes or b. other effective date: NA

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

Not Applicable

3. Termination Date: 10/14/2015

Contract term: 1 year and 13 days

4. Type of contract: Contract

Contract description: Outreach Services

5. Purpose of contract:

This is a new contract to increase awareness for financial literacy in the State of Nevada by reaching out to women and working mothers by implementing a Women's Money Conference in Reno and Las Vegas, as well as a Latina Conference in Las Vegas and Reno, with the Nevada College Savings Plan Board as the title sponsor.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$85,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Funding has been set aside for fiscal year 2015 by the Nevada College Savings Plan Board and the Nevada State Legislature for financial literacy. The Treasurer's Office feels that partnering with this vendor in offering these women's money conferences helps to fulfill that initiative.

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

The Treasurer's staff has neither the planning expertise nor the time commitment required to put on conferences of this magnitude. The selected vendor has extensive experience with planning and implementing women 's money conferences and in reaching out to women.

9. Were quotes or proposals solicited?

No No

Was the solicitation (RFP) done by the Purchasing

Division?

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

Not Applicable

Contract #: 16038 Page 1 of 2

b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing)

Approval #: 140802 Approval Date: 08/19/2014

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

The International Association of Working Mothers is the only organization that has demonstrated it performs all of the functions that the Treasurer's Office desires for a women's money conference, such as event planning, speaker recruitment, sponsorship recruitment, providing ample attendees, marketing, planning, and follow-up activities.

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 Treasurer's Office used this vendor in fiscal years 2013 and 2014 to perform these services and was satisfactory in their performance.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

- 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	shanshew	09/03/2014 13:57:06 PM
Division Approval	vmilazz1	09/03/2014 17:50:50 PM
Department Approval	vmilazz1	09/03/2014 17:50:53 PM
Contract Manager Approval	shanshew	09/04/2014 11:58:27 AM
Budget Analyst Approval	sbarkdul	09/04/2014 14:59:01 PM
BOE Agenda Approval	cwatson	09/15/2014 13:59:28 PM
BOE Final Approval	Pending	

BOE Finai Approvai Pending

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#:	140802

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:							
	State Agency:			***				
1a	Contact No	ame and	Title		Phone Num	ber		Email Address
	Troj	Watts			(702) 486-3	817	tgwatts@nevadatreasurer.go	
	Sheila Salehian				(702) 486-3	955		an@nevadatreasurer.gov
								3
	Vendor Information:							
	Identify Vendor:	The state of the s					dba "Women's Money"	
	Contact Name: Gin		ina Robison-Billups					
1b	Address:	8563	S. Easte	ern Ave.,	Suite 150, Las	Vega	s, NV 89	123
	Telephone Number:	702-	353-139	2				
	Email Address:	gina	(a)womer	ismoney.	org			
	Type of Waiver Reque	ested – (	Check th	e approp	riate type:			
1c	Sole or Single Source:							
	Professional Service Ex	emptior	ı: 🗡					
	Contract Information:							
	Is this a new Contract?		Yes V No					
1d	Amendment:		#					
	CETS:		#					
	<b>T</b>							
. }	Term:							
1e	One (1) Time Purchase:							
	Contract: √	Star	rt Date:	10/14/	(2014 (BOE)	En	d Date:	10/14/2015
<del></del>	707 14			***************************************				
}	Funding:		***************************************					
	State Appropriated:	051 BA	1092 GI	L 7123 (C	College Savings	Trus	t)	
1f	Federal Funds:							
	Grant Funds:							
	Other (Explain):							
	DE A TOTAL AND AND AND AND AND AND AND AND AND AND							
1g	Total Estimated Value \$85,000	of this	Service (	Contract	, Amendment	or Pu	rchase:	
	, , ,							

## Provide a description of work/services to be performed or commodity/good to be purchased:

The State Treasurer's Office (Nevada College Savings Plans) is requesting to contract with Women's Money again to be the presenting sponsor in hosting the fourth annual Nevada Women's Money Conferences in Reno and in Las Vegas Nevada, as well as Mujeres y Dinero<sup>TM</sup> Conferences in Las Vegas and Reno, for a total of four conferences. These conferences feature prominent finance experts in the industry and speakers on financial literacy matters. Women's Money will provide speakers, subject to our approval, that represent the diverse financial needs of women in Nevada, including women of color, women with disabilities, female entrepreneurs, low-wage working women, and single working mothers. The vendor secures the locations, recruits attendees, directs the planning of the program, tracks participation, and provides a post conference summary report with a list of participant survey results, social media reach and effectiveness. Women's Money maintains a website for registration, resources and follow-up. The term of this contract will be from October 14, 2014 (anticipated BOE Meeting Date) to October 14, 2015.

# What are the unique features/qualifications required for this service or good that are not available from any other vendor:

Women's Money is a 501(c)3 nonprofit organization whose staff consists of 5 staff members. It is the only exclusive women's money conference/mentoring program that offers the following:

• Four Nevada Women's Money Conferences for 2015 in Nevada:

February 28, 2015 – Reno, NV (English)

April 18, 2015 – Las Vegas, NV (English)

June 20, 2015 – Las Vegas, NV (Spanish)

October, 2015 - Reno, NV (Spanish)

Nationally recognized conference speakers in the field of finance.

- Program ONE The Foundation Phase of Women's Money Mentoring
- Program TWO The Wealth Building Phase of Women's Money Mentoring
- Ten Mentoring Mini-Cons (9 classes in each Mini-Con).

Reno: Three in English, Two in Spanish

Las Vegas: Four in English, One in Spanish

- Expansion of group mentoring events to include Jubilation events for women over 55 & Women's Money for Business Owner mentoring mixers. Also hosting a second Program TWO Women's Money Bootcamp.
- Pilot of Young Women's Money program in Nevada schools beginning in High School

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

After extensive research, our staff was unable to find any other organization that would be willing and able to plan a large conference event in Reno and Las Vegas, in both English and Spanish, targeted to the market segment mentioned in question #2, handle the day-of-event logistical duties, and perform follow-up mentoring duties with attendees afterward to ensure the skills and tools shared at the events are understood and that the attendees are accommodated in monthly money mentoring sessions to help ensure the long term financial effectiveness of the program. Women's Money is the only complete financial education program for women of its kind in the country.

	We	Were alternative services or commodities evaluated? Check One. Yes: √ No:								
		If yes, what were they and why were they unacceptable? Please be sp		ith reg	ard to					
		features, characteristics, requirements, capabilities and compatibility	١,							

3

The Treasurer's Office previously conducted extensive research, having discussed our ideas and marketing plans with top premier Women's Financial Conference experts, such as Dee Lee http://www.deelee.net/HFE/Home.html. Marketing materials from these and other similar conferences were reviewed and evaluated. Lee and other prominent female experts in the field of money have previously spoken at women's financial conferences across the country; however no person or organization other than Women's Money has planned or executed a conference program of this magnitude.

Even though individuals like Dee Lee are financial experts, she and other similar financial professionals could not offer all the necessary marketing elements we desire, such as event planning. speaker recruitment, sponsorship recruitment, non-profit partner participation, marketing and social media planning, in English and Spanish, and follow-up mentoring activities. Women's Money is the only organization that has demonstrated it performs all of these functions. Subsequent phone calls and emails to other national or interstate financial organizations that could possibly perform all of these duties and allow us to be a presenting sponsor for a Reno and Las Vegas Financial Conference for Women, as well as a Spanish Speaking Conference in each city, specifically targeting the segment outlined in question #2, yielded no results.

If not, why were alternatives not evaluated?

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.

 $\sqrt{}$ Yes:

No:

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:

6

6	Term Start and End Dates				Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)
	10/08/13	06/30/14	\$75,000	2014 NV Women's Money Conferences	Waiver #130810 @		
*	12/11/12	06/30/13	\$50,000	2013 NV Women's Money Conferences	Waiver No Reord of Oppy		
•	12/15/11	06/30/12	\$50,000	2012 NV Women's Money Conferences	Waiver 110909		
	3		\$				
			\$				

What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?

This funding we are requesting utilizes college savings fees (revenues) that have been approved by the college savings board to be used for these purposes. The 2013 Legislature and the Nevada College Savings Plans Board approved funding again in FY2014-15 to be used by the State Treasurer's Office for Financial Literacy advocacy efforts in Nevada, and to specifically utilize a portion of these funds to sponsor events, including "annual Financial Fitness Conferences in northern and southern locations within the State." The State Treasurer's Office and residents of Nevada would lose out on a valuable and unique financial literacy training and outreach opportunity by not partnering with Women's Money in order to attain the goal of reaching this select market, and to help women become self-reliant financially and to help them save for future economic needs.

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?

As outlined in previous answers, research was done and the conclusion was made that no other organization offers this all inclusive conference/mentoring program, with full-time staff to plan the conferences in detail and to follow-up with attendees throughout the year via mentoring meetings and sessions. The Treasurer's Office negotiated with Women's Money to reach an amicable agreement for services and costs.

	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	No:	1
9	a. If yes, please provide details regarding future obligations or need	ls.		

8

By signing below, I know and understand the contents of this Solicitation Waive attest that all statements are true and correct.	er Request and Justification and
Mall	
Agency Representative Initiating Request	
Troy Warts	8-11-2014 Date
Print Name of Agency Representative Initiating Request	Date
Must muster	8/12/14
Signature of Agency Head Authorizing Request	
Mark Mathers Print Name of Agency Head Authorizing Request	8/12/14
Print Name of Agency Head Authorizing Request	Date
or in place by the State of Nevada or to assist in our due diligence, State Purchasin request from another agency or entity. The signature below indicates another age information you provided. This signature does not exempt your agency from a be required.	ency or entity has reviewed the
Name of agency or entity who provided information or review:	
White the state of	
Representative Providing Review	
1	
Print Name of Representative Providing Review	Date
Please consider this memo as my approval of your request. This exemption 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event available upon which the Purchasing Administrator determines that the service contracted for in a more effective manner. Pursuant to NRS 284.173(6), contract effective without the prior approval of the State Board of Examiners (BOE).	t reliable information becomes
If you have any questions or concerns please contact the Purchasing Division at 77	75-684-0170.
Signed:	
Aumberla Soute	8/19/14
Administrator, Purchasing Division or Designee	Date
Solicitation Waiver Revised: 10/2013	n -
	Page 5
See attached email dated August 18, 2014 11:	Ͻ\ #W(.

## Cindy L. Stoeffler

From:

Steve G. George

Sent:

Monday, August 18, 2014 11:38 AM

To:

Kimberlee Tarter

Cc:

Cindy L. Stoeffler; Sheila A. Salehian; Troy Watts; Budd Milazzo; Susan R. Hanshew

Subject:

FW: Solicitation Waiver/TIAWM/Women's Money

**Attachments:** 

2014 NV Womens Money Solicitation Waiver.doc

Kimberlee,

There are a couple of issues with this denial:

1) As we have stated before, there is no other vendor who performs this function. That is why we have consistently asked for the waiver and why it has been granted in the past. Should Purchasing wish to review other options, that may jeopardize the state's ability to have adequate time to plan for this annual event which has assisted thousands of Nevada women.



There will be a new treasurer elected in November. We do not wish to enter into a long-term contract with this vendor because the treasurer-elect may not wish to continue this program. This is a choice the current treasurer and the College Savings Board has made in terms of spending dollars set aside in our outreach budget. As we have no way of predicting the direction the newly-elected treasurer may wish to take in regard to financial education, it would be presumptuous on our part to commit to a four-year contract for services.

Perhaps Ms. Stoeffler has some insight we do not possess in terms of other available vendors who could perform this function at the same cost, if not lower. I know we have researched this previously. As stated in our response:

After extensive research, our staff was unable to find any other organization that would be willing and able to plan a large conference event in Reno and Las Vegas, in both English and Spanish, targeted to the market segment mentioned in question #2, handle the day-of-event logistical duties, and perform follow-up mentoring duties with attendees afterward to ensure the skills and tools shared at the events are understood and that the attendees are accommodated in monthly money mentoring sessions to help ensure the long term financial effectiveness of the program. Women's Money is the only complete financial education program for women of its kind in the country.

I would hate to see this valuable tool for so many women be jeopardized based on a denial of the sole source waiver request only to find out, as we have previously, that there are no other options.

Respectfully

declined resounded a reguest approved 8/19/14
lousedon new information provided in built 2
office ove.

History

Amberla

Steve George Chief of Staff

Nevada State Treasurer's Offic

sggeorge@nevadatreasurer.gov

775-684-5666 Cell 775-230-3302

From: Cindy L. Stoeffler Sent: Friday, August 15, 2014 9:44 AM To: Sheila A. Salehian; Troy Watts

Subject: Solicitation Waiver/TIAWM/Women's Money

For Board Use Only Date: 10/14/2014

3

#### CONTRACT SUMMARY

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 15995

Legal Entity MCNEIL. CHARLES DBA MCNEILS

Name: CLEANING SERVICE

**ADMIN - STATE PUBLIC WORKS** MCNEIL. CHARLES DBA MCNEILS Agency Name: Contractor Name: DIVISION

**CLEANING SERVICE** 

PO BOX 40916 Agency Code: 082 Address:

Appropriation Unit: 1349-12

Is budget authority Yes City/State/Zip **RENO, NV 89504** 

available?:

If "No" please explain: Not Applicable Contact/Phone: null775/359-4422

> Vendor No.: T29009078

**NV Business ID:** NV20061269584

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

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

General Funds 0.00 % X Fees 100.00 % Building Rent Income Fees

Federal Funds 0.00 % **Bonds** 0.00 % Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: RFP # 2077AM

Contract start date:

a. Effective upon Board of No or b. other effective date 11/13/2014

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive?

If "Yes", please explain

Not Applicable

11/30/2018 3. Termination Date:

Contract term: 4 years and 18 days

4. Type of contract: Contract

Contract description: Janitorial Services

5. Purpose of contract:

This is a new contract to provide labor, materials, supplies and equipment to maintain ongoing janitorial services for the Department of Motor Vehicles in Carson City, Nevada

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$850,000,00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings must be kept clean

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 Yes

Division?

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

b. Soliciation Waiver: Not Applicable

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

Contract #: 15995 Page 1 of 2 Pursuant to RFP #2077, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee. Purchasing only received their proposal.

d. Last bid date:

07/08/2014

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?

Nο

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

Nο

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:

User	Signature Date
csweeney	08/11/2014 13:22:53 PM
csweeney	08/11/2014 13:22:56 PM
csweeney	08/11/2014 13:22:59 PM
ssands	08/25/2014 11:03:10 AM
jrodrig9	09/04/2014 09:58:44 AM
cwatson	09/15/2014 13:51:03 PM
Pending	
	csweeney csweeney csweeney ssands jrodrig9 cwatson

Contract #: 15995 Page 2 of 2

For Board Use Only Date: 10/14/2014

#### 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: 16058

Legal Entity

ACT, INC.

Name:

**NDE - DEPARTMENT OF** Agency Name:

Contractor Name: ACT, INC.

**EDUCATION** Agency Code: 300

Address:

500 ACT Drive

Appropriation Unit: 2713-45

Is budget authority

Yes

Iowa City, IA 52243

available?:

If "No" please explain: Not Applicable

Contact/Phone:

City/State/Zip

Scott Kampmeier 319-321-9703

Vendor No.:

T29022931

NV Business ID:

NV20071357380

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

0.00 %

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.

Federal Funds 100.00 % Fees **Bonds**  0.00 % 0.00 %

Highway Funds 0.00 % Other funding

0.00 %

Contract start date:

X

a. Effective upon Board of

No or b. other effective date 10/14/2014

Examiner's approval?

General Funds

Anticipated BOE meeting date 10/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

06/30/2015

3. Termination Date: Contract term:

259 days

4. Type of contract:

Contract

Contract description:

Readiness Assessment

5. Purpose of contract:

This is a new contract to provide the College and Career Readiness Assessment to all pupils enrolled in grade 11 in public high schools and includes program management, test design, test administration, logistics, data processing, test scoring, data analysis and reporting. 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: \$2,000,000.00 Other basis for payment: As invoiced by the contractor and approved by the state

#### II. JUSTIFICATION

7. What conditions require that this work be done?

AB288 passed during the 2013 legislative session, requires that all 11th grade students participate in a College and Career Readiness Assessment, selected by the State Board of Education, beginning with the 2014-2015 school year.

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 technical expertise or staff capacity to develop and produce a College and Career Readiness assessment for 2014-2015.

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):

Contract #: 16058 Page 1 of 2 b. Soliciation Waiver: Not Applicable

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

Pursuant to RFP #3132, and in accordance with NRS 333, the selected vendor had the highest scoring proposal as determined by an independently appointed evaluation committee.

d. Last bid date:

06/02/2014

Anticipated re-bid date: 06/04/2018

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:

Department of Employment, Training and Rehabilitation - 12/5/2012 - Current - Satisfactory

Department of Education - 7/1/2013 - 6/30/2014 - Satisfactory

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

- 16. Not Applicable
- 17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lyoun7	09/09/2014 11:51:44 AM
Division Approval	lyoun7	09/09/2014 11:51:47 AM
Department Approval	lyoun7	09/09/2014 11:51:50 AM
Contract Manager Approval	bsotomay	09/09/2014 13:21:36 PM
Budget Analyst Approval	sbrown	09/20/2014 11:03:18 AM
BOE Agenda Approval	sbrown	09/20/2014 11:03:24 AM
BOE Final Approval	Pending	

For Board Use Only
Date: 10/14/2014

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#### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: 13731 Amendment 4

Number: Legal Entity

EMETRIC, LLC

Name:

Agency Name: NDE - DEPARTMENT OF Contractor Name: EMETRIC, LLC

**EDUCATION** 

Agency Code: 300 Address: 211 N LOOP 1604 E STE 170

Appropriation Unit: 2713-45

Is budget authority Yes City/State/Zip SAN ANTONIO, TX 78232

available?:

If "No" please explain: Not Applicable Contact/Phone: Dixie Knight 210/496-6500

Vendor No.: T27000846

NV Business ID: NV20101526272

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 %

 Federal Funds
 100.00 %
 Bonds
 0.00 %

 Highway Funds
 0.00 %
 Other funding
 0.00 %

Contract start date:

a. Effective upon Board of No or b. other effective date 09/11/2012

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

#### **Not Applicable**

3. Previously Approved **09/30/2015** 

Termination Date:

Contract term: 3 years and 19 days

4. Type of contract: Contract

Contract description: Framework Support

5. Purpose of contract:

This is the fourth amendment to the original contract to provide support for the implementation of the Nevada School Performance Framework accountability system and a Family Educational Rights Privacy Act data sharing agreement. New data sets were added to the Nevada Report Card built by the vendor This amendment increases the maximum amount from \$1,175,750 to \$1,760,814, due to the need for the development of the Alternative Nevada Performance Framework, modifications to the Nevada Growth Model and system updates.

#### 6. CONTRACT AMENDMENT

The maximum amount of the original contract: \$980,750.00
 Total amount of any previous contract amendments: \$195,000.00
 Amount of current contract amendment: \$585,064.00
 New maximum contract amount: \$1,760,814.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Education has just received a waiver from the federal government for a new system of NCLB accountability reporting. This new system is very bold and will require the addition of many data sources and enhanced reporting for all schools and districts. The system that is being built is called the Nevada School Performance Framework.

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

The requirements for the development aspect of this project far outweighs the resources available within our Nevada Department of Education IT office as well as other state agencies. Additionally, the timelines outlined by the state are extremely tight and only an outside entitiy with multiple resources can accomplish this task in the time alloted.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

- a. List the names of vendors that were solicited to submit proposals (include at least three):
- b. Soliciation Waiver: Not Applicable
- c. Why was this contractor chosen in preference to other?

This vendor was chosen by the evaluation team as the hightest in accomplishing deliverables with the best cost proposal.

d. Last bid date:

07/19/2012

Anticipated re-bid date:

05/07/2016

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:

eMetric is currently under contract with NDE for reporting writing assessments. This relationship is productive and NDE is very satisfied with this relationship. eMetric reported data for the Department of Education Writing Assessment Program previous to 2007 school year. They did an excellent job.

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	lyoun7	09/10/2014 14:53:23 PM
Division Approval	lyoun7	09/10/2014 14:53:26 PM
Department Approval	lyoun7	09/10/2014 14:53:29 PM
Contract Manager Approval	bsotomay	09/10/2014 15:00:39 PM
Budget Analyst Approval	sbrown	09/17/2014 11:51:56 AM
BOE Agenda Approval	sbrown	09/17/2014 12:14:01 PM

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For Board Use Only

6

Date: 10/14/2014

#### 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: 11752 Amendment 3

Number:

Legal Entity IMOBERSTEG, GAIL ANNE DBA

Name: SPECIAL EDUCATION LAW

ASSOCIATION

Agency Name: DEPARTMENT OF EDUCATION Contractor Name: IMOBERSTEG, GAIL ANNE DBA

SPECIAL EDUCATION LAW

ASSOCIATION

Agency Code: 300 Address: 14906 E WILDCAT DR

Appropriation Unit: 2715-14

Is budget authority Yes City/State/Zip SCOTTSDALE, AZ 85262

available?:

If "No" please explain: Not Applicable Contact/Phone: null480/471-1151

Vendor No.: T27015548

NV Business ID: NV20101502567

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
 100.00 %
 Bonds
 0.00 %

 Highway Funds
 0.00 %
 Other funding
 0.00 %

2. Contract start date:

X

a. Effective upon Board of No or b. other effective date 12/14/2010

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

#### Not Applicable

3. Previously Approved 12/31/2014

Termination Date:

Contract term: 4 years and 18 days

4. Type of contract: Contract

Contract description: Dispute Resolution

5. Purpose of contract:

This is the third amendment to the original contract, which provides assistance to the Nevada Department of Education in the implementation of the Special Education alternative dispute resolution systems, in accordance with federal and state laws and regulations. This amendment increases the maximum amount from \$549,000 to \$1,049,000, due to the continued need for these services.

#### 6. CONTRACT AMENDMENT

The maximum amount of the original contract: \$500,000.00
 Total amount of any previous contract amendments: \$49,000.00
 Amount of current contract amendment: \$500,000.00
 New maximum contract amount: \$1,049,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Federal and State law require that the State of Nevada have Special Education alternative dispute resolution systems in accordance with required procedures.

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

The scope of work and qualifications require specialized expertise and non-employee status that cannot that be met within the agency or other State agency.

Contract #: 11752 Page 1 of 2

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

Division?

No

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

Not Applicable

- b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)
- c. Why was this contractor chosen in preference to other?

There were no other potential venders with simliar qualifications and experience. The individuals with some similarity in qualifications and experience lack comprehensive experience or represent the local education agencies or parents and do not meet the neutrality requirement in this contract.

d. Last bid date:

10/05/2010

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 Department of Education the quality of of 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:

Sole Proprietor

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

Yes

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** mburto1 09/08/2014 11:25:03 AM **Division Approval** mburto1 09/08/2014 11:25:08 AM Department Approval lyoun7 09/09/2014 13:46:11 PM 09/09/2014 15:24:14 PM Contract Manager Approval mburto1 **Budget Analyst Approval** sbrown 09/17/2014 11:37:00 AM **BOE** Agenda Approval 09/17/2014 11:37:04 AM sbrown

For Board Use Only Date: 10/14/2014

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: 16055

Legal Entity

TURNING POINT, INC.

Name:

Agency Name: NDE - DEPARTMENT OF

0-----

Contractor Name: TURNING POINT, INC.

Agency Code: **300** 

Address:

PO BOX 1028

Appropriation Unit: 2715-18

Is budget authority

Yes

City/State/Zip

**VIRGINIA CITY, NV 89440-1028** 

available?:

If "No" please explain: Not Applicable

Contact/Phone:

null775/843-2275

Vendor No.:

T29005273

NV Business ID:

2015

NV19881034454

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

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

 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

**No** or b. other effective date

10/14/2014

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

3. Termination Date:

06/30/2015

Contract term:

259 days

4. Type of contract:

Contract

Contract description:

**Evaluate KEA Assessm** 

5. Purpose of contract:

This is a new contract for a comprehensive evaluation of the Silver State Kindergarten Inventory of Development Statewide Kindergarten Readiness Assessment tool/process. Child outcomes, teacher training and support, parent outreach and systems implementation will be included in this evaluation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$87,159.35

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Head Start Act (D)(I)(I) states that the State Advisory Council shall...conduct a periodic statewide needs assessment concerning the quality and availability of early childhood education and development program and services for children from birth to school entry. It further states in (D)(I)(IV), that development of recommendations regarding the establishment of a unified data collection system for public early childhood education and development programs and services throughout the state. The contractor will evaluate the implementation of the afore-mentioned regulations for year two of the SSKIDS pilot.

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

As an outside entity, the Contractor will provide a more objective, unbiased viewpoint with the expertise of an Early Childhood Education perspective.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Contract #: 16055 Page 1 of 2

Not Applicable

b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing)

Approval #: 140803

Approval Date: 08/21/2014

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

The Contractor successfully completed year one of the evaluation, including the necessary data collection required for conducting a statewide evaluation. A Contractor other than TPI would need to recreate data points in order to continue the evaluation in Year 2. The Contractor is located within the State of Nevada, and has considerable knowledge of Early Childhood Education and Assessments.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

#### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The Contractor was engaged under contract by the Department of Health and Human Services during which time the Head Start State Collaboration and Early Childhood Comprehensive Services Office was located within that Department. The Contractor has been verified to have completed the scope of work in a satisfactory manner.

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	mburto1	09/08/2014 10:30:10 AM
Division Approval	mburto1	09/08/2014 10:30:14 AM
Department Approval	lyoun7	09/09/2014 13:44:31 PM
Contract Manager Approval	mburto1	09/09/2014 15:24:41 PM
Budget Analyst Approval	sbrown	09/12/2014 10:39:55 AM
BOE Agenda Approval	sbrown	09/12/2014 12:07:05 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 Toska Director

Greg Smith

Purchasing	Use Only:
Approval#:	140803

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:							
ं	State Agency: Net	vada Dep	partment of Educatio	n				
	Contact	Name ar	nd Title	Phone Number	Email.	Address		
1a	Tammie Willi							
-	Collaboration/Early	Childho	od-Comprehensive	702-486-6626	tammiewillian	ns@doe.nv.gov		
	System	s Coordi	inator					
ļ	Vendor Information:							
	Identify Vendor:		ning Point, Inc.					
	Contact Name:		Deborah Loesch-Griffin					
1b	Address:	P.O.	Box 1028/55 N. C S	treet, Suite 22, Vir	ginia City, NV 894	140		
73	Telephone Number:		843-2275					
	Email Address:	trnp	t@aol.com		A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1			
	Type of Waiver Requested - Check the appropriate type:							
1c	Sole or Single Source:			ite type:				
10	Professional Service Exemption:			- · · · · · · · · · · · · · · · · · · ·				
	TIOIOBBIOHAL BOLVIOO LA	nomphot	1.			2		
	Contract Information	1:						
	Is this a new Contract?		Yes X	N	io l			
1d		·····	#					
	CETS:		#					
				•				
	Term:	<del></del>				***		
1e	One (1) Time Purchase							
	Contract:	Star	t Date: 9/1/14	End	Date: 6/30/15			
<del></del> 1	TI 31	-						
	Funding:	007 15	<u> </u>		***************************************			
	State Appropriated: Federal Funds:	\$87,159	<u>'</u>					
1f	Grant Funds:				di di			
			· · · · · · · · · · · · · · · · · · ·					
	Other (Explain):		<del></del>					
1g	Total Estimated Value	o of this	Coursias Contract A	way durant an D	-1			
Ig	Total Estimated Value	t of this	Service Contract, A	menument or Pur	cnase:			

Solicitation Waiver

Revised: 10/2013

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\$8	7,159		1.00

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

A comprehensive evaluation of the implementation of the Silver State Kindergarten Inventory of Development Statewide (SSKIDS) Pilot will be conducted. The selected Kindergarten Entry Assessment, Teaching Strategies Gold, is the primary focus of this evaluation, where recommendations will be made relative to the appropriateness of this instrument to assess kindergarten readiness. Child outcomes, teacher training and support, parent outreach, and systems implementation of this pilot will also be examined as part of the evaluation.

# What are the unique features/qualifications required for this service or good that are not available from any other vendor:

This contractor conducted the Year 1 (FY14) portion of the Silver State Kindergarten Inventory of Development Statewide (SSKIDS) Pilot evaluation for the Nevada Department of Health and Human Services (DHHS). Since then, the Governor signed an Executive Order requesting that certain early childhood positions and activities be moved to the Nevada Department of Education (NDE). This evaluation is one of those activities. The NDE would like to continue with the same vendor in order to maintain continuity and alignment for Year 2 of the SSKIDS evaluation.

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

With the DHHS originally selecting this vendor for Year 1 (of a 2 year process), this contractor has established data baselines for the SSKIDS evaluation during Year 1. These data will need to be examined and reported against for Year 2 of the evaluation.

W	ere alternative services or commodities evaluated? Check One.	Yes:	No:	X							
a.	a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.										
5		•									
b.	If not, why were alternatives not evaluated?			<del></del>							
reg	is vendor has successfully completed this comprehensive evaluation is suesting Turning Point, Inc. be permitted to complete the 2 <sup>nd</sup> and final stinuity.										

6	One. Note: If your p waiver(s), a copy or co request.	previous purchas opies of <u>ALL</u> pro	se(s) was made via solicitation evlous waivers must accompany this	Yes:	No:	X
		he entire relationship se provide the following				
	Term Start and End Dates	Value	Short Description		pe of Procure FP, RFQ, We	
		\$				
		\$	·	25		

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

Solicitation Waiver

Revised: 10/2013

Page 2

	<b>\$</b>	
	\$	
	\$	

What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?

If denied, the state would lose the consistency of the current evaluation and would jeopardize the coherency of the required 2<sup>nd</sup> year of the evaluation of SSKIDS.

7

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?

Since this vendor completed Year 1 of the evaluation successfully, including the necessary data collection required for conducting a statewide evaluation, a vendor other than TPI would need to recreate data points in order to continue the evaluation into Year 2.

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

Solicitation Waiver Revised: 10/2013 Page 3

By signing below, I know and understand the contents of this Solicitation Waiver Request attest that all statements are true and correct.	and Justification and
Jones Ame	
Agency Representative Initiating Request	
Janie Lowe	8-6-14 Date
Print Name of Agency Representative Initiating Request	Date
56	8,6,14
Signature of Agency Head Authorizing Request	DI VI
CL	
Steve Canava	<b>۴.6.1</b> ۲
Print Name of Agency Head Authorizing Request	Date
or in place by the State of Nevada or to assist in our due diligence, State Purchasing may sol request from another agency or entity. The signature below indicates another agency or entinformation you provided. This signature does not exempt your agency from any other be required.	ity has reviewed the
Name of agency or entity who provided information of review:	
The provided information to the first terms of the	
Part dia Parisi Paris	
Representative Providing Review	
Print Name of Representative Providing Review	Date
Please consider this memo as my approval of your request. This exemption is granted 333.150(2)(a)(b)(c), NRS 333.400. This exemption may be rescinded in the event reliable is available upon which the Purchasing Administrator determines that the service or good so contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for service feetive without the prior approval of the State Board of Examiners (BOE).	nformation becomes ught may in fact be
If you have any questions or concerns please contact the Purchasing Division at 775-684-01	70.
Signed:	
<b>У</b> С	
they mich	8-21-14
Administrator, Rurchasing Division or Designee	Date

Revised: 10/2013

Solicitation Waiver

Page 4

For Board Use Only
Date: 10/14/2014

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**CONTRACT SUMMARY** 

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: 14275 Amendment 2

Number: Legal Entity

MYERS & STAUFFER LC

Name:

Agency Name: HEALTH CARE FINANCING & Contractor Name: MYERS & STAUFFER LC

POLICY

Agency Code: 403 Address: 4400 Cox Road

Appropriation Unit: 3158-04 Suite 110

Is budget authority Yes City/State/Zip Glen Allen, VA 23060

available?:

If "No" please explain: Not Applicable Contact/Phone: Sheryl Pannell 804-270-2200

Vendor No.: T81098965A NV Business ID: NV20001070243

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.

 X
 General Funds
 50.00 %
 Fees
 0.00 %

 X
 Federal Funds
 50.00 %
 Bonds
 0.00 %

 Highway Funds
 0.00 %
 Other funding
 0.00 %

Contract start date:

a. Effective upon Board of No or b. other effective date 07/01/2013

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive?

If "Yes", please explain

#### **Not Applicable**

Previously Approved 06/30/2017

Termination Date:

Contract term: 4 years

4. Type of contract: Interlocal Agreement

Contract description: Audit

5. Purpose of contract:

This is the second amendment to the original contract, which provides ongoing accounting services to audit Managed Care Organizations (MCOs), Patient Trust Funds and Cost Reports of Nursing Facilities. This amendment adds language to the scope of work to include External Quality Review Protocol 4 Validation of Encounter Data for MCOs, State Innovation Model Grant Application and Rural Health Clinic Initial Cost Report Verification. This amendment increases the maximum amount from \$5,257,105 to \$6,026,741, due to an increase in scope of work.

#### 6. CONTRACT AMENDMENT

The maximum amount of the original contract: \$5,257,105.00
 Total amount of any previous contract amendments: \$302,352.00
 Amount of current contract amendment: \$467,284.00
 New maximum contract amount: \$6,026,741.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Federal and State mandates require specific audits and rate settings be conducted for hospitals being paid Medicaid funds.

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

The State does not have the resources or expertise to perform this work.

9. Were quotes or proposals solicited?

No

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

No

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

Not Applicable

b. Soliciation Waiver: Exempt (Per statute)

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

Exempt per NAC333.150 2. (5)

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?

If "Yes", please explain

Not Applicable

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

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

The contractor has been under contract with DHCFP for several years and the service provided has been satisfactory.

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

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

Not Applicable

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)?

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	lkoehler	08/11/2014 13:59:06 PM
Division Approval	trooker	08/20/2014 10:10:12 AM
Department Approval	ecreceli	09/08/2014 08:50:47 AM
Contract Manager Approval	lkoehler	09/09/2014 08:59:19 AM
Budget Analyst Approval	nhovden	09/10/2014 15:09:37 PM
BOE Agenda Approval	nhovden	09/10/2014 15:09:45 PM

For Board Use Only Date: 10/14/2014

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: 16025

Legal Entity

PUBLIC CONSULTING GROUP, INC.

Name:

**DHHS - HEALTH CARE FINANCING** Agency Name:

Contractor Name: PUBLIC CONSULTING GROUP, INC.

& POLICY

Address:

148 STATE ST FL 10

Appropriation Unit: 3158-04

Is budget authority

Agency Code:

Yes

City/State/Zip

**BOSTON, MA 02109-2510** 

available?:

Contact/Phone:

If "No" please explain: Not Applicable

403

T32000898

Vendor No.: **NV Business ID:** 

NV20021466314

null617/717-1488

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.

X Federal Funds 50.00 % 50.00 %

Fees **Bonds**  0.00 % 0.00 %

Highway Funds

General Funds

0.00 %

Other funding

0.00 %

Contract start date:

a. Effective upon Board of

No or b. other effective date

10/2014

11/01/2014

Examiner's approval?

Anticipated BOE meeting date

Retroactive?

No

**AlloCAP** 

If "Yes", please explain

### Not Applicable

3. Termination Date: 10/31/2018 Contract term: 4 years 4. Type of contract: Contract

5. Purpose of contract:

Contract description:

This is a new contract to provide services to convert the division's current AlloCAP Access-based software to a web-based software and for ongoing support. The growth of the Medicaid programs, as they relate to project cost allocations, require the division to upgrade to a web-based software.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$115,000.00

### **JUSTIFICATION**

7. What conditions require that this work be done?

The Health Care Reform has increased the growth of the Medicaid programs as they relate to project cost allocations which requires the Division to upgrade to a web-based software.

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 specialized expertise to convert AlloCAP Access to a web-based software.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Not Applicable

- b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)
- c. Why was this contractor chosen in preference to other?

Contract #: 16025 Page 1 of 2

The current system is a complied database owned and trademarked by this vendor. The proprietary system can only be modified by Public Consulting Group.

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?

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

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

If "Yes", please explain

Not Applicable

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

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

Previously contracted with DHCFP and service 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)?

b. If "No", is an exemption on file with the Nevada Secretary of State's Office? No

Yes

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

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

**Contract Approvals:** 

Approval Level	User	Signature Date
Budget Account Approval	lkoehler	08/25/2014 16:16:00 PM
Division Approval	trooker	08/28/2014 11:57:45 AM
Department Approval	ecreceli	09/08/2014 08:59:08 AM
Contract Manager Approval	lkoehler	09/09/2014 09:02:28 AM
Budget Analyst Approval	nhovden	09/10/2014 15:16:41 PM
BOE Agenda Approval	nhovden	09/10/2014 15:16:45 PM
BOE Final Approval	Pending	

Contract #: 16025 Page 2 of 2 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	
Approval#:	140807

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:										
1a	State Agency:	Department of Health & Human Services									
		Divisi	on of I	Health C	Care Finan	cing and Polic	y (DH	(CFP)			1
	Contact Name and Title				Phone Num	ber		Email	Address		
	Laurie Squartsoff, Administrator			(775) 684-3	677	Laurie.	squarts	off@dhcfp.nv.go	עו		
										<i>VV V V V V V V V V V</i>	$\neg$
	Vendor Informa	tion:		-							
	Identify Vendor:		Pub	iblic Consulting Group, Inc.(PCG)							
1b	Contact Name:		Krys	stal Joh	nson						
	Address:		148	State St	treet, 10 <sup>th</sup> 1	Floor, Boston, I	MA, 0	2109			
	Telephone Number: 61:			426-202	26						
	Email Address:		617-	426-463	32						
- 1	TO AXX	<u> </u>		~* · ·							_
1c	Type of Waiver		sted – (			riate type:					_
	Sole or Single Source: X  Professional Service Exemption:									_	
	Professional Serv	ice Exe	emption	1:							
	C- 4 - 4 T C	4.									
	Contract Inform			X7	37			· · · · · · · · · · · · · · · · · · ·		T	_
1.3	Is this a new Contract?			Yes X				No			_
1d	Amendment:			n/a							
	CETS:			n/a						$\Box$	
7	Term: 4 year ter	m					H 444				$\neg$
1e	One (1) Time Pur		7					-			$\dashv$
	Contract:		Star	rt Date:	Sentem	ber 1, 2014	Enc	d Date:	Augus	st 30, 2018	$\dashv$
					T = P. C. III		12		11118111		
	Funding:					The state of the s					
	State Appropriate	d:	50%								
1f	Federal Funds:		50%								$\exists$
	Grant Funds:										
	Other (Explain):										
1g		Value	of this	Service	Contract	Amendment o	or Pur	rchase:	2		
A. 500	Total Estimated Value of this Service Contract, Amendment or Purchase: 67,000.00										

Solicitation Waiver

Revised: 10/2013

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

Converting the current AlloCAP system from Access to a Web-based cost allocation plan (CAP)

solution for DHCFP.

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

Public Consulting Group, Inc (PCG) developed and owns the AlloCap software which is used by several DHHS divisions for Medicaid billing and other cost allocation activities.

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

The Division began using services of PCG FY2009 to establish Cost Allocation Plans for DHCFP and its sister agencies. In FY2011, an amendment to the original contract provided for AlloCAP software development and installation for up to four agencies of DHHS. The system is a complied database owned and trademarked by the vendor. The proprietary system can only be modified by PCG.

After the initial installation of ALLOCAP Access-based software and related training there was no longer a need for additional support or services from PCG. The cost allocation software functioned properly and the user reports supplied were beneficial. Health Care Reform (HCR) has increased the number of Medicaid programs and advantages to providing low income Nevadans with medical services. The tracking of these additional HCR expenditures require additional updates to ALLOCAP and formatting revisions that can only be performed by PCG. In the future the growth of the Medicaid programs as they relate to project cost allocations will require us to upgrade to PCG's web-based software.

Were alternative services or commodities evaluated? Check One. Yes: No: X
a. If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.
b. If not, why were alternatives not evaluated?
DHCFP is one of several DHHS divisions using AlloCAP as part of the overall Medicaid billing process in the state; therefore, there is no feasible option to develop or deploy an alternative system.

3

6	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 <u>ALL</u> previous waivers must accompany this request.						X	No:	
	a. 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:								
	Term Start and End Dates		Value	Short Description	Type of Procureme (RFP, RFQ, Waive				
	04/10/09	09/30/12	\$2,787,709.00	AlloCAP software development, installation and Cost Allocation Planning.		RFP			
			\$						
			8				•		
			\$						
	1		I		1				
7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?								
	DHCFP is one of several DHHS divisions using AlloCAP as part of the overall Medicaid billing process in the state so there is no feasible option to develop or deploy an alternative system.								
	XX/1 4 - CC-	4	1 1 1						
	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?								
8	The services of PCG were previously contracted through an RFP and bid process (please reference RFP #1778).					ice			
	******								
	Will this purchase obligate the State to this vendor for future purchases? Check One.  Yes:					X	1	No:	
9	a. If yes, please provide details regarding future obligations or needs.								
-	By converting to a Web based system, we will incur yearly hosting fees.								

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. Signature of Agency Representative Initiating Request Leah Lamborn, Chief Fiscal Officer 8/22/2014 Print Name of Agency Representative Initiating Request Date Laurie Squartsoff, Administrator 8/22/2014 Print Name of Agency Head Authorizing Request 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: Administrator, Purchasing Division or Designee

Revised: 10/2013

Solicitation Waiver

Page 4

# CONTRACT SUMMARY

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 16017

Legal Entity

DIVISION FOR AGING SERVICES

Name:

**DHHS - HEALTH CARE FINANCING** Agency Name:

Contractor Name:

**DIVISION FOR AGING SERVICES** 

& POLICY Agency Code: 403

Address:

3416 GONI RD BLDG D STE 132

Appropriation Unit: 3243-74

Is budget authority

Yes

City/State/Zip

CARSON CITY, NV 89706

available?:

If "No" please explain: Not Applicable

Contact/Phone:

775-687-4210 775/687-4210

Vendor No.:

D40200000

**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.

Federal Funds

0.00 % 100.00 %

Fees **Bonds**  0.00 % 0.00 %

Highway Funds

General Funds

0.00 %

Other funding

0.00 %

Contract start date:

X

a. Effective upon Board of

**Yes** or b. other effective date:

NA

Examiner's approval?

Anticipated BOE meeting date 12/2014

Retroactive?

No

If "Yes", please explain

## Not Applicable

3. Termination Date:

03/31/2016

Contract term:

1 year and 120 days

4. Type of contract:

**Interlocal Agreement** 

Contract description:

**BIPP Project** 

5. Purpose of contract:

This is a new interlocal agreement to reimburse Aging and Disability Services for providing the professional information technology staff to conduct the activities for the Balancing Incentive Payments Program. The purpose is to develop enhancements to the Harmony case management system in order to provide timely functional and financial eligibility determinations improving access to long-term services and supports.

The maximum amount of the contract for the term of the contract is: \$3,799,380.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

To support the Harmony project which is the development of a case management system required as a benchmark of the Money Follows the Person grant.

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

The programming is being done under MSA, there are no qualified State employee to perform the work.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Not Applicable

b. Soliciation Waiver: Not Applicable

Contract #: 16017 Page 1 of 2 10 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:

DHCFP has several contracts with the Aging and Disability Services Division and work has been satisfactory.

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

User

Pending

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

**BOE Final Approval** 

Budget Account Approval Ikoehler
Division Approval trooker
Department Approval ecreceli
Contract Manager Approval Pending
Budget Analyst Approval Pending
BOE Agenda Approval Pending

Signature Date

08/21/2014 13:15:56 PM 10/10/2014 10:16:48 AM 10/10/2014 10:17:02 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: 15972

Legal Entity

ACCURATE BUILDING MAINTENANCE

Name:

**DHHS - PUBLIC AND BEHAVIORAL** Agency Name: **HEALTH** 

Contractor Name:

**ACCURATE BUILDING** 

**MAINTENANCE** 

Agency Code: 406

Address:

LLC

4435 W SUNSET RD

Appropriation Unit: 3161-07

LAS VEGAS, NV 89118-4321

Is budget authority available?:

Yes

City/State/Zip

If "No" please explain: Not Applicable

Contact/Phone:

Tammy Hanson 702/220-8180

Vendor No.:

T81039103

**NV Business ID:** 

NV19991074849

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 100.00 % 0.00 %

Fees 0.00 % **Bonds** 0.00 %

Federal Funds Highway Funds

0.00 %

Other funding

0.00 %

Agency Reference #: 406

Contract start date:

a. Effective upon Board of

No

or b. other effective date

08/01/2014

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

If "Yes", please explain

An Amendment to original contract to extend two years was rejected due to a mathematical computation error and the agency was unable to submit the corrected amendment to the Budget Division before the July BOE deadline. Since the agency does not have enough resources available to provide this after hours service, the services were continued so as not to disrupt required cleanliness and maintenance standards.

07/31/2016 3. Termination Date:

4. Type of contract:

Contract term:

2 years Contract

Contract description:

Janitorial Services

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services to buildings #1 and #2, Outpatient and Community Programs, on the Southern Nevada Adult Mental Health Services West Charleston campus.

NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$169,244.00

Payment for services will be made at the rate of \$6,742.00 per month

Other basis for payment: to increase to \$6945.00/month in second year plus a \$5000.00 contingency

# II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 331.080 authorizes expenditures for maintenance and repair, for the health and well being of staff, clients, families and visitors, it is necessary to have janitorial services to keep the buildings clean and germ free

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

Southern Nevada Adult Mental Health Services does not have the staff or resources available to provide this after hours service.

9. Were quotes or proposals solicited?

Yes

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

Yes

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

b. Soliciation Waiver: Not Applicable

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

This vendor's proposal was scored the highest by the evaluation committee

d. Last bid date: 01/17/2012 Anticipated re-bid date: 01/04/2016

10. Does the contract contain any IT components?

## 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:

State Buildings and Grounds, Grant Sawyer - 2000-current; Bradley Building, 2002-current; Welfare Division, 2005-current, Southern Nevada Adult Mental Health Services, 2012-current. All satisfactory or better

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 08/12/2014 17:44:18 PM Budget Account Approval alaw1 **Division Approval** alaw1 08/12/2014 17:44:22 PM Department Approval 08/17/2014 09:54:21 AM ecreceli Contract Manager Approval 08/18/2014 08:25:18 AM rfine **Budget Analyst Approval** bberry 08/21/2014 11:41:07 AM **BOE** Agenda Approval 08/26/2014 14:17:54 PM nhovden

BOE Final Approval Pending

#### BRIAN SANDOVAL Governor

ROMAINE GILLILAND

Director

# STATE OF NEVADA



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, NV 89706

Telephone: (775) 684-5975 · Fax: (775) 684-4211

August 4, 2014

# **MEMORANDUM**

TO:

Brenda Berry

Budget Analyst Budget Division

THROUGH:

Mark Winebarger

Administrative Services Officer IV

Division of Public and Behavioral Health

FROM:

Chelsea Szklany

Hospital Administrator

Southern Nevada Adult Mental Health Services

SUBJECT:

REQUEST FOR RETROACTIVE START DATE OF CONTRACT -Accurate Building Maintenance

(CETS #15972)

Please consider this request for retroactive approval for the contract referenced here.

This contract was to start August 1, 2014, however, the previously submitted amendment to Accurate's initial contract was rejected due to a mathematical computation error and the agency was unable to resubmit the corrected amendment to the Budget Division before the July BOE deadline. Since the agency does not have the staff or the resources to provide this after hours service, the services were continued so as not to disrupt required cleanliness and maintenance standards.

The agency has since developed systems requiring multiple levels of review prior to the submission of contracts and their amendments in an attempt to keep this type of situation from occurring in the future.

Thank you for your consideration in this matter.

CC: Rick Morse, Program Officer II

Division of Public and Behavioral Health

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: 15998

Legal Entity

DHHS - Office of the Director

Name:

Address:

**DHHS - PUBLIC AND BEHAVIORAL** Agency Name:

Contractor Name: DHHS - Office of the Director

**HEALTH** 

406

4126 Technology Way, Suite 100

Appropriation Unit: 3218-22

Is budget authority

Yes

City/State/Zip

Carson City, NV 89706

available?:

Agency Code:

If "No" please explain: Not Applicable

Contact/Phone:

Angela Friedman 775-684-4003

Vendor No.:

2015

NV Business ID: Government Entity

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

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

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

C 14621 Agency Reference #:

Contract start date:

X

a. Effective upon Board of

No or b. other effective date 07/01/2014

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

If "Yes", please explain

This Inter-local Contract was delayed because the Program must wait for the receipt of the new NOGA which is effective July 1, 2014 through June 30, 2015. Typically the PHP Program received NOGA's from DHHS on the effective date and therefore must have a retroactive start date.

3. Termination Date: 06/30/2015 Contract term: 364 days

4. Type of contract: **Interlocal Agreement** Contract description: **Fund Accountability** 

5. Purpose of contract:

This is a new interlocal agreement to account for ongoing federal funds expended between Public Health Preparedness and the Department of Health and Human Services Director's Office for a Tribal Liaison. This position will collaborate with InterTribal Emergency Response Commission to build partnerships between Tribal Nations, local organizations and agencies, in order to; more clearly outline available resources, roles and responsibilities; work to improve communication and relationships with local and community organizations active in disasters; improve information sharing with tribal clinics; improve tribal participation in preparedness coalitions; and identify tribal stakeholders that need to receive healthrelated information and situational awareness data.

## 6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$70,832.00

Other basis for payment: \$52,832.00 for labor, \$6,000.00 for travel, \$500.00 for supplies, \$.00 for equipment, \$10,000.00 for other expenses and \$1,500.00 for Director's Office Fiscal Staff Cost Allocation.

# II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is in accordance with the federal guidelines pertaining to the grant award.

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

State employees will be performing the services for the pass through of federal funds.

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

Division?

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

Not Applicable

b. Soliciation Waiver: 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?

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

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

If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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:

User Signature Date Approval Level 08/12/2014 16:28:03 PM **Budget Account Approval** alaw1 **Division Approval** alaw1 08/12/2014 16:28:05 PM Department Approval 08/17/2014 10:08:05 AM ecreceli Contract Manager Approval rmorse 08/18/2014 07:49:26 AM **Budget Analyst Approval** 08/21/2014 11:33:37 AM bberry **BOE** Agenda Approval nhovden 08/26/2014 14:01:05 PM **BOE Final Approval** 

Pending

Contract #: 15998 Page 2 of 2 12

#### BRIAN SANDOVAL Governor

STATE OF NEVADA

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, NV 89706

Telephone: (775) 684-5975 · Fax: (775) 684-4211

August 18, 2014

# **MEMORANDUM**

TO: Brenda Berry

Budget Analyst IV Budget Division

THROUGH: Marta Jensen

Deputy Administrator, Administrative Services Division of Public and Behavioral Health

FROM: Chad Westom

Bureau Chief

**PAIS** 

SUBJECT: REQUEST FOR RETROACTIVE START DATE OF CONTRACT – DHHS – Office of the

**Director (CETS # 15998)** 

This memorandum requests that the following Inter-local Contract with DHHS -Health and Human Services Director's Office (BA 3150) CETS# 15998 be approved for a retroactive start date effective July 1, 2014. This Inter-local Contract was delayed because the Program must wait for the receipt of the new NOGA which is effective July 1, 2014 through June 30, 2015.

Typically the PHP Program received NOGA's from DHHS on the effective date and therefore must have a retroactive start date.

If you have any questions, please contact Sue Genzler at (775)684-5973 or sgenzler@health.nv.gov.

Thank you for your consideration in this matter.

CC: Rick Morse, Program Officer II

Division of Public and Behavioral Health

# CONTRACT SUMMARY

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

## I. DESCRIPTION OF CONTRACT

1. Contract Number: 15993

Legal Entity

UNIVERSITY OF UTAH DBA

Name:

Agency Name:

**DHHS - PUBLIC AND BEHAVIORAL HEALTH** 

Contractor Name:

**Pediatric Medical Genetics** 

Agency Code: Appropriation Unit: 3222-12

406

50 N. Medical Dr. Address:

**RM 2C412 SOM** 

Is budget authority

Yes

City/State/Zip

Salt Lake City, UT 84132-0001

available?:

If "No" please explain: Not Applicable

Contact/Phone:

Tammy Sheffield 801-581-8416

Vendor No.:

T29000319

**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 Federal Funds

0.00 % 8.20 %

Fees **Bonds**  0.00 % 0.00 %

Highway Funds

0.00 %

Other funding

91.80 % Medical Charges - Metabolic Fees

Agency Reference #: C 14658

Contract start date:

X

a. Effective upon Board of

No

or b. other effective date

07/01/2014

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

If "Yes", please explain

This contract was not able to be submitted to the Board of Examiners in a timely fashion due to negotiations between the State and the University of Utah taking far longer than expected.

3. Termination Date:

06/30/2016

Contract term:

2 years

4. Type of contract:

**Interlocal Agreement** 

Contract description:

**Metabolic Clinics** 

5. Purpose of contract:

This is a new interlocal agreement that continues ongoing services to provide a physician, qualified to practice medicine in Nevada by the Nevada Board of Medical Examiners, to conduct metabolic clinics and function as an on-call" consultant for division staff and Nevada medical providers to discuss treatment modalities and necessary testing for abnormal newborn screening tests concerning metabolic disorders.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$141,200.00

Other basis for payment: Invoices will be provided for each clinic and will include the cost of the clinic, travel, administrative costs and any 'on-call' consultant costs (estimated to be 10 hours per month, \$150.00 per hour).

# II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada must provide care for children born with metabolic health issues.

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

There are currently no licensed Metabolic Clinicians in the State of Nevada.

9. Were quotes or proposals solicited?

Nο

Was the solicitation (RFP) done by the Purchasing

No

Division?

Contract #: 15993

Page 1 of 2 13 a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)
- c. Why was this contractor chosen in preference to other?

The University of Utah School of Medicine has been providing this service over a period of time with excellent results.

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?

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

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

If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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	alaw1	08/14/2014 16:58:14 PM
Division Approval	alaw1	08/14/2014 16:58:25 PM
Department Approval	ecreceli	08/17/2014 10:19:11 AM
Contract Manager Approval	rmorse	08/18/2014 10:22:22 AM
Budget Analyst Approval	bberry	08/21/2014 11:26:35 AM
BOE Agenda Approval	nhovden	08/26/2014 14:11:42 PM
BOE Final Approval	Pending	

Contract #: 15993 Page 2 of 2 13 File Name: Letter to the BOE.doc.docx PDF Conversion Status is Error: Upload Failed

#### BRIAN SANDOVAL Governor

STATE OF NEVADA

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, NV 89706

Telephone: (775) 684-5975 · Fax: (775) 684-4211

August 15, 2014

# **MEMORANDUM**

TO: Brenda Berry

Budget Analyst IV Budget Division

THROUGH: Marta Jensen

Deputy Administrator, Administrative Services Division of Public and Behavioral Health

FROM: Christine N. Mackie

Child, Family, and Community Wellness Bureau Chief

SUBJECT: REOUEST FOR RETROACTIVE START DATE OF PROFESSIONAL SERVICES

AGREEMENT WITH UNIVERSITY OF UTAH (CETS # 15993)

This memorandum requests that the Professional Services Agreement between the Nevada Division of Public and Behavioral Health and University of Utah (CETS # 15993) be approved for a retroactive start date effective July 1, 2014. This agreement needs a retroactive start date because the original signed document still referenced "Health Division" instead of "Division of Public and Behavioral Health" and a new signature page had to be created. This contract was not able to be submitted to the Board of Examiners in a timely fashion because it took the University of Utah longer than anticipated to collect the required signatures on the new signature page. The following actions have been taken to prevent the need for future retroactive requests: The revised document has the correct information so there should be no need to spend additional time to make changes to the document in the future.

The Bureau therefore requests that this Professional Services Agreement be accepted with a retroactive start date of July 1, 2014. This agreement is critical to the provision of Dried Blood Spot screening for newborns and to the care of all Nevadans with one of the rare genetic disorders identified on the Newborn Screening panel of conditions. There is no other physician practicing in Nevada who specializes in pediatric medical genetics. This agreement allows Dr. Nicola Longo to provide quarterly metabolic clinics in both Reno and Las Vegas for Nevadans with metabolic disorders. If this contract is not approved, these essential clinics must be discontinued until such time as another provider with similar expertise can be recruited and hired.

Thank you for your consideration in this matter.

cc: Rick Morse, Contracting Manager Newborn Screening Program Manager

# CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1 1. Contract Number: 14845 Amendment

Number:

Legal Entity **Nevada Dairy Commission** 

Name:

**DHHS - DIVISION OF CHILD AND** Agency Name: Contractor Name: **Nevada Dairy Commission** 

**FAMILY SERVICES** 

Agency Code: 409 Address: 405 S 21st St

Appropriation Unit: 3145-04

Is budget authority Yes City/State/Zip **Sparks, NV 89431** 

available?:

If "No" please explain: Not Applicable Contact/Phone: null775-353-3600

> Vendor No.: State

**NV Business ID:** government

To what State Fiscal Year(s) will the contract be charged? 2014-2015

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

General Funds 50.00 % 0.00 % 0.00 % Federal Funds 50.00 % Bonds 0.00 % Highway Funds 0.00 % Other funding

Contract start date:

a. Effective upon Board of or b. other effective date 07/15/2013 No

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? Yes

If "Yes", please explain

A retroactive effective date of October 1, 2014, is requested. The Division had believed that this Contract amendment would require Clerk of Board approval. Budget office staff have determined that since this Contract involves the sublease of office space it should be treated as a Lease. All Leases must go before the Board of Examiners.

3. Previously Approved

06/30/2015

Termination Date:

Contract term: 1 year and 350 days

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

Contract description: sublease

5. Purpose of contract:

This is the first amendment to the original interlocal agreement to sublease 1,906 square feet at 4600 Kietzke Lane #A-107 in Reno from the Nevada Dairy Commission. This amendment increases the dollar amount from \$57,797.91 to \$71,383.68 to increase the subleased space to 3,066 square feet, due to the implementation of Mobile Crisis Unit.

#### CONTRACT AMENDMENT

1. The maximum amount of the original contract: \$57,797.91 2. Total amount of any previous contract amendments: \$0.00 3. Amount of current contract amendment: \$13,585.77 4. \$71,383.68 New maximum contract amount:

# II. JUSTIFICATION

7. What conditions require that this work be done?

The need for the original 1,906 square feet was due to an increase in staffing at Northern Nevada Child and Adolescent Services, which caused the Program and Evaluation Unit to need to relocate to a new space. The new 1,106 square feet in this amendment is needed for new Mobile Crisis positions.

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

Work space is needed for this unit.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

Division?

No

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

Not Applicable

b. Soliciation Waiver: 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?

If "Yes", please explain

State agency

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

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

State agency

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

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

Not Applicable

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	09/05/2014 09:02:53 AM
Division Approval	jmorro5	09/05/2014 09:02:57 AM
Department Approval	ecreceli	09/11/2014 14:00:17 PM
Contract Manager Approval	ihyman	09/16/2014 16:04:07 PM
Budget Analyst Approval	knielsen	09/16/2014 16:20:33 PM
BOE Agenda Approval	nhovden	09/17/2014 09:46:54 AM





DEPARTMENT OF HEALTH & HUMAN SERVICES **DIVISION OF CHILD AND FAMILY SERVICES** 4126 Technology Way, 3rd Floor Carson City, Nevada 89706 (775) 684-4400

# **MEMORANDUM**

TO:

Julia Teska, Director

Department of Administration

THROUGH:

Amber Howell, Administrator

Division of Child and Family Services

FROM:

Danette Kluever, Deputy Administrator
Division of Child and Family Services

DATE:

September 16, 2014

SUBJECT:

Retroactive Contract – Nevada Dairy Commission

A retroactive effective date of October 1, 2014, is requested for this Contract amendment between the Division of Child and Family Services (DCFS) and the Nevada Dairy Commission in order to provide office space for new Mobile Crisis staff in Reno.

The Division had believed that this Contract amendment would require Clerk of Board approval. Budget office staff have determined that since this Contract involves the sublease of office space it should be treated as a Lease. All Leases must go before the Board of Examiners.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me at (775) 684-4414.

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**CONTRACT SUMMARY** 

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

## I. DESCRIPTION OF CONTRACT

1. Contract Number: 12810 Amendment 2

Number: Legal Entity

Nevada PEP, Inc

Name:

Agency Name: **DIVISION OF CHILD AND FAMILY** 

SERVICES

Contractor Name: Nevada PEP, Inc

409 Address: 2101 S. Jones Blvd

Appropriation Unit: 3646-04 Suite 120

Is budget authority Yes City/State/Zip Las Vegas, NV 89146-3171

available?:

Agency Code:

If "No" please explain: Not Applicable Contact/Phone: Karen Taycher 702-388-8899

Vendor No.: T80975409 NV Business ID: NV19931063169

To what State Fiscal Year(s) will the contract be charged? 2012-2016

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

 X
 General Funds
 40.90 %
 Fees
 0.00 %

 X
 Federal Funds
 56.60 %
 Bonds
 0.00 %

Highway Funds 0.00 % X Other funding 2.50 % rent income, patient collections

Agency Reference #: RFP #1936

2. Contract start date:

a. Effective upon Board of No or b. other effective date 01/01/2012

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

# Not Applicable

3. Previously Approved

12/31/2015

Termination Date:

Contract term: 4 years
4. Type of contract: Contract

Contract description: Support Services

5. Purpose of contract:

This is the second amendment to the original contract, which continues to provide family-to-family support services for both northern and southern Nevada. This amendment increases the maximum amount from \$1,359,601.69 to \$1,569,577.53, due to the opening of the Mobile Crisis Units for both Northern and Southern Nevada Child and Adolescent Services.

# 6. CONTRACT AMENDMENT

The maximum amount of the original contract: \$648,820.03
 Total amount of any previous contract amendments: \$710,781.66
 Amount of current contract amendment: \$209,975.84
 New maximum contract amount: \$1,569,577.53

# II. JUSTIFICATION

7. What conditions require that this work be done?

Families are in need of assistance for counseling when not yet in a DCFS program.

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

State and Division employees don't provide family counseling.

9. Were quotes or proposals solicited?

Yes

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

Yes

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

b. Soliciation Waiver: Not Applicable

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

Only bidder, met criteria per Scope of Work

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

## III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Yes, with DCFS and service has been satisfactory.

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

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

Not Applicable

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

**Nevada Corporation** 

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

Yes

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

Yes

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

Yes

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmorro5	08/14/2014 11:35:39 AM
Division Approval	jmorro5	08/14/2014 11:35:42 AM
Department Approval	ecreceli	08/17/2014 10:34:34 AM
Contract Manager Approval	ihyman	08/18/2014 09:28:05 AM
Budget Analyst Approval	knielsen	08/20/2014 09:48:18 AM
BOE Agenda Approval	nhovden	08/26/2014 14:26:40 PM

# CONTRACT SUMMARY

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 16050

Legal Entity **AUTOMATED TEMPERATURE** 

Name: CONTROLS

**ADJUTANT GENERAL & NATIONAL** Contractor Name: **AUTOMATED TEMPERATURE** Agency Name: **GUARD** 

**CONTROLS** 

Agency Code: 431 Address: INC

Appropriation Unit: 3650-10 8535 DOUBLE R BLVD

Is budget authority Yes City/State/Zip RENO, NV 89511-2270

available?:

If "No" please explain: Not Applicable Contact/Phone: null775/826-7700

Vendor No.: PUR0003825 NV Business ID: NV19871039226

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

Agency Reference #: NMD# 029-14S

Contract start date:

X

a. Effective upon Board of Yes or b. other effective date: NA

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive?

If "Yes", please explain

Not Applicable

01/15/2015 3. Termination Date: 106 days Contract term: 4. Type of contract: Contract

Contract description: **Delta Controls-Stead** 

5. Purpose of contract:

This is a new contract to provide installation of Delta Controls components at the Stead Training Center barracks rooms. These components will allow personnel the feasibility to evaluate, monitor and implement control measures that will reduce energy consumption.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$53,642.99

# II. JUSTIFICATION

7. What conditions require that this work be done?

Installation and programming for Delta Controls components at the Stead Training Center will allow the personnel staff feasibility to evaluate, monitor and implement control measures that will reduce energy consumption.

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 conduct the installation this specific type of Automated Temperaturé Controls.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Contract #: 16050 Page 1 of 2 16

- b. Soliciation Waiver: Not Applicable
- c. Why was this contractor chosen in preference to other?

Delta's only Northern Nevada representative is Automated Temperature Controls.

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 Military - 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:

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	09/04/2014 16:46:58 PM
Division Approval	ctyle1	09/09/2014 09:18:44 AM
Department Approval	ctyle1	09/09/2014 09:25:07 AM
Contract Manager Approval	ctyle1	09/09/2014 09:25:09 AM
Budget Analyst Approval	jborrowm	09/12/2014 15:02:30 PM
BOE Agenda Approval	jborrowm	09/12/2014 15:02:34 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: 16059

Legal Entity

National Guard Bureau

Name:

**ADJUTANT GENERAL & NATIONAL** Agency Name:

Contractor Name:

**National Guard Bureau** 

**GUARD** 

Agency Code:

431

Address:

2452 Fairview Drive

Is budget authority

Appropriation Unit: 3650 - All Categories

Yes

City/State/Zip

Carson City, NV 89701

available?:

If "No" please explain: Not Applicable

Contact/Phone:

nullN/A

Vendor No.:

**NV Business ID:** N/A

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 17.50 % Fees 0.00 % X Federal Funds 82.50 % **Bonds** 0.00 % Highway Funds 0.00 % Other funding 0.00 %

Contract start date:

a. Effective upon Board of

No or b. other effective date 10/01/2014

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive?

If "Yes", please explain

MCA is the contract between NGB and State of Nevada for FFY 2015 - 2019, which is effective Oct 1st of 2014. Contract was not submitted earlier due to ongoing updates and signatures required from all parties.

3. Termination Date: 09/30/2019

Contract term: 5 years

4. Type of contract: **Cooperative Agreement** MCA FFY 2015 - 2019 Contract description:

5. Purpose of contract:

This is a new Master Cooperative Agreement (MCA) for ongoing operations between the Office of the Military and the National Guard Bureau (NGB). This MCA establishes the terms and conditions applicable to the contribution of NGB funds or In-Kind Assistance for the operation and training of the State Army and Air National Guard.

The maximum amount of the contract for the term of the contract is: \$90,000,000.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

To sustain daily operations of Nevada State Army and Air National Guard.

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

N/A

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

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

Not Applicable

b. Soliciation Waiver: Not Applicable

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

Contract #: 16059 Page 1 of 2 17 N/A

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

10. Does the contract contain any IT components? No

## III. OTHER INFORMATION

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

No

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

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

If "Yes", please explain No

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

N/A

- 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	ctyle1	09/09/2014 13:39:24 PM
Division Approval	ctyle1	09/09/2014 13:39:26 PM
Department Approval	ctyle1	09/09/2014 13:39:28 PM
Contract Manager Approval	ctyle1	09/09/2014 13:39:30 PM
Budget Analyst Approval	jborrowm	09/22/2014 15:29:26 PM
BOE Agenda Approval	jborrowm	09/22/2014 15:29:34 PM
BOE Final Approval	Pending	

17 Contract #: 16059 Page 2 of 2

## 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: 15470

Legal Entity

Software AG USA, Inc.

Name:

**DPS-RECORDS & TECHNOLOGY** Agency Name:

Contractor Name:

Software AG USA, Inc.

655

Address:

575 Florida Street, Suite 100

Appropriation Unit: 4709-22

Is budget authority

Yes

City/State/Zip

San Francisco, CA 94110

available?:

Agency Code:

If "No" please explain: Not Applicable

Contact/Phone:

Roger Sherman 916-641-8004

Vendor No.:

T81087188

NV Business ID:

NV20081664091

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 100.00 % Federal Funds 0.00 % Highway Funds 0.00 %

**Bonds** 

Other funding

Fees

0.00 % 0.00 % 0.00 %

Agency Reference #: RFP #3098

2. Contract start date:

Effective upon Board of

or b. other effective date: Yes

NA

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

No

If "Yes", please explain

**Not Applicable** 3. Termination Date:

Contract term:

06/30/2015 272 days Contract

4. Type of contract:

Software install

5. Purpose of contract:

Contract description:

This is a new contract to provide for installation, configuration, and training for webMethods software on existing hardware already purchased for the Nevada Criminal Justice Information System (NCJIS) Modernization project. This is the "Implement Integration Services" phase utilizing one-shot funding for NCJIS Modernization approved during the 2013 Legislative Session.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$396,649.60

Other basis for payment: Upon invoice submitted by vendor, subject to agency approval

# II. JUSTIFICATION

7. What conditions require that this work be done?

Software AG webMethods is a new product that will be utilized during the NCJIS Modernization project and this contract will develop subject matter experts (SMEs) within the Department of Administration, Enterprise Information Technology Services (EITS), to better serve the needs of the Department of Public Safety as the NCJIS Modernization project moves forward.

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

There are no State employees that are subject matter experts (SMEs) in Software AG webMethods software.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

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

b. Soliciation Waiver: Not Applicable

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

Pursuant to RFP 3098, 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:

01/24/2014

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?

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	kdaly	03/26/2014 13:00:12 PM
Division Approval	jdibasil	09/09/2014 09:57:47 AM
Department Approval	jbauer	09/09/2014 10:13:26 AM
Contract Manager Approval	jbauer	09/09/2014 10:13:29 AM
DoIT Approval	bbohm	09/09/2014 11:14:40 AM
Budget Analyst Approval	jstrandb	09/12/2014 15:00:27 PM
BOE Agenda Approval	cwatson	09/15/2014 13:53:37 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY** 

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

# I. DESCRIPTION OF CONTRACT

1. Contract Number: 14264 Amendment 3

Number: Legal Entity

FENNEMORE CRAIG PC DBA

Name:

Agency Name: COLORADO RIVER COMMISSION Contractor Name: FENNEMORE CRAIG PC DBA

Agency Code: 690 Address: FENNEMORE CRAIG JONES VARGAS

Appropriation Unit: 4490-04 2394 E CAMELBACK RD STE 600

Is budget authority Yes City/State/Zip PHOENIX, AZ 85016-3429

available?:

If "No" please explain: Not Applicable Contact/Phone: Lauren Caster 602/916-5000

Vendor No.: T29023069

NV Business ID: NV20061183222

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 %

 Federal Funds
 0.00 %
 Bonds
 0.00 %

Highway Funds 0.00 % X Other funding 100.00 % Water and Power Administrative Charges

2. Contract start date:

a. Effective upon Board of No or b. other effective date 06/11/2013

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

# Not Applicable

3. Previously Approved 06/10/2015

Termination Date:

Contract term: 3 years and 20 days

4. Type of contract: Contract

Contract description: Fennemore Craig

5. Purpose of contract:

This is the third amendment to the original contract, which provides continuing legal services and representation on the Navajo Nation v. United States that challenges current Colorado River operations, including the Guidelines, Federal banking regulations (which permit us to bank Nevada's water in Arizona and California). This amendment extends the termination date from June 10, 2015 to June 30, 2016 and increases the maximum amount from \$259,000.00 to \$519,000.00 due to anticipated continuation of litigation at the trial court level and potentially before the court of appeals.

## 6. CONTRACT AMENDMENT

The maximum amount of the original contract: \$300,000.00
 Total amount of any previous contract amendments: -\$41,000.00
 Amount of current contract amendment: \$260,000.00
 New maximum contract amount: \$519,000.00
 and/or the termination date of the original contract has changed to: 06/30/2016

## II. JUSTIFICATION

7. What conditions require that this work be done?

Legal action involving the Colorado River and it's tributaries with regard to Indian water rights. The particular rights in question involve Arizona tribes. Due to lack of expertise in the agency and with the assigned deputy Attorney General with Arizona Indian water law and specifically with Colorado issues the agency needed to find external assistance. Investigation by the Deputy Attorney General into lawyers able to perform this work led to the proposed contractor. The Navajo Nation is taking steps to revive this litigation before an appeal is pursued.

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

Insufficient legal experience in Arizona Indian water law and water rights to support the positions of the state in the existing legal actions under consideration.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Not Applicable

- b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)
- c. Why was this contractor chosen in preference to other?

Inquiry into capable legal services in this action led to this contractor as being the most knowledgeable in the field. The need involves attorney services/special witness as defined in NAC 333.150. The attorney has provided excellent services and is the attorney of record in this case. In this case his services have led to initial dismissal in the trial court which is a very favorable result for the state of NV.

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 firm is a current contractor for the Colorado River Commission.

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** gbenton 09/09/2014 14:49:34 PM **Division Approval** gbenton 09/09/2014 14:49:39 PM 09/09/2014 14:53:11 PM Department Approval dbeatty Contract Manager Approval 09/09/2014 15:15:39 PM jsalo **Budget Analyst Approval** jborrowm 09/12/2014 07:48:58 AM **BOE** Agenda Approval 09/12/2014 07:49:11 AM jborrowm

# CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

Appropriation Unit: 4461-12

2 1. Contract Number: 14682 Amendment

Number: Legal Entity

SEFTON, DONALD H DBA

Name:

Agency Name: **DEPARTMENT OF WILDLIFE** Contractor Name: **SEFTON, DONALD H DBA** SYSTEMS CONSULTANTS

Agency Code: 702 Address:

**185 NORTH MAIN STREET** 

Is budget authority Yes City/State/Zip **FALLON, NV 89406** 

available?:

If "No" please explain: Not Applicable Contact/Phone: null775/423-1345

> Vendor No.: T80965873

**NV Business ID:** NV20101587444

2014-2016 To what State Fiscal Year(s) will the contract be charged?

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

0.00 % 100.00 % General Funds Χ Fees Federal Funds 0.00 % **Bonds** 0.00 % Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: RFP # 3009

Contract start date:

a. Effective upon Board of No or b. other effective date 10/01/2013

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive?

If "Yes", please explain

Not Applicable

3. Previously Approved 09/30/2015

Termination Date:

Contract term: 1 year and 364 days

4. Type of contract: Contract

Contract description: **Application Hunts** 

5. Purpose of contract:

This is the second amendment to the original contract, which provides services to administer, maintain and enhance the existing Application Hunt System for receiving and processing game tag applications and their associated fees as well as administering and conducting the game tag drawing. This amendment increases the maximum amount from \$2,546,939.30 to \$2,743,891.78 due to the increase in the number of applications in the second year of the contract from 185,034 to \$200,000 and the inclusion of license agent commission on the payment schedule for those licenses and stamps sold by the contractor as an agent for the department pursuant to NRS 502.040.

# 6. CONTRACT AMENDMENT

The maximum amount of the original contract: \$2,546,939.30 1. 2. Total amount of any previous contract amendments: \$0.00 3. Amount of current contract amendment: \$196,952.48 4. New maximum contract amount: \$2,743,891.78

#### JUSTIFICATION

7. What conditions require that this work be done?

Game tag applications and return cards (information from hunters associated with tags) must be processed or such fees cannot be collected, tags cannot be awarded (hence certain species cannot be hunted), and return card information cannot be processed. NRS 502.175 mandates that the Department of Wildlife contract with a private entity. In addition, legislation, Wildlife Commission action and/or the need for useful additions to the system may result in the need for program enhancements.

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

NRS 502.175 mandates the Department contract with a private entity for the application hunt program administration and system maintenance.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

b. Soliciation Waiver: Not Applicable

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

Systems Consultants was the only vendor to respond to the solicitation.

d. Last bid date: 03/15/2013 Anticipated re-bid date: 03/15/2015

10. Does the contract contain any IT components?

#### 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:

Systems Consultants has been under contract with NDOW since 1993. Quality of 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:

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 Approvalkdailey09/04/2014 12:21:16 PMDivision Approvalkdailey09/04/2014 12:21:19 PMDepartment Approvaleobrien09/04/2014 14:37:37 PMContract Manager Approvalkdailey09/04/2014 14:38:09 PM

Budget Analyst Approval BOE Agenda Approval

sbarkdul cwatson 09/08/2014 13:40:18 PM 09/15/2014 14:05:52 PM

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# CONTRACT SUMMARY

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 16030

Legal Entity

NATIONAL PARK SERVICE

Name:

**DEPARTMENT OF WILDLIFE** Agency Name:

702

Contractor Name:

NATIONAL PARK SERVICE

Address:

LAKE MEAD NRA

**601 NEVADA HWY** 

Appropriation Unit: 4463-35 Is budget authority

Yes

City/State/Zip

**BOULDER CITY, NV 89005** 

available?:

Agency Code:

If "No" please explain: Not Applicable

Contact/Phone:

null702-293-8963

T81080096

**NV Business ID:** NA

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

2015-2020

Vendor No.:

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

General Funds Federal Funds

0.00 %

Fees

0.00 %

Highway Funds

0.00 % 0.00 % **Bonds** 

0.00 %

X Other funding 100.00 % CLARK COUNTY TRANSFER

Agency Reference #: 14-67

2. Contract start date:

Effective upon Board of

or b. other effective date:

NA

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

No

If "Yes", please explain

**Not Applicable** 

06/30/2020

3. Termination Date: Contract term:

5 years and 274 days

4. Type of contract:

**Interlocal Agreement** 

Contract description:

**Boat Safety Program** 

5. Purpose of contract:

This is a new interlocal agreement to provide funding for the on-the-water volunteer program for the National Park Service Lake Mead National Recreation Area. The funding is used to provide resources for water safety patrols/assistance, educational campaigns, and safety awareness for the boating public.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$400.000.00

Payment for services will be made at the rate of \$80,000.00 per year

## II. JUSTIFICATION

7. What conditions require that this work be done?

This project provides funding for the National Park Service Volunteer Program (VIP). NPS volunteers act as boating safety instructors and improve boating safety awareness.

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

Volunteer Program.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Not Applicable

b. Soliciation Waiver: Exempt (Per statute)

Contract #: 16030 Page 1 of 2 c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

## III. OTHER INFORMATION

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

No

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

No

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

**No** If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

- 15. Not Applicable
- 16. Not Applicable
- 17. Not Applicable
- 18. Agency Field Contract Monitor:
- 19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	08/29/2014 10:54:31 AM
Division Approval	kdailey	08/29/2014 10:54:34 AM
Department Approval	eobrien	08/29/2014 16:52:58 PM
Contract Manager Approval	kdailey	09/02/2014 08:24:51 AM
Budget Analyst Approval	sbarkdul	09/04/2014 08:25:27 AM
BOE Agenda Approval	cwatson	09/15/2014 13:57:39 PM
BOE Final Approval	Pending	

Contract #: 16030 Page 2 of 2

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# CONTRACT SUMMARY

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

## I. DESCRIPTION OF CONTRACT

1. Contract Number: 13797 Amendment 2

Number:

Legal Entity NATIVE RANGE INC

Name:

Agency Name: WILDLIFE Contractor Name: NATIVE RANGE INC

Agency Code: 702 Address: 1746F S VICTORIA AVE #378

Appropriation Unit: 4464-14

Is budget authority Yes City/State/Zip VENTURA, CA 93003-6592

available?:

If "No" please explain: Not Applicable Contact/Phone: null775/996-2211

Vendor No.: T32001556

NV Business ID: NV20121073428

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 %

 Federal Funds
 40.00 %
 Bonds
 0.00 %

Highway Funds 0.00 % X Other funding 60.00 % Heritage Program; Wildlife Trust Fund

Agency Reference #: 13-14

2. Contract start date:

X

a. Effective upon Board of No or b. other effective date 10/09/2012

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

Not Applicable

3. Previously Approved 03/31/2016

Termination Date:

Contract term: 3 years and 174 days

4. Type of contract: Contract

Contract description: Wildlife Capture

5. Purpose of contract:

This is the second amendment to the original contract, which provides aerial wildlife capture, transplant and release services. This work is vital to several department conservation programs: The big game capture, transplant and monitoring program; the big game herd restoration program; and research and monitoring big game habitat use and movement corridors. This amendment increases the maximum amount from \$480,000 to \$750,000 to accommodate the change in the scope of work to add a new cost schedule that includes the cost for aerial capture of mountain goats and conducting helicopter big game surveys.

# 6. CONTRACT AMENDMENT

The maximum amount of the original contract: \$480,000.00
 Total amount of any previous contract amendments: \$0.00
 Amount of current contract amendment: \$270,000.00
 New maximum contract amount: \$750,000.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

The contract will allow NDOW to execute wildlife capture and release strategies as outlined in the Nevada Department of Wildlife Big Game Release Plan for fiscal year 2013, and to continue to monitor big game animals and collaborate in research projects to describe critical habitat areas and movement corridiors as the agency responsible for the conservation of wildlife in the state of Nevada.

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

The Department of Wildlife uses private contractors for this work due to extreme safety issues related to big game netgun captures from a helicopter.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Division?

Yes

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

b. Soliciation Waiver: Not Applicable

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

Highly skilled and experienced pilot and capture crew; the most highly rated and complemented vendor in reference questionnaires compared to all other vendors; ability to effectively and safely use different helicopters for different capture situations, and their cost schedule was the lowest of all other vendors.

d. Last bid date:

08/01/2012

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?

If "Yes", please explain

Not Applicable

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

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

February 2012, for the Nevada Department of Wildlife. Their service in aerial capturing of big game animals was exemplary.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

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

Yes

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

**Contract Approvals:** 

Signature Date Approval Level User 09/03/2014 15:42:58 PM **Budget Account Approval** kdailey **Division Approval** kdailey 09/03/2014 15:43:01 PM Department Approval eobrien 09/03/2014 15:45:11 PM Contract Manager Approval kdailey 09/03/2014 15:51:23 PM **Budget Analyst Approval** cwatson 09/16/2014 13:23:49 PM **BOE** Agenda Approval 09/16/2014 13:23:55 PM cwatson

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# **CONTRACT SUMMARY**

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: 16031

Legal Entity

Nevada Department of Agriculture

Name:

Agency Name: **DEPARTMENT OF WILDLIFE** 

702

Contractor Name: Nevad

**Nevada Department of Agriculture** 

Address:

405 S. 21st Street

Appropriation Unit: 4464-11

Is budget authority

Yes

City/State/Zip

**Sparks**, NV 89431

available?:

Agency Code:

If "No" please explain: Not Applicable

Contact/Phone:

null775-353-3741

Vendor No.:

NV Business ID: N/A

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

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if

the contractor will be paid by multiple funding sources.

noi? maicate the perce

General Funds 0.00 % X Fees

Fees 100.00 % Sportsman Revenue Bonds 0.00 %

2015

Federal Funds 0.00 % Highway Funds 0.00 %

Other funding 0.00 %

Agency Reference #: 14-69

2. Contract start date:

a. Effective upon Board of

**Yes** or b. other effective date:

NA

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

3. Termination Date:

06/30/2015

Contract term:

272 days

Type of contract:

**Interlocal Agreement** 

Contract description:

**WILDLIFE SERVICES** 

5. Purpose of contract:

This is a new interlocal agreement for predation services that are transferred to the Nevada Department of Agriculture to carry out wildlife projects approved by the Nevada Department of Wildlife Commission for the Wildlife Services Office which conducts a variety of predation management projects that provide protection of non-predatory species.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$400,000.00

Other basis for payment: Determined each year by NDOW's Commission through the approval of the annual Predation Managment Plan

## II. JUSTIFICATION

7. What conditions require that this work be done?

Predation of Wildlife requires management to reduce predators which can endanger species populations and the public.

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

Wildlife Services has the skills and staffing to perform the work.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Not Applicable

Contract #: 16031 Page 1 of 2

- b. Soliciation 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?

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

If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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	08/29/2014 11:37:46 AM
Division Approval	kdailey	08/29/2014 11:37:49 AM
Department Approval	eobrien	08/29/2014 16:53:52 PM
Contract Manager Approval	kdailey	09/02/2014 08:25:34 AM
Budget Analyst Approval	sbarkdul	09/04/2014 08:46:41 AM
BOE Agenda Approval	cwatson	09/15/2014 13:55:20 PM
BOE Final Approval	Pending	

Contract #: 16031 Page 2 of 2 23

For Board Use Only
Date: 10/14/2014

## **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: 15980

Legal Entity

**Budget Drilling Inc** 

Name:

Agency Name: DCNR - PARKS DIVISION
Agency Code: 704

Contractor Name:

**Budget Drilling Inc** 

Address:

1170 Darcy Lane

Appropriation Unit: 4605-19

Is budget authority

Yes

City/State/Zip

Pahraump, NV 89060

available?:

If "No" please explain: Not Applicable

Contact/Phone:

Sam Robinson 775-751-3337

Vendor No.:

NV Business ID:

NV20121032781

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 %

X Fees

100.00 % Utility Surcharge

Federal Funds 0.00 %

Bonds

0.00 %

Highway Funds 0.00 %

Other funding

0.00 %

2. Contract start date:

a. Effective upon Board of

**Yes** or b. other effective date:

NA

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

08/01/2017

3. Termination Date: Contract term:

2 years and 305 days

Water well service

4. Type of contract:

Contract

Contract description:

5. Purpose of contract:

This is a new maintenance contract to provide maintenance and service of the water wells with State Parks located in the southern region of the state. These parks include: Valley of Fire; Spring Mountain Ranch; Spring Valley; Echo Canyon; Kershaw Ryan; and Beaver Dam. Services will be rendered on an as needed basis as events occur.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$74,700.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

This is a maintenance contract to service water wells in the southern region that requires special knowledge and equipment.

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

State Parks does not have the equipment or resources to do this type of work.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

b. Soliciation Waiver: Not Applicable

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

This vender had a lower base rate.

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?

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

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

If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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?

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	08/21/2014 09:18:35 AM
Division Approval	sdecrona	08/21/2014 09:18:38 AM
Department Approval	sdecrona	08/21/2014 09:18:42 AM
Contract Manager Approval	sdecrona	08/26/2014 11:39:19 AM
Budget Analyst Approval	jrodrig9	08/27/2014 18:29:17 PM
BOE Agenda Approval	cwatson	09/15/2014 13:49:00 PM
BOE Final Approval	Pending	

Contract #: 15980 Page 2 of 2 24

For Board Use Only
Date: 10/14/2014

## 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: 16016

Legal Entity

Wheeler's Electric Inc

Name:

Agency Name: DCNR - PARKS DIVISION

Contractor Name:

Wheeler's Electric Inc

Agency Code: 704

Address:

PO Box 398

Appropriation Unit: 4605-19

Is budget authority

Yes

City/State/Zip

Overton, NV 89040

available?:

If "No" please explain: Not Applicable

Contact/Phone:

null702-397-8457

Vendor No.:

NV Business ID:

NV19811002885

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 %

**X** Fees

100.00 % Utility Surcharge

Federal Funds 0.00 %

Bonds

0.00 % 0.00 %

Highway Funds 0.00 %

0 % Other funding

2. Contract start date:

a. Effective upon Board of

**Yes** or b. other effective date:

NA

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

08/01/2017

3. Termination Date: Contract term:

2 years and 305 days

4. Type of contract:

Contract

Contract description:

**Electrical Service** 

5. Purpose of contract:

This a new contract to provide electrical system service, repair and maintenance to state parks in the southern region of the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$74,700.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

This is a maintenance contract to service the electrical system in the southern region that requires special knowledge, equipment and licensing.

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

State Parks does not have the equipment or resources to do this type of work.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

b. Soliciation Waiver: Not Applicable

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

The vendor provided the best available coverage (without additional charge) for the parks. The vendor also has superior performance.

Contract #: 16016 Page 1 of 2 25

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

N

## 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	sdecrona	08/26/2014 13:06:48 PM
Division Approval	sdecrona	08/26/2014 13:06:50 PM
Department Approval	sdecrona	08/26/2014 13:06:53 PM
Contract Manager Approval	sdecrona	08/26/2014 13:06:56 PM
Budget Analyst Approval	jrodrig9	08/27/2014 18:35:02 PM
BOE Agenda Approval	cwatson	09/15/2014 13:49:44 PM
BOE Final Approval	Pending	

Contract #: 16016 Page 2 of 2 25

For Board Use Only Date: 10/14/2014

CONTRACT SUMMARY

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 16027

Legal Entity NEVADA WATER ENVIRONMENT

Name: ASSOCIATION

**DCNR - ENVIRONMENTAL** Contractor Name: **NEVADA WATER ENVIRONMENT** Agency Name: **PROTECTION** 

**ASSOCIATION** 

**NWEA** Agency Code: 709 Address:

Appropriation Unit: 3186-34 7180 POLLOCK DR STE 200

Is budget authority Yes City/State/Zip LAS VEGAS, NV 89119-9005

available?:

If "No" please explain: Not Applicable Contact/Phone: John Buzzone 775/997-4519

> Vendor No.: T81092793 **NV Business ID:** NV19881013851

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

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

General Funds 0.00 % X Fees 100.00 % Fees paid by wastewater operators and

permitting applicants. Bonds

Federal Funds 0.00 % 0.00 % Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 2080AM

2. Contract start date:

a. Effective upon Board of No or b. other effective date 11/01/2014

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

Not Applicable

10/31/2018 3. Termination Date: Contract term: 4 years Contract 4. Type of contract:

Contract description: **Wastewater Oper Cert** 

5. Purpose of contract:

This is a new contract to provide a qualified vendor to administer the certification of wastewater treatment system operators throughout the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$160,000.00

Other basis for payment: Monthly based on work completed.

## II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 445A.425 requires the State Environmental Commission to determine and prescribe the qualifications and duties of the supervisors and technicians responsible for the operation and maintenance of plants for sewage treatment and must certify them through NDEP.

NAC 445.A288 states if NDEP chooses not to operate the program for the certification of operators of plants for sewage treatment, NDEP shall enter into an agreement with an approved designee pursuant to which the designee agrees to operate the program.

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

The State would have to hire a full time employee and purchase necessary materials to effectively manage this program at an expense far greater than the proposed contract cost.

9. Were quotes or proposals solicited? Was the solicitation (RFP) done by the Purchasing

Division?

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

b. Soliciation Waiver: Not Applicable

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

Pursuant to RFP #2080, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee. We only received one (1) proposal.

d. Last bid date:

08/13/2014

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

Yes

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?

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

If "Yes", please explain No

Not Applicable

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

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

Nevada Division of Environmental Protection, Bureau of Water Pollution Control from 11/2007 to the present. They have been deemed satisfactory.

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

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

Not Applicable

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:

Approval Level	User	Signature Date
Budget Account Approval	randrews	09/02/2014 16:27:29 PM
Division Approval	sneudaue	09/04/2014 09:45:43 AM
Department Approval	sneudaue	09/04/2014 09:45:46 AM
Contract Manager Approval	tbouas	09/04/2014 09:55:14 AM
Budget Analyst Approval	cwatson	09/15/2014 13:51:31 PM
BOE Agenda Approval	cwatson	09/15/2014 13:51:35 PM
BOE Final Approval	Pending	

For Board Use Only Date: 10/14/2014

## CONTRACT SUMMARY

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 16035

Legal Entity

IRWIN HODSON GROUP LLC

Name:

**DEPARTMENT OF MOTOR** Agency Name: **VEHICLES** 

Contractor Name:

**IRWIN HODSON GROUP LLC** 

Agency Code: 810

Address:

**AIRPORT WAY CORPORATE** 

Appropriation Unit: 4712-25

City/State/Zip

12067 NE GLEN WIDING DR # 103

Is budget authority

Yes

PORTLAND, OR 97220-9109

available?:

If "No" please explain: Not Applicable

Contact/Phone:

Paul Fussner 440/358-9488

Vendor No.: **NV Business ID:**  PUR0005370 NV20141277070

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

2015-2025

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

General Funds

0.00 %

Χ Fees

10/2014

100.00 % License Plate Fees

Federal Funds Highway Funds 0.00 % 0.00 % **Bonds** Other funding 0.00 % 0.00 %

RFP #3117 Agency Reference #:

Contract start date:

a. Effective upon Board of

No

or b. other effective date

10/14/2014

Examiner's approval?

Anticipated BOE meeting date

Retroactive?

If "Yes", please explain

Not Applicable

04/30/2025

3. Termination Date: Contract term:

10 years and 201 days

4. Type of contract:

Contract

Contract description:

Equipment/Sheeting

5. Purpose of contract:

This is a new contract to provide application equipment, design equipment and support services as necessary to produce finished license plates.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$9,484,977.49

Other basis for payment: As invoiced by the vendor and approved by the State.

## II. JUSTIFICATION

7. What conditions require that this work be done?

According to NRS and NAC chapters 482 & 706 the DMV is required to supply license plates to multiple vehicle types at the time of registration/licensing.

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

State employees do not have the equipment or expertise to perform this service.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

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

b. Soliciation Waiver: Not Applicable

Contract #: 16035 Page 1 of 2 27 c. Why was this contractor chosen in preference to other?

Pursuant to RFP #3117, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by and independently appointed evaluation committee.

d. Last bid date:

04/02/2014

Anticipated re-bid date:

04/01/2024

10. Does the contract contain any IT components?

Nο

#### 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?

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

If "Yes", please explain

Not Applicable

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

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

Currently contracted with Department of Motor Vehicles to provide the Sesquicentennial License Plates. Quality of service is satisfactory.

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

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

Not Applicable

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)?

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:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	09/04/2014 10:48:38 AM
Division Approval	cmunoz	09/04/2014 10:48:41 AM
Department Approval	akeillor	09/05/2014 14:01:49 PM
Contract Manager Approval	hazevedo	09/05/2014 15:41:32 PM
Budget Analyst Approval	cwatson	09/19/2014 11:43:46 AM
BOE Agenda Approval	cwatson	09/19/2014 11:43:50 AM
BOE Final Approval	Pending	

For Board Use Only Date: 10/14/2014

## 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: 16037

Legal Entity Name:

Datamatx. Inc.

**DEPARTMENT OF MOTOR** 

**VEHICLES** 

Contractor Name:

Datamatx, Inc.

Agency Code: 810

Address:

3146 Northeast Expressway NE

Appropriation Unit: 4731-04

Is budget authority

Agency Name:

Yes

City/State/Zip

Atlanta, GA 30341

available?:

If "No" please explain: Not Applicable

Contact/Phone:

Robert Grant, CFO 770-936-5600

Vendor No.:

**NV Business ID:** NV20141480141

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 % Χ Fees 81.00 % Nevada Live Fees 0.00 %

Federal Funds Highway Funds

0.00 % 19.00 %

Other funding

Bonds

0.00 %

RFP #3121 Agency Reference #:

Contract start date:

a. Effective upon Board of

No

or b. other effective date

10/01/2014

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

If "Yes", please explain

Not Applicable

09/30/2018

3. Termination Date: Contract term:

4 years

4. Type of contract:

Contract

Contract description:

**Electronic Mailing** 

5. Purpose of contract:

This is a new contract to provide for the processing of first class mail and certified letters utilizing electronic means to track and mail letters for the department.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$6,243,895.71

### II. JUSTIFICATION

7. What conditions require that this work be done?

The high volume of certified and 1st class mail for the Insurance Verification Program, Drivers License Review Program Datamailers for the Department of Motor Vehicles (DMV) dictates the establishment of a more efficient way to process and send thses mailings. Utilization of the services provided by this vendor will save DMV bothe time and money.

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

The vendor possesses the ability to track the process of the mail electronically, which the State (Mail Services of DMV) does not have the equipment or software to conduct this service. The State Mail Services has confirmed that they cannot provide this service.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

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

b. Soliciation Waiver: Not Applicable

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

Pursuant to RFP #3121, and in accordance with NRS 333, the slected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date:

04/15/2014

Anticipated re-bid date: 04/15/2018

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:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	09/03/2014 14:35:43 PM
Division Approval	cmunoz	09/03/2014 14:35:46 PM
Department Approval	akeillor	09/04/2014 12:31:16 PM
Contract Manager Approval	hazevedo	09/04/2014 13:36:17 PM
Budget Analyst Approval	cwatson	09/15/2014 13:52:26 PM
BOE Agenda Approval	cwatson	09/15/2014 13:52:30 PM
BOE Final Approval	Pending	

For Board Use Only Date: 10/14/2014

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## CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: 16018

Legal Entity

BOARD OF REGENTS-TMCC

Name:

**DETR - REHABILITATION DIVISION** Agency Name:

Contractor Name:

**BOARD OF REGENTS-TMCC** 

Agency Code: 901

No

Address: **TMCC Controller's Office** 

7000 Dandini Boulevard

Appropriation Unit: 3265-09 Is budget authority

City/State/Zip

Reno, NV 89512-3999

available?:

Contact/Phone:

null775.673.7155

If "No" please explain: Final approval of this contract is pending approval of an Interim Finance Committee Work

Program C30975.

Vendor No.: D35000812

Government Entity **NV Business ID:** 

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

2015-2017

0.00 %

What is the source of funds that will be used to 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 100.00 % Bonds 0.00 %

> 0.00 % Other funding Highway Funds

Agency Reference #: #1937-17-REHAB

2. Contract start date:

a. Effective upon Board of No or b. other effective date 11/01/2014

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive? No

If "Yes", please explain

Not Applicable

3. Termination Date: 06/30/2017

Contract term: 2 years and 242 days **Interlocal Agreement** 4. Type of contract: Rehabilitation Serv. Contract description:

5. Purpose of contract:

This is a new interlocal agreement to provide mutual clients of Vocational Rehabilitation and students of Truckee Meadows Community College academic preparation and job skills necessary to successfully obtain and maintain employment through the newly established CareerConnect program. Staff and resources will be combined to provide vocational rehabilitation services through the CareerConnect Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$902,372.00

Other basis for payment: A cost not to exceed the amount indicated per State Fiscal Year (SFY): SFY14/15 - \$211,911.00; SFY15/16 - \$341,445.00 and SFY16/17 - \$349,016.00. Truckee Meadows Community College will submit a list of certified expenditures, no later than the 20th of the month following when the expenditures were incurred.

## II. JUSTIFICATION

7. What conditions require that this work be done?

Cooperation and coordination of services between the Vocational Rehabilitation and students with disabilities is a high priority focus by the Rehabilitation Services Administration, US Department of Education to better serve high school students with disabilities.

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

The Division does not have the staff or the funding to perform these services.

9. Were quotes or proposals solicited?

Nο

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

No

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

Not Applicable

b. Soliciation Waiver: Not Applicable

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

This contract has a indirect cost rate of 4.1%

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:

Truckee Meadows Community College (Board of Regents-TMCC) has performed satisfactory service for the Department under multiple contracts since 2011.

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

- 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** khawkin1 08/26/2014 09:44:20 AM **Division Approval** shendren 08/27/2014 10:47:37 AM Department Approval mcost1 09/04/2014 12:06:19 PM Contract Manager Approval 09/04/2014 12:06:24 PM mcost1 **Budget Analyst Approval** 09/16/2014 08:45:43 AM tgreenam **BOE** Agenda Approval 09/17/2014 18:20:58 PM myoun3 **BOE** Final Approval Pending

Contract #: 16018 Page 2 of 2 29

For Board Use Only Date: 10/14/2014

## 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: 16020

Legal Entity

BOARD OF REGENTS-WNC

Name:

**DETR - REHABILITATION DIVISION** Agency Name:

Appropriation Unit: 3265-09

901

Contractor Name:

**BOARD OF REGENTS-WNC** 

Address:

**WNC Controller's Office** 

2201 West College Parkway

Is budget authority

Agency Code:

available?:

City/State/Zip

Carson City, NV 89703-7316

If "No" please explain: Final approval of this contract is pending approval of an Interim Finance Committee Work

No

Program C30975.

Contact/Phone:

null775.445.4229

Vendor No.: D35000822

**NV Business ID:** Government Entity

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

Agency Reference #: #1938-17-REHAB

2. Contract start date:

a. Effective upon Board of

No or b. other effective date

10/2014

12/01/2014

Examiner's approval?

Anticipated BOE meeting date

Retroactive? No

If "Yes", please explain

Not Applicable

3. Termination Date: 06/30/2017

Contract term: 2 years and 211 days **Interlocal Agreement** 4. Type of contract: Rehabilitation Serv. Contract description:

5. Purpose of contract:

This is a new interlocal agreement to provide mutual clients of Vocational Rehabilitation and students of Western Nevada College academic preparation and job skills necessary to successfully obtain and maintain employment through the newly established CareerConnect program. Staff and resources will be combined to provide vocational rehabilitation services through the CareerConnect Program.

#### NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$330,976.00

Other basis for payment: A cost not to exceed the amount indicated per State Fiscal Year (SFY): SFY14/15 - \$71,608.00; SFY15/16 - \$127,767.00 and SFY16/17 - \$131,601.00. Western Nevada College will submit a list of certified expenditures, no later than the 20th of the month following when the expenditures were incurred.

## II. JUSTIFICATION

7. What conditions require that this work be done?

Cooperation and coordination of services between the Vocational Rehabilitation and students with disabilities is a high priority focus by the Rehabilitation Services Administration, US Department of Education to better serve high school students with disabilities.

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

The Division does not have the staff or the funding to perform these services.

9. Were quotes or proposals solicited?

Nο

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

No

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

Not Applicable

b. Soliciation Waiver: Not Applicable

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

This contract has an indirect cost rate of 4.1%

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:

Western Nevada College (Board of Regents-WNC) has performed satisfactory service for the Department under multiple contracts since 2011.

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

- 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	khawkin1	08/26/2014 09:43:45 AM
Division Approval	shendren	08/27/2014 10:47:58 AM
Department Approval	mcost1	09/04/2014 12:05:23 PM
Contract Manager Approval	mcost1	09/04/2014 12:05:33 PM
Budget Analyst Approval	tgreenam	09/16/2014 08:42:38 AM
BOE Agenda Approval	myoun3	09/17/2014 18:23:24 PM
BOE Final Approval	Pending	

Contract #: 16020 Page 2 of 2 30

For Board Use Only 10/14/2014 Date:

## CONTRACT SUMMARY

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 15968

Legal Entity

ACCURATE BUILDING MAINTENANCE

Name:

**DETR - EMPLOYMENT SECURITY** Agency Name: DIVISION

Contractor Name:

**ACCURATE BUILDING** 

**MAINTENANCE** 

902 Agency Code:

Address: LLC

4435 W SUNSET RD

Is budget authority

Appropriation Unit: All Budget Accounts - Category 04

Yes

LAS VEGAS, NV 89118-4321

available?:

City/State/Zip

If "No" please explain: Not Applicable

Contact/Phone:

Ronald Finken 702/497-6255

T81039103 Vendor No.:

**NV Business ID:** NV

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 Federal Funds

0.00 % 0.00 % Fees **Bonds**  0.00 % 0.00 %

Highway Funds

0.00 %

Other funding

100.00 % All DETR Budget Accounts

1935-19-DETR/Purch (RFP #3129) Agency Reference #:

Contract start date:

a. Effective upon Board of

No

or b. other effective date

01/01/2015

Examiner's approval?

Anticipated BOE meeting date

10/2014

Retroactive?

If "Yes", please explain

Not Applicable

12/31/2018

3. Termination Date: Contract term:

4 years

4. Type of contract:

Contract

Contract description:

**Janitorial** 

5. Purpose of contract:

This is a new contract that provides ongoing janitorial services, including a day porter, at 2800 E. St. Louis Avenue, Las Vegas, NV.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$480,000.00

Other basis for payment: \$6,816.00 per month; \$2,600.00 per month for Day Porter; \$20.00 per extra hour rate (as requested).

# II. JUSTIFICATION

7. What conditions require that this work be done?

It is necessary to maintain a clean environment to protect the health and well being of customers, visitors, and staff at DETR locations

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

No State Employees do not have the expertise or equipment to perform these services

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

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

31 Contract #: 15968 Page 1 of 2

b. Soliciation Waiver: Not Applicable

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

Pursuant to RFP #3129, 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:

06/17/2014

Anticipated re-bid date:

06/17/2018

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:

Accurate Building Maintenance, LLC currently provides satisfactory service for Buildings and Grounds.

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:

Approval Level	User	Signature Date
Budget Account Approval	njolly	08/13/2014 11:25:00 AM
Division Approval	rolso1	08/13/2014 13:33:01 PM
Department Approval	mcost1	08/15/2014 08:07:30 AM
Contract Manager Approval	btaylo7	08/15/2014 09:10:15 AM
Budget Analyst Approval	tgreenam	09/16/2014 08:30:26 AM
BOE Agenda Approval	myoun3	09/17/2014 18:26:18 PM
BOE Final Approval	Pending	

For Board Use Only
Date: 10/14/2014

## **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: 13643 Amendment 4

Number:

PUBLIC CONSULTING GROUP, INC.

Legal Entity Name:

Agency Name: SILVER STATE HEALTH Contractor Name: PUBLIC CONSULTING GROUP, INC.

INSURANCE EXCHANGE

Agency Code: 960 Address: 2150 RIVER PLAZA DR STE 380

Appropriation Unit: 1400-70

Is budget authority Yes City/State/Zip SACRAMENTO, CA 95833

available?:

If "No" please explain: Not Applicable Contact/Phone: Mitch Dobbins 916/565-8090

Vendor No.: T32000898B NV Business ID: NV20021466314

To what State Fiscal Year(s) will the contract be charged? 2013-2015

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

 General Funds
 0.00 %
 Fees
 0.00 %

 Federal Funds
 100.00 %
 Bonds
 0.00 %

 Highway Funds
 0.00 %
 Other funding
 0.00 %

2. Contract start date:

a. Effective upon Board of No or b. other effective date 08/14/2012

Examiner's approval?

Anticipated BOE meeting date 10/2014

Retroactive?

If "Yes", please explain

## **Not Applicable**

3. Previously Approved 06/30/2015

Termination Date:

Contract term: 2 years and 320 days

4. Type of contract: Contract
Contract description: BOS IV&V

5. Purpose of contract:

This is the fourth amendment to the original contract to obtain Independent Verification and Validation (IV&V) services of the department's information technology solution, known as the Business Operations Solution (BOS). This amendment increases the maximum amount from \$1,518,880 to \$2,018,880 to fund 'Phase 2' of the BOS project.

## 6. CONTRACT AMENDMENT

The maximum amount of the original contract: \$1,518,880.00
 Total amount of any previous contract amendments: \$0.00
 Amount of current contract amendment: \$500,000.00
 New maximum contract amount: \$2,018,880.00

## II. JUSTIFICATION

## 7. What conditions require that this work be done?

In March 2010, the Patient Protection and Affordable Care Act of 2010 (the PPACA) was enacted by Congress and signed into law by the President. The PPACA creates an opportunity to reform the health insurance marketplace in order to provide all Americans with quality, affordable health insurance coverage. The law mandates the creation of Health Benefit Exchanges that allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs (e.g., Medicaid, the Children's Health Insurance Program (CHIP), and subsidized ommercial health insurance) that best meet their needs through an online marketplace. The contract, is contingent upon mandates, requirements and funds of the PPACA, which may be changed, discontinued, or revoked at any time. Contracting with an IV&V consultant to monitor the activites of the development of the Exchange is a federal requirement.

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

State employees do not perform this work.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

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

b. Soliciation Waiver: Not Applicable

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

This vendor was chosen through a committee of state employees, through a selection process that was monitored by the Purchasing Division. This vendor was the highest scoring vendor.

d. Last bid date:

05/01/2012

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

#### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The Contractor has worked for the various divisions of Health and Human Services over the past several years, and for the Silver State Health Insurance Exchange, all with satisfactory performance.

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

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

Not Applicable

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

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:

Approval Level	User	Signature Date
Budget Account Approval	sderouss	09/10/2014 09:22:32 AM
Division Approval	sderouss	09/10/2014 09:22:36 AM
Department Approval	sderouss	09/10/2014 09:22:39 AM
Contract Manager Approval	sderouss	09/10/2014 09:22:42 AM
Budget Analyst Approval	nhovden	09/12/2014 14:53:35 PM
BOE Agenda Approval	nhovden	09/12/2014 14:53:39 PM

Date: 09/10/2014

## 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: 12731

Amendment Number:

Legal Entity

SMITH, ALLISON M

Name:

Agency Name:

ATTORNEY GENERAL'S OFFICE

Contractor Name:

SMITH, ALLISON M

Agency Code:

Address:

9420 SANTANA SIESTA AVE

Appropriation Unit: 1040-27

Yes

City/State/Zip

LAS VEGAS, NV 89166-3700

Is budget authority available?:

If "No" please explain: Not Applicable

Contact/Phone:

Allison Smith 775/686-9974

Vendor No.:

T29028982

NV Business ID:

NV20111629441

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

2012-2015

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

General Funds

0.00 %

Fees

0.00 %

Federal Funds

0.00 %

**Bonds** 

0.00 %

0.00 % 100.00 % FEDERAL FUNDS 14-JAG-18 Highway Funds Other funding 030

Agency Reference #:

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

11/01/2011

Retroactive?

If "Yes", please explain

### Not Applicable

3. Previously Approved

12/31/2014

Termination Date:

Contract term:

3 years and 61 days

4. Type of contract:

Contract

Contract description:

**DEC Coordinator** 

## 5. Purpose of contract:

This is the sixth amendment to the original contract, which provides services as a Drug Endangered Children's Coordinator. The coordinator responds to the needs of drug endangered children, forms regional multi-disciplinary teams, facilitates public awareness and schedules community meetings throughout the State. This amendment increases the maximum contract amount from \$189,648 to to \$204,648.

## 6. CONTRACT AMENDMENT

The maximum amount of the original contract: 1. 2. Total amount of any previous contract amendments: \$60,000.00

\$129,648,00

3. Amount of current contract amendment: \$15,000.00

4. New maximum contract amount: \$204,648.00

## II. JUSTIFICATION

#### 7. What conditions require that this work be done?

This is a new contract to act as the Drug Endangered Childrens' Coordinator which is a subgrant from the Nevada Department of Public Safety's Federal Justice Assistance Grant in which the Office of the Attorney General proposed that due to the extensive scope of work, an independent contractor with this type of expertise be contracted with.

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

This is a short term project period (less than a year) requiring very time and labor intensive efforts. The Grants Division would be unable to accomplish this with current staffing and it would not be cost effective to hire a state employee for the limited duration of project time and funding.

9. Were quotes or proposals solicited?

Yes

Contract #: 12731 Page 1 of 2

Was the solicitation	(RFP)	done	by the	Purchasing	ı
Division?	• •		•	_	

No

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

b. Soliciation Waiver: Not Applicable

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

The top 5 candidates were selected to be interviewed by an interview team consisting of Grant staff and 2 outside grant program specialists. The interviews were held on 10/3/11 and all team members selected Allison M. Smith, by consensus.

d. Last bid date:

08/22/2011

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

#### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The OAG has been continuously using Allison Smith's services since 2011.

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:

Approval Level	User	Signature Date
Budget Account Approval	mradu	09/09/2014 09:57:25 AM
Division Approval	mradu	09/09/2014 09:57:28 AM
Department Approval	chowle	09/09/2014 13:44:45 PM
Contract Manager Approval	Iramire7	09/10/2014 14:50:04 PM
Budget Analyst Approval	ekin4	09/10/2014 15:29:17 PM
Department Approval Contract Manager Approval	chowle Iramire7	09/09/2014 13:44:45 PM 09/10/2014 14:50:04 PM

For Board Use Only

Date: 08/25/2014

## CONTRACT SUMMARY

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

#### DESCRIPTION OF CONTRACT

1. Contract Number: 16012

Legal Entity Name:

Advanced Data Systems

Agency Name:

SECRETARY OF STATE'S OFFICE

Contractor Name:

**Advanced Data Systems** 

Agency Code:

17889 E College Pky Ste 128

040

Address:

Appropriation Unit: 1050-14

Is budget authority

Yes

City/State/Zip

Carson City, NV 89706

available?:

If "No" please explain: Not Applicable

Contact/Phone:

Sharon McCloskey 775-883/4007

Vendor No.:

T80911277

**NV Business ID:** 

NV19821012593

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 Federal Funds

0.00 %

**Fees Bonds** 

0.00 % 0.00 %

**Highway Funds** 

100.00 % 0.00 %

Other funding

or b. other effective date

0.00 %

2. Contract start date:

a. Effective upon final approval? No

08/25/2014

Retroactive?

X

If "Yes", please explain

Not Applicable

3. Termination Date:

06/30/2015

Contract term:

309 days

4. Type of contract:

**Provider Agreement** 

Contract description:

ADS FY15

5. Purpose of contract:

This is a new contract for the development of web service program for the Secretary of State's Effective Absentee System for Elections (EASE) which will provide precinct voting information and services for 13 Nevada Counties, including: Churchill, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey and White Pine.

NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$30,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This work needs to be done to maintain compliance with the Help America Vote Act (HAVA) and the Effective Absentee System for Elections (EASE) mandated grant requirements.

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 necessary background, expertise, time or equipment necessary to perform the required support.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

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

Not Applicable

b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing)

Approval #: 140704 Approval Date: 07/21/2014 c. Why was this contractor chosen in preference to other?

Prior services and company's familiarity with the Nevada voting system.

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:

1/1/2007 to 12/31/2009 and 2/28/2001- 12/31/2012 - Secretary of State- Satisfactory

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

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

Not Applicable

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

**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:

Wendland, Justus, HAVA Administrator Ph: 775-684-5650

19. Contract Status:

**Contract Approvals:** 

Approval Level	User	Signature Date
Budget Account Approval	pdover	08/21/2014 07:22:42 AM
Division Approval	pdover	08/21/2014 07:22:46 AM
Department Approval	pdover	08/21/2014 07:22:51 AM
Contract Manager Approval	vmccormi	08/21/2014 08:48:23 AM
Budget Analyst Approval	ekin4	08/25/2014 06:42:20 AM

Contract #: 16012 Page 2 of 2

For Board Use Only Date: 08/27/2014

**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: 16026

Legal Entity

**HERSHENOW & KLIPPENSTEIN** 

Name:

Agency Name: DIVISION

**ADMIN - STATE PUBLIC WORKS** 

Contractor Name:

**HERSHENOW & KLIPPENSTEIN** 

Agency Code:

082

Address:

**ARCHITECTS INC** 

**RENO, NV 89511-2262** 

Appropriation Unit: All Appropriations

City/State/Zip

5485 RENO CORPORATE DR STE 100

Is budget authority

available?:

Contact/Phone:

775/332-6640

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.

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 % 0.00 % **Bonds** 

0.00 %

**Highway Funds** 

Other funding

100.00 % agency funded CIP - Military Federal Funds

Agency Reference #: 107924

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

08/27/2014

Retroactive?

If "Yes", please explain

Not Applicable

06/30/2018

No

3. Termination Date: Contract term:

3 years and 308 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 to insulate shop walls at the Floyd Edsall Training Center; Project No. 14-A013-23; Contract No. 107924.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$32.350.00 Other basis for payment: monthly progress payments based on services provided

## II. JUSTIFICATION

7. What conditions require that this work be done?

2014 CIP

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

No

Division?

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

Contract #: 16026 Page 1 of 2 Not Applicable

- b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)
- c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. 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:

Steve Barron, project manager Ph: 775-684-4141

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/26/2014 16:14:00 PM
Division Approval	dgrimm	08/26/2014 16:14:03 PM
Department Approval	dgrimm	08/26/2014 16:14:05 PM
Contract Manager Approval	dgrimm	08/26/2014 16:14:08 PM
Budget Analyst Approval	jrodrig9	08/27/2014 18:15:50 PM

For Board Use Only 09/04/2014

**CONTRACT SUMMARY** 

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

#### I. DESCRIPTION OF CONTRACT

Contract Number: 15953

Legal Entity

GLASSCOCK, BILL J DBA

Name: **ADMIN - STATE PUBLIC WORKS** 

Contractor Name:

GLASSCOCK, BILL J DBA

DIVISION Agency Code: 082

Address:

**ECONOMY WINDOW CLEANERS** 

Date:

**PO BOX 3255** 

Appropriation Unit: 1349-12

Yes

City/State/Zip

STATELINE, NV 89449

Is budget authority available?:

Agency Name:

If "No" please explain: Not Applicable

Contact/Phone: Vendor No.:

775/588-3860 T80967431

**NV Business ID:** 

NV20101458334

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

100.00 % B&G building rental income fees

Federal Funds **Highway Funds**  0.00 % 0.00 % **Bonds** Other funding 0.00 % 0.00 %

Agency Reference #:

ASD #1669734

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

09/14/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

09/13/2018

3. Termination Date: Contract term:

4 years

4. Type of contract:

Contract

Contract description:

Windows/Carpet Clean

5. Purpose of contract:

This is a new contract that continues ongoing window and carpet cleaning services at various state buildings in the Carson City and Reno areas on an as-needed basis and at the request and approval of a Buildings and Grounds designee.

### 6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$45,000.00

Other basis for payment: Carpet cleaning/hot water extraction at \$.12 per square foot; window cleaning priced per building at \$55 per man hour.09/147/201

## II. JUSTIFICATION

7. What conditions require that this work be done?

The need to keep windows clean and the need to keep carpets 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?

No

Was the solicitation (RFP) done by the Purchasing

No

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

Not Applicable

Division?

- b. Soliciation Waiver: Not Applicable
- c. Why was this contractor chosen in preference to other?

Contract #: 15953 Page 1 of 2

This contractor is one of multiple contractors on file for this services per SAM 0338.0. Each contractor will have the opportunity to bid on available jobs.

d. Last bid date:

06/01/2014

Anticipated re-bid date: 06/01/2018

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?

Nο

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:

9/14/2010 - 09/13/2014 - Buildings and Grounds - satisfactory

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

- 17. Not Applicable
- 18. Agency Field Contract Monitor:

Carol Sweeney, Program Officer II, Contract Manager Ph: 775-684-0243 Cheryl Warren, Custodial Supervisor, Contract Monitor Ph: 775-684-1809

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	08/25/2014 11:38:30 AM
Division Approval	csweeney	08/25/2014 11:38:32 AM
Department Approval	csweeney	08/25/2014 11:38:34 AM
Contract Manager Approval	csweeney	08/25/2014 11:38:37 AM
Budget Analyst Approval	jrodrig9	09/04/2014 09:59:37 AM

## CONTRACT SUMMARY

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 15202

Amendment Number:

Legal Entity

RENO TAHOE FRANCHISING INC

Name:

Agency Name:

ADMIN - STATE PUBLIC WORKS

Contractor Name:

**RENO TAHOE FRANCHISING INC** 

DIVISION

Agency Code: 082 Appropriation Unit: 1349-12 Address:

**DBA JANI KING OF RENO** 

1325 AIRMOTIVE WAY, STE 175-S

Is budget authority

Yes

City/State/Zip

**RENO, NV 89502** 

available?:

If "No" please explain: Not Applicable

Contact/Phone:

775/323-1600

Vendor No.:

T29026876

**NV Business ID:** 

NV20051738893

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

100.00 % Building & Grounds Building Rent Incoome

Federal Funds 0.00 % **Highway Funds** 0.00 %

**Bonds** Other funding 0.00 % 0.00 %

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

02/01/2014

Retroactive?

If "Yes", please explain

Not Applicable

01/31/2018

3. Previously Approved Termination Date:

Contract term:

4 years

4. Type of contract:

Contract

Contract description:

Janitorial Services

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing janitorial services for the Bryan Building located at 901 S. Stewart Street, Carson City, Nevada. This amendment increases the maximum amount by from \$ 187,640.00 to \$ 212,640.00 for additional work on the floors in the building.

## 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract: \$187,640.00

2. Total amount of any previous contract amendments:

\$0.00

3. Amount of current contract amendment:

\$25,000,00

4. New maximum contract amount: \$212,640.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Buildings must be kept clean to ensure the safety of the public and employees.

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

Lack of manpower.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

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

b. Soliciation Waiver: Not Applicable

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

Pursuant to RFP #3055, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date:

10/01/2013

Anticipated re-bid date:

09/01/2017

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:

2012-2013, Buildings and Grounds, Service Satisfactory.

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

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

Not Applicable

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

**Nevada Corporation** 

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

Yes

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

Yes

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

Yes

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

Approvai Levei	User	Signature Date
Budget Account Approval	csweeney	08/25/2014 13:29:36 PM
Division Approval	csweeney	08/25/2014 13:29:41 PM
Department Approval	csweeney	08/25/2014 13:29:44 PM
Contract Manager Approval	ssands	08/25/2014 13:34:33 PM
Budget Analyst Approval	jrodrig9	09/04/2014 10:20:20 AM

## **CONTRACT SUMMARY**

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: 15197

Amendment

Number: Legal Entity

RENO TAHOE FRANCHISING INC

Name:

Agency Name:

**ADMIN - STATE PUBLIC WORKS** DIVISION

Yes

Contractor Name:

**RENO TAHOE FRANCHISING INC** 

Agency Code:

082

Address:

**DBA JANI KING OF RENO** 155 GLENDALE AVE STE 1

Appropriation Unit: 1349-12

Is budget authority

City/State/Zip

**SPARKS, NV 89431-5751** 

available?:

If "No" please explain: Not Applicable

Contact/Phone:

775/323-1600

Vendor No.:

T29026876

**NV Business ID:** 

NV20051738893

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 % Federal Funds 0.00 %

**Fees** 

100.00 % Building Rent Income Fees 0.00 %

**Highway Funds** 0.00 %

Bonds Other funding

0.00 %

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

02/01/2014

Retroactive?

If "Yes", please explain

## Not Applicable

3. Previously Approved

01/31/2018

Termination Date:

Contract term:

4 years

4. Type of contract:

Contract

Contract description:

**Janitorial Services** 

5. Purpose of contract:

This is the first amendment to the original contract that continues ongoing janitorial services to the Blasdel Building located at 209 East Musser Street, Carson City, Nevada. This amendment adds \$25,000 in extra services which increases the maximum amount from \$78,080 to \$103,080 for necessary flooring and grout repair.

# 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract: \$78,080.00

2. Total amount of any previous contract amendments:

\$0.00

3. Amount of current contract amendment:

\$25,000.00

4. New maximum contract amount: \$103,080.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

Buildings must be kept clean to ensure the safety of the public and employees

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

Lack of manpower.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

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

b. Soliciation Waiver: Not Applicable

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

Pursuant to RFP #3055, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date:

10/01/2013

Anticipated re-bid date:

09/01/2017

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:

2012-2013, Buildings and Grounds, Service Satisfactory.

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

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

Not Applicable

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

**Nevada Corporation** 

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

Yes

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

Yes

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

Yes

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

User	Signature Date
csweeney	08/25/2014 13:09:26 PM
csweeney	08/25/2014 13:09:29 PM
csweeney	08/25/2014 13:09:32 PM
mkossman	08/25/2014 13:25:34 PM
jrodrig9	09/04/2014 11:15:08 AM
	csweeney csweeney mkossman

For Board Use Only

Date:

09/10/2014

## **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: 15121

Amendment

1

Number: Legal Entity

**HERSHENOW & KLIPPENSTEIN** 

Name:

Agency Name:

ADMIN - STATE PUBLIC WORKS

Contractor Name:

**HERSHENOW & KLIPPENSTEIN** 

Agency Code:

ARCHITECTS INC

Appropriation Unit: 1577-21

Address:

5485 RENO CORPORATE DR STE 100

Is budget authority

DIVISION

City/State/Zip

RENO, NV 89511-2262

available?:

Yes

If "No" please explain: Not Applicable

Contact/Phone:

775/332-6640 T80984709

Vendor No.: **NV Business ID:** 

NV19941047730

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 Federal Funds

0.00 % 0.00 % **Fees** 

0.00 % 0.00 %

**Highway Funds** 

0.00 %

**Bonds** Other funding

100.00 % Reallocated Bonds Transferred from

Treasurer

Agency Reference #:

88242

Contract start date:

a. Effective upon final approval? No

or b, other effective date

12/03/2013

Retroactive?

If "Yes", please explain

### Not Applicable

3. Previously Approved

06/30/2017

No

Termination Date:

Contract term:

3 years and 209 days

4. Type of contract:

Contract

Contract description:

Arch/Eng Serv

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional architectural/engineering services for the Field Maintenance Shop (Washoe County Armory); Project No. 13-P04; Contract No. 88242. This amendment increases the maximum amount from \$736,700 to \$755,835 to provide for the revisions to the project's schematic design document due to changes in the building and site. Changes made at the request of the Nevada Army National Guard.

### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:

\$736,700.00

2. Total amount of any previous contract amendments: 3.

\$19,135.00

\$0.00

Amount of current contract amendment: 4. New maximum contract amount:

\$755,835.00

### II. JUSTIFICATION

7. What conditions require that this work be done?

2013 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

Contract #: 15121 Page 1 of 2 Was the solicitation (RFP) done by the Purchasing Division?

No

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

Not Applicable

b. Soliciation Waiver: 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:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	09/08/2014 15:43:18 PM
Division Approval	dgrimm	09/08/2014 15:43:21 PM
Department Approval	dgrimm	09/08/2014 15:43:24 PM
Contract Manager Approval	dgrimm	09/08/2014 16:07:19 PM
Budget Analyst Approval	jrodrig9	09/10/2014 22:25:32 PM

For Board Use Only Date: 09/10/2014

## **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: 16048

Legal Entity

Contractor Name:

SUPERCURB & CONCRETE LLC DBA

Name:

Agency Name:

**ADMIN - STATE PUBLIC WORKS** DIVISION

Yes

**SUPERCURB & CONCRETE LLC DBA** 

Agency Code:

Is budget authority

082

Address:

**SUMMERSCAPE** 

Appropriation Unit: 1349-12

City/State/Zip

**7901 N VIRGINIA ST RENO, NV 89506** 

available?:

If "No" please explain: Not Applicable

Contact/Phone:

775/356-0665

Vendor No.:

PUR0003705

**NV Business ID:** 

NV20131118550

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

100.00 % Buildings and Grounds Building Rent Income

Fees

Federal Funds

0.00 %

**Bonds** 

0.00 % 0.00 %

**Highway Funds** 

0.00 %

Other funding

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

09/10/2014

Retroactive?

If "Yes", please explain

Not Applicable

08/31/2018

3. Termination Date: Contract term:

3 years and 356 days

4. Type of contract:

Contract

Contract description:

Snow removal

No

5. Purpose of contract:

This is a new contract to provide snow removal, labor and material at various locations in Northern Nevada as requested by Buildings and Grounds. Locations of work to be completed are: DMV Reno, Fleet Services Reno, EIS Reno, NHP Reno, Purchasing Warehouse Reno and various buildings in Northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$45,000.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

State parking lots must be kept clean of snow for safety.

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

Lack of manpower and equipment.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Coons Construction

Anguiano Brothers Landscaping Supercurb & Concrete LLC

b. Soliciation Waiver: Not Applicable

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

Contract #: 16048 Page 1 of 2 When original contract was bid in July 2010, Supercurb was the only company out of three that responded.

d. Last bid date:

07/10/2014

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?

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:

Martin Phillips, Grounds Supervisor Ph: 775-684-1800

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	09/04/2014 10:48:41 AM
Division Approval	csweeney	09/04/2014 10:48:43 AM
Department Approval	csweeney	09/04/2014 10:48:47 AM
Contract Manager Approval	ssands	09/08/2014 07:37:42 AM
Budget Analyst Approval	jrodrig9	09/10/2014 22:27:52 PM

For Board Use Only Date: 08/28/2014

## **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: 16008

Legal Entity

**ENERSYS DELAWARE INC** 

Name:

Agency Name: ADMIN - ENTERPRISE IT SERVICES

Contractor Name:

**ENERSYS DELAWARE INC** 

Address:

1604 SOLUTIONS CTR

Appropriation Unit: 1388-08

Is budget authority

Yes

City/State/Zip

CHICAGO, IL 60677-1006

available?:

**Agency Code:** 

If "No" please explain: Not Applicable

180

Contact/Phone:

Helen Woosley 209-253-0226

Vendor No.: NV Business ID: PUR0002671B NV20081343577

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 % 0.00 %

X Fees Bonds

100.00 % User Fees 0.00 %

Federal Funds
Highway Funds

0.00 %

Other funding

0.00 %

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

08/28/2014

Retroactive?

If "Yes", please explain

Not Applicable

3. Termination Date:

02/28/2015

Contract term:

184 days

4. Type of contract:

**Contract** 

Contract description:

**Battery Replacement** 

5. Purpose of contract:

This is a new contract to provide installation of 96 each OPzV-2000-2V 2040 amp hour batteries for Spruce Mountain solar powered microwave communications site near Wells, Nevada which includes installation of new batteries, installation of spill containment, and removal/disposal of old batteries.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$46,530.00

# II. JUSTIFICATION

7. What conditions require that this work be done?

Spruce Mountain is a critical solar communications site, the batteries are the primary power source for all equipment at the site. Failure to replace the batteries would result in a complete outage of public safety communications in the region.

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

Lack of manpower and required equipment.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Not Applicable

b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing)

Approval #: 130707R Approval Date: 09/26/2013

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

6

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:

O:---- D-4

02/2014-current; Enterprise IT Services - 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:

Patrick Sheehan, Contract Monitor, IT Manager II Ph: 775-684-5854

Michelle Kossmann, Contract Manager, Program Officer I Ph: 775-684-0241

11---

19. Contract Status:

Contract Approvals:

Ammerical Larred

Approval Level	User	Signature Date
Budget Account Approval	csweeney	08/27/2014 12:43:29 PM
Division Approval	csweeney	08/27/2014 12:43:32 PM
Department Approval	csweeney	08/27/2014 12:43:35 PM
Contract Manager Approval	mkossman	08/27/2014 12:59:17 PM
Budget Analyst Approval	sewart	08/28/2014 15:47:36 PM

For Board Use Only 08/19/2014

Date:

# **CONTRACT SUMMARY**

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

### I. DESCRIPTION OF CONTRACT

1. Contract Number: 15013

Amendment Number:

**Legal Entity** 

BRENNER, ALLAN DBA

Name:

Agency Name:

ADMIN - NEVADA STATE LIBRARY AND ARCHIVES

Contractor Name:

**BRENNER, ALLAN DBA** 

Agency Code:

332

Address:

**ALLAN ENTERPRISES** 

Appropriation Unit: 1052-04

**581 BORGES CT** 

Is budget authority available?:

Yes

City/State/Zip

**FOLSOM. CA 95630** 

If "No" please explain: Not Applicable

Contact/Phone:

916/608-0711

Vendor No.: **NV Business ID:**  PUR0003752

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

2014-2017

NV20131529224

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

**General Funds** Federal Funds

100.00 %

**Fees** Bonds 0.00 % 0.00 %

**Highway Funds** 

0.00 % 0.00 %

Other funding

0.00 %

#### 2. Contract start date:

a. Effective upon final approval? No

or b, other effective date

10/07/2013

Retroactive?

No

If "Yes", please explain

## Not Applicable

3. Previously Approved

09/30/2016

**Termination Date:** 

Contract term:

2 years and 359 days

4. Type of contract:

Contract

Contract description:

**Annual Maintenance** 

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing maintenance for Kodak model #4800 Archive Writer. This amendment extends the termination date from September 30, 2014 to September 30, 2016 and increases the maximum amount from \$7,760 to \$20,996 due to the addition of two additional years of maintenance.

### 6. CONTRACT AMENDMENT

The maximum amount of the original contract: 1.

\$7,760.00

2. Total amount of any previous contract amendments:

\$0.00

3. Amount of current contract amendment: \$13,236,00

New maximum contract amount:

\$20,996.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

Annual Maintenance to keep the Archive Writer in working order.

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

No expertise

9. Were quotes or proposals solicited?

Yes

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

No

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

b. Soliciation Waiver: Not Applicable

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

Lowest bidder.

d. Last bid date:

07/23/2013

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

## III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is 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:

User	Signature Date
csweeney	08/18/2014 12:03:54 PM
csweeney	08/18/2014 12:03:58 PM
csweeney	08/18/2014 12:04:00 PM
csweeney	08/18/2014 12:04:02 PM
sewart	08/19/2014 14:53:07 PM
	csweeney csweeney csweeney

For Board Use Only Date: 08/26/2014

## **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: 16011

Legal Entity

CAPTIONS UNLIMITED OF NEVADA

Name: **DHHS - AGING AND DISABILITY** 

Contractor Name:

**CAPTIONS UNLIMITED OF NEVADA** 

Agency Code:

402

Address:

INC

Appropriation Unit: 3266-04

**RENO, NV 89515-0905** 

Is budget authority available?:

Yes

SERVICES DIVISION

City/State/Zip

If "No" please explain: Not Applicable

Agency Name:

Contact/Phone:

**DENISE PHIPPS 775/746-3534** 

Vendor No.:

T81082135

**PO BOX 20905** 

**NV Business ID:** 

NV19971149411

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

25.00 %

0.00 %

X Federal Funds 25.00 %

**Bonds** 

0.00 %

**Highway Funds** 0.00 % Other funding **50.00 % PUC/DETR** 

Contract start date:

a. Effective upon final approval? No

or b. other effective date

09/15/2014

Retroactive?

If "Yes", please explain

Not Applicable

No

3. Termination Date:

09/15/2018

Contract term:

4 years and 1 day

4. Type of contract:

Contract

Contract description:

Captioning Services

5. Purpose of contract:

This is a new contract to provide Communication Access Real-time Translation/Transliteration (CART) services for public meetings supported by the Aging and Disability Services Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$12,000.00

Payment for services will be made at the rate of \$480.00 per Meeting

Other basis for payment: 25 estimated meetings at a rate of \$480.00 per meeting and as invoiced by the Contractor and approved by the State.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Under Americans with Disabilities Act (ADA) accommodation Title 2-Auxiliary aide or services that are required to accommodate persons with disabilities for Communication Access Real-time Translation/Transliteration (CART) services for public meetings.

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

No State position (classified or exempt) that provide this service exists

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Contract #: 16011

Page 1 of 2

Captions Unlimited
Sprint
Turner Reporting
Intercall

b. Soliciation Waiver: Not Applicable

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

This was the only vendor to respond within the required timeline

d. Last bid date:

06/24/2014

Anticipated re-bid date:

03/15/2018

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:

**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:

. Ph:

Contract Status:

**Contract Approvals:** 

Approval Level User Signature Date **Budget Account Approval** Igoulart 08/20/2014 11:27:49 AM **Division Approval** tmyler 08/20/2014 11:42:32 AM Department Approval ecreceli 08/22/2014 16:10:09 PM Contract Manager Approval **jpruneau** 08/25/2014 07:22:42 AM **Budget Analyst Approval** knielsen 08/26/2014 14:12:33 PM

11

Contract #: 16011 Page 2 of 2

Date:

09/17/2014

## CONTRACT SUMMARY

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

### DESCRIPTION OF CONTRACT

1. Contract Number: 16028

Legal Entity Name:

ESMERALDA, COUNTY OF

Agency Name:

**DHHS - AGING AND DISABILITY** 

Contractor Name:

**ESMERALDA, COUNTY OF** 

Agency Code:

**SERVICES DIVISION** 

Address:

**GOLDFIELD UTILTY BD OF COMMISS** 

**PO BOX 517** 

Appropriation Unit: 3167-00

Is budget authority

Yes

City/State/Zip

**GOLDFIELD, NV 89013** 

available?:

Contact/Phone:

775/485-3406

If "No" please explain: Not Applicable

**NV Business ID:** 

T81000318K

Vendor No.:

**GOVERNMENT ENTITY** 

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 %

0.00 %

Federal Funds

0.00 %

**Bonds** 

0.00 %

0.00 % **Highway Funds** Other funding 100.00 % Revenue from County

Contract start date:

a. Effective upon final approval? No

or b. other effective date

08/12/2014

Retroactive?

Yes

If "Yes", please explain

Aging and Disability Services Division (ADSD) has implemented revenue contracts with all counties within Nevada. Each county requires time to process approvals by county officials, resulting in a delay in contract submissions. As these county revenue contracts will expire 06/30/2015, staff have already started on the new contracts to begin 07/01/2015 to ensure that they will not be retroactive.

3. Termination Date:

06/30/2015

Contract term:

322 days

4. Type of contract:

Interlocal Agreement

Contract description:

**Esmeralda County** 

5. Purpose of contract:

This is a new revenue contract that is ongoing and provides service to children with developmental disabilities and the County to reimburse the Division of Aging and Disability Services Division the non-federal share of funding as payment for services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$20,000.00

Other basis for payment: This is an informal estimate based on current services and caseload of the county.

## II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020 Division of Aging and Disability Services (ADSD) is obligated to provide services to children with developmental disabilities and the County to reimburse ADSD the non-federal share of funding as payment for services

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

Not applicable. State employees are providing the services for the county.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Not Applicable

b. Soliciation Waiver: Exempt (Per statute)

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

Not applicable. State employees are providing the services for the county.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

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

No

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

No

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

Yes If "Yes", please explain

This is an Intrastate Interlocal revenue contract with the counties.

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

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

The Division of Child and Family Services, Division of Public and Behavioral Health and the Divison of Health Care Financing and Policy, all state that the services provided are 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:

Rob Forderhase, ASOIII Ph: 775-688-1930

19. Contract Status:

**Contract Approvals:** 

Approval Level User Signature Date **Budget Account Approval Igoulart** 09/10/2014 07:55:09 AM **Division Approval** tmyler 09/10/2014 09:12:08 AM Department Approval ecreceli 09/15/2014 10:33:46 AM **Contract Manager Approval** ipruneau 09/16/2014 07:50:01 AM **Budget Analyst Approval** knielsen 09/17/2014 07:45:31 AM

For Board Use Only 09/19/2014

Date:

CONTRACT SUMMARY

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

### I. DESCRIPTION OF CONTRACT

1. Contract Number: 16056

Legal Entity

PERSHING, COUNTY OF

Name:

Contractor Name: PERSHING, COUNTY OF

**DHHS - PUBLIC AND BEHAVIORAL** Agency Name: **HEALTH** 

406

Address:

**PERSHING COUNTY LEPC** 

Appropriation Unit: 3224-00

**DRAWER E** 

Is budget authority

City/State/Zip

**LOVELOCK, NV 89419** 

available?:

Agency Code:

Yes

775/273-2423

If "No" please explain: Not Applicable

Contact/Phone: Vendor No.:

T81041592D

**NV Business ID:** 

Governmental Entity

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

2014-2015

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

General Funds

0.00 %

0.00 %

Federal Funds **Highway Funds**  0.00 % 0.00 %

**Bonds** X Other funding

0.00 % 100.00 % Revenue

Agency Reference #:

C 14012

Contract start date:

a. Effective upon final approval? No

or b. other effective date

07/01/2013

Retroactive?

Yes

If "Yes", please explain

This revenue contract is a result of action by the Legislature. After review by the Pershing County Board of Commissioners, the contract was rejected because it was not submitted on the approved contract template. Once the template was updated, the contract again had to appear before the Board of Commissioners for review.

3. Termination Date:

06/30/2015

Contract term:

1 year and 364 days

4. Type of contract:

**Revenue Contract** 

Contract description:

**Health Assessment** 

5. Purpose of contract:

This is a new revenue contract that is ongoing and allows the division to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$35.834.00

## II. JUSTIFICATION

7. What conditions require that this work be done?

Legislative action, changes to chapter 439 of the Nevada Revised Statutes (NRS) approved as Senate Bill 471, requires that each county pay an assessment to the Health Division for the costs of services provided in that county by the Health Division.

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

This is an assessment for work performed by State employees.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

a. List the names of vendors that were solicited to submit proposals (include at least three): Not Applicable

Contract #: 16056

b. Soliciation Waiver: Not Applicable

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Signature Date

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:

JoAnne Malay, Psychiatric Nurse III Ph: 775-687-5162x289

19. Contract Status:

**Contract Approvals:** 

Approval Level

Approvar Lever	0361	Signature Date
Budget Account Approval	alaw1	09/09/2014 15:22:54 PM
Division Approval	alaw1	09/09/2014 15:22:58 PM
Department Approval	ecreceli	09/11/2014 13:52:53 PM
Contract Manager Approval	rmorse	09/15/2014 10:40:39 AM
Budget Analyst Approval	bberry	09/19/2014 13:29:15 PM

Hear

Date:

## CONTRACT SUMMARY

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

### DESCRIPTION OF CONTRACT

1. Contract Number: 16006

Agency Name:

Legal Entity

RFI ENTERPRISES INC DBA

Name: **DHHS - PUBLIC AND BEHAVIORAL** 

Contractor Name:

**RFI ENTERPRISES INC DBA** 

**HEALTH** Agency Code:

406

Address:

**RFI COMMUNICATIONS & SECURITY** 

4060 S MCCARRAN BLVD STE A

Appropriation Unit: 3162-07

Is budget authority Yes City/State/Zip

**RENO, NV 89502-7533** 

available?: If "No" please explain: Not Applicable

Contact/Phone:

775/852-3555

Vendor No.:

PUR0002572A NV20021334287

**NV Business ID:** 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** Federal Funds

100.00 %

0.00 %

Highway Funds

0.00 % 0.00 % **Bonds** Other funding 0.00 % 0.00 %

Agency Reference #:

C 14479

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

07/21/2014

Retroactive?

Yes

If "Yes", please explain

This contract was not able to be submitted to the Board of Examiners in a timely fashion because Attachment AA, Contractor's Response was required to be corrected to be in compliance with the State portion of the contract. The following actions have been taken to prevent the need for future retroactive requests: Supervisor for the Division's contract unit will be contacted immediately when a contract is delayed after information requested has been submitted.

3. Termination Date:

06/30/2017

Contract term:

2 years and 345 days

4. Type of contract:

Contract

Contract description:

**Security System** 

5. Purpose of contract:

This is a new contract to provide ongoing services to maintain a reliable security system at the Dini-Townsend Hospital. The contracted services includes software upgrades for all security doors (if available), as well a maintenance tour of all building doors every six months to clean, adjust, test doors to assure they are operational and replace system batteries as required.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$44,971.00

## **II. JUSTIFICATION**

7. What conditions require that this work be done?

This Service Agreement guarantees that the security door system will operate properly, insuring safety and well-being of consumers, staff and visitors as required by Joint Commission

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

Staff does not have the equipment, training or expertise to do this work

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Contract #: 16006 Page 1 of 2 Burgarello Alarm Inc.

Honeywell Security Systems.

RFI Communications & Security

b. Soliciation Waiver: Not Applicable

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

This vendor was selected because of their familiarity and knowledge of the existing security system. The other two vendors were not familiar with the system.

d. Last bid date:

06/01/2014

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

04/01/2017

### 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:

2006 to present - NNAMHS - 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:

Shelley Houghtaling, Ph: 775-688-2031

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	08/19/2014 16:41:14 PM
Division Approval	alaw1	08/19/2014 16:41:16 PM
Department Approval	ecreceli	08/26/2014 10:21:24 AM
Contract Manager Approval	rmorse	09/08/2014 11:17:26 AM
Budget Analyst Approval	bberry	09/09/2014 10:01:02 AM

For Board Use Only Date: 08/25/2014

## CONTRACT SUMMARY

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

### **DESCRIPTION OF CONTRACT**

1. Contract Number: 15834

Legal Entity Name:

**H2O ENVIRONMENTAL INC** 

**DHHS - PUBLIC AND BEHAVIORAL** 

Contractor Name:

**H2O ENVIRONMENTAL INC** 

HEALTH

406

Address:

6679 SUPPLY WAY

Appropriation Unit: 3162-59

Is budget authority

Agency Name:

Agency Code:

Yes

City/State/Zip

**BOISE, ID 83716-5545** 

available?: If "No" please explain: Not Applicable

Contact/Phone:

208/343-7867

Vendor No.:

PUR0002244

**NV Business ID:** 

NV19961214703

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** 100.00 % Federal Funds 0.00 %

0.00 %

**Highway Funds** 

0.00 %

**Bonds** Other funding 0.00 % 0.00 %

Agency Reference #:

14536

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

08/01/2014

Retroactive?

If "Yes", please explain

During the review and approval process, this contract was thought to have been executed so the vendor was informed to begin services.

3. Termination Date:

06/30/2016

Contract term:

1 year and 334 days

4. Type of contract:

Contract

Contract description:

Waste Disposal

This is a new contract to provide pick up and disposal of hazardous pharmaceutical waste for the Northern Nevada Adult Mental Health Services pharmacy.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$20,000,00

# II. JUSTIFICATION

7. What conditions require that this work be done?

Hazardous pharmaceutical waste has to be disposed of in accordance with state and federal laws and statutes. The vendor must be licensed to handle and dispose of hazardous waste properly.

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

State employees lack the certification and equipment to properly handle and dispose of hazardous pharmaceutical waste.

Page 1 of 2

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);

Clean Harbors

H2O Environmental, INC.

Waste Management

b. Soliciation Waiver: Not Applicable

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

This vendor was the only vendor on the list solicited that possessed the certification and licenses required to perform 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:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	06/21/2014 13:08:23 PM
Division Approval	alaw1	06/21/2014 13:08:25 PM
Department Approval	ecreceli	07/03/2014 14:41:20 PM
Contract Manager Approval	rmorse	08/18/2014 14:03:45 PM
Budget Analyst Approval	bberry	08/25/2014 09:06:13 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: 16051

Legal Entity

**HERSHENOW & KLIPPENSTEIN** 

Name:

Agency Name: ADJUTANT GENERAL & NATIONAL

Contractor Name: HERSHENOW & KLIPPENSTEIN

**GUARD** Agency Code:

431

If "No" please explain: Not Applicable

Address:

5485 RENO CORPORATE DR STE 100

Appropriation Unit: 3650-10

Is budget authority

Yes

City/State/Zip

**RENO, NV 89511-2262** 

available?:

Contact/Phone:

MAX HERSHENOW 775-332-6640

Vendor No.:

T80984709

**NV Business ID:** 

NV19941047730

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 %

0.00 %

Federal Funds X

100.00 % 0.00 % **Bonds** 

0.00 % 0.00 %

**Highway Funds** Agency Reference #:

NMD# 023-14S

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

Other funding

09/09/2014

Retroactive?

If "Yes", please explain

Not Applicable

08/01/2016

3. Termination Date: Contract term:

1 year and 327 days

4. Type of contract:

Contract

Contract description:

**Design Guidelines** 

5. Purpose of contract:

This is a new contract to develop a manual that provides design guidelines to get consistency with the products and services to be used by the Nevada Army National Guard. The intent is to mimic State Public Works Board design guides, using each architectural section and tailor it to meet the needs by the Nevada Army National Guard.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$40,100.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

A standardized architectural design manual is required to ensure consistent specification requirements utilized by the Nevada Army National Guard

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

State employees do not have the time or skills of writing and researching all the specification requirements repeatedly for each job or contract.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

Not Applicable

- b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)
- c. Why was this contractor chosen in preference to other?

Contract #: 16051 Page 1 of 2 This vendor has consistently provided satisfactory architectural services to the Office of the Military.

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 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:

Approval Level	User	Signature Date
Budget Account Approval	vradford	09/04/2014 11:28:43 AM
Division Approval	ctyle1	09/04/2014 15:11:38 PM
Department Approval	ctyle1	09/09/2014 08:58:58 AM
Contract Manager Approval	ctyle1	09/09/2014 08:59:01 AM
Budget Analyst Approval	jborrowm	09/09/2014 11:42:38 AM

For Board Use Only Date: 09/09/2014

**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: 16045

Legal Entity

SYSTEMS PLUS INC

Name:

ADJUTANT GENERAL & NATIONAL **GUARD** 

Contractor Name: SYSTEMS PLUS INC

Agency Code:

Agency Name:

431

Address:

1 RESEARCH CT STE 360

Appropriation Unit: 3650-10

**ROCKVILLE, MD 20850-6266** 

Is budget authority

Yes

City/State/Zip

available?: If "No" please explain: Not Applicable

Contact/Phone:

Kevin Zhang 301-948-4232

Vendor No.:

T29031604

**NV Business ID:** 

NV20121593441

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 %

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

Agency Reference #:

NMD# 020-14-S

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

09/09/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

12/30/2014

3. Termination Date: Contract term:

112 days

4. Type of contract:

Contract

Contract description:

RPLANS-L.V.

5. Purpose of contract:

This is a new contract to provide computer programming and data collection/processing to update the requirements in the Real Property Planning and Analysis System (RPLANS). RPLANS is an automated master planning tool that gathers real property data, force structure data, planning criteria and allowances from standard Army corporate databases. It is an integral part of the Army's legacy planning systems along with the Facilities Planning System.

This contract is services for the Clark County Armories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$13,000.00

### II. JUSTIFICATION

7. What conditions require that this work be done?

The Real Property Planning and Analysis System (RPLANS) is an integral part of the Army's legacy planning systems along with the Facilities Planning System (FPS), the Installation Status Report (ISR), the Integrated Facilities System (IFS), the Army Stationing and Installation Plan (ASIP) and the Executive Information System (EIS). Each state or military base works through tables published in the MG PAM 415-12 to judge the New York of the New properly receive Operation and Maintenance funding from the National Guard Bureau, the RPLANS program needs to be accurate and updated with real property assets.

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

Neither the State nor the Federal employees have the expertise required to update the RPLANS program in accordance with the National Guard Bureau's policies

9. Were quotes or proposals solicited?

Yes

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

No

Contract #: 16045

Page 1 of 2

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

Systems Plus Jacobs ENG Garver USA

b. Soliciation Waiver: Not Applicable

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

This contractor was the only vendor approved by the National Guard Bureau and with CAC card access to the federal information systems. Additionally, this vendor utilized in the past and services found to be satisfactory.

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 Military - 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:

Approvai Levei	User	Signature Date
Budget Account Approval	vradford	09/04/2014 10:43:48 AM
Division Approval	ctyle1	09/04/2014 15:43:00 PM
Department Approval	ctyle1	09/09/2014 09:22:47 AM
Contract Manager Approval	ctyle1	09/09/2014 09:24:40 AM
Budget Analyst Approval	jborrowm	09/09/2014 11:39:26 AM

For Board Use Only 09/18/2014

Date:

## CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: 15877

Legal Entity Name:

M3 PLANNING DBA

Agency Name:

DEPARTMENT OF AGRICULTURE

Contractor Name:

M3 PLANNING DBA

Agency Code:

Address:

ONSTRATEGY

PO BOX 8021

Appropriation Unit: 1362-04

Is budget authority

Yes

City/State/Zip

**RENO, NV 89507-8021** 

available?:

If "No" please explain: Not Applicable

Contact/Phone:

775/747-7407

Vendor No.:

T29034414A

**NV Business ID:** 

NV20031269093

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 Bonds** 

0.00 % 0.00 %

X Federal Funds **Highway Funds**  100.00 % 0.00 %

Other funding

or b. other effective date

0.00 %

Contract start date:

a. Effective upon final approval? No

09/18/2014

Retroactive?

Yes

If "Yes", please explain

An amendment to extend a previous contract could not be completed prior to the end of that contract.

3. Termination Date:

06/30/2015

Contract term:

285 days

4. Type of contract:

Contract

Contract description:

M3 Planning - Survey

5. Purpose of contract:

This is a new contract to provide the Food & Nutrition's Commodity Food Program unbiased assistance in performing a state mandated survey of its stakeholders and undertaking a cost/benefit analysis of the results that will result in a 5-year Strategic plan for commodity food distribution in the State of Nevada..

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$33.630.00

Other basis for payment: \$75/hr (Data Entry/Office Prep Work) & \$125/hr(Offsite/Project Management)

#### II. JUSTIFICATION

7. What conditions require that this work be done?

As Contract# 15422 was being performed, the Food & Nutrition's Commodity Food Program realized that it needed to expand the Scope and Time of its Meetings in order to meet one of Governor Sandoval's Core Function of Government: Food Security. The Commodity Food Program needed to expand its scope dramaticly to meet the requirement for a Statewide Community Needs Assessment. The vendor has started helping the program to undertake a comprehensive cost/benefit analysis of the current Commodity/Food delivery system, perform a survey of all stakeholders on how they are served, develop infrastructure standards for streamlining distribution and services and develop a concept for a centralized information location on produce/foods that will enable expanded food options.

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 knowledge base to implement the survey or manage the meetings without taking a longperiod of time to get up to speed.

9. Were quotes or proposals solicited?

No

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

No

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

Not Applicable

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

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

This vendor was already working on the project as it relates to Contract# 15422

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

## **III. OTHER INFORMATION**

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Department of Agriculture

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:

Jenelle Gimlin, Assistant Director Ph: (775) 353-3738

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	wcune1	07/07/2014 05:44:27 AM
Division Approval	wcune1	07/07/2014 05:44:30 AM
Department Approval	wcune1	07/07/2014 05:44:33 AM
Contract Manager Approval	wcune1	08/26/2014 09:21:40 AM
Budget Analyst Approval	sbarkdul	09/18/2014 15:29:23 PM

BRIAN SANDOVAL Governor

Las Vegas Office: 2300 McLeod Street Las Vegas NV 89104-4314 (702) 668-4590 Fax (702) 668-4567 STATE OF NEVADA



DEPARTMENT OF AGRICULTURE

405 South 21st Street
Sparks, Nevada 89431-5557
Telephone (775) 353-3601 Fax (775) 353-3661
Website: http://www.agri.nv.gov

JAMES R. BARBEE Director

> Elko Office: 4780 E. Idaho Street Elko NV 89801-4672 (775) 738-8076 Fax (775) 738-2639

September 18, 2014

Sherri,

This is a request to retroactively approve the Nevada Department of Agriculture's (NDA) contract with MP3 Planning. The Department originally had contract with MP3 from March 2014 to June 30, 2014 to facility (6) meetings with stakeholders to develop strategies for the Nevada School Wellness Policy and the Nevada USDA Distribution plan. Not all of the meetings were able to occur in that time frame, and additionally, it become apparent from the meetings that were held that follow-up was needed. Meanwhile, the Governor's Council on Food Security, requested that this group of stakeholders, including NDA, work to develop a comprehensive cost benefit analysis on the current state and non-profit commodity/food delivery system and develop a comprehensive client/community food supply assessment. The Department was not able to amend the first contract in time to add to the scope. Missing the deadline to amend the original contract, the Department worked with MP3 to develop the scope for the new contract, but because of conflicting schedules there have been delays in getting this contract finalized. However, work associated with the old and the new contract has continued because of deadlines concerning the Governor's Council of Food Security.

Thank you

Dale Hansen Nevada Department of Agriculture Fiscal Administrator 775-353-3741 dale.hansen@agri.nv.gov

For Board Use Only Date: 09/10/2014

## **CONTRACT SUMMARY**

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

#### **DESCRIPTION OF CONTRACT**

1. Contract Number: 16052

Legal Entity

BT CONFERENCING VIDEO INC

Name:

**Agency Name:** Agency Code:

**PUBLIC UTILITIES COMMISSION** 

Contractor Name:

BT CONFERENCING VIDEO INC

Address:

11400 WESTMOOR CIR STE 225

Appropriation Unit: 3920-26

Is budget authority

Yes

City/State/Zip

**WESTMINSTER, CO 80021** 

available?:

If "No" please explain: Not Applicable

Contact/Phone:

303/448-7800

Vendor No.:

PUR0003642

**NV Business ID:** 

NV20051092867

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 % 0.00 %

Fees

100.00 % REGULATORY FEES FUND 224 0.00 %

Federal Funds **Highway Funds** 0.00 %

Other funding

0.00 %

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

**Bonds** 

09/08/2014

Retroactive?

If "Yes", please explain

Not Applicable

No

3. Termination Date:

08/31/2015

Contract term:

357 days

4. Type of contract:

Contract

Contract description:

**BT Conferencing** 

5. Purpose of contract:

This is a new contract to provide on-Site Installation of an Audio System in Carson City, NV.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$48,353.77

### II. JUSTIFICATION

7. What conditions require that this work be done?

Install new audio system to replace outdated equipment in the Carson City office. Video and audio system essential for Hearings and other types of meetings between the Las Vegas office and Carson City office.

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

Computer hardware contract for audio system per Purchasing Division memo dated June 22, 2006 re: Fixed Asset Changes. State employees do not have the technical expertise for the installation.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

No

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

Not Applicable

Division?

b. Soliciation Waiver: Not Applicable

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

The equipment to be installed will be purchased from this vendor.

d. Last bid date:

Yes

Anticipated re-bid date:

10. Does the contract contain any IT components? Contract #: 16052 Page 1 of 2

#### 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:

Computer hardware contract for video system per Purchasing Division memo dated June 22, 2006 re: Fixed Asset changes.

Public Utilities Commission of Nevada, video system installation, 7/26/10-7/25/11 and 10/12/10-10/12/11. The quality of service provided has been verified as satisfactory.

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

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

Not Applicable

14. The contractor is 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:

D'Amario, Jeff, Ph: 775-684-6192

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	nshafer	09/04/2014 12:27:33 PM
Division Approval	nshafer	09/04/2014 12:27:35 PM
Department Approval	dskau	09/04/2014 12:33:10 PM
Contract Manager Approval	nshafer	09/04/2014 12:34:00 PM
DoIT Approval	bbohm	09/09/2014 10:31:57 AM
Budget Analyst Approval	bberry	09/10/2014 08:04:58 AM

For Board Use Only Date: 08/27/2014

## **CONTRACT SUMMARY**

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

#### DESCRIPTION OF CONTRACT

1. Contract Number: 16022

Legal Entity

LAS VEGAS PLUMBING INC

Name:

Agency Name:

**DCNR - PARKS DIVISION** 

Contractor Name:

LAS VEGAS PLUMBING INC

Agency Code: 704

Address:

**6420 WINDY RD** 

Appropriation Unit: 4605-19

Is budget authority

Yes

City/State/Zip

LAS VEGAS, NV 89119

available?:

If "No" please explain: Not Applicable

Contact/Phone:

702/914-3700

Vendor No.:

T81070129

**NV Business ID:** 

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

NV19831014483

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

Federal Funds

0.00 % 0.00 %

Fees **Bonds**  100.00 % Utility Surcharge 0.00 %

**Highway Funds** 

0.00 %

Other funding

or b. other effective date

0.00 %

2. Contract start date:

a. Effective upon final approval? No

08/27/2014

Retroactive?

If "Yes", please explain

Not Applicable

3. Termination Date:

08/01/2017

Contract term:

2 years and 340 days

4. Type of contract:

Contract

Contract description:

**Plumbing Service** 

5. Purpose of contract:

This a new contract to provide service & repair of plumbing related utilities in the southern region parks on an as needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$30,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a service and maintenance contract with a plumbing company to service the park when state personnel are not able to complete the work.

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

The agency does not have the equipment or resources to this type of work.

9. Were quotes or proposals solicited?

Yes

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

No

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

Rakeman Plumbing Larking Plumbing

b. Soliciation Waiver: Not Applicable

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

Lowest hourly rate.

d. Last bid date:

Anticipated re-bid date:

Contract #: 16022 Page 1 of 2

#### 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?

N٥

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?

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:

Jamin Hunter, Facilities Supervisor Ph: 702-486-5126

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	08/25/2014 10:58:54 AM
Division Approval	sdecrona	08/25/2014 10:58:56 AM
Department Approval	sdecrona	08/25/2014 10:58:59 AM
Contract Manager Approval	sdecrona	08/27/2014 09:52:59 AM
Budget Analyst Approval	jrodrig9	08/27/2014 17:54:14 PM

For Board Use Only
Date: 09/10/2014

**CONTRACT SUMMARY** 

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

### 1. DESCRIPTION OF CONTRACT

1. Contract Number: 16047

Legal Entity

FIRST AMERICAN TITLE INSURANCE

Name:

Agency Name: DCNR - STATE LANDS

Contractor Name:

FIRST AMERICAN TITLE INSURANCE

Agency Code: 707

Address:

2500 PASEO VERDE PKWY STE 120

Is budget authority

Appropriation Unit: 4174-10

Yes

City/State/Zip

HENDERSON, NV 89074

available?:

If "No" please explain: Not Applicable

Contact/Phone:

PAUL V. MANGUAL 702-731-4131

Vendor No.:

T80984703F

NV Business ID:

NV20131377776

**COMPANY** 

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 Federal Funds 0.00 % 0.00 % Fees Bonds 0.00 %

Highway Funds 0.00 %

X Other funding

100.00 % State Lands Revolving Account (4174)

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date 09/05/2014

Retroactive?

No

If "Yes", please explain

Not Applicable

3. Termination Date:

06/30/2018

Contract term:

3 years and 299 days

4. Type of contract:

Contract

Contract description:

Title/Escrow Service

5. Purpose of contract:

This is a new contract for title and escrow services to support various Division of State Lands programs related to disposal and acquisition of State parcels, and other land management activities in Clark County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$39,996.00

Payment for services will be made at the rate of \$9,999.00 per State Fiscal Year

Other basis for payment: Payment is based on the curretn rate sheet and scope of work in contract attachement AA and is submitted as services are needed.

## II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 321.001 gives the Division of State Lands the authority to acquire, hold and administer State lands. As part of the above statutory authorities, lands or interests in lands are periodically acquired or disposed of by the Division of State Lands.

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

The State and the Division of State Lands do not have personnel available to perform these services. Title and escrow services must be completed by a licensed, professional title and escrow company.

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):

21

Contract #: 16047 Page 1 of 2

North American Title Company Stewart Title Company Nations Title Company Lawyers Title of Nevada First American Title Insurance Equity Title of Nevada

b. Soliciation Waiver: Not Applicable

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

First American Title Insurance Company was chosen because they were the sole bid submitted, it should be noted that they were also awarded the recent Northern Nevada (including the Lake Tahoe Basin) bid in part because of prior positive experiences with the Division of State Lands. Coverage and experience make First American a preferred choice for title and escrow services.

d. Last bid date:

04/01/2014

Anticipated re-bid date:

04/01/2018

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?

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:

Randles, Elyse, Land Agent III Ph: 775-684-2735 Crawley, Mary, Land Agent I Ph: 775-684-2748

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	bre00	09/04/2014 10:12:27 AM
Division Approval	bre00	09/04/2014 10:12:31 AM
Department Approval	abrook1	09/09/2014 10:07:49 AM
Contract Manager Approval	bre00	09/09/2014 10:07:59 AM
Budget Analyst Approval	jrodrig9	09/10/2014 22:11:19 PM

For Board Use Only Date: 09/16/2014

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: 14618

Amendment Number:

Legal Entity

GREATER LAS VEGAS ASSOCIATION

Name:

Agency Name:

**REAL ESTATE DIVISION** 

Contractor Name:

**GREATER LAS VEGAS ASSOCIATION** 

**Agency Code:** 

748

Address:

OF REALTORS INC

Appropriation Unit: 3826-10

1750 E SAHARA AVE LAS VEGAS. NV 89104

Is budget authority available?:

Yes

City/State/Zip

If "No" please explain: Not Applicable

Contact/Phone:

Wendy DiVecchio 702/784-5000

Vendor No.:

T80944834

**NV Business ID:** 

NV19471000182

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

2013-2015

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

General Funds

0.00 %

0.00 %

Federal Funds

0.00 %

Bonds

0.00 %

**Highway Funds** 0.00 % Other funding 100.00 % BA 3826, Cat. 10 Education and Research Fund

Agency Reference #:

748

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

06/27/2013

Retroactive?

Yes

If "Yes", please explain

This amendment includes for retroactive approval the fiscal year 2014 increase of \$2,600.

3. Previously Approved

Termination Date:

06/30/2015

Contract term:

2 years and 3 days

4. Type of contract:

Contract

Contract description:

**Education Contract** 

5. Purpose of contract:

This is an amendment to the original contract to provide continuing education credits required by licensees to renew their licenses. The course, developed by the Division to cover new laws and other mandatory topics, and approved by the Real Estate Commission, is currently being offered by the contractor. The purpose of the contract remains unchanged.

The purpose of the amendment is to increase contract authority by \$2,600 for fiscal year 2014 and \$9,180 for fiscal year 2015. Licensee registrations to the course exceeded expectations and the original contract amount of \$2,700 per fiscal year was insufficient. Based on monthly average student registrations, the amended increase in fiscal year 2014 of \$2,600 and \$9,180 in fiscal year 2015 is considered appropriate for classes to be taught under the contract until June 30, 2015.

#### CONTRACT AMENDMENT

1. The maximum amount of the original contract: 2. Total amount of any previous contract amendments:

\$5,400.00

\$0.00

3. Amount of current contract amendment:

\$11,780.00

4. New maximum contract amount:

\$17,180,00

## II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 645.575 mandates real estate licensees complete approved continuing education to renew or reinstate a real estate license in order to protect the public by ensuring licensees are informed about current statutes and regulations.

Contract #: 14618 Page 1 of 2 8. Explain why State employees in your agency or other State agencies are not able to do this work:

Funding is allocated within the Education and Research Budget (3826) to provide financial assistance through the bid process for subject area specialists to provide law update courses in locations across the State. Educators approved by the agency are required to be practitioners in the field in which they instruct.

9. Were quotes or proposals solicited?

Yes No

Was the solicitation (RFP) done by the Purchasing

Division?

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

b. Soliciation Waiver: Not Applicable

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

Greater Las Vegas Association of Realtors has previous experience in teaching this course, and submitted a bid in response to the agency's invitation to bid.

d. Last bid date:

04/17/2013

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor was engaged by the Real Estate Division from July 1, 2011 to June 30, 2013 to teach the continuing education course entitled "What Every Licensee Should Know". Contractor is currently providing continuing education services under the contract that is subject to this amendment. Contractor's performance is satisfactory.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

- 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:

User Approval Level Signature Date **Budget Account Approval** vleigh 08/27/2014 07:30:39 AM **Division Approval** vleigh 08/27/2014 07:30:42 AM **Department Approval** Ifiguero 09/02/2014 15:33:31 PM Contract Manager Approval vleigh 09/04/2014 07:47:58 AM **Budget Analyst Approval** sjohnso9 09/16/2014 06:27:30 AM

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For Board Use Only Date: 09/16/2014

## 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: 14620

Amendment

Number: **Legal Entity** 

Steven Kitnick

Name:

Agency Name:

**REAL ESTATE DIVISION** 

Contractor Name:

Steven Kitnick

Agency Code:

Address:

2601 S. Pavilion Center Dr., #

Appropriation Unit: 3826-10

Las Vegas, NV 89135

Is budget authority available?:

Yes

City/State/Zip

If "No" please explain: Not Applicable

Contact/Phone:

Steven Kitnick 7023268772

Vendor No.:

**NV Business ID:** 

NV20106513768

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

2014-2015

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

**General Funds** 

0.00 %

Fees

0.00 %

Federal Funds

100.00 %

Bonds

0.00 %

**Highway Funds** 

0.00 %

Other funding

0.00 %

Agency Reference #:

748

Contract start date:

a. Effective upon final approval? No

or b. other effective date

07/01/2013

Retroactive?

If "Yes", please explain

This amendment includes for retroactive approval the fiscal year 2014 increase of \$2,000.

3. Previously Approved

Termination Date:

06/30/2015

Contract term:

1 year and 364 days

4. Type of contract:

Contract

Contract description:

**Education Contract** 

5. Purpose of contract:

This is an amendment to the original contract to provide continuing education credits required by licensees to renew their licenses. The course, developed by the Division to cover new laws and other mandatory topics, and approved by the Real Estate Commission, is currently being offered by the contractor. The purpose of the contract remains unchanged.

The purpose of the amendment is to increase contract authority by \$2,000 for fiscal year 2014 and \$3,780 for fiscal year 2015. Licensee registrations to the course exceeded expectations and the original contract amount of \$2,700 per fiscal year was insufficient. Based on monthly average student registrations, the amended increase in fiscal year 2014 of \$2,000 and \$3,780 in fiscal year 2015 is considered appropriate for classes to be taught under the contract until June 30, 2015.

#### CONTRACT AMENDMENT

1. The maximum amount of the original contract: \$5,400.00

2. Total amount of any previous contract amendments: 3.

\$0.00 \$5,780.00

Amount of current contract amendment: 4. New maximum contract amount:

\$11,180.00

### II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 645.575 mandates real estate licensees complete approved continuing education to renew or reinstate a real estate license in order to protect the public by ensuring licensees are informed about current statutes and regulations.

Page 1 of 3

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

Contract #: 14620

Funding is allocated within the Education and Research Budget (3826) to provide financial assistance through the bid process for subject area specialists to provide law update courses in locations across the State. Educators approved by the agency are required to be practitioners in the field in which they instruct.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

No

Division?

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

b. Soliciation Waiver: Not Applicable

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

Vendor submitted a bid in response to the Division's invitation to bid which met the scope or work and funding request requirements.

Vendor is a currently a sponsor of several continuing education courses approved by the Real Estate Commission, and is experienced in teaching legislative update courses.

d. Last bid date:

04/17/2013

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

#### III. OTHER INFORMATION

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

No

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

Nο

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

No If "Yes", please explain

Not Applicable

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

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

Contractor was engaged by the Real Estate Division in 2008 to provide the continuing education course entitled "What Every Licensee Should Know". Contractor did not fully perform that contract, terminating it after one class offering. Contractor is currently providing continuing education services under the contract that is subject to this amendment. Contractor's performance is satisfactory.

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

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

Not Applicable

14. The contractor is 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

- Not Applicable
- 18. Agency Field Contract Monitor:
- 19. Contract Status:

**Contract Approvals:** 

Approval Level User Signature Date **Budget Account Approval** vleigh 09/09/2014 09:50:58 AM Division Approval vleigh 09/09/2014 09:51:02 AM Department Approval sanders7 09/09/2014 10:39:35 AM Contract Manager Approval vleigh 09/09/2014 10:40:28 AM **Budget Analyst Approval** sjohnso9 09/16/2014 06:36:00 AM

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Contract #: 14620

For Board Use Only Date: 08/26/2014

### **CONTRACT SUMMARY**

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

#### DESCRIPTION OF CONTRACT

1. Contract Number: 16009

Legal Entity

BENNETT, JOY DBA

Name:

Agency Name: DEPARTMENT OF MOTOR **VEHICLES** 

Contractor Name:

**BENNETT, JOY DBA** 

Agency Code: 810

Address:

**CUSTOM CLEAN** 

Appropriation Unit: 4735-04

PO BOX 151396

Is budget authority available?:

Yes

City/State/Zip

ELY, NV 89315-1205

If "No" please explain: Not Applicable

Contact/Phone: Vendor No.:

775/293-1062 T81105415

**NV Business ID:** 

NV20101244038

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 Federal Funds

0.00 %

0.00 %

0.00 % **Bonds** 

0.00 % 0.00 %

Highway Funds 100.00 % Other funding

Contract start date:

a. Effective upon final approval? No

or b. other effective date

08/26/2014

Retroactive?

If "Yes", please explain

Not Applicable

No

3. Termination Date:

07/30/2018

Contract term:

3 years and 339 days

4. Type of contract:

Contract

Contract description:

**Janitorial Svc Ely** 

5. Purpose of contract:

This is a new contract to provide the janitorial service required at the Ely DMV facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$30,160.00

Payment for services will be made at the rate of \$595.00 per Month

Other basis for payment: \$200.00 for carpet cleaning to be done twice a year.

## II. JUSTIFICATION

7. What conditions require that this work be done?

State offices must be kept clean.

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

There are no State employees in the area to provide this service.

9. Were quotes or proposals solicited?

Yes

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

No

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

**Custom Cleaning** 

Gloria's Janitorial Services Constance Li'e Cleaning

b. Soliciation Waiver: Not Applicable

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

Contract #: 16009 Page 1 of 2 Only responding vendor. Anticipated re-bid date: d. Last bid date: 05/23/2014 05/23/2018

10. Does the contract contain any IT components?

#### 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?

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

If "Yes", please explain

Not Applicable

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

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

Contracted with DPS and DMV since 2002 service has been satisfactory.

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

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

Not Applicable

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?

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

Yes

- 17. Not Applicable
- 18. Agency Field Contract Monitor:

Laura Brown, DMV Supervisor 1 Ph: 775-289-1605

19. Contract Status:

Signature Date
08/20/2014 07:36:07 AM
08/20/2014 07:36:10 AM
08/20/2014 12:05:12 PM
08/20/2014 12:19:13 PM
08/26/2014 07:26:06 AM

For Board Use Only 08/29/2014

## **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: 15898

Legal Entity

Chief Septic and Sewer LLC

Date:

Name:

Agency Name:

**DETR - REHABILITATION DIVISION** 

Contractor Name:

Chief Septic and Sewer LLC

Agency Code:

901

3395 S. Jones Boulevard #423

Address:

Appropriation Unit: 3253-10

Is budget authority

Yes

City/State/Zip

Las Vegas, NV 89146-6729

available?:

If "No" please explain: Not Applicable

Contact/Phone:

Karen Carew 702.897.0092

Vendor No.:

T27025897

**NV Business ID:** 

NV20091443580

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 Federal Funds

0.00 % 0.00 %

Fees

0.00 % 0.00 %

**Highway Funds** 

0.00 %

**Bonds** X Other funding

100.00 % Business Enterprises Set Aside

Agency Reference #:

1915-18-BEN

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

08/29/2014

Retroactive?

If "Yes", please explain

Not Applicable

No

3. Termination Date:

06/30/2016

Contract term:

1 year and 306 days

4. Type of contract:

Contract

Contract description:

Grease Trap Pumping

Purpose of contract:

This is a new contract that continues on-going, as-needed maintenance and repair services, including but not limited to cleaning, deodorizing and unclogging of grease traps and grease interceptors at Business Enterprises of Nevada (BEN) locations in Southern Nevada.

# 6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$10,000,00

Other basis for payment: A cost of \$575.00 per pumping; the State shall not be charged per gallon. No additional charge for disposal pick-up at the Hoover Dam. Vendor does not charge an hourly rate for services and there is not a charge for overtime, holiday or emergency work. Jetting service shall be charged at \$375.00 for the first line and \$175.00 for each additional line. Standard working hours are 6:00am to 6:00pm. Total cost of the contract shall not exceed \$10,000.00. Costs for parking at the Hoover Dam will be reimbursed upon approval of submitted original parking receipts

# II. JUSTIFICATION

Contract #: 15898

7. What conditions require that this work be done?

Pumping and jetting of grease traps are necessary fior the safety of staff and visitors and to to meet City, County and State health code requirements.

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

State employees are not trained in the expertise needed for maintenance and repair of grease traps and/or grease trap interceptors.

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):

Page 1 of 2

Desert Oil American Pumping Chief Septic and Sewer LLC A Honey Wagon

b. Soliciation Waiver: Not Applicable

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

The solicitation was to obtain a pool of vendors for this service. Only 2 submitted; both of which have performed satisfactory service for the State and were awarded a contract as a result of this solicitation.

d. Last bid date:

04/24/2014

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:

Vendor has provided satisfactory performance since 2010 for the Department of Employment, Training and Rehabilitation -Rehabilitation Division previously.

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:

Melissa Costa, Management Analyst Ph: 775.684.4075

19. Contract Status:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	07/10/2014 13:15:49 PM
Division Approval	shendren	07/10/2014 16:04:03 PM
Department Approval	mcost1	08/26/2014 12:51:57 PM
Contract Manager Approval	mcost1	08/26/2014 12:52:26 PM
Budget Analyst Approval	jmurph1	08/29/2014 16:19:11 PM



### CONTRACT SUMMARY

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

### I. DESCRIPTION OF CONTRACT

1. Contract Number: 15990

Legal Entity

MYTHICS INC

Name:

**DETR - EMPLOYMENT SECURITY** DIVISION

Contractor Name:

**MYTHICS INC** 

Agency Code:

Agency Name:

902

Address:

1439 N GREAT NECK RD STE 201

Appropriation Unit: 4771-77

Is budget authority

Yes

City/State/Zip

**VIRGINIA BEACH, VA 23454** 

available?:

Contact/Phone:

Shane Kozuch 757/233-8069

Vendor No.:

PUR0002721

**NV Business ID:** 

NV20141520332

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 %

Federal Funds **Highway Funds**  100.00 % 0.00 % **Bonds** 

0.00 % 0.00 %

Agency Reference #:

1934-15-IDP

No

2. Contract start date:

a. Effective upon final approval? No

If "No" please explain: Not Applicable

or b. other effective date

Other funding

08/20/2014

Retroactive?

If "Yes", please explain

Not Applicable

12/31/2014

3. Termination Date: Contract term:

133 days

4. Type of contract:

Contract

Contract description:

**IDP EQUIP. INSTALL** 

5. Purpose of contract:

This is a new contract to provide a combination of Oracle ACS and Mythics Consulting Services to install and configure two (2) 1/8th Racks of Exadata.

## 6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$29,402.94

Payment for services will be made at the rate of \$29,402.94 per Compleation of services

Other basis for payment: \$29,402.94 paid upon successful completion of installations and acceptable configuration services.

## II. JUSTIFICATION

7. What conditions require that this work be done?

IDP Equipment upgrade.

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

State employees cannot install nor configure proprietary equipment.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing

Yes

Division?

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

**Dynamic Solutions** 

BIAS Corporation Mythics

Contract #: 15990

b. Soliciation Waiver: Not Applicable

Page 1 of 2

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

Best price for installation and configuration.

d. Last bid date:

06/11/2014

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:

Mythics, Inc. provided a one-time purchase in June of 2014 for the equipment being installed under this Contract and quaility of provided producd purchase is satisfactory.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

Doug Wells, Ph: 684-3953

19. Contract Status:

**Contract Approvals:** 

User Approval Level Signature Date njolly **Budget Account Approval** 08/15/2014 15:21:04 PM **Division Approval** mcost1 08/15/2014 16:24:29 PM Department Approval mcost1 08/15/2014 16:24:33 PM **Contract Manager Approval** kwynands 08/15/2014 16:27:58 PM **DoIT Approval** csweenev 08/19/2014 08:00:36 AM **Budget Analyst Approval** sjohnso9 08/20/2014 13:24:36 PM

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Contract #: 15990 Page 2 of 2

For Board Use Only 08/20/2014

Date:

#### **CONTRACT SUMMARY**

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: 16002

Legal Entity

CLARK COUNTY SCHOOL DISTRICT

Name:

Address:

Agency Name:

**DETR - EMPLOYMENT SECURITY** DIVISION

Contractor Name:

**CLARK COUNTY SCHOOL DISTRICT** 

**ATTN CASH & INVESTMENT MANAGER** 

Appropriation Unit: 4770-12

902

If "No" please explain: Not Applicable

5100 W SAHARA AVE FL 2

Is budget authority

Yes

City/State/Zip

LAS VEGAS, NV 89146

available?:

Agency Code:

Contact/Phone:

Paul A. Mortimer 702/799-5338

Vendor No.:

T40231800

**NV Business ID:** 

Government Agency

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** Federal Funds

0.00 % 0.00 % Fees

0.00 % 0.00 %

**Highway Funds** 

0.00 %

Yes

**Bonds** Other funding

100.00 % Career Enhancement Program

Agency Reference #: 1926-15-WSU-IT

2. Contract start date:

a. Effective upon final approval? No

or b. other effective date

08/01/2014

Retroactive?

If "Yes", please explain

The Department did not receive approval that funding was available for the pilot programs until mid-March 2014. The contracts budget, scope of work, and program narratives could not be prepared and submitted for approval in time to meet September Board of Examiners' meeting deadline.

3. Termination Date:

06/30/2015

Contract term:

333 days

4. Type of contract:

Interlocal Agreement

Contract description:

Pilot Program\_IT

5. Purpose of contract:

This is a new interlocal agreement to provide for the subsidized funding of the Governors Workforce Investment Boards Information Technology Sector Council - Microsoft IT Academy Pilot Project for Clark County School District to support the workforce development initiatives of the industry for economic diversification in Nevada.

#### 6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$25,600.00

Other basis for payment: \$25,600 (or \$5,120 per school named in the Scope of Work, i.e. Bonanza High School, Cimarron-Memorial High school, Foothill High School, Las Vegas High School and Silverado High School). Payments to be made upon approval of the request for funds, normally once a month, with the total contract amount not to exceed \$25,600.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The State has committed to providing assistance and training to improve outcomes for public education and improve work opportunities.

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

Without approval of this Pilot Program, State agencies are not funded to perform these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing

Division?

No

Contract #: 16002 Page 1 of 2 a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

- b. Soliciation Waiver: Exempt (Per statute)
- c. Why was this contractor chosen in preference to other?

Government Entity - Intrastate Interlocal Contract.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

#### III. OTHER INFORMATION

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

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

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

If "Yes", please explain No

Not Applicable

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

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

Clark County School District is currently under contract with the departments Rehabilitation Division since 2012 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:

Ansara Martino, Grants and Policy Analyst Ph: 702-486-7980

19. Contract Status:

**Contract Approvals:** 

Approval Level	User	Signature Date
Budget Account Approval	njolly	08/14/2014 14:39:20 PM
Division Approval	rolso1	08/14/2014 15:44:18 PM
Department Approval	mcost1	08/15/2014 16:15:19 PM
Contract Manager Approval	kwynands	08/15/2014 16:23:09 PM
Budget Analyst Approval	jstrandb	08/20/2014 13:11:56 PM



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 9, 2014

To:

Julia Teska, Clerk of the Board Department of Administration

From:

Tiffany Greenameyer, Budget Analyst

**Budget Division** 

Subject:

BOARD OF EXAMINERS INFORMATION ITEM

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

### DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – REHABILITATION DIVISION

#### Agenda Item Write-up:

The Rehabilitation Division has provided the Board of examiner's an annual report on Provider Agreements that summarizes the amount expended for state fiscal year 2014.

#### **Additional Information:**

Per the March 2014 Board of Examiners the agency has been requested to provide an annual report due July 31<sup>st</sup> of each year that is based upon information captured in the tracking database for the prior state fiscal year.

#### **Statutory Authority:**

N/A

REVIEWED: Yhry

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# Provider Agreements

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Summary of Services	Employment Supports	Employment Supports - Supported Employment	Employment Supports - Supported Employment	General	Medical - Surgery Crit	Employment Supports	Medical - Audiology and Speech Pathology	Medical - Consultations	Medical - Optometry	General	Medical - Ophthalmology	Medical -
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YTD Expended (Autho Paid)	\$0.00	\$0.00	\$0.00	\$0.00	\$18,496.83	\$35,963.50	\$15,987,00	\$2,520.00	\$4,877.46	\$10,181,00	\$0.00	\$0.00
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Agreement Batence	\$52.018.00	\$93,062.50	\$87,301,59	\$94,854.24	\$99,600.00	\$100,000.00	\$36,793.08	\$76,102.50	\$88,846.02	\$90,828.00	\$99,965.00
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	3/25/2015	3/25/2015	3/25/2015	3/25/2015	3/25/2015	3/19/2015	1/30/2015	9,16/2015	9/24/2015	7/8/2016	11/1/2015	7726/2015	3/11/2015
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11	2/13/2016	11/27/2015	5/8/2015	7/17/2015	4/9/2016	12/12/2015	6/6/2015	11/27/2015	6/28/2015	6/28/2015	5/14/2015
Effective To the second	2/13/2014	11/27/2013	5/8/2013	71772013	4/9/2014	12/12/2013	6/6/2013	11/27/2013	6/28/2013	6/28/2013	5/14/2013
Summary of Sarvices	Medical - Optometry	Counsoling	Employment Supports	Medical - Optometry	Medical - Physical Therapy	Medical - Dental	Errployment Supports	Medical - Optometry	Employment Supports	Medical - Ophthalmology	Medical - Optometry
9300,000	ON	Q.	Q.	Q.	ON	Q	2	S S	Q.	Q.	NO
Agmented	\$99,685.00	\$55,958,59	\$92,030.00	\$84,420.71	\$100,000.00	\$88,660.08	\$79,727.34	\$89,920.61	\$97,195.00	\$74,255.69	\$97,175.66
YTD Expended (Autho Paid)	\$315.00	\$44,041.41	\$7,970.00	\$15,579.29	\$0.00	\$11,339.92	\$20,272.66	\$79.39	\$2,805.00	\$25,744.31	\$2,824.34
N SECTION AS	729016050	727031393	T29030073	T80996960	727005719	T27030026	T32002407	<u> 129025436</u>	T27023126	T27029138	T29003402
Compaction	Hemmer Eye Care, LLC	Hkon-Brenenstall, Sheri PhD	lape for Prisoners	rlumphreys, Marchant, Humphreys & Jooper OD's LTD, doe Family Eyecare Associates	ntegrity Health & Welthess	ntermountain Dentures PLLC dba Smiles Restored	nternational Dissibility Assistance	nVision Eye Center	aicol, inc. dba Capital Voc Consulting	ackson Oprthalmology Group, LTD dba Yestige Laser & Cataract Institute	isson Bolenbaker, OD P.C. dba Visionery Sye Center 8/15/2014 ~ 3:33 PM

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ļ	8/17/2014	signed affidavit	1/1/2016	1/1/2015	Affidavit Signed	8772014	1/6/2016	Affidevit Signed	1/1/2016	2/10/2014	Affidavit Signed	
Planty Bind	N/A	NA	4/1/2015	7/1/2015	WA	¥M	NA	SA.	NA	ď.	NA	
and 1	NA	11/21/2014	4/1/2015	7/1/2016	NA	WA	MA	NA	NA	NA	NA	
	NA	3/28/2016	NA	7/1/2015	31/2016	NA	NA	subdmit	WA	MA	8/12014	
ļſ	41/2016	3/28/2015	\$147014	7/1/2016	3/1/2015	9/6/2014	5/1/2015	£/1/2014	3/8/2015	4/1/2016	1/28/2014	
Commercial Commercial	6/19/2015	8/5/2014	4/1/2015	7/1/2016	12/21/2014	9/8/2014	8/12/2016	6/1/14 (Wortplace Llability)	3/18/2015	71172014	5/1/2014	
1	NV1991101955	NV2012127456	NV1996114643	NV2013143217	NV2007156400	NV2005100078	NV2000144368	NV2011144005	NV2010102915	NV1997100014	NV2013102319	
ij	03/31/16	04/30/15	06/30/16	\$1114	\$1/0E/BO	03/31/16	10/31/14	97/31/14	03/31/15	08/31/14	01/31/14	
į	9/24/2015	4/23/2015	12/16/2015	8/12/2015	4/28/2015	5/14/2015	8/2/2015	8/27/2015	7/17/2015	19772015	1/28/2015	
11	9/24/2013	4/23/2013	12/18/2013	8/12/2013	4/29/2013	5/14/2013	8/2/2013	6/27/2013	7/17/2013	19772013	1/29/2013	
Summary of Sardon	Medical - Dental	Employment Supports	Employment Supports	Employment Supports	Counseling	Medical - Optometry	Counseling	Employment Supports	Medical - Optometry	Medical - ENT/ Audiology	Employment Supports	
900°90E\$	Q.	YES	ð	Ş	g	Q.	9	g	9	9	9	
OMPS (	\$94,831.00	\$87,526,38	\$95,925.00	\$100,000.00	\$33,200.00	\$97,001.79	\$100,000,00	\$98,604.40	\$100,000,00	\$80,037.10	\$100,000.00	
VTD Expended (Autho Paid)	\$5,169.00	\$112,473.62	\$4,075.00	\$0.00	\$66,800.00	\$2,998.21	\$0.00	\$1,385.60	\$0.00	\$19,902,90	\$0.00	
A STATE OF THE STA	PUR0005207	T27033267	T81008286	PUR0005270	127028671	<u>T27011327</u>	T80884742	T29024550	T32002445	111707400	T27031940	
SONING COOK	Jesus Medna Jr. DDS	Job Development Coach Inc.	JOIN, Inc.	Junior Blind of America	Ken McKay, LTD	Kent M. Robertson, OD, Inc.	Kinsora Institute of Neuroscience	Lerge, Cassandra	Lipperelli, Matthew OD	Lubitz & Nasti, PLLC	LV Central Foursquare dbs John Page	8/15/2014 ~ 3:33 PM

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	Affidavit Signed	12/17/2014	12/12014	Affidavit Signed	Waived	11/1/2014	pending	1/1/2016		1/1/2016	9/1/2014	7/1/2015
Colonia Colonia Marenco	3/1/2015	NA	12/1/2014	WA	NA	N.	NA	NVA	NA	NA	9/1/2014	MA
ij	3/1/2016	N/A	12/12014	NA	NA	¥2	NIA	NA	NA	5/25/2015	WA	N/A
Sexual Misconduct Enforcement	Į.	NA	12/12014	6/30/2015	yes (sublimit)	NA	NA	NA	NA	8/28/2018	yes (su blimit)	MA
Professional Unitality	3/1/2016	3/1/2015	125/2014	6/30/2018	7/4/2014	6/20/2014	3/1/2016	pavisa	12/16/2014	6/25/2015	8/1/2014	5/1/2016
	3/1/2015	12/15/2014	12/12014	6/30/2016	7/4/14 (workplace liability)	6/20/2014	6/24/2016	171/2016	12/18/2014	6/25/2016	9/1/2014	2722/2018
Tana.	NV2013107838	NV1995111063	NV2013124477	NV2013128942 5	NV2012139358	NV1993105983	NV1998122004	NV2014117958	NV2010188649	NV2003138866	NV2001106205	NV1994107429
11	02/28/15	08/31/14	04/30/16	06/31/16	06/30/14	07/31/114	06/31/16	03/31/16	1231/14	06/30/16	06/30/16	06/30/16
ļı	3/28/2015	5/15/2015	11/27/2015	8/8/2015	5/28/2015	8/5/2015	10/17/2015	3/26/2016	72/2015	6/28/2015	3/6/2015	6/28/2015
įı	3/28/2013	5/15/2013	11/27/2013	6/6/2013	5/28/2013	9/5/2013	10/17/2013	3/26/2014	772/2013	6/28/2013	3/8/2013	6/26/2013
Seques po Assume	Employment Supports	Medical - Consultations	Employment Supports	Employment Supports	Counseling	Medical - Optometry	Medical	Employment Supports	Communication Services	Services to Family Members	Medical - ENT/Audiology	Medical - Ophthalmology
\$200,000	ON	ON	YES	ON	Q V	Q.	Q.	ON	9	Q	YES	Q.
Agraement Balanca	\$44,848.50	\$98,220.00	\$73,407.25	\$88,150.50	\$100,000.00	\$99,180.00	\$99,697.21	\$93,100.00	\$79,736.59	\$100,000.00	\$58,800.62	\$46,290.77
YTD Expended (Autho Paid)	\$55,051.50	\$1,780.00	\$126,592.75	\$11,849.50	\$0.00	\$620.00	\$302.78	\$6,900.00	\$20,263,41	00.0\$	\$141,199.38	\$53,709.23
To the second	T29032372	T27009062	729033086	<u> 129033249</u>	T27028985	T80962812	<u> 181081591</u>	129022071	T81106736A	T27008742	T27032069	T81008486
Corrector	Marcinik, Sean	Marietta Nelson, CHTD, dea Eye Cilinic of Lass Vegas	Maxey, Jennifer das Empowering Services	McRight, Nancy doa NCM Consulting	Merrill, Craig des Sierra Counseling Center	Michele S Tratos, DDA, APC	Nalbone, Vincent P. MD	National Telecommuting Institute	Network Interpreting Service, Inc.	Nevada Adult Day Healthcare Center	Nevada ENT & Hearing Assoc.	Nevada Eye Care Professionals

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3		-											Page 10
Washer's Comp	2/12/2015	4/13/2015	4/26/2015	1/1/2015	2/76/2016	4/2/2018	1/14/2015	6/12/2015	7/1/2015	10/31/2014	8/1/2014	1/1/2018	
	WA	N/A	MA	NA	NA	WA	WA	6/17/2016	NA	NA A	4/1/2015	WA	
1	NA	NA	NA	NA	NA	NIA	NIA	77710/14	MA	NA	4/1/2015	W.A	- Contract
	yes (sublimit)	NA	6/22/2016	yes (sublimit)	yes (sublimit)	MA	NA NA	6/17/2016	NA NA	NA	sak	WA	
Parity Control	11/19/2014	3/26/2015	8102/22/8	12/18/2014	9/1/2014	6/10/2016	1/14/2016	8/17/2016	1/28/2016	10/31/2014	4/1/2015	7725/2015	Personal Control of the Control of t
	1/19/2016	4772016	6/22/2016	11/4/2014	2/26/2015	5/10/2015	11142015	7/10/2016	1/28/2016	10/31/2014	4/1/2015	7/26/2015	
WES	NV2009151558	NV1997135750	NV2014109925	NV1998100651	NV2011159763	NV2008146338	NV2004123920	NV1982100299	NV1998138494	NV2009158962	NV1954100050	NV2008156647	
Brainess License	11/36/14	12/31/14	02/28/15	02/26/16	09/30/14	1231/14	10/31/1/4	03/31/16	11/30/14	12731/14	97/21/15	1231/14	
Tompdee	7/18/2015	11/27/2015	6/6/2015	6/28/2015	1/28/2016	7/28/2015	1/28/2016	1728/2016	628/2015	9/24/2015	3/18/2015	7726/2015	
Effective	7/18/2013	11/27/2013	6/6/2013	6/28/2013	1/28/2014	7/26/2013	1/28/2014	1/28/2014	6/26/2013	9/24/2013	3/18/2013	7726/2013	2000
Summary of Services	Medical - Audiology	Medical - Retina Specialist	Employment Supports	Medical - Physical Therapy	Counseling	Medical - Dental	Medical	Employment Supports	Medical - Optometry	Medical - Audiology	Employment Supports, Situational Assessments	Medical - Optometry	
0000	Q.	Q.	Ö	ON	Q	ON	O <sub>X</sub>	ON	Q.	O.	YES	9	
	\$87,947.56	\$97,359.05	\$88,473.00	\$70,522.00	\$99,600.00	\$96,890.00	\$89,530.00	\$75,980.65	\$96,665.82	\$100,000.00	\$82,201.20	\$100,000,00	
YTD Expended (Autho Pald)	\$12,052.44	\$2,640,95	\$11,527.00	\$29,478.00	\$400.00	\$3,110.00	\$470.00	\$24,019.35	\$3,334.18	\$0.00	\$107,798.80	\$0.00	
	T29023578	<u>T81031889</u>	127034453	T81082366	T32002705	T32000311	<u> 181202706</u>	PUR0005423	<u> 181077745</u>	127028478	PUR0005506	T27024013	
Geimblichde	Nevada Hearing & Balance	Nevada Retina Associates, Jarl C Nielsen, MD Ltd	New Beginning Job Specialists, Inc. (formerly: International Disability Assistance Inc.)	New Century Rehebilitation dhe Matt Smith. Physical Therapy	New Vates International, LLC	Newell, Devid DDS, LTD.	Nochtma Sleep Center, LLC	Northern Nevada Center for Independent Living	Northern Neveda Eyocate	Nortidand Hearing Centers, Inc.	Opporturity Village	Optometric Partnership, LLC dba Vision Source	8/15/2014 ~ 3:33 PM

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	11/12014	12/20/2014	1/1/2016	8/24/2014	Affidavit Signed	4/13/2015	1/1/2018	711/2016	9/16/2014	8/1/2014	1/1/2016
	11/1/2014	NA	NIA	5	WA	MA.	NA	7/1/2016	NA	MA	ş
ij	11/1/2013	NA	NA	ş	4/10/2016	AN AN	NA	7/1/2016	N/A	NA	NA
Mileconduct Endorment	11/1/2014	NA	MA	NA	yes (sublimit)	NA	NA	7/1/2016	sublimit	NA	WA
ļ	114/2014	8/19/2014	9/14/2014	9/8/2014	8/27/2018	4/5/2015	121/2014	7/1/2018	4/12015	3/1/2014	10/28/2014
	11/12014	9/19/2014	6/15/2015	9/8/2014	8/27/2015	4/5/2015	4772015	7/1/2016	6/1/2015	7/19/2014	10/26/2014
i	NV1969100256	N/2000138346	NV1991104077	NV2004113556	NV2012150314	NV1995101507	NV2001108530 0	NV2005109017	NV2012100650	NV1991105772	NV2001125426
11	09/30/14	08/31/14	09/30/14	06/30/15	08/31/14	10/31/14	97/21/16	01/31/16	01/31/16	12/31/14	03/31/16
Įı	6/20/2015	8/6/2015	4/28/2015	8/27/2015	4/23/2015	5/9/2018	5/16/2015	8/27/2015	\$202015	8/20/2015	5/15/2015
Plecifie Se de	6/20/2013	8/6/2013	47362013	6/27/2013	4/23/2013	5/8/2014	5/18/2013	6/27/2013	9/20/2013	8/20/2013	5/15/2013
Summary of Sarvices	Employment Supports, Situational Assessments	Medical - Optometry	Medical - Optometry	Communication Services	Employment Supports	Medical - Prosthetics, Ortholics	Medical - Radiology	Employment Supports	Counseling	Medical - Anesthesia	Medical - Optometry
	O <sub>N</sub>	9	9	O <sub>N</sub>	9	Q	9	ON	9	9	Ş
	\$100,000.00	\$90,063.68	\$88,061.10	\$78,342.78	\$92,922.00	\$58,313,28	\$99,424.06	\$100,000.00	\$77,834.72	\$94,362.00	\$98,797.50
VTD Expended (Autho Pain)	\$0.00	\$8,936.32	\$11,838.90	\$23,657.22	\$7,078.00	\$41,686,72	\$575,94	\$0.00	\$22,085.28	\$5,638,00	\$1,202,50
	<u>T81090426</u>	181096283	T81006961	727008077	T29017168	PUR0005024	T81108300	127011087	T29033073	T81035905	T81037114
CONTRACTOR	Оттябу Association of Carson City	Patrick M Hsueh, MD LTD dba Rano Eye Cânic	Paul W Hiss, MD, Ltd, dba Eye Care Associates of Neveda	Preston Bass Interpreting Services	Preston, Bernard	Prostratic Consulting Technologies	Radiology Consultants, LLC dba Reno Diagnostic Center	RAGE	Relationship Matters, Inc. dbe Browning Psychological Servcies	thehart Ltd dbs Sierra Anesthesia Inc.	Robertson & Koenig, LTD

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j	1/1/2016	111/2018	2/5/2016	7/10/2015	missing	11/17/2014	10/1/2014	1/1/2016	12/1/2014	2/28/2015	4/1/2015
Totally Bond	¥	AN AN AN AN AN AN AN AN AN AN AN AN AN A	NA NA	NA	z	N.	WA	NA	MA	MA	MA
1	NA NA	WA	NA	N/A	W	WA	104/2014	MA	NA	NA.	2724/2015
Parada Basendari Moressenti	VA	WA	MA	NA	yes (sublindt)	NA NA	10/1/2014	NA.	K.A	NA	NA
ļ	10/28/2014	10/28/2014	1/1/2015	6/20/2016	8/28/2014	8/28/2015	104/2014	2/1/2015	12/12014	8/16/2015	2724/2016
	10/28/2014	10/28/2014	9/1/2014	7/11/2016	8/29/2014	8/28/2015	10/1/2014	1/29/2016	12/12014	8/16/2016	2724/2015
İ	NV2001125426	NV2001125426	NV20131164248	NV2002132068	NVZ011158558	NV2008143823	NV1947100021	NV1994102661	NV2011157664	NV2013105602	NV1998126952
	03/31/16	03/31/16	03/31/16	05/31/16	09/30/14	10/31/14	12/31/14	11/30/14	09/30/14	01/31/16	07/31/16
Įı	5/15/2015	5/15/2015	6/20/2015	7/17/2015	6/28/2015	6/28/2015	11772015	8/15/2015	7/12/2015	5/8/2015	4723/2015
Electric de la constant de la consta	5/15/2013	5/15/2013	6/20/2013	7/17/2013	6/28/2013	6/26/2013	11/7/2013	8/15/2013	7/12/2013	5/8/2013	4/23/2013
Stemany of Services	Medical - Optometry	Medical - Optometry	Medical - Retina Specialist	Medical - General	Medical - Audiology and Speech Pathology	Medical - Surgery Crit	Employment Supports, Stuational Assessments	Medical - Diagnostic	Medical - ENT	Medical - Dental	Medical - Optometry
900'0023	Q.	9	O.	Q.	ON.	ON	ON	ON	O <sub>N</sub>	Q	ON.
Į,	\$100,000.00	\$100,000.00	\$85,884.35	\$98,575.00	\$96,505.00	\$95,329.60	\$100,000.00	\$98,939.12	\$65,864,90	\$90,837.00	\$85,511,78
VTD Expended (Autho Paid)	\$0.00	\$0.00	\$4,105.65	\$1,425.00	\$3,495.00	\$4,670.40	90.05	\$1,060.88	\$34,135,10	\$8,363.00	\$14,488,22
ı	T81037114	T81037114	T27002193	<u>129001299</u>	T27031289	T27025590	T81024024	T80915381	T27030007	T27032677	T81036997
chineletton	Robertson & Koenig, LTD	Robertson & Koenig, LTD	Rocky Mountain Retina Consultants	Ronald G Kong, MD PC	Ryland Hearing Associates dos Silver Stats Hearing & Balance	Saint Mary's Outpatient Surgery Center at Gelena dea Summit Surgery Center	Salvation Army Clark County	SDMI Limited Pertherathip dbs Steinberg Diagnostic Medical	Sean D. Palacics, MD. PLLC, dba Nevada Ear & Sirus Institute	Sena, Shannon Michael, DDS	Sergio Guzman Optometry, LTD

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1	<b>→</b>							NA			
Workers Comp	81/2014	1/1/2015	11/2016	10/1/2013	11/2/2014	11/1/2014	6/26/2014	Affidavit Signed	5/5/2015	7/17/2016	Pevilin
	NA NA	NA	10/1/2014	3/19/2014	NA A	WA	N/A	WA	6/1/2016	NA	NA
1	WA	WA	WA	WA	6/12/2016	NIA	NA NA	NA	MA	7/1/2016	NIA
Misconduct Endorsement	yes (sublimit)	NA	NA	71472014	NA	MA	NA	N/A	8/1/2016	VN.	4/12016
A CONTRACTOR OF THE PERSON OF	3/27/2015	10/1/2014	101/2014	7/4/2014	8/12/2015	7/1/2014	7/9/2014	3/29/2016	6/1/2015	12/8/2014	4/12016
Connectal	3/27/14 (Off Premises Liability)	10/1/2014	10/1/2014	3/19/2014	10/17/2014	11/1/2014	778/2018	3/29/2015	6/1/2015	7/1/2015	4442015
9200	NV2011130276	NV1970100027	NV1999127868	NV2003101019	NV1998129771	NV2006132634	NV2007167162	NV2004104189	NV2003144550	NV2004167348	NVZ011159673
11	08/31/14	01/15/16	06/30/15	01/21/18	08/31/14	10/31/14	06/31/16	02/28/16	D8/31/14	12/31/14	09/30/14
ļı	4/10/2015	772812015	1/6/2016	4/28/2015	6/27/2015	7/1/2015	5/16/2015	3/21/2018	7/8/2015	8/27/2015	\$28/2015
E Porte	4/10/2013	7/26/2013	1/6/2014	4/28/2013	8/27/2013	7/1/2013	5/16/2013	3/21/2014	7/8/2013	6/27/2013	5/28/2013
A Service	Employment Supports	Medical - Optometry	Medical - Surgery Cntr	Counseling	Communication Services	Communication Services	Medical - Audiology and Speech Pathology	Medical	Employment Supports	Medical - Speech therapy	Employment Supports
000'0023	YES	NO	O <sub>N</sub>	ON	YES	O <sub>N</sub>	ON.	9	Q	Q.	ON
ļį	\$96,942.00	\$88,502,28	\$100,000.00	\$100,000.00	\$108,180.00	\$46,810,00	\$75,788.53	\$100,000.00	\$93,200.00	\$99,464.27	\$83,710.00
VTD Expended (Autho Paid)	\$101,058.00	\$497.71	\$0.00	\$0.00	\$91,820.00	\$53,190.00	\$24,201.47	\$0.00	\$6,800.00	\$535,73	\$16,290.00
A Property of the Party of the	T29027684	T81093957	T27021858	T29000489	<u>T81105128</u>	T32000641A	T29019074	127034297	T27004062A	T29008659	<u>T81019980</u>
Commercial	Shaw, Grace M dhe Cereer & Life Skills Consultant	Shepherd Eye Center	Shepherd Eye Surgicenter, Las Vagas East Oprimalmology	Slema Counseling & Neurotherapy	Sign Language Communication Services, Inc.	Signing Resources LLC	Gilver State Hearing & Balance	Smooth Sculpt L.C, dba Undoo Tattoo	Special Employment Services, Inc	Speech Therapy Center of Excellence	ST Gregg & Associates Inc.

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	126/2014	10/4/2014	affidavít signed	12/16/2013	1/1/2016	pending	Walved	Affidavit Signed	1231/2014	Affidawt Signed	Statement signed
	AN AN	NA	AN AN	2/1/2015	NA	NA	WA	NA	4/4/2014	NA NA	NA
Ц	WA	NA	NA	N/A	MA	N/A	NIA	NA	MA	NA	NA
ıll	WA	yes (sublimit)	yes (sublimit)	MA	NA NA	NA	yes (sublimit)	yes (sublimit)	WA	8/10/2014	nóa
ļ	7/1/2016	47/2015	47222014	2/12014	1/1/2016	8/1/2016	4/22/2015	7/1/2014	8/30/2014	8/10/2014	8/28/2016
	8/12/2015	10/4/2014	47272014	2/1/2016	1/1/2015	7/13/2014	472272015	1/23/2015	8/38/2014	8/10/2014	6/28/2015
WEA	NV2002149217	NV2009162403	NV2013141868	NV2006152448	NV1997105769	NV1996108565	NV2007173481	NV2012165556	NV2003109034	NV2011139581	NV2008150220
11	1231/14	1231/14	97/21/14	04/30/16	01/21/15	02/28/15	05/31/16	10/31/14	06/30/16	06/30/15	04/30/15
1	8/2/2015	8/15/2015	7/19/2015	8/12/2015	8/28/2015	7/11/2015	5/16/2015	2/13/2016	1/13/2016	10772015	7/26/2015
11	8/2/2013	8/15/2013	7/18/2013	9/12/2013	6/28/2013	7/11/2013	5/16/2013	2/13/2014	1/13/2014	10/7/2013	7728/2013
Summary of Berricos	Counseling	Counseling	Medical - Consultation	Employment Supports	Medical - Surgery Cntr	Medical - Anesthesia	Employment Supports	Medical - Audiology	Medical - Physical Therapy	Employment Supports	Medical - Optometry
\$200,000	ON	ON.	9	Q.	Q.	O.	O <sub>Z</sub>	NO	9	Q	Q.
Agreement Balenco	\$83,475,00	\$82,600.00	\$94,435.00	\$81,174,75	\$80,199.40	\$95,041.03	\$37,211.00	\$100,000.00	\$100,000.00	\$30,284,50	\$96,908.47
YTD Expended (Autho Paid)	\$16,525.00	\$17,400.00	\$5,565.00	\$18,825.25	\$19,800.60	\$4,858.97	\$62,789.00	\$0.00	\$0.00	\$69,715.50	\$3,091.53
H	127002014	729031886	727021415	T27031354	T81004654	T81015111	129009206	T27034308	T29000948A	T81089001	T27020955
Management	itad R. Ross, PhD Inc.	Rephanie Hollend Ltd.	tevenson, Abbie MS, FAAA,	TS Temps	unrise Flanningo Surgary Center	wissman, Costas, & Klain, Ltd. dba ummit Anesthesia Consultants, Inc	kK Consultants	alancon, Jared dha Sparks Hearing and alance	il of Nevada at Desert Valley Therapy, .C	omas, Alyce dbs AT Consulting	ans-Vision, P.C

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ij				z								
	11/1/2014		Affidavit Signed	Affidavit Signed	12/20/2014	Amdawit Signed	4/4/2015	12/16/2014	Affidavit Signed	4/4/2015	711/2015	70
	MA	1/3/2018	MA	NA NA	NA	NA	YN.	MA	MA	WA	MA	
ij	NA NA	1/3/2016	N/A	WA	MA	NA	MA	N/A	WA	MA	8/25/2018	
	NA.	į	yes (sublimit)	NA	WA	yes (sublimit)	WA	N.A	WA	WA	WA	
ļj	2/21/2015	173/2016	1/20/2016	8/6/2016	10/3/2014	2/4/2016	7/28/2014	11/8/2014	pa-fa-w	28/2016	8/28/2018	
	3112016	11372015	1/20/2015	RM waived	1073/2014	2/4/2016	447015	421/2016	4/7/2014	447015	8/25/2018	
N N	NV1985101801	NV1950100018	NV2010183741	NV2014128619 5	NV1978100552	NV2008117360	NV1999146254	NV2000152189	NV2013146795	NV1999146254	NV2005144198	
11	10/31/14	97/15/1/4	11/30/14	04/30/16	09/30/14	06/30/16	12/31/1/4	12/31/14	08/31/14	1231/14	06/31/14	
la	4/23/2015	3/21/2015	5/14/2015	8/17/2016	8/8/2015	3/2/1/2015	7726/2015	6/10/2015	8/30/2015	7/28/2015	12202015	
ia	4/23/2013	3/21/2013	5/14/2013	6/17/2014	6/6/2013	3/2/1/2013	7728/2013	6/10/2013	8/30/2013	7/26/2013	12/20/2013	
Summary of Services	Medical - Optometry	General Services, Situational Assessments	Employment Supports	Communication	Medical - Optometry	Employment Supports - Assessments	Medical - Dental	Medical - Ophthalmology/ Major Surgery	General Services - Consulting	Medical - Dental	Medical - Dental	1
\$200,000	Q.	YES	O <sub>N</sub>	YES	9	Q.	Q	Š	9	Q.	9	
Agreement Balance	\$56,738.34	\$77,940.00	\$97,567.74	\$200,000.00	\$94,809.90	\$55,410.00	\$85,347.00	\$100,000,00	\$95,050.00	\$72,066.00	\$96,592.41	
YTD Expended (Autho Paid)	\$43,281.66	\$122,080.00	\$2,432.26	\$0.00	\$5,190.10	\$44,590.00	\$14,653.00	\$0.00	\$4,940.00	\$27,834.00	\$3,407,59	1
***	T80466860	T80991075	T27028237	T27035047	TZ7014650	T29017691	T81092646	127019680	127028209	T81091421	T32001451	
CERTIFICATION	fyson F Kales, OD Ltd	Urited Cerebral Paley of Nevada	Upham, Char dos Char Upham Consulting	Varela, Marco	Vctoria M. Lupel OD, A Prof. Corp. cha Sehara Eye Center	Vision Rehabilitation Sarvices	Wade Wagner DDS CHTD, PC	Waggoner, Perry M. MD, LTD daa Nevada Centre Eye Plastic Surgery	Watson, Paul	Wayns Wagner DDS, CHTD, PC	Weiss Dental & Orthodontes Prof. Corp. dbs Courtesy Dental	

## rovider Agreements

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ano cana	1/31/2016	Walved	pending copy	1/1/2018	6/4/2015		Amdavit Signed	affidavit signed	Watived
	\$11/2015	WA	NA	NA	4/17/2018	NA	NA	N/A	WA
1[	ş	NA	¥	¥.	shr.	NA	NA	3/28/2014	NA
The state of the s	\$112015	472/2016	NA	NA	ş	NA	yes (sublimit)	yes (sublimit)	yes (sublimit)
ļ	Multiple	472/2016	7/1/2016	9/14/2014	9/42014	1278/2014	2/21/2016	1/26/2014	2/1/2015
	8/1/2016	4/22/2016	7/1/2016	6/15/2015	4/17/2016	12/9/2014	2/21/2015	1/26/2014	9/1/2014
WRY	NV2007145975	NV2010134514	NV1999114794	NV1997104186	NV2010113858 1	NV2012148665	NV2004128618	NV2009148488	NV2011110215
Posteros Lienas	1231/14	05/31/15	01/31/16	10/31/14	96/31/16	08/31/14	1231/14	1231/14	02/28/15
<u>Į</u> a	2/8/2015	3/27/2015	7/5/2015	7/11/2015	5/15/2015	7728/2015	3/21/2015	5/9/2015	9/18/2015
Chestra	2/8/2013	3/27/2013	7/5/2013	7/11/2013	5/15/2013	7726/2013	3/21/2013	5/8/2013	9/18/2013
	Counselling	Employment Supports	Medical - Hospital/Surgery Cnfr	Medical - Surgery Crit	Madical - Dental	Medical - Optometry	Employment Supports	Employment Supports	Courseling
\$200,000	ON	Q	Q	Q.	Q	ON.	O <sub>N</sub>	Q Z	Q
A THE	\$100,000.00	\$60,847.50	\$94,428.19	\$89,358,98	\$82,322.70	\$93,283,20	\$100,000.00	\$98,875,00	\$83,840.00
YTD Expended (Autho Paid)	\$0.00	\$38,152.50	\$5,570.81	\$10,841.02	\$7,677.30	\$6,706.80	\$0.00	\$1,125.00	\$6,160.00
A RECORD Manager Ma Manager Manager Manager Ma Ma Manager Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma	T29025004	T29025908	T11198400	T81033701	PUR0005084	129032168	729003980	T81092756	T80902911
in definition.	elhess, Redemption & Rehabilitation ogram, Inc.	andy Wesula, Inc.	ite Pine Co. Hosptical District dba liam Bee Rire	dorsek Surgery Center	ldn, Todd C. DDS	llams, Grady dba Nevada Optical fessional	rkable Choices, LLC	mderfin, Christine	ung. Ted W PhD