

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Capitol Building
The Guinn Room
101 N. Carson Street
Carson City, Nevada 89701

VIDEOCONFERENCE: Grant Sawyer State Office Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada 89101

DATE AND TIME: December 9, 2014 at 10:00 a.m.

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

AGENDA

1. PUBLIC COMMENTS
- *2. FOR POSSIBLE ACTION – APPROVAL OF THE OCTOBER 14, 2014 BOARD OF EXAMINERS’ MEETING MINUTES
- *3. FOR POSSIBLE ACTION – APPROVAL OF THE NOVEMBER 12, 2014 BOARD OF EXAMINERS’ MEETING MINUTES
- *4. FOR POSSIBLE ACTION – UPDATE ON THE FISCAL YEAR 2015 PROJECTED ENDING FUND BALANCE

Pursuant to subsection 1 of section 67 of Assembly Bill 507 of the 2013 legislative session, if projections of the ending balance of the State General Fund fall below the amount estimated by the 2013 Legislature for Fiscal Year 2015, the Director of the Department of Administration shall report this information to the State Board of Examiners. Subsection 2 states that if the Board of Examiners determines the ending balance of the State General Fund is projected to be less than \$80,000,000, the Governor, pursuant to NRS 353.225, may direct the Director of the

Department of Administration to require the State Controller or the head of each department, institution or agency to set aside a reserve of not more than 15 percent of the total amount of operating expenses or other appropriations and money otherwise available to the department, institution or agency.

***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 VEHICLES	NOT TO EXCEED:
Department of Conservation and Natural Resources – Division of Forestry	3	\$13,983
Total	3	\$13,983

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

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

Pursuant to NRS 333.705, the Division of State Parks requests authorization to contract with Ellison Electric, which is owned and operated by current Assemblyman John Ellison, to provide on-site electrical repair services to various state parks sites on an on-call basis.

B. Department of Taxation

Pursuant to NRS 333.705, the Department of Taxation requests authority to contract with a former employee to provide training on the preparation of the yearly cost of capital/discount rate studies on the utility, airlines, railroad and alternative energy industries, review the current studies, and expert witness services in contested cases concerning cost of capital and discount disputes. The contract period is upon approval to June 30, 2015.

***7. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT					
1.	Department of Health and Human Resources – Division of Welfare and Supportive Services	The Charbonneau Family Trust	\$111,600					
	Lease Description:	This is an extension of an existing lease, to house the Division of Welfare and Supportive Services. <table border="1" style="width: 100%;"> <tr> <td>Term of Lease:</td> <td>01/01/2015 – 06/30/2016</td> <td>Located in</td> <td>Pahrump</td> </tr> </table>		Term of Lease:	01/01/2015 – 06/30/2016	Located in	Pahrump	
Term of Lease:	01/01/2015 – 06/30/2016	Located in	Pahrump					
2.	Department of Health and Human Resources – Division of Welfare and Supportive Services	Park Center Tower, LLC	\$661,508					
	Lease Description:	This is an extension of an existing lease, to house the Division of Welfare and Supportive Services. <table border="1" style="width: 100%;"> <tr> <td>Term of Lease:</td> <td>01/01/2015 – 12/31/2017</td> <td>Located in</td> <td>Reno</td> <td>Savings of</td> <td>\$37,702.50</td> </tr> </table>		Term of Lease:	01/01/2015 – 12/31/2017	Located in	Reno	Savings of
Term of Lease:	01/01/2015 – 12/31/2017	Located in	Reno	Savings of	\$37,702.50			

BOE #	LESSEE	LESSOR	AMOUNT		
3.	Office of the Secretary of State	The Bauserman Building, LLC	\$263,185		
	Lease Description:	This is an extension of an existing lease, to house the Office of the Secretary of State. <table border="1"> <tr> <td>Term of Lease:</td> <td>05/01/2015 – 04/30/2020</td> <td>Located in Reno</td> </tr> </table>		Term of Lease:	05/01/2015 – 04/30/2020
Term of Lease:	05/01/2015 – 04/30/2020	Located in Reno			
4.	Private Investigator's Licensing Board	Durango Drive NV, LLC	\$247,013		
	Lease Description:	This is a relocation lease, which has been negotiated, to house the Private Investigator's Licensing Board. <table border="1"> <tr> <td>Term of Lease:</td> <td>12/01/2014 – 11/30/2019</td> <td>Located in Las Vegas</td> </tr> </table>		Term of Lease:	12/01/2014 – 11/30/2019
Term of Lease:	12/01/2014 – 11/30/2019	Located in Las Vegas			

***8. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	012	NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	STROLIN CONSULTING LLC	HIGHWAY 80% OTHER: WESTERN GOVERNORS ASSOCIATION 20%	\$75,000	SOLE SOURCE
		Contract Description: This is the first amendment to the original contract, which provides ongoing services necessary to implement the agency's mission in the continuing requirements of oversight of the Yucca Mountain repository program and the ongoing Nuclear Regulatory Commission licensing proceeding, including work related to transuranic and low-level radioactive waste shipments within Nevada; work associated with the Agreement-in-Principle between the State of Nevada and the US Department of Energy/NNSA/Nevada Site Office; and other services required for the effective operations of the agency. This amendment extends the termination date from December 31, 2014 to December 31, 2015 and increases the maximum amount from \$75,000 to \$150,000 due to the extension.				
	Term of Contract:		11/12/2013 - 12/31/2015	Contract # 15048		
2.	030	ATTORNEY GENERAL'S OFFICE All Budget Accounts	BINGHAM MCCUTCHEN, LLP	OTHER: STATUTORY CONTINGENCY FUND	\$400,000	PROFESSIONAL SERVICE
		Contract Description: This is the third amendment to the original contract, which continues ongoing legal services in the defense of a lawsuit filed against the State of Nevada/Department of Health and Human Services. This amendment increases the maximum amount from \$1,513,000 to \$1,913,000 due to increased services required in the defense of this lawsuit.				
	Term of Contract:		10/09/2013 - 06/30/2015	Contract # 15155		
3.	082	DEPARTMENT OF ADMINISTRATION - MAIL SERVICES	EXPRESS MESSENGER SYSTEMS, INC. DBA ONTRAC	FEE: MAIL SERVICES FEES	\$63,600	
		Contract Description: This is the second amendment to the original contract, which provides ongoing overnight interdepartmental mail services, pick-up, and delivery between the Carson City Mail Center and the Las Vegas Mail Center every work day. This amendment extends the termination date from December 31, 2014 to December 31, 2015 and increases the maximum amount from \$275,592 to \$339,192 to ensure continuation of this essential service while a new Request for Proposal is processed.				
	Term of Contract:		09/01/2010 - 12/31/2015	Contract # 11355		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - STATEWIDE CIP PROJECTS-NON-EXEC	PENTA BUILDING GROUP, LLC	BONDS 32% OTHER: 56% TRANS. FROM LV MENTAL HEALTH, 6% CAP PROJ., 6% TRANS. FROM TREASURER 68%	\$411,88	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide owner Construction Manager at Risk (CMAR) services for the Underground Package - Renovation Building #3, Southern Nevada Adult Mental Health Services CIP project; designated as Project No. 13-C08; Contract No. 108938. The CMAR proposes to provide and to furnish all labor and materials, tools, utilities, transportation, equipment and services required to perform and to complete in a workmanlike manner all of the work necessary for this project within the timelines established.				
		Term of Contract:	Upon Approval - 06/30/2018	Contract # 16189		
5.	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION All Budget Accounts	HERSHENOW & KLIPPENSTEIN	OTHER: AGENCY FUNDED CIP	\$200,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Stead Army Aviation Support Facility (AASF) Fuel Storage, Project No. 15-A015; Contract No. 108999. The scope of work includes architecture, topographic surveying/utility location, geotechnical investigation, civil/structural/mechanical/electrical engineering design services, and documents and project support for the design and construction of a new fuel farm for the AASF located at the Washoe County Armory.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 16197		
6.	085	DEPARTMENT OF ADMINISTRATION - RISK MANAGEMENT INSURANCE & LOSS PREVENTION	PUBLIC EMPLOYEES RETIREMENT SYSTEM	OTHER: REVENUE CONTRACT - FEES RECEIVED FROM PERS	\$250,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to continue providing workers' compensation insurance for the Public Employees Retirement System.				
		Term of Contract:	01/01/2015 - 12/31/2018	Contract # 16156		
7.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	CERTIFIED FOLDER DISPLAY	OTHER: LODGING TAX	\$38,993	SOLE SOURCE
	Contract Description:	This is the second amendment to the original contract, which provides ongoing distribution of Nevada's official travel and leisure guide as part of the marketing plan to bring tourists into Nevada. This amendment extends the termination date from December 31, 2014 to December 31, 2015 and increases the maximum amount from \$37,087.11 to \$76,079.65 for additional distribution of travel guides and the addition of state maps distribution.				
		Term of Contract:	06/01/2014 - 12/31/2015	Contract # 15782		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
8.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - ENTERPRISE TECH CONSOLIDATION	SOLUTIONS II, INC.	FEE: USER FEES	\$203,880	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide managed services on the infrastructure components included in the DPS statewide multi-jurisdictional public safety information system. Infrastructure components include; AIX and Windows Servers, Storage Arrays, Routers, Autoloaders, and software.				
		Term of Contract:	07/01/2014 - 06/30/2016	Contract # 16168		
9.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	HEALTHCARE SERVICES GROUP	OTHER: PRIVATE FUNDING 50% FEDERAL 50%	\$1,209,708	
	Contract Description:	This is the first amendment of the original contract, which provides the Nevada State Veterans Home with housekeeping and laundry services. This amendment increases the maximum amount from \$1,000,000 to \$2,209,708 due to increased need for these services. The contract termination date on the Contract Summary has been amended to November 13, 2016.				
		Term of Contract:	11/13/2012 - 11/13/2016	Contract # 13852		
10.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	FEDERAL	\$3,978,093	
	Contract Description:	This is a new contract to provide the Basic Assessment System. The Smarter Balanced (SBAC) "basic" assessment package includes summative assessments only in English Language Arts (ELA) and Mathematics for grades 3rd through 8th.				
		Term of Contract:	12/09/2014 - 07/01/2017	Contract # 16204		
11.	315	STATE PUBLIC CHARTER SCHOOL AUTHORITY	ACT ASPIRE	FEE: CHARTER SCHOOL FEES	\$90,000	SOLE SOURCE
	Contract Description:	This is a new contract for ongoing testing systems that will allow the charter schools to track their students' academic growth and proficiency to national norms toward college and career readiness. ACT offers a comprehensive testing program starting with the Aspire program for 8th and 9th grade (for those who did not take it in 8th grade), and again in 10th grade. This longitudinal data will continue to be collected through the ACT testing for 11th and 12th grade that will be provided by Nevada Department of Education for all schools.				
		Term of Contract:	Upon Approval - 08/30/2015	Contract # 16195		
12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	HARMONY INFORMATION SYSTEMS	GENERAL 11.2% OTHER: TRANSFER FROM HCFAP 70.9% FEDERAL 17.9%	\$3,685,380	SOLE SOURCE
	Contract Description:	This is the first amendment to the original contract to purchase additional information technology products and services for activities funded by the Balancing Incentive Payments Program grant to support timely functional and financial eligibility determinations, improving access to Nevadans who need long-term services and support. This amendment extends the termination date from September 30, 2015 to June 30, 2016 and increases the maximum amount from \$1,511,465 to \$5,196,845 due to the amended scope of work adding enhancements to the Harmony Caseload Management System.				
		Term of Contract:	06/12/2014 - 06/30/2016	Contract # 15673		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
13.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	AGING & DISABILITY SERVICES	FEDERAL	\$134,005	
		Contract Description: This is a new interlocal agreement that continues outreach to the elder population, specifically those individuals not already enrolled in the Medicaid Program, and provides education about processes in eligibility, services and access. Term of Contract: 01/01/2015 - 12/31/2019 Contract # 16134				
14.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	CAPTIONS UNLIMITED OF NEVADA	GENERAL 50% FEDERAL 50%	\$83,370	
		Contract Description: This is the first amendment to the original contract, which provides ongoing real time captioning services for staff that are hearing impaired. This amendment increases the maximum amount from \$24,000 to \$107,370 for increased need of these services and waives the insurance requirements for Automobile Liability and Professional Liability Errors and Omissions Liability. Term of Contract: 07/01/2014 - 06/30/2018 Contract # 15538				
15.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	FEDERAL	\$3,208,130	
		Contract Description: This is a new interlocal agreement to allow the pass-through of federal Title XIX funds to reimburse the Division of Public and Behavioral Health for survey and certification activities conducted on health care facilities. Term of Contract: 07/01/2014 - 06/30/2018 Contract # 16153				
16.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	DIVISION FOR AGING SERVICES	FEDERAL	\$3,799,380	
		Contract Description: This is a new interlocal agreement to reimburse Aging and Disability Services Division for providing the professional contracted information technology staff to conduct the activities for the Balancing Incentive Payments Program grant. The purpose is to develop enhancements to the case management system to provide timely, functional and financial eligibility determinations, improving access to long-term services and supports. Term of Contract: Upon Approval - 03/31/2016 Contract # 16017				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
17.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES ADMINISTRATION	CHANGE AND INNOVATION AGENCY, LLC	FEDERAL	\$560,000	
	Contract Description:	This is the second amendment to the original contract, which provides assessment, development, training and implementation of division policies. This will increase caseload processing efficiency using current federal and state requirements, as well as division policies and practices. This amendment extends the termination date from December 31, 2014 to June 30, 2015 and increases the maximum amount from \$750,000 to \$1,310,000 due to the revisions to Attachment AA - Deliverable Payment Schedule and addition of Attachment EE - Business Process Redesign Phase 2.				
	Term of Contract:	03/12/2013 - 06/30/2015	Contract # 14020			
18.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	NORTH DAKOTA DEPARTMENT OF CORRECTIONS & REHABILITATION	GENERAL	\$0	
	Contract Description:	This is a new Interstate Corrections Compact Contract to provide for the equal exchange of inmates, on a one-to-one basis, between Nevada Department of Corrections and North Dakota Department of Corrections and Rehabilitation.				
	Term of Contract:	Upon Approval - 11/30/2019	Contract # 16184			
19.	690	COLORADO RIVER COMMISSION - POWER DELIVERY SYSTEM	BURNS & MCDONNELL ENGINEERING CO., INC.	OTHER: POWER SALES REVENUE	\$300,000	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing engineering services for current projects. This amendment will allow for the next phase of the Boulder City Bypass Project engineering support services required to move the remaining Commission electric transmission towers out of the path of the roadway and provide for contract authorization to allow other electric system activities as needed. This amendment increases the maximum amount of the contract from \$450,000 to \$750,000.				
	Term of Contract:	08/13/2013 - 06/30/2015	Contract # 14627			
20.	702	DEPARTMENT OF WILDLIFE - LAW ENFORCEMENT	USDA FOREST SERVICE	FEDERAL	\$156,000	
	Contract Description:	This is a new interlocal agreement to provide radio dispatch services to U. S. Department of Agriculture Forest Service law enforcement officers and special agents and authorize them to use the department's radio frequencies when working within the State of Nevada. The agreement also provides computerized access to the Nevada Criminal Justice Information System through the Forest Service's originating agency identifier.				
	Term of Contract:	Upon Approval - 12/31/2018	Contract # 16151			
21.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	ADVANCED TELEMETRY SYSTEMS, INC.	FEE: SPORTSMAN REVENUE 25% FEDERAL 75%	\$300,000	SOLE SOURCE
	Contract Description:	This is the first amendment to the original contract, which provides data retrieval and management services associated with global positioning system satellite collars placed on multiple species of big game animals throughout the State of Nevada. This amendment increases the maximum amount from \$350,000 to \$650,000 due to an increase in collars and services needed through the full term of the contract.				
	Term of Contract:	06/05/2012 - 06/11/2016	Contract # 13406			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	OWYHEE AIR RESEARCH, INC.	FEE: SPORTSMAN REVENUE 23% OTHER: HERITAGE, RUBY PIPELINE 47% FEDERAL 30%	\$259,500	
	Contract Description:	This is the fourth amendment to the original contract, which provides fixed wing aircraft services for monitoring wildlife movements through radio telemetry, conducts fixed wing wildlife surveys, and transports department personnel in the course of project work. This amendment increases the maximum amount from \$490,500 to \$750,000 due to increased flights and services to provide monitoring and surveys of wildlife necessary to provide data for wildlife statistics.				
	Term of Contract:	08/15/2011 - 06/14/2015	Contract # 12410			
23.	702	DEPARTMENT OF WILDLIFE - DIVERSITY	SEFTON, DONALD H DBA SYSTEMS CONSULTANTS	FEE: SPORTSMAN REVENUE	\$113,000	
	Contract Description:	This is the first amendment to the original contract, which provides an automated electronic information system for the business processes related to hunting and fishing licensing, vessel registration and titling, hunter and boating education, law enforcement citations and revocations, and boating and hunter education management. This amendment increases the maximum amount from \$991,606.88 to \$1,104,606.88 due to the inclusion of the license agent commission to be paid monthly reflecting the prior month sales of vessel registrations, aquatic invasive species decals, licenses and stamps sold by the contractor as an agent for the department pursuant to NRS 502.040, NRS 488.115 and RFP 3021 Attachment L.				
	Term of Contract:	12/03/2013 - 12/31/2015	Contract # 15115			
24.	706	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - FORESTRY - WILDLAND FIRE PREVENTION PROGRAM	ELKO COUNTY	OTHER: ELKO COUNTY FUNDS	\$1,000,000	
	Contract Description:	This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, whereby the division and Elko County will work closely together to maintain effective wildfire management without duplication, and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.				
	Term of Contract:	01/01/2015 - 06/30/2017	Contract # 16166			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	WINDSOR SOLUTIONS, INC.	FEDERAL	\$175,000	
		Contract Description: This is the second amendment to the original contract, which provides technical support for the National Environmental Information Exchange Network. This amendment increases the maximum amount from \$500,000 to \$675,000 to provide a new data flow from the division's in-house database to the U.S. Environmental Protection Agency's (EPA) Integrated Compliance Information System, which is a federal requirement, and corrects known system bugs in the NetDMR application to ensure stability and automation. NetDMR is a web-based application that will allow National Pollutant Discharge Elimination System (NPDES) permitting agencies to electronically submit Discharge Monitoring Reports to EPA's data system for discharge information. NPDES permits are issued under the authority of the Clean Water Act.				
		Term of Contract:	10/11/2011 - 09/30/2016	Contract # 12639		

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

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	ACE FIRE SYSTEMS, INC.	OTHER: VARIOUS AGENCIES	\$2,000,000	
		Contract Description: This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a WSCA cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.				
		Term of Contract:	01/01/2015 - 12/31/2019	Contract # 16186		
MSA 2.	MSA	VARIOUS STATE AGENCIES	EASTER SEALS SOUTHERN NEVADA	OTHER: VARIOUS	\$500,000	
		Contract Description: This is a new contract that continues ongoing labor services such as shredding and document destruction, mailing services, packaging and assembly, sewing, production of promotional material, poly-bagging and shrink wrapping services by persons with developmental disabilities.				
		Term of Contract:	01/01/2015 - 12/31/2017	Contract # 16182		
MSA 3.	MSA	VARIOUS STATE AGENCIES	OPPORTUNITY VILLAGE	OTHER: VARIOUS	\$500,000	
		Contract Description: This is a new contract that continues ongoing labor services such as shredding and document destruction, mailing services, packaging and assembly, sewing, production of promotional material, poly-bagging and shrink wrapping services by persons with developmental disabilities.				
		Term of Contract:	01/01/2015 - 12/31/2017	Contract # 16181		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 4.	MSA	VARIOUS STATE AGENCIES	POWERCOMM SOLUTIONS	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a WSCA cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.				
		Term of Contract:	01/01/2015 - 12/31/2019	Contract # 16187		
MSA 5.	MSA	VARIOUS STATE AGENCIES	SOUTHWEST AIRLINES CO	OTHER: VARIOUS	\$6,000,000	
	Contract Description:	This is a new participating addendum allowing the State to join onto an existing contract that makes discounted airfares available to employees traveling on State business. This contract provides discounts of 3-5% off published fares.				
		Term of Contract:	Upon Approval - 01/31/2018	Contract # 16191		
MSA 6.	MSA	VARIOUS STATE AGENCIES	WASHOE ABILITY RESOURCE CENTER	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract that continues ongoing labor services such as mailing services, packaging and assembly, sewing, production of promotional material, poly-bagging and shrink wrapping services by persons with developmental disabilities.				
		Term of Contract:	01/13/2015 - 12/31/2017	Contract # 16183		

10. 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 October 22, 2014 through November 18, 2014.

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1	070	DEPARTMENT OF ADMINISTRATION – DIVISION OF HUMAN RESOURCE MANAGEMENT	BRENDA HARVEY	OTHER: PERSONNEL ASSESSMENT	\$14,000	
	Contract Description:	This is a new contract to provide the Budget Division with a classification study of current and proposed unclassified positions and make salary tier recommendations by analyzing classification questionnaires, obtaining and/or clarifying additional information to make informed comparisons among positions and tier level descriptions in assigning positions to particular salary tier levels.				
		Term of Contract:	11/02/2014 – 12/12/2014	Contract # 16173		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
2	070	DEPARTMENT OF ADMINISTRATION – DIVISION OF HUMAN RESOURCE MANAGEMENT	MARY DAY	OTHER: PERSONNEL ASSESSMENT	\$14,000	
	Contract Description:	This is a new contract to provide the Budget Division with a classification study of current and proposed unclassified positions and make salary tier recommendations by analyzing classification questionnaires, obtaining and/or clarifying additional information to make informed comparisons among positions and tier level descriptions in assigning positions to particular salary tier levels.				
		Term of Contract:	11/02/2014 – 12/12/2014	Contract # 16174		
3	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	LUMOS & ASSOCIATES	OTHER: AGENCY FUNDED CIP	\$20,360	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for civil engineering and inspection services, site improvements, Nevada Army National Guard; Project No. 15-A006; Contract No. 108977. Lumos will finalize the previously submitted plans to 100% improvement plans consisting of a site plan, grading/utility plan, and detail sheets that identify the vertical and horizontal design criteria needed for construction of the improvement identified in the Type B submittal. Administration support for clarifications, submittal review, request for information, and change orders specific to the civil design will be included. Inspection and testing services may include compaction tests, parking lot subgrade and base, asphalt sampling and coring, site concrete sampling and testing, and concrete paving sampling and testing.				
		Term of Contract:	10/20/2014 – 06/30/2019	Contract # 16150		
4	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	CIVILWORKS, INC.	OTHER: TRANSFER FROM TREASURER	\$10,540	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Americans with Disabilities Act Upgrades at the Lost City Museum, Project No. 13-S02-7; Contract No. 108990. The scope of work includes installing a hi/low drinking fountain, miscellaneous directional and informational signage, and also create an accessible route to the outdoor exhibits. CivilWorks will provide a topographic survey, design drawings, area directional and informational signage, cost estimate, agency coordination for permit, bidding assistance, and construction administration per the State Public Works Division adopted standards.				
		Term of Contract:	10/20/2014 – 06/30/2018	Contract # 16145		
5	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	JOE BENIGNOS TREE SERVICE, INC. DBA G&R TREE SERVICE	FEES: BUILDING RENT FEES	\$45,000	
	Contract Description:	This is a new contract to provide landscaping, arboriculture, tree removals, trimming, and planting as requested and approved by Buildings and Grounds designee.				
		Term of Contract:	11/01/2014 – 10/31/2018	Contract # 16146		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	PURCELL KROB ELECTRICAL PROF DBA PK ELECTRICAL, INC.	BONDS 30% OTHER: REBATE 68% TRANSFER OF RE-ALLOCATED BOND AUTHORITY FROM TREASURER 2%	\$33,100	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for lighting retrofits for Priority 1C and 1D at various statewide locations, Project No. 13-S08(H); Contract No. 108993. The redesign for Priority 1C will include various buildings at the Caliente Youth Center; Fernley Cemetery, Nevada Division of Forestry facilities in Carlin, Elko, and Wells, and the Gallagher Fish Hatchery. The scope of services will include consultation, calculations, construction documents, and specifications suitable for competitive bidding. Contract support services will include consultation and shop drawings review. PK Electrical will attend local design meetings to coordinate with other trades and will provide contract administration services as required for a complete project. Site visits are not included in the scope or fee.				
	Term of Contract:	10/30/2014 – 06/30/2018	Contract # 16175			
7	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	A PLUS WINDOW CLEANING, INC.	FEES: BUILDING RENT FEES	\$34,500	
	Contract Description:	This is a new contract to provide ongoing outside window cleaning service for state-owned facilities on an as needed basis.				
	Term of Contract:	11/01/2014 – 10/31/2018	Contract # 16143			
8	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	CROOK, RAY DBA RPC ROOF CONSULTING SERVICES	BONDS 47% OTHER: TRANSFER FROM TREASURER 53%	\$22,500	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the roof replacement at the Florence McClure Women's Correctional Center Phase II, Project No. 13-S01(4); Contract No. 108982. This agreement is for inspection services for the Phase II re-roof of the Florence McClure Women's Correctional Center, Las Vegas, Nevada. The inspections include photo documentation of work in progress and deficiencies and a written report with comments and any directions given or requests for information. The agreement also includes enforcement of the plans and specifications and code compliance along with quality assurance of workmanship and installer's procedures.				
	Term of Contract:	10/30/2014 – 06/30/2018	Contract # 16154			
9	082	DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION	TATE SNYDER KIMSEY ARCHITECTS, LTD	HIGHWAY 87.50% OTHER: TRANSFER FROM THE DEPARTMENT OF MOTOR VEHICLES 12.5%	\$12,500	
	Contract Description:	This is the second amendment to the original contract, which provides professional architectural/engineering services for planning for the Sahara Department of Motor Vehicles Replacement Building; Project No. 13-P01; Contract No. 89266. This amendment increases the maximum amount from \$1,280,120.50 to \$1,292,620.50 for additional services to assist with the selection of the furniture supplier, document furniture needs, assist with the selection of the furniture and finishes, and to review vendor provided furniture drawings along with coordination of power and data requirements.				
	Term of Contract:	12/03/2013 – 06/30/2017	Contract # 15126			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
10	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS – COMMISSION ON TOURISM	JBS INTERNATIONAL, INC.	OTHER: LODGING TAX	\$24,000	
	Contract Description:	This is a new contract to provide website maintenance which will assist the Division of Tourism in optimizing and enhancing the visitor experience on its tourism website, travelnevada.com.				
	Term of Contract:	11/12/2014 – 06/30/2015	Contract # 16206			
11	102	GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	LYON PARK ASSOCIATES	FEDERAL	\$14,296	
	Contract Description:	This is a new contract to provide program audit of Nevada's State Small Business Credit Initiative (SSBCI) program to ensure proper administration of the program and conformance to best practices.				
	Term of Contract:	10/24/2014 – 12/31/2014	Contract # 16138			
12	180	DEPARTMENT OF ADMINISTRATION – DIVISION OF ENTERPRISE IT SERVICES	ITS PARTNERS, LLC	FEDERAL	\$19,000	
	Contract Description:	This is a new contract to provide an Enterprise Infrastructure Environment for agencies to utilize the Datacenter Security Product, which provides extensive security protection for critical servers in the state. Ensuring this environment is properly provisioned and available at inception, is crucial to the success of the project, as well as to the agencies statewide that will choose to use this service.				
	Term of Contract:	11/01/2014 – 06/30/2015	Contract # 16201			
13	402	DHHS – AGING AND DISABILITY SERVICES DIVISION	EUREKA, COUNTY OF	OTHER: COUNTY REVENUE	\$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 Division of Aging and Disability Services Division the non-federal share of funding as payment for services.				
	Term of Contract:	08/12/2014 – 06/30/2015	Contract # 15775			
14	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF PUBLIC AND BEHAVIORAL HEALTH	PACIFIC INSTITUTE FOR RESEARCH AND EVALUATION	FEDERAL	\$43,200	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing services to provide an evaluator to work with the division's mental health program and the substance abuse prevention and treatment agency to ensure that collected data are synthesized, analyzed, reviewed and reported on a regular basis, and assessing Nevada's progress toward completing the evaluation requirements of three grants. This amendment increases the maximum amount from \$1,322,094.30 to \$1,365,294.30 due to the increase from the Cooperative Agreements to Benefit Homeless Individuals States Supplemental grant.				
	Term of Contract:	08/12/2014 – 09/29/2018	Contract # 15826			
15	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES	F.A.A.D. JANITORIAL, INC.	GENERAL 33% FEDERAL 67%	\$32,345	
	Contract Description:	This is a new contract that continues ongoing janitorial services for the Division of Welfare and Supportive Service District Office in Fallon and includes the cleaning of the building's occupied spaces and common areas. This contract contains an option to extend the contract term for an additional two year period.				
	Term of Contract:	11/01/2014 – 10/31/2016	Contract # 16119			

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES	LOPEZ, EVANGELINA R	GENERAL 36% FEDERAL 64%	\$9,600	
	Contract Description:	This is the first amendment to the original contract, which continues ongoing janitorial services for the Division of Welfare and Supportive Services District Office in Hawthorne. This amendment revises the consideration language, extends the termination date from December 31, 2014 to December 31, 2016, increases the maximum amount from \$9,600 to \$19,200 and revises Attachment B - Scope of Work.				
		Term of Contract:	01/01/2013 – 12/31/2014	Contract # 13947		
17	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF WELFARE AND SUPPORTIVE SERVICES	BERES, GINNIE DBA ROADRUNNER JANITORIAL SERVICE	GENERAL 33% FEDERAL 67%	\$15,540	
	Contract Description:	This is the first amendment to the original contract that continues ongoing janitorial services at the Division of Welfare and Supportive Services Pahrump District Office. This amendment revises the consideration language, increases the maximum amount from \$32,400 to \$47,940, revises Attachment B - Scope of Work to increase service to five days per week (effective 1/1/15), and revises Attachment C - Vendor's Proposal.				
		Term of Contract:	07/01/2014 – 06/30/2018	Contract # 15607		
18	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIVISION OF CHILD AND FAMILY SERVICES	MICHAEL CAPELLO AND ASSOCIATES, INC.	FEDERAL	\$44,000	
	Contract Description:	This is a new contract to provide near child fatality and child fatality review upon agency request.				
		Term of Contract:	11/06/2014 – 06/30/2015	Contract # 16194		
19	431	ADJUTANT GENERAL & NATIONAL GUARD	CR ENGINEERING DBA ROUNDS ENGINEERING, LTD.	FEDERAL	\$35,350	
	Contract Description:	This is a new contract to provide a feasibility study with documented soils report and design to facilitate the practicability of a conversion from a current heat pump HVAC system to a ground source heat pump system with well field at the Elko County Readiness Center. Vendor will review existing plans, complete conceptual documents, calculations, soil reports, thermal conductivity testing, progressive cost estimates, and drill cutting removal.				
		Term of Contract:	11/07/2014 – 10/30/2015	Contract # 16196		
20	440	DEPARTMENT OF CORRECTIONS	TEKYOGI, LLC	GENERAL	\$19,000	
	Contract Description:	This is a new contract to provide consulting for software downloads and technical support to setup production environment, system pre-installation and post installation checks, universe migration/report migration and adjustment (1 universe/2 to 4 reports) unit, integration and user acceptance testing and documentation.				
		Term of Contract:	10/27/2014 – 06/30/2015	Contract # 16141		
21	550	DEPARTMENT OF AGRICULTURE	HUMBOLDT WATERSHED COOP WEED MNGT AREA DBA HWCWMA	FEES: PESTICIDE REGISTRATION FEES	\$21,500	
	Contract Description:	This is a new contract for the removal of invasive weeds in the Harrison Pass and Elk Mountain areas of Northern Nevada to benefit sage-grouse habitat and Nevada's rangelands.				
		Term of Contract:	10/28/2014 – 03/15/2018	Contract # 16090		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22	550	DEPARTMENT OF AGRICULTURE	EASTERN NEVADA LANDSCAPE COALITION	FEES: PESTICIDE REGISTRATION FEES	\$15,000	
	Contract Description:	This is a new contract for the removal of invasive weeds in the Newark-Long Valley and Snake Valley areas of White Pine County in Eastern Nevada to benefit sage-grouse habitat and Nevada's rangelands.				
		Term of Contract:	10/28/2014 – 12/31/2015	Contract # 16091		
23	550	DEPARTMENT OF AGRICULTURE	PARADISE SONOMA CONSERVATION DISTRICT	FEES: PESTICIDE REGISTRATION FEES	\$20,000	
	Contract Description:	This is a new interlocal agreement for the removal of invasive weeds in the Paradise Valley area of Humboldt County in Northern Nevada to benefit sage-grouse habitat and Nevada's rangelands.				
		Term of Contract:	10/28/2014 – 12/31/2015	Contract # 16092		
24	550	DEPARTMENT OF AGRICULTURE	NEVADA JUNIOR LIVESTOCK SHOW BOARD	GENERAL	\$20,000	
	Contract Description:	This is a new interlocal agreement to provide financial assistance to the Nevada Junior Livestock Show Board. The assistance helps the board pay for location rent, judging fees, and other expenses to present the Nevada Junior Livestock Show.				
		Term of Contract:	11/07/2014 – 06/30/2015	Contract # 16097		
25	611	GAMING CONTROL BOARD	VISION CONTROL ASSOCIATES OF NEVADA, INC.	GENERAL	\$12,000	
	Contract Description:	This is a new contract to provide video conferencing system maintenance at the Gaming Control Board's Carson City and Las Vegas locations.				
		Term of Contract:	10/24/2014 – 10/31/2015	Contract # 16157		
26	702	DEPARTMENT OF WILDLIFE	GREAT BASIN BIRD OBSERVATORY	FEDERAL	\$37,000	
	Contract Description:	This is a new revenue contract whereby the department will be responsible for providing the following services to perform capture and satellite telemetry on five golden eagles at locations to be determined by the department. Data from satellite telemetry will be provided to the Great Basin Bird Observatory (GBBO) upon request for the purposes of project reporting to the Bureau of Land Management (BLM) and collaborate with GBBO to generate required BLM project reporting.				
		Term of Contract:	10/21/2014 – 12/31/2016	Contract # 16144		
27	702	DEPARTMENT OF WILDLIFE	FROMMER, JOHN C DBA JOHN MULLS MEAT & DEER PROCESSING	FEDERAL	\$19,370	
	Contract Description:	This is a new contract to provide catering for the Hunter Education Volunteer Instructor Academy.				
		Term of Contract:	11/04/2014 – 01/30/2017	Contract # 16169		
28	702	DEPARTMENT OF WILDLIFE	OREGON STATE UNIVERSITY	FEDERAL	\$20,000	
	Contract Description:	This is a new contract to provide terrestrial surveillance and diagnostic services for wildlife health.				
		Term of Contract:	11/04/2014 – 07/30/2019	Contract # 16170		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES PARKS DIVISION	WILLIAM MICHAEL URRUTIA DBA URRUTIA RANCH, MIKE URRUTIA	OTHER: REVENUE	\$28,175	
	Contract Description:	This is the fourth amendment to the original contract, which provides designated pasture at North Ghiglia Ranch in Lyon County. This amendment extends the termination from Decmeber 31, 2014, to December 31, 2015, and increases the maximum amount from \$112,700 to \$140,875 to extend designation for another year in accordance with the terms of the original contract.				
		Term of Contract:	04/12/2011 – 12/31/2015	Contract # 11941		
30	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES PARKS DIVISION	WILLIAM MICHAEL URRUTIA	OTHER: REVENUE	\$48,000	
	Contract Description:	This is the first revenue grazing lease amendment to provide an extension from December 31, 2014 to December 31, 2015 and to increase the amount of the contract \$48,000 for a total of \$192,000.				
		Term of Contract:	01/10/2012 – 12/31/2015	Contract # 12905		
31	810	DEPARTMENT OF MOTOR VEHICLES	GARTNER, INC.	HIGHWAY	\$35,300	
	Contract Description:	This is a new contract for subscription-based research and related services for the Motor Vehicle Information Technology Division's professional's staff. This includes, but is not limited to, providing information about best practices related to cloud services, mobile application development, network design, system strategy, modernizing computer applications and customer relationship management type application solutions. Pursuant to NRS 332.195, the vendor has authorized the department to join or use the City of Las Vegas' contract with the Gartner Corporation.				
		Term of Contract:	11/07/2014 – 12/31/2015	Contract # 16198		
32	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – EMPLOYMENT SECURITY DIVISION	DEBORAH CAMPBELL AND ASSOCIATES, LLC	FEDERAL	\$20,000	
	Contract Description:	This is a new contract to provide consultation services for conducting research and writing a strategic outreach plan for a target audience of less than 300 corporations for the Governor's Workforce Investment Board's Manufacturing Sector Council.				
		Term of Contract:	11/11/2014 – 09/30/2015	Contract # 16132		
33	000	BOARD OF DENTAL EXAMINERS	GRAPHIC IMAGING SERVICES, INC.	OTHER: AGENCY FUNDS	\$27,000	
	Contract Description:	This is a new contract for bulk document scanning services for the Nevada State Board of Dental Examiners.				
		Term of Contract:	01/01/2015 – 05/31/2015	Contract # 16178		
34	000	BOARD OF CHIROPRACTIC EXAMINERS	CAPITOL PARTNERS	OTHER: AGENCY FUNDS	\$22,500	
	Contract Description:	This is a new contract for legislative services for the 2015 Legislative Session for the Chiropractic Physicians' Board of Nevada.				
		Term of Contract:	11/05/2014 – 06/30/2015	Contract # 16179		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
35	000	BOARD OF MASSAGE THERAPY	KATHLEEN LAXALT	OTHER: AGENCY FUNDS	\$24,000	
	Contract Description:	This is a new contract for legislative services through the 2015 Legislative Session for the Nevada Board of Massage Therapy.				
		Term of Contract:	12/15/2014 – 06/30/2015	Contract # 16180		

11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*12. 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 bcarson@dps.state.nv.us

Notice of this meeting was posted on the following websites:

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

Any questions regarding the agenda or supporting material for the meeting please contact Director Teska at (775) 684-0222 or you can email us at budget@admin.nv.gov. We are pleased to make reasonable accommodations for members of the public who are disabled and would like to attend the meeting. If special arrangements for the meeting are required, please notify the Department of Administration at least one working day before the meeting at (775) 684-0222 or you can fax your request to (775) 684-0260.

DETAILED AGENDA

December 9, 2014

1. PUBLIC COMMENTS

Comments:

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

*3. FOR POSSIBLE ACTION – APPROVAL OF THE NOVEMBER 12, 2014 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

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

Comments:

*4. FOR POSSIBLE ACTION – UPDATE ON THE FISCAL YEAR 2015 PROJECTED ENDING FUND BALANCE

Pursuant to subsection 1 of section 67 of Assembly Bill 507 of the 2013 legislative session, if projections of the ending balance of the State General Fund fall below the amount estimated by the 2013 Legislature for Fiscal Year 2015, the Director of the Department of Administration shall report this information to the State Board of Examiners. Subsection 2 states that if the Board of Examiners determines the ending balance of the State General Fund is projected to be less than \$80,000,000, the Governor, pursuant to NRS 353.225, may direct the Director of the Department of Administration to require the State Controller or the head of each department, institution or agency to set aside a reserve of not more than 15 percent of the total amount of operating expenses or other appropriations and money otherwise available to the department, institution or agency.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***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 VEHICLES	NOT TO EXCEED:
Department of Conservation and Natural Resources – Division of Forestry	3	\$13,983
Total	3	\$13,983

Clerk’s Recommendation: I recommend approval.

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

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

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

Pursuant to NRS 333.705, the Division of State Parks requests authorization to contract with Ellison Electric, which is owned and operated by current Assemblyman John Ellison, to provide on-site electrical repair services to various state parks sites on an on-call basis.

Clerk’s Recommendation: I recommend approval.

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

B. Department of Taxation

Pursuant to NRS 333.705, the Department of Taxation requests authority to contract with a former employee to provide training on the preparation of the yearly cost of capital/discount rate studies on the utility, airlines, railroad and alternative energy industries, review the current studies, and expert witness services in contested cases concerning cost of capital and discount disputes. The contract period is upon approval to June 30, 2015.

Clerk’s Recommendation: I recommend approval.

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

***7. FOR POSSIBLE ACTION – LEASES**

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

***8. FOR POSSIBLE ACTION – CONTRACTS**

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

10. INFORMATIONAL 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 April 16, 2014 through May 16, 2014.

Twenty independent contracts were submitted to the Board for review.

Comments:

11. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

Comments:

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

MINUTES
MEETING OF THE BOARD OF EXAMINERS

October 14, 2014

The Board of Examiners met on October 14, 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:

Sean McDonald, Department of Motor Vehicles
Heather Hawkins, Department of Motor Vehicles
Marcia Turner, Nevada System of Higher Education
Greg Smith, Department of Administration, Purchasing Division
Scott Sisco, Department of Corrections
Cheryl Tyler, Office of the Military
Cari Eaton, Silver State Health Exchange
Steve Canavero, Department of Education
Mindy Martini, Department of Education
Leah Lamborn, Department of Health and Human Services, Health Care, Financing and Policy
Keith Wells, Department of Administration, Fleet Services Division
Katie Armstrong, Attorney General's Office
Bryan Stockton, Attorney General's Office
Melanie Mason, Department of Employment, Training, and Rehabilitation

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, everybody. I will call the Board of Examiners' meeting to order. The first item on the agenda is public comment. Is there anyone present in Las Vegas that would like to provide public comment to the Board? Hearing none, is there any member of the public here in Carson City that would like to provide comment to the Board?

Clerk: I would like to note for the record that the Budget Division received public comment in regards to a contract that is not the agenda but I wanted to make sure that it was on record that we did receive the information and it will be submitted with the minutes.

Governor: Thank you.

***2. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 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: All right. Let's move on to Agenda Item No. 2, which is approval of the August 12, 2014 Board of Examiners' Meeting Minutes. And we'll also take on Agenda Item No. 3, which is approval of the September 9, 2014 Meeting Minutes. Have the members had an opportunity to review the minutes, and are there any changes?

Secretary of State: I'll move for approval.

Attorney General: Second.

Governor: Actually Secretary we won't be able to have you vote on this item since you were not in attendance.

Attorney General: I'll move for approval.

Governor: The Attorney General has moved for approval of Agenda Items 2 and I will second the motion. Any questions or discussion? If there are none, all those in favor say aye.

Attorney General: Aye.

Governor: Aye. Motion passes 2-0.

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: All right. Let’s move on to Agenda Item No. 3, which is approval of the September 9, 2014 Board of Examiners’ Meeting Minutes.

Attorney General: I’ll move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for approval of Agenda Items 2 and 3. The Secretary of State has seconded the motion. Any questions or discussion? If there are none, all those in favor say aye.

Attorney General: Aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 3-0.

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

Comments:

Governor: We will move on to Agenda Item No. 4, State Vehicle Purchase. Ms. Teska.

Clerk: Thank you, Governor. On the Agenda for approval today are two vehicles one for the Department of Administration and the Office of the Military.

Governor: Thank you very much. I have no questions. Board members, any questions?

Attorney General: No. I'll move for approval of Agenda Item No. 4.

Secretary of State: Second.

Governor: The Attorney General has moved for approval of Agenda Item No. 4. The Secretary of State has seconded the motion. Any questions or discussion? If there are none, all in favor say aye.

Attorney General: Aye.

Governor: Aye.

Secretary of State: Aye.

Governor: Motion passes 3-0.

***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.

Clerk's Recommendation: I recommend approval.

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

Comments:

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.

Clerk's Recommendation: I recommend approval.

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

Comments:

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.

Clerk's Recommendation: I recommend approval.

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

Comments:

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 Recommendation: I recommend approval.

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

Comments:

Governor: We will move to agenda item five approval to pay a Cash Settlement 5 A-D for the Department of Transportation 5 E for the College Savings Plan through the State Treasurers Office.

Clerk: Thank you Governor. Would you like to take these individually or as a whole?

Governor: We will take items A-D and then hear item E.

Rudy Malfabon: Good morning Governor and the members of the Board. My name is Rudy Malfabon, Director for the Department of Transportation. First is a property in which we 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. 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. Next is item B, 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. 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. The next item C and D are related Peek is the contractor that got the winning bid and they 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 were 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.

Governor: Thank you for that over view and detail on those items. Do you feel that this is in the best interest of the state?

Rudy Malfabond: Yes they all will benefit the State to not have to pay any extra fees.

Governor: I have no further questions. Are there any other questions from the members?

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

Secretary of State: Second.

Governor: The Attorney General has moved for approval of Agenda Item No. 5 A-D. The Secretary of State has seconded the motion. Any questions or discussion? If there are none, all in favor say aye.

Attorney General: Aye.

Governor: Aye.

Secretary of State: Aye.

Governor: Motion passes 3-0.

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.

Governor: We will move on to item E, good morning.

Mark Mathers: Good morning Governor and members of the Board. My name is Mark Mathers with the Treasurer's Office. Treasury Solutions agreed to provide to the CSP Board advisory services related to the State of Nevada's college savings program CSP 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. In exchange for performing such services, Treasury Solutions was paid certain fees earned from the CSP. 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. 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. Upromise Investments, Inc. a Delaware corporation UII; Upromise, Inc., a Delaware corporation, 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, pursuant to which, among other things: as specified in the Upromise Agreement, UII managed the day-to-day operations of certain college savings plans in the CSP and coordinated payments to subcontractors, vendors and other third parties; and Upromise managed internet-based savings network as specified in the Upromise Agreement. 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. 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. 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. to the CSP Board of an annual, CPI-adjusted program fee of \$1,500,000. 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. Subsequent to December 15, 2006, the

Upromise Entities made certain payments to Treasury Solutions. 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. 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 asserting causes of action for, among other things, tortious interference with an existing contract. The Treasury Solutions/Upromise Litigation remains pending before the United States District Court for the District of Nevada. On August 15, 2011, Treasury Solutions filed a complaint against the CSP Board, asserting causes of action for, among other things, breach of contract 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. 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 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.

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

Mark Mathers: Yes.

Governor: I have no further questions. Are there any other questions from the members?

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

Secretary of State: Second.

Governor: The Attorney General has moved for approval of Agenda Item No. 5 E. The Secretary of State has seconded the motion. Any questions or discussion? If there are none, all in favor say aye.

Attorney General: Aye.

Governor: Aye.

Secretary of State: Aye.

Governor: Motion passes 3-0.

Clerk's Recommendation: I recommend approval.

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

Comments:

***6. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Agenda Item No. 6, leases. Ms. Teska.

Clerk: Thank you, Governor. There are nine leases on the agenda for your consideration, and I will be happy to answer any questions if you have any.

Governor: I have none.

Attorney General: I have none. I'll move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for approval of leases number one through, as described in Agenda Item No. 6. The Secretary of State has seconded the motion. All in favor please say aye.

Group: Aye.

Governor: Motion passes 3-0.

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

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Ms. Teska, we'll move on to contracts.

Clerk: Thank you, Governor. There are 32 contracts for action by the Board today. Among those, I believe, we would like to hear testimony on contract number 4, 7, contract number 10, we would like to pull that contract and bring it to a future meeting, contract number 17, 27, 30, 31 and 32.

Governor: Ms. Teska, we'll move on to contracts.

Clerk: Thank you, Governor. There are 30 contracts for action by the Board today. Among those, I believe, we would like to hear testimony on contract number one, which is the Attorney General's office, contract number 10, which is Department of Health and Human Services, Welfare, and Support Services, and contract 30, which is the Deferred Compensation Committee.

Governor: Do the members have any other contracts that they would like testimony or clarification on?

Attorney General: No Governor.

Secretary of State: No.

Governor: Ok we will start with contract number 4 and 7 for the Department of Education.

Steve Canavero: Good morning my name is Steve Canavero with the Department of Education. Contract number four is a contract with ACT, Inc. which is a mission-driven nonprofit organization; our insights unlock potential and create solutions that build education and workplace success. They improve college and career readiness. With more than 50 years of data and research bolstering our efforts, ACT delivers solutions no other organization can. Serving more than 10 million people along the Kindergarten through Career continuum, they provide support for all of life's transitions. Though ACT initially focused on college readiness, they know that learning is a lifelong journey. ACT now offers more than 20 programs and services, providing support for all of life's transitions along the Kindergarten through Career continuum. ACT helps to

- Guide students as they navigate transitions throughout their learning paths
- Empower education administrators to make informed judgments
- Foster parent, teacher, and counselor understanding of student progress
- Assist human resources professionals as they make hiring decisions
- Help companies retain and develop a skilled workforce
- Provide job seekers with credentials and a streamlined path to success
- Help state and national government agencies understand current education and workforce issues

The next contract number seven is Turning Point, Inc. who entered into a partnership with the University of Nevada, Reno in 1999 to co-sponsor the Center for Program Evaluation and Partnership Development Services (CPEPDS), housed in the College of Human and Community Sciences. Together, Turning Point, Inc. and CPEPDS have engaged in several evaluation and needs assessment projects, including the statewide needs assessment project for Respite Care; the Nevada School-To-Careers Evaluation, the Nevada Health Division's development of a statewide evaluation plan for Ryan White funded HIV-AIDS treatment programs, and the development of sustainable evaluation systems for Washoe County School District's Family Resource Centers and Parent Involvement Committee. CPEPDS also is the primary evaluator for the Clark County "Healthy Hearts" project, funded through the Center for Disease Control to reduce cardiovascular disease among African Americans in the Las Vegas area.

Deborah Loesch-Griffin was co-founder of Community Chest, Inc., a community youth development and community action organization with offices in Virginia City, Storey County, Nevada. CCI was established in 1991 by Shaun Griffin and Deborah Loesch-Griffin who always wanted to work in a place where they could act upon their convictions. The organization, now celebrating its 15th year, was established as an organization that could take risks, steadfastly engage a very divergent, rural Western community in community-building efforts, and translate a vision for social change in their community as well as across the state. This social justice organization continues to serve the needs and priorities of the citizens of Storey County while working on national and state policy issues around hunger, homelessness, domestic violence, and a number of social issues, and providing training and technical assistance to other rural and urban communities around the state using their model for social change. TPI is a business sponsor for their Global Voice International Youth Exchange program and continues to provide support for organizational development and outcomes-based strategic planning. I will be happy to answer any questions you may have.

Governor: Hearing none we will move to contract number 17 for the office of the Military.

Cheryl Tyler: Good morning my name is Cheryl Tyler with the Office of the Military. This contract is to provide the Chief, National Guard Bureau, as directed, with assessment of the economy, efficiency, discipline, morale, esprit de corps, relevance and readiness of the National Guard through an agenda of assistance, investigations and inspections in order to support the defense of our homeland and the Global War on Terrorism.

Governor: Thank you, I have no further questions. Next is contract number 27 for the Department of Motor Vehicles.

Sean McDonald: Good morning, Governor and members of the Board. For the record my name is Sean McDonald with the Department of Motor Vehicles. The contract on the agenda is with Irwin Hodson Group, LLC who is providing services for the license plates for the State of Nevada until our facility is finished. We are using an outside vendor to ensure that all of the license plates are finished and on track without being interrupted during the building process.

Governor: Thank you. All right. Board members, do you have any questions with regard to Contracts 1 through 32 with the exception of contract number 10 which has been pulled and will be placed on a future agenda?

Attorney General: No.

Secretary of State: No.

Governor: Then the Chair will accept a motion for approval of contracts 1 through 32 excluding contract 10.

Attorney General: Move for approval.

Secretary of State: Second.

Governor: The Attorney General has moved for the approval of contracts 1 through 32 excluding contract 10. The Secretary of State has seconded the motion. Any questions or discussion on the motion? All in favor say aye.

Attorney General: Aye.

Secretary of State: Aye.

Governor: Aye. Motion passes 3-0.

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
1.	030	ATTORNEY GENERAL'S OFFICE	SMITH, ALLISON M	OTHER: FEDERAL FUNDS 14-JAG-18	\$15,000	
	Contract Description:	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 \$204,648, due to an increase in scope of work.				
		Term of Contract:	11/01/2011 - 12/31/2014	Contract # 12731		
2.	040	SECRETARY OF STATE'S OFFICE	ADVANCED DATA SYSTEMS	FEDERAL	\$30,000	
	Contract Description:	This is a new contract for the development of web service program for the Secretary of State's Effective Absentee System for Elections, 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.				

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
		Term of Contract:	08/25/2014 – 06/30/2015	Contract # 16012		
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 provide professional architectural/engineering services to insulate shop walls at the Floyd Edsall Training Center, Project No. 14–A013–23, Contract No. 107924.				
		Term of Contract:	08/27/2014 – 06/30/2018	Contract # 16026		
4.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	GLASSCOCK, BILL J DBA ECONOMY WINDOW CLEANERS	FEES: BUILDING RENT INCOME FEES	\$45,000	
	Contract Description:	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.				
		Term of Contract:	09/14/2014 – 09/13/2018	Contract # 15953		
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	
	Contract Description:	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 from \$187,640 to \$212,640 for additional work on the floors in the building.				
		Term of Contract:	02/01/2014 – 01/31/2018	Contract # 15957		
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	
	Contract Description:	This is the first amendment to the original contract, which 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.				
		Term of Contract:	02/01/2014 – 01/31/2018	Contract # 15197		
7.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	HERSHENOW & KLIPPENSTEIN	OTHER FUNDING: REALLOCATED BONDS TRANSFERRED FROM TREASURER	\$19,135	
	Contract Description:	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 are being made at the request of the Nevada Army National Guard.				
		Term of Contract:	12/03/2013 – 06/30/2017	Contract # 15121		
8.	082	DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION	SUPERCURB & CONCRETE, LLC DBA SUMMERSCAPE	FEES: BUILDING RENT INCOME FEES	\$45,000	

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
	Contract Description:	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	
	Contract Description:	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:	08/28/2014 – 02/28/2015	Contract # 16008		
10.	332	DEPARTMENT OF ADMINISTRATION – NEVADA STATE LIBRARY AND ARCHIVES	BRENNER, ALLAN DBA ALLAN ENTERPRISES	GENERAL	\$13,236	
	Contract Description:	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:	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 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		
12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES – AGING AND DISABILITY SERVICES DIVISION	ESMERALDA, COUNTY OF GOLDFIELD UTILITY BOARD OF COMMISSION	OTHER 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 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:	08/12/2014 – 06/30/2015	Contract # 16028		
13.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH DIVISION	PERSHING, COUNTY OF PERSHING COUNTY LEPC	OTHER: REVENUE	\$35,834	
	Contract Description:	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.				
		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 provide ongoing services to maintain a reliable security system at the Dini-Townsend Hospital. The contracted services include software upgrades for all security doors (if available), as well a maintenance tour of all building doors every six months to clean, adjust and test doors to assure they are operational and to replace system batteries as required.				
		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 provide pick-up and disposal of hazardous pharmaceutical waste from the Northern Nevada Adult Mental Health Services pharmacy.				
		Term of Contract:	08/01/2014 – 06/30/2016	Contract # 15834		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
16.	431	ADJUTANT GENERAL & NATIONAL GUARD	HERSHENOW & KLIPPENSTEIN	FEDERAL	\$40,100	
	Contract Description:	This is a new contract to develop a manual to provide design guidelines to ensure consistency in the products and services used by the Nevada Army National Guard. The intent is to model after the State Public Works Board design guides, and specific architectural sections, tailoring the guide to meet the needs by the Nevada Army National Guard.				
		Term of Contract:	09/09/2014 – 08/01/2016	Contract # 16051		
17.	431	ADJUTANT GENERAL & NATIONAL GUARD	SYSTEMS PLUS, INC.	FEDERAL	\$13,000	
	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.				
		Term of Contract:	09/09/2014 – 12/30/2014	Contract # 16045		
18.	550	DEPARTMENT OF AGRICULTURE	M3 PLANNING DBA ONSTRATEGY	FEDERAL	\$33,630	
	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		
19.	580	PUBLIC UTILITIES COMMISSION	BT CONFERENCING VIDEO, INC.	FEEES: REGULATORY FEES	\$48,354	
	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		
20.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – PARKS DIVISION	LAS VEGAS PLUMBING, INC.	FEEES: UTILITY SURCHARGE	\$30,000	
	Contract Description:	This a new contract to provide service and repair of plumbing-related utilities in southern region parks, on an as-needed basis.				
		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		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
22.	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	
	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		
23.	748	DEPARTMENT OF BUSINESS AND INDUSTRY – REAL ESTATE DIVISION	STEVEN KITNICK	FEDERAL	\$5,780	
	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 \$11,180 because licensee registrations to the course exceeded expectations and the original contract amount of \$2,700 per fiscal year was insufficient.				
		Term of Contract:	07/01/2013 – 06/30/2015	Contract # 14620		
24.	810	DEPARTMENT OF MOTOR VEHICLES	BENNET, JOY DBA CUSTOM CLEAN	HIGHWAY	\$30,160	
	Contract Description:	This is a new contract to provide needed janitorial services at the Ely facility.				
		Term of Contract:	08/26/2014 – 07/30/2018	Contract # 16009		
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 continues on-going, as-needed maintenance and repair services, including but not limited to cleaning, deodorizing and unclogging grease traps and grease interceptors at Business Enterprises of Nevada locations in Southern Nevada.				
		Term of Contract:	08/29/2014 – 06/30/2016	Contract # 15898		
26.	902	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY DIVISION	MYTHIC, INC.	FEDERAL	\$29,403	
	Contract Description:	This is a new contract to provide management and execution of the installation and configuration of the Oracle Exadata database servers in Carson City and Las Vegas. Mythics will provide the following services under this contract: 1) Project management of the Oracle Exadata hardware installation at DETR's Carson City and Las Vegas sites. 2) Review configuration process. 3) Assist with completion of Exadata configuration template. 4) Configuration of Exadata software and hardware. 5) Configure shared storage, logins & network IP addresses. 6) Create a cell, cell disks and grid disks. 7) Install the Oracle database software including Automated Storage Management (ASM) and Cluster Ready Services (CRS). 8) Install required database patches. 9) Create ASM disk group for Oracl Exadata storage server software. 10) Create Oracle default database. 11) Provide detailed engagement report.				
		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	
Contract Description:		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.				
		Term of Contract:	08/01/2014 – 06/30/2015	Contract # 16002		

Comments:

Governor: We'll move on to Agenda Item No. 8, Information Item.

Clerk: Thank you, Governor. As we've been doing the last several months now, these are contracts under the \$50,000 threshold or where an amendment doesn't take a previous contract over the \$50,000 threshold. I would be happy to answer any questions.

Governor: I've reviewed these and have no questions. Board members? No questions.

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:

Governor: We'll move on to Agenda Item No. 9, Information Item for the Department of Employment Training and Rehabilitation. I have no questions with regards to this item. Do either of the members of questions?

10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: Hearing none, we will move to Agenda Item 10, 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?

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

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

Comments:

Governor: Hearing none, is there a motion for adjournment?

Attorney General: Move to adjourn.

Secretary of State: Second the motion.

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

Secretary of State: Aye.

Governor: Aye.

Attorney General: Aye.

Governor: 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

**Public Comment
Submitted to the
October 14, 2014
BOE Meeting**

Date: October 10, 2014

To: Nevada Board of Examiners

From: Kent M. Ervin 

Subject: Recordkeeping contract for the Nevada Public Employees Deferred Compensation Program

I am a NSHE employee and an active participant in the Nevada Deferred Compensation Program (NDC). A substantial portion of my voluntary retirement savings is invested in the NDC 457 plan, so its operation is important to me. Since 2006 I have been a faculty representative on the NSHE Retirement Plan Advisory Committee, which advises Chancellor Klaich on our separate retirement plans. That role informs my understanding of defined contribution retirement plans, but I am representing only myself.

The NDC website announced that their new recordkeeping contract would be on the agenda for the Board of Examiners meeting of 10/14/2014, but it apparently has been removed. That is unfortunate.

Two years ago I harshly criticized ([12/5/2012 NvBoE meeting packet](#), p. 18) the NDC Committee for its failed 2012 Request for Proposals (RFP) process, which resulted in the withdrawal of the RFP amid threatened litigation and a two-year extension of the incumbent recordkeeper contracts (now in their seventh years). That action cost participants \$1.9 million or more in 2013 alone in higher fees and reduced interest crediting rates, versus the highest-scored 2012 proposal.

I have continued to follow the actions of the NDC Committee. I am happy to observe that this year the NDC program conducted a thorough, valid, and defensible RFP process led by the State Purchasing Office. The Committee wisely chose, in an open transparent process, to go to a single recordkeeper to leverage higher service at lower cost for participants. *The Board of Examiners should formally approve NDC's new contract with the legitimate winner of the RFP, namely ING/Voya Financial, regardless of lobbying by and protests generated on behalf of the other incumbent, MassMutual.*

I have no personal loyalty to any provider company. In fact, I transferred my 457 assets from ING to MassMutual in early 2013 because MassMutual was providing lower fees on index mutual funds. I have reviewed the now-public proposals from both vendors, however, and it is clear to me that ING/Voya submitted the stronger bid on both services and pricing. It is

disconcerting that MassMutual filed an appeal of the RFP decision (since dismissed), and that their appeal summary of the MassMutual and ING cost proposals was so misleading that it simply was not an honest comparison. Because a knowledgeable person evaluating the full proposals would not be fooled, I can only suspect that the statements in the appeal were actually intended to influence participants or the members of the Board of Examiners. MassMutual has a history of using a political process to circumvent results of a negative RFP decision (Las Vegas City Council minutes, May 15, 2013, agenda items 10, video 0:56-1:01, and 55, video 1:39-4:35). No company should be allowed to use lobbying efforts to obstruct normal state procurement and contracting procedures. Why would any other company bother to bid in the future if the process is perceived as fixed in favor of one company?

The future health of the Nevada Deferred Compensation Program depends on a successful RFP process and award of the contract. Interference with the process is a breach of the State's fiduciary duty to act in the best interest of participants as would be determined by an independent expert. Extending the old contracts, if that is even legal, would cost me and other participants and reduce our future retirement income.

Thank you for the opportunity to provide my input on this issue.

MINUTES

MEETING OF THE BOARD OF EXAMINERS

November 12, 2014

The Board of Examiners met on November 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
Secretary of State Ross Miller
Julia Teska, Clerk

Others Present:

Jim Flegal, Member of the Public
Kent Ervin, Member of the Public
Trudy Stanford, Member of the Public
Marie Barnes, Member of the Public
Robert Chernari, MassMutual, Relationship Manager
Bill Abramowitz, MassMutual, Governmental Vice President
Jim Barnes, MassMutual, Attorney
Ilya Zaliapin, University of Nevada
Justice James Hardesty
Bill Hoffman, Deputy Director, Nevada Department of Transportation
Dennis Gallagher, Chief Deputy Attorney General
Mr. Nicks
Wayne Klomp, Nevada Attorney General's Office
Val King, Division of Environmental Protection
Steve Fisher, Administrator, Division of Welfare and Supportive Services
Naomi Lewis, Deputy Administrator
Scott Sisco, Deputy Director for Department of Corrections
Shane Chesney, Senior Deputy Attorney General
Jeff Menicucci
Greg Smith, Purchasing Administrator
Kim Perondi, State Purchasing
Keith Wells, Fleet Services Administrator

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, ladies and gentlemen. I will call the Board of Examiners' meeting to order. All members are present. Agenda Item No. 1 is Public Comment. I'm going to ask that those who are going to present public comment limit their comments to three minutes. And I understand that most of these public comments have to do with Contract No. 30 within the Agenda. And I will assure you that I have many questions myself with regard to that contract and will be asking those. For those of you that are going to be providing public comment on that item, I'd ask that you not present with regard to whether one is better than the other. I think the question is going to be with regard to the process that led us here. So in any event, let's commence with public comment. Do I have a sign-in sheet for public comment?

Clerk: At this time, Governor, I'd also like to make mention of the fact that we did receive two written comments for the meeting. Those were included in the Board members' packets. And they were both related to Contract No. 30. One was from Mr. Kent Ervin, and the other was from the members of the Retired Public Employees of Nevada. And those were included in your packet.

Governor: I think all members have received extensive submissions from interested parties with regard to Contract No. 30. And I will just say that I've read all of those. And I have a packet from Voya Financial. I also have a packet that was authored by Mr. Barnes and from the Offices of Charles Zay. (Inaudible).

Unidentified Female Speaker: So you want an actual list of commenters?

Governor: I mean, do we have people that are signed in for public comment?

Unidentified Female Speaker: Yeah, and if they (inaudible) then I put a list right there.

Governor: Okay. All right then. Let's commence public comment. I'll begin in Las Vegas. Is there anyone present in Las Vegas that would like to present public comment to the Board? So hearing none, we'll move to Carson City.

Unidentified Female Speaker: I don't think anyone here is (inaudible).

Governor: Thank you. Carson City, is there anyone present who'd like to present public comment to the Board? Yes, sir. We'll begin with this gentleman.

Jim Flegal: Can I comment on anything?

Governor: Yes, sir. If you would come forward, sir, so we can have you on the microphone. And if you would identify yourself for the record, please.

Jim Flegal: Is this close enough? I wonder if they can hear me.

Governor: Yes, they can hear you, sir.

Jim Flegal: Governor, I'd like to see Mass Mutual stay on as Mass Mutual.

Governor: Okay. And...

Jim Flegal: And my name is Jim Flegal by the way.

Governor: And will you spell your last name, please?

Jim Flegal: F-L-E-G-A-L.

Governor: All right.

Jim Flegal: And that's the only public comment, I'd just like to see Mass Mutual stay as Mass Mutual.

Governor: Thank you, sir. Thank you for coming forward.

Jim Flegal: Thank you.

Governor: Sir. Well, there was another lady who had stood up before. Okay.

Kent Ervin: Governor, thank you very much. My name is Kent Ervin E-R-V-I-N with comments for the record about Contract No. 30. Since I have submitted written comments, and also a longer draft of my oral comments, I'll greatly abbreviate that. Thank you very much. As a UNR faculty member--oh, and I'm representing only myself as a participant in the NDC program. As a UNR faculty member, I will have no social security and no PERS pension when I retire. Rather, I will depend solely on my defined contribution retirement accounts. That's why I'm so passionate about the health of our retirement programs, including the Nevada Deferred Compensation program. A substantial part of my retirement savings are invested in the NDC 457 plan and I cannot make withdrawals or change providers until I retire.

The NDC's failed request for proposal process in 2012 has cost participants significantly higher fees and lower earnings over the past two years. However, I'm happy to observe that this year the NDC program conducted a thorough and defensible RFP process. It was led by the state purchasing office as required by statute, and also wisely chose an open meeting last spring to go to a single record keeper to leverage higher services at lower cost, both for the recording keeping and for future administrative and auditing costs for the program.

Mass Mutual has presented to you a highly complex statistical analysis of the RFP scoring from one of my accomplished colleagues. This is based on the false premise, however, that the

individual scores are expected to satisfy any particular statistical test. All the evaluators had the same instructions and the same opportunity to adjust their scores based on the original proposals. Mass Mutual's suggestion for a different mechanism now is simply asking for different rules in their favor after the fact. But even if it were a majority decision by the end of the committee, three of the committee's five members scored (inaudible) higher than Mass Mutual in the scoring process.

I'm skipping three paragraphs. The future health of the Nevada Deferred Compensation program depends on successful RFP process and award of the contract now. Interference with the process based on an appeal from one vendor would be a breach of the state's fiduciary duty to act in the best interest of participants as would be determined by an independent expert and following a prudent process. If the Board of Examiners chooses a different course now, then you effectively become the fiduciary decision makers and you should be held accountable as fiduciaries.

In conclusion, the Board of Examiners should formally approve NDC's new very (inaudible) contract with the legitimate winner of the RFP, namely Voya Financial, formerly ING, and should inform Mass Mutual that they are expected to abide by the normal procurement procedures, just like any other vendor for the state. Thank you very much for the opportunity to provide my comments. I would be happy to answer any questions.

Governor: Thank you, Mr. Ervin.

Trudy Stanford: I'm Trudy Stanford, a retired state employee. In May of 2013, being the beneficiary of my ex-husband's account, Mass Mutual, henceforth MM, transferred his account to me after his death. He had told me about a month before he retired in 1999, that he had left me as his beneficiary. Meanwhile, his Texas live-in girlfriend's attorney wrote to MM alleging that they lost documents which made her beneficiary in the late 1980s. We were still married at the time. Later alleged to be 1995. A subsequent letter was sent enclosing a copy of the girlfriend's application for letters of administration to the Texas probate court, her application, and included an application to determine heir-ship with listings of all assets, including his MM account, with a notation that its distribution was unknown. Deferred comp is a non-probate asset. The account had already been transferred to me according to the governing instrument.

And in August 2013 MM illegally froze my account, seizing control from me claiming they feared a possibility of being required to make duplicate distributions, even though they're protected by Nevada law as follows. NRS 111.781, subsection 6, a payer or other third party is not liable for having made a payment or transferred an item of property, or any other benefit to a beneficiary designated in a governing instrument affected by the provisions of this section, or for having taken other action in good faith reliance on the validity of the government instrument before the payer or other third party revised--received written or actual notice of any event affecting beneficiary designation, and so on. MM's responsibility to me is defined as follows. NRS 111.757, transfer to designated beneficiary according to beneficiary designation or other directions.

When a transferring entity accepts a beneficiary designation, or beneficiary assignment, or registers in beneficiary form certain property, the acceptance or registration constitutes the agreement of the owner and the transferring entity that, unless the beneficiary designates or revokes or changes before the death of the owner, on proof of the death of the owner, and compliance with the transferring entity's requirements for showing proof of entitlement, the property will be transferred to and placed in the name and control of the beneficiary in accordance with the beneficiary designation or transfer on death directions and agreement of parties.

I requested the assistance of NDC in this matter. After investigation, I was told MM had taken the action of seizing control of my account, in response to a court order. That is clearly not true. However, that explanation was accepted by NDC without evidence and caused NDC to drop the matter. I believe if MM had truthfully disclosed what had occurred, NDC could have, and I would hope they would have, intervened to resolve the matter. But because MM misrepresented to NDC the documents received, I had no recourse but to file suit against MM, which I did in October 2013. An unnecessary legal expense.

Their initial disclosures revealed later that they had not received a court order. MM had then counter-filed against the girlfriend. MM has petitioned the court three times to be allowed to transfer my account to the court against my will, which would cost me an exorbitant income tax obligation for a lump sum distribution without funds to pay, cost 3% interest, and the free stock market investment benefits and other services, which could not be restored. MM requests the court to render them harmless from future court action in this matter. This would be (inaudible) amount to confiscation of my account, taking my account out of my name, they already seized control, and placing in the name and control of the court, and using the court to shield them from legal remedy for their illegal confiscation of my account.

MM's third such request is currently pending with the court for the court's decision. In the litigation of my inherited \$370,000 account, I stand to lose half or more in court costs and attorney's fees if resolved on the September 2015 hearing date. Meanwhile, I'm being ordered to a settlement hearing as though the legal beneficiary were in question. This could happen to you or any participant at NDC, because of the failure of MM to carry out their fiduciary contract responsibilities to first, NDC who contracted with them to administer account in accordance with the planned document and Nevada law; number two, to the participant who made beneficiary designation with full expectation, his designation would be honored; and three, to the legal beneficiary in whose name and control the property should have and was initially placed.

Because MM failed to adhere to Nevada's laws and the planned document, it's necessary for me to litigate in order to retain what is mine. This could happen to anyone having an account with them. Nevada state employees should not be subjected to such arbitrary, illegal, and costly misdeeds. It appears to me, MM contracted--their contract, which they got from Hartford ends 12/31/14, and I believe it would be prudent to take this matter into consideration when contemplating their renewal. I have some other sites here, one is NDC's website, the frequently asked questions. What happens to my account when I die? Answer: Your designated beneficiary or ficiaries [sic] will receive the remaining value of your account, if any. Your

beneficiary must contact a MassMutual (inaudible) financial representative to request a distribution. Thank you.

Governor: Thank you, ma'am. And do you have a copy of that so that we can have it for the record, we do?

Stanford: Yes.

Governor: Okay. Thank you very much.

Barnes: My name is Marie Barnes. My husband just recently died, and I just acquired my MassMutual account. And I would like to suggest to this committee that you just carefully analyze the stability of the company, the overhead, and the fees that are going to be paid into this company. And I hope that you will all use the interest of the state instead of your own, or just do a good job because we need the money.

Governor: Thank you. Sir.

Chernari: Good morning, Board of Examiners. My name is Robert Chernari. I'm with MassMutual. I am the Relationship Manager for the State of Nevada's plan. I was contacted this morning by Barbara Jewett, retired State of Nevada employee. She was planning on attending, could not due to sickness, and she asked me to read her statement, which I agreed to do.

"My name is Barbara Jewett. I am a retired officer from the Department of Public Safety, and I have approximately \$190,000 in the general account of MassMutual. It is my understanding that this fund makes up a large percentage of all of the money that employees have contributed to the deferred compensation savings. Consequently, when I heard that one of our savings were going to be transferred to Voya, and that there would no longer be a choice between two plans, I became very concerned and began doing my research.

I learned two very significant things. The first of which is the history of Voya. Voya is not ING. ING is a huge, multinational banking conglomerate owned by the Dutch. It got into financial trouble in 2008, and was eventually ordered by the European union to divest itself of assets in the United States. As a result, ING is in the U.S., is no longer owned by the Dutch and is now (inaudible) new publicly owned company, A.K.A., Voya. The selling of stock began in May of 2013 and will be completed by December of 2016. Voya is not a new name of an old company. It is in all respects a brand-new institution.

The second thing I learned is the difference between a publicly owned institution and a mutual insurance company, such as MassMutual. A publicly owned company, such as Voya, is responsible to its stockholders. This means it is risk oriented and driven by short term profits. A mutual insurance company is responsible to its policyholders, which means it is focused on long-term gain, so by its very nature it must consider safety and security, and not be short sided.

The difference between Voya and MassMutual is a big deal because of everything that is going on in the world right now. This is not just my concern. In fact, the economic crisis in Europe and the unrest in the Middle East, are listed as a factor in the filing that Voya had to submit to the Security and Exchange Commission when it began selling stock. Furthermore, Voya has been around for a year and a half. MassMutual has been in business for over 150 years. The bottom line is that the state needs to offer us a choice between plans. I do not want the number of available funds reduced because it would be easier to manage or because the committee believes too many funds are confusing for participants.

More confusion will be generated if a fledgling institution becomes insolvent. If we are not going to be offered a choice between plans, then it is incumbent upon the committee to safeguard our savings, and go with a solid, stable institution with a proven track record. One that can survive an economic crisis similar to worse than the crash in 2008. It is unacceptable to jeopardize the life savings of hundreds of employees by going with a company that has only been around for 18 months. This is a preventable risk. I would urge the committee to not be bogged down in logistics and remain focused on the big picture. Thank you, Barb Jewett, Sparks, Nevada."

Governor: Thank you, Sir. Good morning.

Abramowitz: Good morning. Board of Examiners, thank you very much for the opportunity to be in front of you this morning. On behalf of our entire MassMutual team, we'd like to thank you for that. My name is Bill Abramowitz, and I'm the Governmental Vice President responsible for our government business nationally, as well as here in Nevada. I flew in yesterday from Chicago. Joining me in Las Vegas is our Southern Nevada team. Amy Humphrey is our area vice president. She flew in from Connecticut. Also with her is our Southern Nevada team of education specialists also that are down there as well.

Here in the room today I have--you just met Bob Chernari. Bob Chernari is our relationship manager, and Bob has been servicing the state employees for the last 18 years. Also joining me today is Tom Verducci. Tom is one of our educational representatives that services your employees on a daily basis. Tom has been servicing your employees for the last 27 years. Also joining me is James Barnes. James is our attorney that's been helping us through this process. And last but not least is Dr. Zaliapin, and the doctor is available also. He's going to make some comments regarding his analysis, after my comments.

For 27 years, we've had the privilege and honor to serve your employees of Nevada. Today, over 9,000 employees participate with MassMutual. Out of those 9,000 in the total assets today, approximately 80% of the overall plan is MassMutual. I think that's evidence of some of the services that we have provided these last 27 years, and the choice that the employees have had to choose between ING, who is now Voya, or MassMutual.

Today we would respectfully like to request that the Board of Examiners consider not approving the deferred compensation contract based on the facts that the best interest of participants in the plan, your employees, will not be served. On three separate occasions, our attorney, James

Barnes, either met face-to-face, or through a conference call with a deputy attorney, with purchasing, the ING attorney, and it was decided between the three attorneys to submit the issue to the hearing officer. On September 10, 2014, the issue was submitted but subsequently decided that--the hearing officer, that is, did not have jurisdiction to hear the issue.

Governor: Say that again.

Abramowitz: Sure. On September 10, 2014, the issue was submitted, but subsequently decided that she, being the hearing officer, did not have jurisdiction to hear the issues MassMutual raised in the notice of appeal.

Governor: And was that a joint decision, or was that a unilateral decision by the hearing officer, or the...

Abramowitz: I think it was...

Governor: In other words, did you agree?

Abramowitz: Right. Right. I think it was a collective decision between the three people, where it came to at that point. The decision was solely that of the hearing officer and not MassMutual. Again, I have our attorney here in case he wants to weigh in on this as well.

Governor: And that's contradictory.

Abramowitz: Yeah. Yep.

Governor: So that's important for me to know this, as I consider this...

Abramowitz: Sure. Sure.

Governor: ...whether you agreed that the hearing officer didn't have jurisdiction, because you just said that, but then you just said that the hearing officer decided...

Abramowitz: Yes, sir.

Governor: ...by herself.

Barnes: I'm Jim Barnes, and I think I can answer that. The three attorneys agreed among themselves to submit the issue to the hearing officer, and the hearing officer said she had no jurisdiction. It was a joint decision to submit it to her, but it was her unilateral decision.

Governor: Okay.

Barnes: Yeah.

Governor: Okay. Important for me to know. Thank you.

Barnes: Right.

Abramowitz: Thank you, Jim.

Barnes: You're welcome.

Abramowitz: Excuse me on that, Governor. There was never a dispute or ruling on the merit of our appeal. So we stand behind the merit of our appeal today. In our letter dated October 30 of 2014, in addition to the issues we raised to the hearing officer, which included the lack of transparency, the cost comparison, and the violation of conflict of interest provisions, we also included an analysis with Dr. Zaliapin's associate professor, Department of Mathematics and Statistics, confirming our suspicions that evaluator number three single-handedly determined the outcome of this scoring process.

The scoring by evaluator three was so out of line, he skewed the entire process towards his favored applicant. An example of that is the financial stability section where he ranked MassMutual 6 out of 10. Top score was 10, he ranked us number six, and gave Voya a 9 out of 10. MassMutual's ratings are significantly higher than ING-Voya, along with our capital surplus. This scoring method also occurred in other sections where the evaluator three gave MassMutual 6 out of 10 scores in four categories, and ING a perfect 10 in four categories. This alone accounted for a total of 16-point difference in favor of ING. While the overall total score was less than 1% difference between ING and MassMutual, ING 868, MassMutual 861, a seven-point difference, his scores alone determined the outcome. Again, Dr. Zaliapin is here to comment on that as well.

MassMutual feels that the score of evaluator three reflects a longstanding bias against us. For example, an issue or Agenda has been part of the past of public records on at least three separate occasions over the last few years with this same individual. On two of those occasions, the issue of bias or Agenda against us, was raised by the current chairman today, Scott Sisco, and that happened a couple of times over the last couple of years as well. That's out there on public record.

In regards to our overall fees, we do not believe the committee was properly informed about the cost difference. For example, in ING's letter, they specifically stated that MassMutual is less expensive than ING, but yet through the process and through the analysis with the help of their consultant, that information wasn't clearly defined for the committee. For example, MassMutual's fees were \$398,277, and ING's fees were \$484,502. There is an annual difference of approximately \$87,000, over that five-year period is close to \$500,000 of difference. So there is in fact, a cost differential.

So in closing, we appreciate the opportunity that you're giving us. We appreciate being of service to you and your employees all of these years. And we once again, ask for you not to vote in favor of the ING contract. Thank you.

Governor: And I don't think it's necessary, unless the other members need it, to have the presentation with regard to the math and the outcome from the university.

Abramowitz: Yeah. He just had a few comments, but he wasn't going to go through the whole analysis. But you're...

Governor: (Inaudible).

Cortez Masto: Yeah. I don't need to hear it.

Governor: We're good.

Cortez Masto: Thank you.

Abramowitz: Thank you very much.

Zaliapin: Good morning to everyone. My name is Ilya Zaliapin, and I'm Associate Professor of Statistics at the University of Nevada. I will make just brief comments about the report that I submitted before.

Governor: And I don't have any questions on that report.

Cortez Masto: I don't either. I'm aware of the report.

Governor: It speaks for itself.

Zaliapin: Okay. So...

Governor: Yeah. We're good. Thank you.

Zaliapin: Thank you.

Governor: Are there any other members of the public that would like to provide public comment to the Board? All right then. We'll move on. I'm going to go out of order. I understand that Justice Hardesty is here and has another commitment that he needs to make. He's appearing here on behalf of the Supreme Court of Nevada, my understanding, on Agenda Item 5B, with regard to the new appellate court.

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

Governor: Have the members had an opportunity to review them?

Teska: Actually, you don't have the minutes. I apologize. I wanted to say that we're withdrawing that item. We had some issues trying to get those completed. We will have both the October and November minutes at the December meeting.

Governor: Okay.

Teska: Apologies for that.

Governor: Then, that makes that easy. We'll move on to Agenda Item No. 3, state vehicle purchase.

Clerk's Recommendation: I recommend approval.

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

Comments:

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

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

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

Teska: Thank you, Governor. There are requests from three agencies on the Agenda today. They are all replacement vehicles. In the case of the Department of Administration purchasing division, this was an item that was actually going to be included in their 2015-17 budget request and instead, they have the opportunity to purchase it now, and as you can see, it's a pretty favorable price. So that is coming out of their reserves, and that was the reason for that item being included now.

There's an item from the Department of Conservation Natural Resources and two vehicles for the Department of Wildlife Fisheries Management. These are all replacement vehicles, and were included in the agencies' (inaudible) budgets.

Governor: I have no questions. Board members?

Cortez Masto: I have none. I will move for approval of Agenda Item No. 3.

Miller: Second.

Governor: Attorney General has moved for approval of the state vehicle purchase described in Agenda Item No. 3. The Secretary of State has seconded the motion. Any questions or discussion on the motion? Hearing none. All in favor say, aye.

Group: Aye.

Governor: Motion passes, 3-0. We will move on to Agenda Item No. 4.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

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

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

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

Governor: Ms. Teska.

Teska: Thank you, Governor. There are, I believe, five items today under Item 4 for authorization to contract the current or former employee. Do you want to take these one at a time, or should we just go through the whole list?

Governor: Let's go through the whole list, please.

Teska: Okay. For Health and Human Services, Aging and Disability Services Division, this is one that we've actually seen from another division in HHS in the past, is they're contracting with a company for sign language and interpreting services. And it's the Preston Bass Company. And it has come to light that, that company is owned by a current employee of the System of Higher Education. And so we've been working with the department to get it cleaned up, and get authorization for all of the contracts that they already have in place essentially.

The second one for the Department of Health and Human Services is public and behavioral health. This is a request to contract with three former employees in the health care quality compliance area. And really, this has to do with some staffing turnover that they've had. And this is to provide training, and make sure that they are in compliance with requirements for Centers for Medicare and Medicaid Services.

The fourth request is from the Department--or the third request, I apologize, is from the Department of Taxation to contract with a former employee. This has to do with specialty services and the net proceeds of minerals tax. I don't think I need to belabor the point that that's been a little bit of an issue for us in terms of--it's a very complicated tax, so this is to help in that area.

The fourth request is from the Department of Transportation. Theirs is a little more complicated, as the former employee is actually going to be a subcontractor of one of the contractors for projects. The employee has specialized knowledge that's helpful for this, the former employee, for them to work as a subcontractor. They were not involved in the RFPs for these contracts.

And the final request is actually from the Department of Administration, Division of Human Resource Management, and I just want to make a couple of comments on this. We're asking to contract with two former employees on a very short-term basis. This has to do with doing some review related to the preparation of our executive budget in terms of, we had an unusual number of requests for changes to salaries for either unclassified employees or reclassification of classified employees. It's also come to our attention that we really had not done any kind of an evaluation of unclassified employees since 2005. And over the course of 10 years, new positions have been added, and they haven't necessarily--they haven't been reviewed in the context of the tier structure that was established back in 2005.

And so, given the tight timelines and the volume that we're talking about in terms of the review, we in the budget office asked the HR folks for their involvement in this process, and in order to do that, they needed to have some additional resources because we're on very tight timelines, as you know. So, any other questions there? I believe there are agency representatives if you have any questions on any of those.

Governor: I don't. The material (inaudible) covered the need. I don't think it's so much in any of these instances, but I always get concerned when we're not training people up, and then we bring somebody in. So as long as--and as I said, most of these don't involve that, that there's an awareness amongst the state agencies that when they're anticipating the retirement or departure of an employee that has a specialized knowledge, that we are making sure that we are training somebody to step in when that person departs.

Teska: We are trying to put a greater focus on succession planning.

Governor: Mm-hmm. All right. So, I have no questions. Board members?

Cortez Masto: No, Governor. I'd move for approval of Agenda Item No. 4.

Miller: Second.

Governor: The Attorney General has moved for approval of Agenda Item No. 4, authorization to contract with a current or former employee, as described in A, B, C, D, and E. The Secretary of State has seconded the motion. Are there any questions or discussion on the motion? All in favor say aye.

Group: Aye.

Governor: Motion passes 3-0. We will move on to Agenda Item 5A. We've completed 5B.

Clerk's Recommendation: I recommend approval.

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

Comments:

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

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

Clerk's Recommendation: I recommend approval.

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

Comments:

C. Department of Taxation

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

Clerk's Recommendation: I recommend approval.

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

Comments:

D. Department of Transportation (NDOT) – Administration

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

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

Clerk's Recommendation: I recommend approval.

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

Comments:

E. Department of Administration – Division of Human Resource Management

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

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

Governor:

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

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

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

Teska: Thank you, Governor. Actually. This is another request from the Department of Administration. This is a request from the interim finance committee contingency account to restore the balance in the Board of Examiners' statutory contingency fund. This is largely related to the ongoing litigation with, I believe it's the city of San Francisco.

Governor: Yes.

Teska: And so we're needing about--we believe we need another \$1.5 million to get us through to this year on those legal expenses. We're bringing this forward now because there are limited opportunities to access the contingency fund, and we don't believe that a supplemental would meet the timelines to make appropriate timely payments to the--to our outside counsel.

Governor: So does this bring us just simply current, and is there any cushion in case something else happens?

Teska: We have done our best to estimate what we believe the expenses are going to be for the rest of this year. I will say that there are a couple of other contributing factors, not just the litigation in this case. There are also issues with post conviction relief in the public defender's budget. We believe that that's also been a significantly high dollar amount. It's been--I believe it was over \$600,000 in 2014. We're anticipating a similar amount needed from the statutory fund in 2015. We're going to hedge our bet on this, and also submit a supplemental appropriation for them to be able to get additional funds directly into their account, which will give us a little bit of

wiggle room. We're trying to be cognizant of the fact that there isn't a lot of money available in the IFC contingency account.

Governor: Understood. And then my next question, I don't know if it's for you or for the Attorney General, but before we pay these, these fees seem really high, and I'm hoping that we're going through the line item bill that we're received from this law firm, to ensure that we're not getting billed for four partners and three junior partners and three associates and four paralegals and those kind of things. So hopefully, we will make sure that all that billing is fair.

Teska: Yes. And Linda Anderson, who is overseeing the litigation, is in the South, but I can tell you this. As you know, it's litigation in California. We've been dragged into a California court. We need California attorneys who are barred in California to represent us there. Because it is a class action and we are challenging jurisdiction, in California, unlike in Nevada, when there's a jurisdictional issue, there's pre-discovery.

Governor: Mm-hmm.

Teska: So there was a lot of discovery that took place at the front end of this litigation that normally you would not see in Nevada. The good news is, the discovery is done, so it doesn't have to be repeated again. So those are some of the issues that we're dealing with. We did negotiate with this law firm to get them to come down off of their normal California market price. We are negotiating with them again to try to get some firm commitments from them on maybe putting a cap on a monthly amount. And then we are absolutely overseeing and looking at the bills to ensure--I will say this, this firm has been amenable to working with us to address the fees and try to address the cost with that. As you know, Governor, you never know where the litigation is going to take you.

Governor: Mm-hmm.

Teska: This is a unique one because again, it's Nevada being challenged in a California court and California forum. We want to take every effort we can to protect Nevada and our interests. To the extent that we can work with them and work through settlement, that's always going to be on the table. We'll always try to do that as well.

Governor: Yeah. And I shouldn't suggest that there is something improper in those bills. I just--given all of the money that we pay to outside counsel through the Board of Transportation and other areas, I just want to make sure that we're looking at these bills, and that we're being billed fairly. And as I said, I'm not trying to attribute anything onto this law firm. It's a good law firm. And as we move forward I think it is a good idea to either have a monthly budget, or at least get some idea of a budget because we didn't anticipate that it would be...

Teska: Right.

Governor: ...this high. And I get also that California is different, and when you have that discovery, you have depositions and such, and so it tends to run things up. But moving forward, I think we've got it under wraps.

Teska: Sure. No, I appreciate that.

Cortez Masto: The only question that I do have is, Julia, on the item itself, there was an attachment supposed to be with it, a summary of the current fiscal year's activity and the reserve (inaudible) contingency account. Projected claims is attached. There was nothing attached, so I wasn't sure if there was supposed to be something for not only us, but the public to maybe look at.

Teska: I apologize if that did not get attached. We will get that information...

Cortez Masto: Okay.

Teska: ...to all of you, and make it part of the minutes for the meeting.

Cortez Masto: Appreciate that. Thank you.

Governor: Any other questions with regard to Agenda Item 5A? There are none. The chair will accept a motion for approval of \$1.5 million to replenish the reserve for the statutory contingency account.

Cortez Masto: I'll move for approval.

Miller: Second.

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

Group: Aye.

Governor: Motion passes 3-0. We will move on to Agenda Item No. 6, which is approval to pay cash settlement and NDOT.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

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

Pursuant to NRS 353.268, the Administrative Office of the Courts requests an allocation of \$782,500 from the Interim Finance Committee Contingency Account for implementation of a

Court of Appeals that will be effective January 1, 2015, should Question 1 on the November General Election Ballot be approved and ratified by the voters.

Governor: Justice Hardesty.

Hardesty: Governor, Attorney General, Secretary. The Supreme Court has presented to the Board of Examiners our budget for the first six months of the (inaudible) of approved Court of Appeals. This budget was vetted extensively by the 2013 Legislature, and includes our operating costs for the first six months of operation. I'm happy to answer any questions you may have. It is for a total of \$782,500, which includes the judicial selection costs for the process that is currently taking place for the selection of the new judges, filing of which closes at 5:00 today, coincidentally. So I appreciate the Board's consideration, and I'm happy to answer any questions you may have concerning the operating budget.

Governor: Thank you, Justice Hardesty. Ms. Teska.

Teska: Thank you. In terms of this particular item, since this was a ballot question and was going through the process dating back to the last legislative session, we have accounted for, in the updates that we've given you all along on the status of the contingency fund, these funds were being held aside, and we were accounting for them as essentially expended in the event that the measure passed, so that we would not be obligating these funds when they've essentially already been obligated under the ballot question.

Governor: And Justice Hardesty, there will be a separate submission during the legislative session for the remaining 18 months of that budget period.

Hardesty: Actually, it will be for the next biennium.

Governor: Yes.

Hardesty: For two years. And yes, that has been already prepared and we're refining it. It'll be-- have to make some revisions depending upon who is appointed, but by in large, the projections that we've currently put together are similar to those that were used for the first six months of operation.

Cortez Masto: And Justice Hardesty, that's starting January 2015...

Hardesty: January 5th, yes.

Cortez Masto: ...six months of operation? That's what the money that you're asking for today?

Hardesty: Yes.

Cortez Masto: Okay.

Hardesty: Correct.

Governor: And that would take you through June 30, 2015.

Hardesty: Correct. And the budget for then the next two years would be--has been prepared by our budget office, submitted to the division, and has been also submitted to the legislature for their review and comment.

Governor: Any other questions from Board members? All right then. Chair, we'll accept a motion with regard to Agenda Item 7B, to approve the amount of \$782,500 for the new Nevada Court of Appeals.

Cortez Masto: Governor, I have it as 5B. Do I have it wrong?

Governor: Then I remembered it wrong. You've got it right.

Cortez Masto: Is it? Okay.

Governor: It's 5B. Excuse me.

Cortez Masto: Okay. Yes, I will move for approval of Agenda Item No. 5B.

Miller: I'll move to second.

Governor: Okay. The Attorney General has moved for approval. Secretary of State has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor say, aye.

Group: Aye.

Governor: Motion passes 3-0. Thank you, Justice Hardesty.

Hardesty: Thank you very much. And thanks to all three of your for your effort on behalf (inaudible) appeals. This is really going to be a historic moment, I think, for the judiciary in our state. Thank you.

Governor: Thank you, Justice. Okay. We'll move back to Agenda Item No. 2, which is the approval of the October 14, 2014 Board of Examiner meeting minutes.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

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

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

Governor: Ms. Teska.

Teska: Thank you, Governor. We have requests from--two requests from the Department of Transportation, and I believe the Director and their attorney Mr. Gallagher are here to speak to that. Although it looks like Mr. Malfabon is (inaudible).

Governor: Mr. Gallagher, Mr. Hoffman, good morning.

Hoffman: Good morning, Board members.

Gallagher: Good morning.

Hoffman: As Julia mentioned, I'm Bill Hoffman. I'm the Deputy Director for Nevada Department of Transportation. We're seeking approval this morning for a proposed settlement. This is Item 6A, the claim for lost goodwill in the Wireless Toyz versus State of Nevada case. This is a property acquisition case for Project NEON, and if I could at this time turn it over to Chief Deputy Attorney General, Dennis Gallagher.

Gallagher: Thank you. For the record, Dennis Gallagher. As Mr. Hoffman mentioned, the first request is the settled claim from Wireless Toyz who is a tenant in a property that's being affected by Project NEON down in Clark County. Their claim for loss of goodwill was approximately \$285,000. If we were to go to trial on this and they were to prevail, they'd be entitled to costs and attorney's fees, which would probably take it well over a half a million dollars. We believe that by settling this for \$50,000, we're benefiting the State of Nevada and its taxpayers and certainly NDOT. This settlement, too, will be eligible for federal reimbursement, along with other right-of-way acquisitions related to Project NEON.

Governor: Does this settlement resolve all claims?

Gallagher: It resolves all claims, Governor. I should point out that this company had a franchise agreement with Wireless Toyz that had a territorial restriction on it, and part of their claim was that the franchisor would not allow them to relocate anywhere else in the Las Vegas valley. So in essence, we're putting them out of business.

Governor: Although it was a business that wasn't making money.

Gallagher: No. This is a business model that has suffered the changes in the telecommunications industry.

Governor: Did we submit an offer judgment in this case?

Gallagher: We did not.

Governor: Okay. And you've said that half a million dollars would be our exposure--potential exposure I should say, but we also have our attorney's fees that we don't include in that amount as well.

Gallagher: That is correct, Governor. All in, if we were to go to a trial on this matter, the state's expenses would be closer to \$600,000, in my opinion.

Governor: Okay. And you feel that this settlement is in the best interest of the state?

Gallagher: Yes, I do, Governor.

Governor: Questions from other Board members? I'm going to take both of these together, so why don't we go on with the second item.

Gallagher: The second item is also a proposed settlement for a property that's being impacted by Project NEON. This would be a total take. It's a piece of property that owned by the Smith Family Trust. On the property the trust operates a business under the name of Times Printing. NDOT's initial appraisal for the property, the real property and the building, was about \$570,000. The land owner's appraisal came in at about \$1.1 million. What NDOT is requesting, it had already deposited the \$570,000 into the court. NDOT is requesting authority for an additional \$900,000, which would take it up to a little over \$1.4 million.

That would encompass both the acquisition of the real property, and building, and any relocation claims that the property owner would make. This particular property owner has alleged that the department has, in essence, inversely condemned her property going back to 2006, which if she was able to convince a jury of that, she would be entitled to damages plus interest from 2006. In addition, she has an estimate that it'll cost her approximately \$1.2 million to move the equipment, and find a suitable replacement property. As this is a printing company, it has special needs for electrical and air conditioning in order to keep the equipment and the building at a certain temperature.

We believe that that is excessive, but all in, we believe her claim would be well over \$3 million should she prevail in front of a jury. Given that we estimate that this would be a five-to-eight day jury trial, this would be another case that should the plaintiff prevail, including state's costs and attorney's fees, we would be looking at probably \$3 million to \$3.5 million. So we believe that...

Governor: On top of the \$3 million...

Gallagher: No. No. All in, Governor.

Governor: Okay.

Gallagher: I'm sorry. So we believe that this additional \$900,000 will benefit the taxpayers by resolving any uncertainties associated with this claim, and get the property now for Project NEON, and allow this individual to move their business operation elsewhere in Clark County.

Governor: And just doing really rough math, that's about \$2 million less than what the potential exposure could be. And then how long of a delay would it be if we were going to go to trial on this case?

Gallagher: Trial court would--we had a trial date, I believe for this, Governor, late in 2015. And then of course, if anybody appeals it, recognizing Justice Hardesty was here earlier and we now have a court of appeals, our current experience with appeals pending before the Supreme Court, two and a half to three years.

Governor: And what does that do to the certainty with regard to the completion of Project NEON?

Gallagher: Well, we would acquire possession of the property. We just wouldn't know how much ultimately we would pay. And I should also point out to the Board that the acquisition of this property will also be eligible for federal reimbursement for right-of-way acquisition in conjunction with Project NEON.

Governor: But that interest clock continues to run (inaudible).

Gallagher: It continues to run, and costs continue on both sides.

Governor: And you believe that this settlement is in the best interest of the state?

Gallagher: Both NDOT and the Attorney General's Office believe that, Governor.

Governor: Thank you. Questions from other Board members? Anything further, Mr. Gallagher or Mr. Hoffman?

Hoffman: No, sir.

Gallagher: Thank you for your time and consideration.

Governor: Thank you very much.

Hoffman: Thank you.

Governor: No--and I do want to compliment you on the materials that you've provided. They're very thorough, so it's very helpful. And I know some of my questions are redundant, but I think it's important for purposes of the record to...

Gallagher: Absolutely, Governor.

Governor: ...put that out there. So, in any event, hearing no further questions, the chair will accept a motion to approve the cash settlement as described in Agenda Item 6A and B, the first in the sum of \$50,000, the second in the sum of \$900,000.

Cortez Masto: Move for approval.

Miller: Second.

Governor: Attorney General has moved for approval. The Secretary of State has seconded the motion. Any questions or discussion on the motion? Hearing none. All those in favor please say aye.

Group: Aye.

Governor: Motion passes 3-0. Thank you, gentlemen.

Hoffman: Thank you.

Gallagher: Thank you.

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

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

The department requests settlement approval in the amount of \$900,000 to resolve an eminent domain action to acquire commercial real property owned by Smith Family Trust, et al., and is

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

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

Governor:

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

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

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

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

Governor: Agenda Item No. 7, approval of land exchange. Ms. Teska.

Teska: Thank you, Governor. This is an item we don't have on the Agenda necessarily every meeting, the proposal for a land exchange between some private Nevada citizens and the Department of Corrections with (inaudible) State Lands acting as our agent in that. And I believe Mr. Donohue is here if you have any questions.

Governor: I don't. It's pretty straightforward, and it works well for both parties. Any questions from Board members? All right.

Cortez Masto: I move for approval.

Miller: Second.

Governor: Attorney General has moved for approval of the land exchange that is described in Agenda Item No. 7. The Secretary of State has seconded the motion. All in favor please say aye.

Group: Aye.

Governor: Motion passes 3-0. We'll move on to Agenda Item No. 8, extension of a Victims of Crime claim.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

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

A. Department of Administration – Victims of Crime Program

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

Governor: Ms. Teska.

Teska: Thank you, Governor. This was a request to extend the dollar amount for a catastrophic claim under the Victims of Crime Program to the maximum allowable amount. And I believe Mr. Nicks is down in Vegas if you have any specific questions.

Governor: Mr. Nicks, you're welcome to provide any comments. I don't know if I've seen a more justifiable case that we need to approve, but if you have any comments, please feel free to share them.

Nicks: Well, I think your comment really shortens the amount of comments I have. This is clearly a serious, catastrophic injury. The legislature allowed us to cap claims at up to \$150,000. We've paid close to \$100,000 on the daily care for Aldon who requires 24-hour care. We need your consent to extend that an additional \$50,000. That money will be paid in weekly increments to pay for the 24-hour care for Aldon until those funds are exhausted.

Governor: Thank you. Questions from Board members?

Cortez Masto: Nope.

Governor: Okay. Chair will accept a motion to approve the payment of an additional \$50,000, as described in Agenda Item No. 8.

Cortez Masto: Move for approval.

Miller: Second.

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

Group: Aye.

Governor: Motion passes 3-0. Thank you, Mr. Nicks.

Nicks: Thank you.

Unidentified Male: This is (inaudible) right there for the motion. Thank you.

Governor: Thank you, sir.

Unidentified Male: Appreciate you time.

Governor: And thank you for being here.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

Governor:

***9. FOR POSSIBLE ACTION – LEASES**

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

Governor: Agenda Item No. 9, leases. Ms. Teska.

Teska: Thank you, Governor. There are (inaudible) leases. There are two on the agenda for your consideration, both with the Department of Employment, Training, and Rehabilitation in the Employment Security Division. We'll take any questions if you have any.

Governor: I have none.

Cortez Masto: I have none. I'll move for approval.

Miller: Second.

Governor: The Attorney General has moved for approval of leases number one and two, as described in Agenda Item No. 9. The Secretary of State has seconded the motion. All in favor please say aye.

Group: Aye.

Governor: Motion passes 3-0.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

Governor:

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

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

Governor: Ms. Teska, we'll move on to contracts.

Teska: Thank you, Governor. There are 30 contracts for action by the Board today. Among those, I believe, we would like to hear testimony on contract number one, which is the Attorney General's office, contract number 10, which is Department of Health and Human Services, Welfare, and Support Services, and contract 30, which is the Deferred Compensation Committee. Any other items?

Governor: I'd like 29 as well, please, which is NDOT. Board members, do you have any other contracts you would like...

Cortez Masto: No contracts, but a question on a contract...

Governor: All right.

Cortez Masto: ...which is Item No. 30. I do have deferred compensation, want to declare that. So how does that affect my ability to rule on that particular Agenda item?

Unidentified Female: Thank you, Attorney General. This is something you're going to have to decide, but the rule, the test that we look at is whether it's a gift or a loan or you have a pecuniary interest, or have interest to a person to whom you have a commitment in a private capacity. So if you determine one of those, then you can determine if you want to actually abstain or just disclose that pecuniary interest or...

Cortez Masto: Which, by saying that I have deferred compensation, that discloses it, but I'm still able to vote?

Unidentified Female: Yes, if you don't feel you'll be biased in making the decision today, you can just disclose rather than abstain.

Cortez Masto: Okay. Thank you. That's the only question I had.

Governor: All right. So let's commence with Agenda Item No. 1, which is a contingency with Lewis and Rocha. And I'm just looking for--is this--I've not seen one of these before come to the Board of Examiners.

Teska: They rarely do.

Governor: Mm-hmm.

Teska: We do bring them to the Board, but very few of them. And this is--I know in our--here he is. Thank you. So this is what we call a contingency fee agreement, and the goal here is we have support from outside counsel to support us in this particular litigation. Outside counsel will only receive fees and costs if we are successful in that litigation. For purposes of our office and because this is a unique situation, my office and my attorneys, and they can talk to this, were very specific about the contract and what goes into this particular contract and the oversight the office has with these attorneys and the terms in this particular contract.

Klomp: That's correct. Part of the issues with the contingency fee is whether or not...

Governor: And if you would just identify yourself.

Klomp: I'm sorry. Wayne Klomp with the Nevada Attorney General's Office. And with me is Val King from the Division of Environmental Protection.

King: Good morning.

Klomp: Part of the issues with the contingency fee agreement are whether the Attorney General's Office retains complete control of the litigation, and this agreement, the Attorney General retains complete control of the litigation, as well as whether to settle and what that settlement would look like, including injunctive relief. And if that were the case, then the contractor would not receive payment unless there is a monetary award received.

Governor: And what's the nature of the litigation?

Klomp: Basically, the state has a petroleum fund, which allows service stations to recover a portion of their costs if there is an oil spill or if they have a leaky underground storage tank, they can petition the fund for payment. The state believes, and the contractor believes that some of the service stations are receiving recovery from their insurance carriers, as well as from the petroleum fund. So any action would be to recover the petroleum funds where insurance proceeds were already paid.

Governor: So was this a case that you've been looking to do, and there was an outside counsel with this expertise to be able to accomplish it?

Klomp: I am not familiar with how the state came to know about this. I believe, actually, the outside contractor came to the state with that information.

Governor: Okay.

Unidentified Female: Yes. I can tell you, Governor, this is a case that--this type of litigation we've been aware of, and we've been working with the client on our concerns. And because of the nature of it, and there is expertise by outside counsel in this particular case who is very familiar with this type of litigation, we thought it would be prudent, in the best interest of the state, to bring them in as support with our litigation.

Governor: What is your estimated amount controversy? Do you know?

Klomp: I don't know the amount. In fact, there's going to be an initial, I guess, research project to determine what the defendants would be, as well as the potential amount. I could put a number on there, but it would be really just a guess.

Governor: Yeah. And I don't want you to guess. You've negotiated a contingency fee of 17%.

Klomp: That's correct.

Governor: I wish we could do that on a lot of other contracts. That sounds like a favorable amount for contingency fee. So I have no further questions. Thank you. That takes us to number 10, right Ms. Teska?

Teska: Yes.

Governor: Okay. Good morning, Mr. Fisher.

Fisher: Good morning, Governor, members of the Board. For the record, Steve Fisher, administrator for the Division of Welfare and Supportive Services. I have with me this morning, Deputy Administrator, Naomi Lewis. This contract you have before you is a contract amendment to the (inaudible) Consulting, LLC contract for the eligibility engine project. If we go back to May, there was a decision made back in May to transition from a state based marketplace to a supported state based marketplace. And what that really means was a lot of heavy lifting on the welfare side with regards to system changes and so on and so forth, to make that happen.

So we had a short window of opportunity to get that completed--all of that work completed. As we were going through that work, we identified some additional work that needed to be done with regards to improving productivity for our workers. So these are change orders that we could not get done in that time frame and still meet the open enrollment beginning this weekend, so we push...

Governor: Well, I'm going to ask about that.

Fisher: So we pushed them off into a phase two. So there's two worker productivity improvements, and then there's one major one, which is we had a security assessment done that

identified critical security issues that needed to be resolved. We've resolved all those critical issues so we can stay connected to the federal hub. However, there are some non-critical issue that still need to be resolved in order to continue to be connected to the federal hub. So that's also in this change request, or the amendment to this contract.

Governor: Okay. Can you translate for me what improved worker productivity means and how that...

Fisher: Well like, for example, one productivity gain would be as a requirement of the Affordable Care Act is you have to have a call center. The call center has to take applications over the phone, for example. Well, it would nice to have a tool for those on the phone in our call center to be able to electronically enter that right into the system. So, to start with we're not going to have that available, but we will have that available to them soon thereafter. So that's just one example of the productivity gain.

Governor: And what is soon thereafter mean, week, months?

Fisher: We're looking at--we're looking at months. So we're looking at the end of January to have that rolled out.

Governor: Okay. And then while you're here, Mr. Fisher...

Fisher: Yes.

Governor: ...perhaps you're not--I know you're not running the exchange anymore, but Saturday is the big day, correct? And are we...

Fisher: Saturday is the big day. We've hit three major mile--we have three major milestones, two of which we have hit already, one is November 3rd. We rolled out the Nevada Health Link new landing page. Monday, we rolled out Access Nevada, which is the web application that individuals can use or will use going forward to apply for Medicaid. So that rolled out Monday, going very well. We have over 2,400 people who have created new logins, and we have over 650 applications that have been submitted. So, that's working well. Friday is when we push the remaining stuff out to a production environment so we're ready for Saturday's open enrollment, and we are ready.

Governor: Mm-hmm. So it looks good? I mean...

Fisher: Looks good.

Governor: Anything we should know?

Fisher: Nothing you should know about.

Governor: A lot different than last year?

Fisher: A lot different than last year.

Governor: A lot better than last year?

Fisher: A lot better than last year, yes.

Governor: All right. Well, that's good news. That's what I wanted to hear, and I appreciate all of your hard work on this. I know being a little bit flip here today, but there's a lot of time and effort by a lot of people that have gone into this since the close of enrollment earlier this year and today. And I know I've pushed really hard to get this done, but it's not just for me, it's, you know, for the people of the state to be able to have access to a system that works, that will serve them well. I was hopeful that we've learned a lot of lessons from what happened last year and this year, and that we have. I know that you've really put your heart and soul into this and everyone involved. Please pass on my thanks for you doing that.

Fisher: I will. Yes, I will. Thank you, Governor.

Governor: Any questions from Board members? Thank you very much. 29, Ms. Teska?

Teska: 29. Yes. Department of Transportation.

Hoffman: Good morning again. For the record, Bill Hoffman, Deputy Director for NDOT. Number 29. As I'm sure you're aware, the Board of Examiners approves all NDOT agreements that deal with railways or urban transit projects, and this one in particular is a continuation of services that Washoe County provides within Washoe County. Essentially, it's a pass-through program, so it's 95% federally funded. To my knowledge, there are no state gas tax funds involved in this. The match is being provided by the local agency, but NDOT serves in a stewardship capacity. So the federal funds flow through NDOT to the local agency, and then, of course, we need a cooperative agreement to track all of that, so.

Governor: No, and I'm not questioning the contract whatsoever. I was just curious as I went through this, how is the utilization? Do you have any idea?

Hoffman: Governor, I don't, but I would be more than happy to collect that information from Washoe County RTC and give you statistics and data. I'd be more than happy to come back and share that with this Board or the Nevada Transportation Board.

Governor: You don't need to come back. If you could just submit it.

Hoffman: Sure.

Governor: I was just curious if folks are actually taking advantage of it because it's a great service.

Hoffman: Right. Well, I'd be more than happy to do that, Governor.

Governor: All right. Thank you.

Hoffman: Okay. All right. Thank you.

Governor: Let's move on to number 30, Ms. Teska.

Teska: Thank you, Governor. I believe Mr. Sisco who is chair of the Deferred Compensation Committee is also here to address this issue. We have Greg Smith from the purchasing division-- administrator of the purchasing division is here for any questions on the process. This is the contract (inaudible) to become the record keeper for our deferred compensation plan.

Governor: All right. So, you've heard the public comments. There are many questions with regard to the process that has brought us to this point. So I'm not sure if it's Mr. Smith or Mr. Sisco who can basically walk us through what happened because I want it clear for the record what has gotten us here.

Sisco: Do you mind if I start?

Unidentified Male: No, please.

Sisco: Okay. Governor, members of the Board of Examiners, for the record, my name is Scott Sisco, and you all know me in my day job as the Deputy Director for the Department of Corrections over fiscal support services. But I'm also an appointee to the Deferred Compensation Committee, and currently, I am the elected chairman of the committee. As you all will recall, a couple of years back we had an RFP out on the street at the time that a major change took place within the committee. That law had kicked in that said a person can't serve on two different boards or committees at the same time. So three of the five members exited the committee, and three new members came onto the committee.

The three new members, I being one of them, were immediately bombarded with lobbying and concerns from participants that the RFP that was put out on the street did not reflect what their concerns were, and what their preferences were, and things like that. Unfortunately, it takes a little while to get up to speed on this type of a program, and the RFP was released. As the months went by and we got up to speed, we had more and more concerns about it. At that particular time, we had a brand-new DAG assigned to the committee that was somewhat inexperienced and I think also struggling with a committee that was in turmoil.

Ultimately, on the day of the actual decision, if you will, there was what's called a Best and Finals Presentation. These particular RFPs go down in two pieces. The first one is where we meet behind closed doors and we score the services to be offered and the fees, and then we bring back the finalists to what's called a Best and Finalists Presentation where they give us their best offer, usually a sweetened offer on both services and everything.

My understanding of what occurred at that particular meeting, and I have to say it that way because I was tied up with some Department of Transportation work at the time and I didn't get in until the very end, my understanding of what occurred at that particular time was the scores went up on the screen in the public meeting. At that point in time, what we've come to know as evaluator number three looked up, saw the scores, said, "oh, that reminds me, I meant to adjust my score and I meant to make this change." The chairman at that time said, "oh, that reminds me, I meant to do the same thing," and it flipped. And MassMutual who had been first became second and ING became first. The first vote to...

Governor: Let me stop you.

Cortez Masto: Which meeting are we talking about, the (inaudible) or a previous one?

[Crosstalk]

Unidentified Male: Keep in mind, this is the first RFP. (Inaudible).

Sisco: Right. And I'm just trying to bring you up to speed.

Governor: Mr. Smith, you'll get your chance. So, Mr. Sisco, let's take us through slowly what happened there. You are the fastest talker on the planet. So someone's got to record this, by the way, so slow down a little bit and take us through, suddenly the numbers appeared, and two of the individuals said, "oh, I've got to..."

Sisco: "Got to change mine."

Governor: ...change mine."

Sisco: And again, I wasn't at this actual one, but I've gone back to different--or I didn't make it until right after that happened. I've gone back to numerous participants, and that's what I've been told happened is that the scores...

Cortez Masto: And would you cite the year? That might help us keep this all in perspective, that we're not talking about the most current...

Sisco: 2012.

Cortez Masto: 2012.

Sisco: 2012. So the first vote then at that time was made by--or the motion was made by, again, the person that we've come to know as evaluator number three, made the motion then to adopt a contract with ING. The chair at that time seconded the motion. The vote failed on a two-to-two vote. At that particular time, it happened to be that I just walked into the room because I had finished accompanying the department--or my transportation duties at that day. I walked into the room, the chairman asked me to come up to the table, and discussion ensued. Ultimately,

another motion was made to go with MassMutual. The motion was seconded, a vote was taken, and the vote passed three to two.

However, it was immediately clear, and even though I was part of that motion, it was immediately clear that we had problems, that the vote--the RFP, it was not in accordance with the RFPs that we had on the street at the time. We had some very--or I'm sorry, the regulations that we had on the street at the time.

Governor: Let me back up. Was that discussion on the record that you had when you walked in the room?

Sisco: Yes, it is.

Governor: Okay.

Sisco: Yes, it is. As a matter-of-fact, I tried not to go up there, and the chairman dragged me up to the front anyway because I hadn't been there for the Best and Finalists Presentations. But it was at that time that your office provided us with a more experienced Deputy Attorney General, (inaudible). We met, and it actually took two more votes after that time to repeal that RFP. And again, the primary concern was that RFP for one vendor was in direct conflict with our regulations that said, we will choose two or more vendors. So we were able to pull that RFP. We then...

Governor: And let me just--I want to stop you so that I have this. So, I apologize for interrupting. So the sole reason for pulling that was because you only chose one entity rather than two?

Sisco: I can't say that's the sole reason. No, I cannot. That was one of the primary reasons that--there was no question that it was in conflict with our own regulations, the program (inaudible) regulations.

Governor: Was there any issue associated with the evaluator seeing those scores up on the screen before they...

Sisco: I do not believe so, but there were certainly issues regarding whether there was bias or there wasn't bias. And, you know, I have to admit, from my standpoint, as a brand-new member, I was very concerned because I was hearing from participants that the RFP didn't reflect what was most important to them. So I would say that probably all five members of the committee, at that point in time, probably over compensated in regards to trying to take care of everybody's concerns. The other thing that happened...

Governor: What do you mean by saying they over-compensated by taking everybody's concerns?

Sisco: You end up in a bid like this with seven or eight measurable things that you can give points to, well, you have this thing, the general account in particular, that you know that's important to the participants, but doesn't fit into these categories. So you try to adjust your scores to make sure that it's compensated for. It's not right because it shouldn't have been done, but it wasn't out there in the first place.

The other problem with it--and the other issue that we had, and I mentioned that we had a fairly brand new DAG at that time, during these discussions that led up to this evaluation, the three new members kept raising this concern, well, we don't understand, how are we going to fit in this account that seems to be so important to these new participants. And her response over and over again was, "Don't worry, at the end you can vote for who is ever in the best interests of the participants. You just have to have a reason." Well, again, ultimately that was determined not to be true.

So ultimately, we did get it polled. I think that's about the first time I came before you for the comp committee. We polled--during the past year, we've gone in, and we've cleaned up the regulations. The regulations now say that we will choose one or more vendors. The regulations now say that we will use state purchasing.

Governor: And when were those changes to the regs made?

Sisco: This last summer...

Governor: 2013.

Sisco: Yeah, the 2013 summer. And we had public hearings. And I do have to say, during the public hearings and during the planning meetings for that, all of the parties that you've heard from were in support of going in that direction, so.

Governor: Going in what direction?

Sisco: Using state purchasing, the regulation changes that we're making, all of those different things. So...

Governor: And when you say, all of the parties we've heard from, are you talking about Voya and MassMutual?

Sisco: Yes.

Governor: Okay.

Sisco: Yeah. So Governor, if I could make a statement about the contract, and then I think there's still some information you need, and I'd like to provide that. So if I can go to my statement here...

Governor: So now essentially, and if I characterize this wrong, correct me, but you've got, for lack of a better term, very unartful term, but a do over in terms of who you're going to choose for this. It's going to come back before the committee under a new reconstituted set of regulations.

Sisco: That is correct.

Governor: Okay.

Sisco: Okay. Okay. Let me give you the official--there's two parts--I'm struggling here today because I have two roles to play. One is I have a role as the chairman of the committee to fulfill the committee's direction, and the other one is making sure you get enough information to make your decision.

First, as chairman of the Deferred Compensation Committee, the contract you have before you, as moved forward by the committee, improves upon the current level of services and fees for participants in the program. The fees paid have been lowered as a result of this latest bid. Interest rates to be paid on the general account provides a guaranteed minimum rate in each year of the contract at a rate that's greater than any local bank is currently paying on standard savings accounts, while at the same time protecting the principle, an aspect extremely important to the retirees and/or about to be retirees. Voya has provided additional guarantees of service levels, guarantees that provide for direct payment to the program if those levels are not met, including a guarantee of overall participation growth, which increases the book value of the business for future RFPs released by the program.

Voya/ING has included in their bid to plan for a new branding of the program, an enthusiasm that Voya brings to growing the program, seems to back their promise. You've received information about this contract resulting in loss of choice for participants. The fact of the matter is, today's record keepers for deferred compensation programs are pretty much just that. Their primary responsibilities are to receive payroll deferrals, place those dollars into the funds or accounts offered by the program, and selected by the respective participant, provide the participant quarterly reports of their accounts, and ultimately provide disbursement to the participants when they reach that phase of their life.

The record keeper is specifically prohibited from a relationship which provides counseling participants as to how to invest their funds. The committee retains an investment consultant that provides for fund selection. Programs across the country have found that they get a better bid, meaning lower fees and higher guaranteed interest rates, when the entire book of business, all of the participant accounts, are bid out to a single record keeper. And the fact is, this bid did just that and substantially reduced fees as a result. NDC participants will save a minimum of \$277,000 annually with this new single provider bid.

Prior to moving to a single provider, the committee surveyed the participants, both active and those that have left or retired from state service, and of the 1,521 respondents, 41% responded one record keeper, 36% responded two or more, and 23% had no opinion. Some might say, so what, if participants what to go with a smaller company and pay higher fees, that should be their

right. Well, if it was just that simple, but it's not. The fact is, it's the total book of business bid out to a single record keeper that results in lower fees for all participants. So having multiple record keepers costs participants from both record keepers more.

Finally, as you may recall the last time I was before you regarding the retracted deferred compensation program record keeper contract, I informed you all that the participant was going to update his regulation, clarifying the bidding process that was used. And basically, I just repeat there that again, we had workshops, we had planning meetings, and they were all there. Now having said that...

Governor: And did you draft that, Mr. Sisco, what you just read?

Sisco: Yeah. This was my presentation, but I kind of changed it because we kind of went off in different directions. The second part of this is, again, I've carried out my duties as the chairman. I do personally have some concerns because I don't feel that you all have gotten all of the information that you needed to make this decision. The fact is, there's been a claim that one evaluator was biased. What you don't know, because the attorneys didn't know from either one of the other two companies, was immediately upon finishing that particular meeting, the Best and Finals meeting, where we scored behind closed doors, I went back to my office, I picked up the phone, I called state purchasing, and I called my DAG. I said, "I'm very concerned about what I just saw, five of the six evaluators did a very good job," and you can kind of tell because they're very close in their score wise. One of the evaluators was several hundred points apart, and in particular, he changed scores on items--today, he raised one company up and he lowered another company down for items that did not come back before us.

And what I mean by that is, we specifically asked these folks to come back for best and final offers, and asked them to concentrate their presentations on three things, on the best fee they can give us, the best interest rate they can give us, and how many technicians or representatives that they would give us, those three things. This particular--so that should have affected about three of the six things that you could score on. This particular evaluator went in and, like I say, basically raised one company up on everything, lowered another company down. The reason I say that is because it's on the record, and why the lawyers didn't know it up until now, ultimately in a deposition it would come out. The second thing that I should...

Governor: Let me stop you there because that's a really important point, Mr. Sisco, and I appreciate your candor. When that evaluator changed the score, did that evaluator already know the math, and how much the score needed to be changed to change the outcome?

Sisco: All I can say to that is that we all knew what the scores was and what the difference was between the two--actually the three. When we left the first meeting, we knew what they were. Therefore, going into the second meeting--I don't know. I mean, is it possible that he could've quickly--I can't answer that, whether or not he could...

Governor: But you knew, you and the others on this committee...

Sisco: Right.

Governor: ...knew what the scores were prior to that final presentation. And I think what I heard you say is that scores were changed on three categories that had nothing to do with what the final presentation did.

Sisco: That is correct, and that is one of the concerns that I raised when I made that call to state purchasing. And again, I was hoping that if there was any possibility that it could be looked at so that--because this was my biggest fear was that we were going to go through the same thing all over again, but apparently there's not a mechanism. I did receive a phone call back the next day from--I can't remember if it was that afternoon or the next day, from state purchasing, and what I was told was, "You are correct. The scores that that evaluator did change--did in fact change the outcome of the bid. We have checked with our DAG, but our DAG has responded that he will have to explain that if this goes to appeal." Having then certified that agreement then, the committee had its Monday morning meeting, our committee, the Deferred Compensation Committee, and having basically been given no choice but to go with the high scorer, we voted to move the contract forward that you have before you today.

Cortez Masto: Question.

Sisco: But the reason I brought that up just is because I was concerned that there is enough...

Governor: Let me ask one question, and then I'll go to the Attorney General. How often does that group meet and deliberate on different contracts? I mean, was this a pretty isolated type of situation, or does this happen all of the time?

Sisco: No. The committee meets quarterly, as required by statute, just for normal committee business and program business. But in a year in which we have an RFP out on the street or we're seeking a new investment consultant, we might have anywhere from two to three additional meetings as a result of those particular things.

Governor: I guess, let me be more specific. Where I'm going is, so do you have contract--is this a unique circumstance? I mean, you went back and said, "wait." This kind of concerned you, and that's why you went back and made those phone calls. Was this something unique that you hadn't seen before?

Sisco: No, it's not that that was unique that I had seen before, but I had lived through the last 24 months. And I think as Mr. Abramowitz mentioned earlier, we had some rather heated discussion in the committee regarding perceived bias and other issues. And my concern and the reason I made that call is I just saw a repeat of the last thing happening...

Governor: And was this the same evaluator in 2012 that had changed the score on the one you're talking about?

Sisco: That is--yes, that (inaudible).

Governor: Okay. And Madam Attorney General, you had a question.

Cortez Masto: I do. So the evaluator that changed his score, was he not following the rules?

Sisco: No. That is the one thing I did learn from state purchasing is that once the scores were reopened, he had the ability, and he had different knowledge of his own, he had the ability to go in and adjust scores as he saw fit.

Cortez Masto: So the process allowed any scorer to go in at a certain period of time and adjust if they--based on information that they had.

Sisco: Right.

Cortez Masto: So he wasn't doing anything wrong and not following the process.

Sisco: No. No, he hadn't.

Cortez Masto: Okay.

Chesney: And I'd just like to--Shane Chesney, Senior Deputy Attorney General. Governor, back to your question. The committee we're talking about is actually the review committee under purchasing, and so to your question, is this unique, yes it is. This group had never been together before other than to select a new provider. So we have two committees here: the deferred compensation committee, which does meet regularly; and then we have the selection committee, which is a statutory creation of purchasing, which actually had a member of the (inaudible) Board on it. So yes, they are unique, and it is not an annual or regular meeting.

Governor: Why would somebody change their score in categories that weren't even presented in that second meeting?

Sisco: Again, that's what raised my concern, and that's why I made the phone call I did. One in particular really jumped out at me that I did not believe could be explained, and what my hope was is that there was a mechanism for a quick look at that so that they could maybe do something before we ended up here today, and that particular one was financial stability. There was--and keeping in mind that all of the information from the first meeting had been taken from us, so we had no new--we had no information other than what was in the Best and Finalist positions. The financial stability of the two companies absolutely did not change between the first meeting and the second meeting. So to raise one and lower the other was one of the things that really jumped out at me and made me make the phone call that I made.

Unidentified Male: I would just like to point out, though, all that being said, it was reviewed by purchasing, okayed by purchasing, and furthermore, it went to an appeal officer who said there was no violation (inaudible).

Governor: Well, we're getting to that. We'll get to that because I have some issues with this order as well. So Mr. Sisco, you were about to pivot to a second issue before I interrupted you. So you said, I have another thing I wanted to cover.

Sisco: Well, this was kind of it. Like is said, from the chairman point, it is a good contract, it will serve the participants well, and everything else. But my second issue is I feel that you all need to know what the risk is. We're down to risk analysis now, and in my mind, there's a potential two or three years down the line, for the lawsuit to finally hit the courts, and a court or a jury to agree that, yep, you know what, they were harmed, so you need to make the whole...

[Crosstalk]

Cortez Masto: Hold on for a minute. Let me just address this because I am getting--there's so much information, and let's categorize it. Mr. Sisco, I appreciate you being concerned about litigation for the state, but I'm not sure that's your role right now. Your role is to help us understand what happened through the selection process. And one question I'd like to know is, the fact that you did have questions about this one evaluator and the particular area that he changed the category on, did you ask him why he made these changes? Did anybody talk to him and ask him what happened or why he decided to make that change that you felt might be inappropriate?

Sisco: No.

Cortez Masto: Okay.

Sisco: Again, my perception of that came--and again, it's kind of--those are kind of refereed, if you will, by the person from state purchasing and whatnot. And believe me, I'm not throwing state purchasing (inaudible). They did a wonderful job on this, and it was very difficult, I think, for them all the way through and stuff, but they did an absolutely superb job on it and everything else. But my biggest concern, it was an overall thing. I just--like I say, when you're sitting through that for hours and hours and hours, and all of the sudden, like I said, five people are all here and one person's over there, you just start scratching your head. And having lived through the first go around--and the reason I shared the story (inaudible) because I do think that ultimately they get tied together.

Cortez Masto: Sure. And I absolutely understand that concern. So was he the only one that made changes at that time? Nobody else made any other changes...

Sisco: Oh, no. Almost...

Cortez Masto: ...to their score.

Sisco: Because of the fact that both parties came back with better bids and everything else, almost everybody jumped in and made changes.

Cortez Masto: So everybody else made changes at the same time that this individual made changes?

Sisco: Yes, that's correct.

Cortez Masto: Okay.

Governor: But did they make changes in the same categories he did?

Sisco: No.

Governor: Okay.

Unidentified Male: Madam Attorney General, I'm not the Purchasing Deputy, but to answer your question, I believe Ms. Perondi will state that the members of the selection committee were instructed not to talk to each other about anything. So nobody would have properly asked this person why they changed their answers other than possibly Ms. Perondi, but (inaudible).

Governor: So, let's go to the next step. So this outcome--does that complete all your presentation on that piece about what happened there?

Sisco: Yes, it does.

Governor: Okay. So maybe this moves away from you now. So that decision was made. MassMutual...

Cortez Masto: Actually, I do have one follow-up question.

Governor: Okay.

Cortez Masto: Since you are the chair of the committee, it sounds like there's a couple of things. You have concerns about how the procedure took place, correct?

Sisco: No.

Cortez Masto: You don't have any concerns about the process or procedure that took place to elect the current contractor?

Sisco: The only thing I...

Cortez Masto: As you sit here right now, do you have...

Sisco: As I sit here right now, the only thing that I wished there would have been in that procedure was a way where if a concern was raised, there was a mechanism for it to be investigated right then and there so that we could say, "you know what, it's not a problem, this is

why,” and move on from it. And unfortunately, there was not a mechanism other than just saying, “well, he’ll have to justify his own...”

Cortez Masto: Okay. Aside from the procedure and mechanism, as you sit here today, do you have concerns about the merits of entering into the contract with the current contractor versus the previous contractor?

Sisco: I don't have any concern with that. I just have concerns with what the participants may be hit with later as...

Cortez Masto: But that's not your (inaudible).

Sisco: Sorry.

Cortez Masto: If I'm not mistaken, you were selected as a group to pick the appropriate contractor to represent the interests of the individuals.

Sisco: Right. And just to show you how unbiased I'm trying to be, my high score was for ING. I was a few points above ING.

Cortez Masto: Okay. So I'm hearing, you don't have concerns about the current contractor that is being picked today on their merits.

Sisco: The contractor itself, I do not have any concerns with them, absolutely not.

Cortez Masto: Okay.

Governor: But it's the process that you're concerned about, how we got here.

Sisco: Process and the results of that.

Governor: Okay.

Unidentified Male: Can I ask a follow-up about that?

Governor: Yeah.

Unidentified Male: On page three, and I assume that you've been provided with the letter that (inaudible) had sent out, signed by (inaudible)...

Sisco: Jim Barnes. Yeah.

Unidentified Male: (Inaudible) suggesting that a runaway evaluator could have skewed the process, which I think is (inaudible) specifically cite to the obligations of the NDC committee, saying that the committee shall act in such a manner as to promote the collective best interests of

the participants in the program. (Inaudible). As you sit here today, looking back on the decision to use the purchasing request, how comfortable are you with the process that you ultimately selected, and you think it meets (inaudible) that obligation to operate in a manner to promote the collective best interest of the participants in the program?

Sisco: Absolutely. Yeah. I mean, again, like I say, there is nothing wrong with the process if everybody, you know, follows what's expected of them and is fair and impartial.

Unidentified Male: So you think the committee did that in the collective best interest of the program and going through the purchasing program.

Sisco: Mm-hmm.

Unidentified Male: You don't have any concerns about how (inaudible)?

Sisco: (Inaudible) at all.

Unidentified Male: Okay.

Governor: So we've reached--the committee has made its decision, there's a--one of the parties is unhappy. That party posts its bond and files an appeal. We heard some public comment that the lawyers met, and it was submitted to a hearing officer, which ultimately resulted in an order dismissing appeal that says, "The hearing officer has reviewed the notice of appeal, and concluded that the issues asserted by MassMutual do not raise a question of the state's compliance with the procedures set forth in RS Chapter 333." There's nothing in here about what we've just talked about today. There's no explanation as to--it's completely a conclusory statement. I have no idea how the hearing officer reached the decision that was made based on my reading this.

Unidentified Male: I appreciate that, Governor. Again, I'm not the deputy for purchasing, but I would point out that that would be the proper forum to address these very issues that we're talking about, and that they weren't discussed, or not in the order, is certainly not the issue before this body. Furthermore, they did not appeal that on judicial review. So, it is a final matter.

Governor: Well, were they able to argue in front of the hearing officer?

Menicucci: Yes, absolutely. All they would have to do is say, "we want to." They had a hearing. We had a hearing set. We met before the hearing, all parties, which could include counsel for ING, counsel for the state, and counsel for...

Governor: (Inaudible) the record, this is Mr. Menicucci.

Menicucci: Yes. I'm sorry.

Governor: It's all right.

Menicucci: Yes. Absolutely. All they had to do is say, “we want to go with the hearing.” But counsel met. We exchanged documents. We told each other what our positions were in the matter, and at the suggestion of MassMutual's counsel, it was decided to present the matter to the hearing officer, to look at the notice of appeal, and determine whether it raised issues upon which she could grant relief. The hearing officer agreed to do that. And one of the advantages to all parties would have been that we would not have gone through the hearing process if it became unnecessary, or we would not have addressed all of the issues if some of the issues could be removed. And the hearing officer concluded, and advised all counsel, that she did not think there was anything in the notice of appeal that was grounds for overturning the contract in this case.

The hearing officer asked me, as one of the prevailing parties, to prepare the order, which I did, and circulate it to counsel. No counsel objected to the form of the order. The order was submitted to the hearing officer. The hearing officer signed it and entered it.

Governor: So they--I mean, the impression that I get from this, you know, after hearing what Mr. Sisco had to say is, so you--the three of you agreed to submit basically on the briefs to the hearing officer. Is that--they waived their right to oral argument, is that what you're saying?

Menicucci: Yes. It was at MassMutual's suggestion. And I should probably note that this was a one-sided presentation. The hearing officer was actually looking at the notice of appeal, written by counsel for MassMutual. We had not gotten to the point of filing our pre-hearing statements, which would have given written opposition to each of those points.

Governor: I'm just confused, given what's led us to this point, that essentially they would say, “never mind.” And can you tell me, because I don't have the statue in front of me, is why there was not jurisdiction?

Menicucci: Well, there is jurisdiction, but the only ground for granting relief, that the hearing officer has, is that the procedures of NRS Chapter 333 were not followed, and the relief that can be granted is to grant the appeal, overturn the contract, and order a re-solicitation of that contract.

Governor: So basically, what this order says, is it was okay for evaluator number three to change the score, knowing what the outcome would be if the score was changed by a certain amount.

Menicucci: That was not raised in the notice of appeal.

Governor: But that's what this says. This says the process was fine...

Menicucci: Yes.

Governor: ...and that it's okay for one evaluator to change his score based on information--or change his score in a category that wasn't even questioned, and there was that secondary submission of information, and that presentation on financial stability wasn't part of--what the

evaluator changed had not been presented secondarily, and that's okay. So going forward, it's okay for somebody to change their score, knowing what the scores were going in.

Menicucci: Governor, Jeff Menicucci again. Three finalists were allowed to make oral presentations to the evaluation committee. After the oral presentations, every single evaluator changed scores.

Governor: But they didn't change their scores in the same categories that evaluator three did.

Menicucci: Well, you had six evaluators, and some of them--none of them changed in all the same categories.

Governor: But Mr. Sisco said that, that evaluator changed scores in areas that the other did not.

[Crosstalk]

Cortez Masto: Governor, actually, can I...

Governor: I...

Cortez Masto: I would like to hear from purchasing because I understand Mr. Sisco is the chair, but actually purchasing keeps all of the statistics, so I would like to know--have your question answered.

Governor: Yeah. Well, I'm just getting clear what this order means from Mr. Menicucci. It essentially blessed the process. It said it's okay.

Menicucci: Purchasing reviewed the process.

Governor: Right.

Menicucci: And evaluators are permitted, under our statutes, to change their scores, which they did. We tabulated those scores. The evaluator that's been questioned, changed three categories for MassMutual, two categories for ING. Other evaluators changed as many scores, at least one changed five scores between MassMutual and ING.

Cortez Masto: But Jeff, you're not answering the Governor's question. The Governor's question is specific. Did--and maybe let's put it this way. The hearing officer apparently found in favor of the procedure that was followed, correct?

Menicucci: Pardon me.

Cortez Masto: The hearing officer found in favor of the procedure that was followed, correct?

Menicucci: Correct.

Cortez Masto: The question that really is appropriate here was, was the issue of this evaluator changing their position presented to the hearing officer?

Menicucci: I don't believe it's in the notice of appeal. I don't think you can fairly find it in their notice of appeal.

Cortez Masto: So this issue of changing your position--the evaluator changing their position, and how they changed it, and what categories they changed it, may have not been even presented to the hearing officer for the hearing officer to rule on that issue?

Menicucci: Not as it's been raised here today, ma'am. What was presented was the fact that an evaluator did change scores, and that evaluator was questioned in his judgment.

Cortez Masto: That was presented to the hearing officer?

Menicucci: Yes. The judgment--they were trying to attack the judgment of evaluator number three. Purchasing's position is that the procedure was followed, that any changes were within the normal range of changes that might occur after an oral presentation, and that the procedure was fair. The place where everyone got to present the merits and arguments and advocates for their position was before the evaluation committee, and three finalists did so. MassMutual, ING, and Prudential, I believe, were the three finalists. And I do not know everything that was said there. I was not present. Kim Perondi is the contract person that was available. And the scores that were changed had been tabulated. And I don't know if the Board of Examiners wants to review them or if it thinks that it would be appropriate, but it's now public information. The scores were changed and the categories. Every evaluator raised ING's scores after the oral presentations. Number three was not out of line in that regard.

Unidentified Male: What did MassMutual argue in their notice of appeal that was violated in Chapter 333, in addition to the one you just mentioned?

Menicucci: I could go through that in some detail. I have a copy of their notice of appeal here.

Unidentified Male: Can you just give us a brief synopsis if you recall?

Menicucci: Their grounds for protest were, they thought they had the better plan, and they were really questioning the panel's judgment on that, and then they argued about their costs and fees.

Unidentified Male: How did they frame that as a violation of Chapter 333, thinking that they had a better plan?

Menicucci: Our position is it wasn't.

Unidentified Male: Okay.

Menicucci: In fact, the complaints made by MassMutual were not that we failed to follow Chapter 333, but that we did.

Unidentified Male: When the hearing officer arrived at (inaudible) at the decision that was ultimately written into the order dismissing appeal by yourself, was there any record made as to the rationale behind the decision?

Menicucci: No formal record was made.

Unidentified Male: Did she have a conversation with you or others about the decision she was going to make?

Menicucci: We did have conversation, all counsel present, with the hearing officer, suggesting at MassMutual's urging, they asked for this first, and we thought it was a good idea that the hearing officer take a look at the merits of the arguments made by MassMutual, and determine if she had grounds on which she would overturn the contract.

Unidentified Male: And then there was a period of review, which she took it under submission, I would assume.

Menicucci: Correct.

Unidentified Male: How long was that?

Menicucci: I could be wrong on this, but it was a couple of days, I think.

Unidentified Male: And how did you learn that she had arrived at a decision after looking at the notes of appeal?

Menicucci: We had a subsequent phone conversation with her at which she told us how she--her decision and asked me to prepare the order.

Unidentified Male: Who was on that phone conversation?

Menicucci: Myself, Stephanie Allen representing ING, and Mr. Barnes representing MassMutual.

Unidentified Male: And what were the hearing officer's representations as to the rationale behind her decision?

Menicucci: She didn't go into a lot of detail that I can recall.

Unidentified Male: Yeah. And so then it was concluded that you were going to draft the order of dismissing appeal.

Menicucci: Correct.

Unidentified Male: Okay. Thank you.

Cortez Masto: And all of the parties agreed that there would not be a record made of the presentations or what was submitted to the hearing officer in any type of manner whatsoever? In other words, there's no transcript.

Menicucci: There would be no further record made. There would be no testimony taken if the hearing officer concluded that it was not something that would cause her to overturn the contract, even on the face of the notice of appeal.

Cortez Masto: So the presentation that was given to the hearing officer at the time, were they written briefs that were just submitted and no oral argument?

Menicucci: The presentation was the notice of appeal...

Cortez Masto: Okay.

Menicucci: ...to the hearing officer. The next step would have been preparation of pre-hearing statements, and each party would have presented those, but we did not get to that point. And so what the hearing officer had in front of her was MassMutual's own notice of appeal and whatever pieces of record that they attached to that.

Cortez Masto: And she did not have anything from the state's position, purchasing's position, or anyone else's position in front of her? She just had the notice of appeal from MassMutual?

Menicucci: That's correct.

Cortez Masto: And that's what she made her decision on?

Menicucci: That's correct. If I could follow up on the grounds stated in the notice of appeal. One was scoring discrepancy, but it was really that the scores were outside of any normal range of deviation.

Unidentified Male: Was there a legal argument made that that violates Chapter 333?

Menicucci: I would say no. That was our position, that it's not a violation of Chapter 333 for an evaluator to have a little different opinion than the others.

Governor: That's not what we're talking about today. Of course they can change their mind, but they had access to everybody else's scores when their mind was changed, and, like I said, there's been some contradictory presentation here. Evaluator three changed scores in categories where additional information had not been presented.

Unidentified Male: MassMutual did complain about a change in the score for financial stability.

Governor: That hadn't been brought back to that committee for consideration. It had been voted on once. There were other categories where they sought additional information, and additional information presented. The other evaluators changed scores, as you say, and was completely fine within the rules and such, but they didn't change them in the categories that were not presented by those subsequent submissions.

Menicucci: All of the evaluators changed some score, I think, except perhaps one criteria. There may be one criteria that was not changed between the two participants--the two finalists.

Unidentified Male: Can I just make a point? The main objection seems to be with the process, either with purchasing's process or with the Appeal and Hearing Division's process. That being said, from a lawyer's point of view and the fact that there was an order that wasn't appealed, and looking at the state's liability on this thing going forward, I would rather defend any potential attack from MassMutual rather than ING who was legitimately awarded the contract at this point. I think the process could be fixed going forward. These are valid concerns, but they have been adjudicated and found to be not a violation of NRS 333. And I wouldn't be the one defending it, but I know if I were, I would rather be defending the MassMutual thing where I would say, you know, "you had your chance, there's no jurisdiction to hear this, motion to dismiss." Going forward, fix these issues so that...

Governor: And how would you suggest--what is a suggestion, and I think there already has been--I mean, the issue here, just instead of going around and around, is the fact that there was one score that was changed that changed the outcome.

Cortez Masto: But did it? I guess that's the question, Governor. I'm not sure it has changed the outcome. And that would be my next question is, is it harmless error? Did the fact that this individual go back and change in categories that probably didn't get, I guess, a presentation on, did that actually affect the overall outcome of this--awarding this contract?

Chesney: Well, anecdotally, I did hear this.

Cortez Masto: Well, hold on. I--actually, Shane, I appreciate that, but I'd like to hear from purchasing who actually takes a look at the numbers and (inaudible).

Smith: Governor, if I may. Greg Smith, Purchasing Administrator. If I thought that the situation was as you describe it, I would be equally as concerned as you. I brought with us today Kim Perondi, who was the purchasing officer for the entire project, to answer some of the direct questions about the individual scoring. If I could just set the table--well, no, I'll let you go ahead because I know you've worked hard at preparing this.

Perondi: Okay. Kim Perondi with state purchasing. I brought with me today (inaudible) a copy of the final score sheet, and then another copy that shows all of the changes that we made. And if

it's okay, I would like to just give you a brief overview of the process that we followed to get to this point and the instructions that were given to the evaluation committee members. So, before the RFP was released, we established the evaluation criteria, which you see listed on the score sheet and the associated weights, which the evaluation committee as a whole, agreed in order of importance with regard to how this would be evaluated.

The final scores--the initial evaluation meeting was a group meeting with all evaluators, an open-discussion meeting, where everyone could voice their opinions, and what they read, and why they're scoring certain ways. My role is to supervise the meeting, and ensure that no one evaluator is intimidating or manipulating the rest of the committee. I didn't feel that that happened, and none of the other evaluators had any comment to that.

We did tally the scores to come up with a ranking to decide who would be the finalists invited to do a presentation. Those scores were disclosed during the meeting; however, at the end of the meeting, I collected everything. No one had any information with them going into the finalist presentations. At the finalist presentation meeting, each vendor was asked to prepare a presentation with some guidelines on what information was to be seen in that presentation, and they were allowed 30 minutes for presentation, 15 minutes for questions and answers. And each evaluator was advised and instructed at the beginning of each presentation, at which time I only gave them the score sheets, their own individual score sheets, so they didn't have access to everyone else's scores, that any of the information presented during that meeting, if it affected their opinion and their scores, they were allowed to make a change to the score.

So the second score sheet you see with the circles on it, shows you that every evaluator made score changes, and multiple evaluators made score changes in multiple categories. There was never any instruction on the limitations of where they could change their scores. It was all subjective based on what they saw in the presentation. Mr. Sisco did bring to my attention, and I can't recall if it was right after this meeting or right after the deferred comp committee meeting approving the selection, but he did bring up to me his concern about Mr. Davey's scores. And by the way, Mr. Davey is down in Vegas if anyone has any questions.

And so I looked at it, and the reason I gave you the first score sheet is to show you what we look at when these concerns come to us. Our role, again, is to ensure that each evaluator is following the instructions that were given to them, and that they are using their own, independent evaluation process consistently amongst the proposals they're reviewing. So when I looked at the scores of all of the proposals and all of the evaluators, the score ranges were all over the place. So it was not one person that stood out here. It was just everywhere. And then as far as the concern of the finalist's presentations and the score changes, I can't say because I don't know the statistical analysis of where the scores were changing and so forth, but anybody to be able to swing that vote would have had to know who was changing what category and what weight was assigned to that category, and none of them had that information in front of them.

I asked Mr. Davey about Mr. Sisco's concerns. I didn't identify you, but just saying raising the fact that there were questions about his scoring, and he was prepared to defend himself and go to hearing. So, I found that the process was solid.

Smith: If I may add just very briefly--Greg Smith, once again, from purchasing. In a bid process where we have specifications and then math, it's very much like grading a math paper. You match up the specifications, you look for the lowest price, relatively simple. I would argue that a RFP process that's designed to produce the best proposal, as the evaluation committee sees it, in professional services is far more like grading an English paper. There is an element of subjectivity in it that I think is just inherent in the process, and so it's why we use a variety of evaluators. Some people tend to score a little high. Some people tend to score a little low. There's a range of different opinions based on experiences and the way they see it.

I think often times unsuccessful proposers find it very frustrating that every evaluator didn't grade their score exactly the same. And again, I would argue, it's much more like grading an English paper than a math paper. But I do concede that when the majority of the people are grading at a B or a B+ or a B-, and somebody grades something a D, that's a reason to look at it. Our concern in the process, we play the role of referee. We have no dog in the hunt as to who is going to get this contract. We just want the process adhered to, and we believe that under NRS guidelines, as they exist today, that was done. Are there areas that could be right for looking at moving forward to try to ensure certain things? Absolutely. We always learn from these things. But I use the phrase, "Don't let the perfect be the enemy of the good." I think that while there may be areas that can be looked at moving forward, this process is defensible.

We've actually looked forward--we never look forward to going to a protest, but we looked forward to having the opportunity to have both sides present their case, cross examine, give evidence, give information, and then see where it goes. We never had that opportunity.

Cortez Masto: So, can I ask you a question?

Smith: Yes, ma'am.

Cortez Masto: Is this--we're talking about evaluator number three on page--the second sheet.

Smith: Yes.

Cortez Masto: And is this the actual sheet that you're saying that he changed his scores? Because if you look at his scores that he actually changed, he improved them for MassMutual, he didn't decrease them. Am I missing something there?

Unidentified Male: Yeah.

Perondi: Sorry. The handwritten numbers are the original scores, the typewritten are the...

Cortez Masto: So say that again. The hand written ones (inaudible).

Perondi: Are the original scores during the first evaluation, and then after the Best and Final presentations, the score changes are reflected in...

Cortez Masto: Okay. So his original one would have been seven in experience and financial stability, and then changed it to a six.

Perondi: Correct.

Cortez Masto: Okay. So he changed it one down for each one of the three categories.

Perondi: Yes.

Cortez Masto: Okay.

Menicucci: Madam Attorney General, Jeff Menicucci. I think in direct response to your question, which was very good, was what is the impact of changing this single score that Mr. Sisco has focused on here. That would be the change from a seven to a six. If you'll note, the weight of that is 5%. So if that were changed one number times 5%, it would not affect the final result, which was a seven point difference.

Cortez Masto: In that category, that number one category of experience and financial stability.

Menicucci: Correct. And we were not focusing on that in the notice of appeal because the main argument of MassMutual, at that time, was that the scores as a whole, were out of line, and they should have removed the high score of this evaluator for the winning bidder. And that's something that we felt we didn't even have the statutory authority to do under Chapter 333.

Perondi: And if I may add one last thing, on the score sheet with the circles, we did kind of run a few different analyses to look at outcomes. And if, in fact, we did limit the score changes just to cost and fees and credit ratings and so forth, if we take out all of the score changes in those other categories, the outcome remains the same because the heaviest weight were in the last two factors, representing 55%, and every evaluator improved ING after the finalist presentations.

Governor: I want to make sure I'm reading this properly, so walk me through that again, please.

Perondi: Okay. So the...

Governor: So I'm looking at the one with the circles.

Perondi: Okay. The one with the circles show, in the circle in the handwritten numbers, represent the--now I'm confused--the original scores that were given after their first review.

Governor: So that's the six in category one.

Perondi: The seven. So the original score was a seven...

Governor: Mm-hmm.

Perondi: ...and after seeing the presentations, he revised it to a six. But as you can see, evaluator six had changes in numbers two and three, and then down on ING there were changes made by evaluator two, five, and six, also in various categories.

Unidentified Male: If I'm understanding you correctly, there was a suggestion that the Best and Final offer was limited in terms of their presentations to only three of the six criteria. Which three criteria were they focusing on?

Perondi: They were not limited. That's what Mr. Sisco was implying, that he was under the impression and shouldn't have allowed the changes. But we did allow changes to any of the criteria.

Unidentified Male: Okay. But in terms of the presentation, what was--did the committee ask them to focus on three specific areas?

Perondi: They asked--yeah, I can give you a copy of the letter here. They were asked to focus their presentation on, I believe, participant services, recordkeeping fees, and...

Unidentified Male: Stable account.

Perondi: ...stable account. However, the evaluation committee members did have questions in all different categories.

Unidentified Male: Okay. I mean, despite the fact that they apparently asked them to limit their presentations, on number two, recordkeeping administration, three, participant services, and five, stable value, most of the changes occurred in categories five and, I guess this would be a typo, six, cost structure and vendor fee.

Perondi: Oh, yes. Yes.

Unidentified Male: Okay. So, I mean, the argument that this was in some way limited to the changes only being allowed to be made to those three criteria, doesn't seem to be reflected in the fact that five of the six evaluators, in fact, changed their scores on an area that wasn't part of the final presentation.

Perondi: Maybe you can answer better on whether or not that was part of the presentation. I believe that five and six were the heaviest focus...

Sisco: That was true. And I...

Perondi: ...and number three was part of it.

Sisco: I didn't mean to imply that it was, "here's the rules and you can only do this." I'm just saying that we specifically brought them back, and they complied with that. They focused on three areas.

Perondi: Which was number...

Unidentified Male: So maybe I'm not understanding as to what you're saying when you re-weighted this to try to only focus on the three areas that had been pointed out. Did you focus on two, three, and five then, and then remove any of the changes that would've occurred in any of the other categories?

Perondi: I looked at five and six only, and removing any changes to the rest. But participant services, which is number three, was also one of the things specifically asked for in their presentation, and I think you can see that the outcome probably would have still been the same had we included that.

Unidentified Male: But when you re-weighted the outcome, you only looked at the changes that occurred in categories five and six.

Perondi: Correct.

Unidentified Male: Okay.

Governor: So if there are proposed changes to improve the process, what would they be?

Smith: Governor, Greg Smith for the purchasing division. I think one thing we've talked about is possibly a change to make sure that a majority of the evaluation committee members have scored the successful vendor the highest. There are some other things that we can do that we are considering piloting to test. One would be that we don't release the evaluation weights. They still get to score, but the evaluators would not know what the weights are. There are some concerns. It certainly eliminates one of the concerns on one side. I think when I mentioned it to Chairman Sisco, being an evaluator at the other time, does that limit their ability to really render a good judgment in the best interest of the state, not knowing whether something is a five-percentage point category or a 60-percentage point category. But that's another thing that could be piloted and looked at. There was a third one.

Perondi: Yeah. It was not disclosing the total raking--the total score...

Smith: Yes.

Perondi: ...when we're ranking to decide who our finalists.

Governor: Well, that one is pretty clear.

Smith: That was--yes.

Governor: Because here's the bottom line, and I don't want to belabor this. I just want it to be fair.

Smith: Yes, sir.

Governor: I didn't sit--I don't know MassMutual and Voya. I don't know any of that. I don't know what the presentation was, and similar to what we heard in public comment today. But I never want another contract to come up before this Board where there's a question as to whether the process was fair. And that's why I have been probing so deeply on this because I just want to make sure that it was fair, because it really taints--you know, when we get these contracts, we assume all that has been done appropriate, and that, you know, this is--in my four years here and in my previous experience as the Attorney General sitting on this Board, this has never happened...

Unidentified Male: Right.

Governor: ...before, and so it concerns me. And that's why--and I appreciate the Attorney General and the Secretary of State also--you know, I'm not looking--like I said, if there's a decision by this committee that one entity is stronger than the other, fine. But as I said, there's been some issues here and moving forward, I want to make sure that they don't repeat themselves. And for me, these individuals shouldn't know what the scores are going into that second round. It should be completely blind. And so what I'm hearing today is it wasn't completely blind, although in compliance with the regulations and how it had been done before. But it sent this off into a direction that has brought us here today.

So, you know, the other question that hasn't been asked today, and maybe it would come out the same, would it make a difference to go through it again or should we or can we?

[Crosstalk]

Unidentified Male: I would just point out that by statute, this committee is supposed to (inaudible) RFP every five years. We're now on year seven of the contracts. So I mean, we definitely fudged that line, but I wouldn't recommend doing it again.

Governor: Okay. And that's fine, too. You know, there's no good outcome here, at least in my humble opinion. But I don't disagree that the policies and procedures and the regulations were followed. And at the end of the day, albeit, I think this is a specious order, that it came to the right result, that I would've like to have seen a little more detail in this order to explain why it came to the conclusion that it did. But I think it is the correct result given the issues that were presented to the hearing officer.

Teska: And Governor, I'd just like to say, since purchasing is actually one of the divisions in my department, since this issue was brought to my attention and going through this process, I

certainly see your concerns with some of the--this process has been in place for a long time and it, to this point, had served us well. This to me is kind of a tipping point for us that we really need to go back and evaluate, not only the statutes, the regulations, and the policies and procedures that we follow in this area. And we're in the process of doing a pretty thorough re-evaluation of all of those.

Governor: And it would've been really helpful to get these score sheets before today. So, you know, it helps me because I think that there's been a lot of focus on evaluator number three when, had I had this information, it would've been helpful to me. It might have saved us an hour. But in any event, we did get this information. Your presentation was helpful to me as well. So I hope this is a teaching moment, and that as we move forward that there can be some changes just to, again, the bottom line, ensure fairness. I want everyone--they may be unhappy that they didn't win, but at least they'll have confidence that the process was fair.

Cortez Masto: And Governor, can I just seek clarification...

Governor: Yes.

Cortez Masto: ...because this clarification is going to serve for me to decide whether I can vote on this or not, so I just have a couple more questions. Is it safe to say that what we're voting on today is the procedure that was used and not the merits between the two contracts, correct?

Perondi: Absolutely. And I'm glad you asked that, because I think sitting here as this Board, the process is in place for the appeals, for the RFP. We're not sitting--you are not sitting as an appellate Board. You're here to just look at the contract. So, I absolutely agree.

Cortez Masto: So my--the fact that I'm a member of the deferred compensation, and I do get a pecuniary interest on whoever is chosen, I still have the ability to vote on the procedure, what doesn't necessarily call into question my pecuniary interest. Does that make sense?

Perondi: That does make sense. And if it's not going to material--your pecuniary interest, if that's not going to materially alter your decision in this matter, then you're free to vote on it.

Cortez Masto: And that's why I want to make the clarification. For my purposes, I'm voting on procedure, strictly procedure, not the merit of what's better for the members of the deferred compensation, just what happened procedurally. I absolutely agree with the Governor's comments. From a procedural perspective, absolutely have concerns, and know that you're going to be addressing those. But at the same time, after looking at these numbers, it appears that even if there is that concern, it's, to use a judicial term, harmless error. It really didn't carry weight when you look at the bigger picture of the percentages that were taken into consideration, and the fact that other evaluators changed their numbers as well in various different categories than just the three categories that were identified. So, I just wanted to put that on the record as well. So I will be voting on this today.

Governor: Thank you, Madam Attorney General. One final question for Mr. Menicucci, just so I'm sure on this. You said that they didn't seek judicial review of this order, dismissing appeal. Has the time passed?

Menicucci: The time has passed. It's now final.

Governor: Okay. All right.

Unidentified Male: I just have one disclosure to make, which is my wife's law firm represents ING in this matter. I've met with those attorneys, but I've asked my deputy attorney general whether or not that poses a conflict. My wife didn't have any involvement with this contract. I don't receive any financial benefit. And they've advised me that it doesn't pose a conflict, and that I should just disclose it.

Governor: Okay. All right.

Unidentified Male: I should also point out that I also met with MassMutual and any number of stakeholders about this on repeated occasions as well.

Governor: Okay. No, and I didn't meet with anybody. I read the materials, but that's all I have in front of me. But I think I got a lot more out of this hearing than I did the materials that were presented to me. So before I take a motion on contracts 1 through 30, members do you have any questions regarding any item before the Board on Agenda Item No. 10? All right then. The chair will accept a motion for approval of contracts 1 through 30.

Cortez Masto: All good for approval.

Miller: Second.

Davey: Mr. Chairman?

Governor: Yes.

Davey: Mr. Chairman, my name is Brian Davey, and I'm a member of the Deferred Compensation Committee, and I guess I'm feeling a little frustrated because no one has asked me any questions about this process. And one of my concerns going forward and hearing the comments now is that it seems like the process is under fire and under question because of my scoring. And no one has ever asked me why I changed a score or about my scoring, and I think as you can see, that the change was--despite the way it has been characterized by others, it was fairly minimal. I came here today because I feel like my integrity has been questioned by some of the folks that were protesting this decision. And I do have a couple notes that I made that I would like to make at some point, but I don't want to hold up the process either, and I want to see it go forward. But I am amazed that no one has ever--aside from a couple questions and discussions with Kim Perondi over the last several months, no one has ever asked me a question about this process, or my scoring, and my process in going through this.

And I also am the longest serving member on this committee, and no one has ever asked anything about the experience and knowledge that I've gained on this committee over these years. And I'm just concerned that questions are going to be raised about this process, which I think is very good and very valid, and we followed it precisely. And I gave our chairman a lot of credit for the way he handled it over the last year and a half, even though he and I have had many conflicts in the past, and we do have conflicts about the history that you were given this morning. I have different ideas about that history. Some of his was by hearsay, but I was there. And we agreed long ago to stop talking about that history because of our conflicts about it, and we have adhered to that.

So, I apologize for the length of my comments, but I believe that they are important, that you know that I don't think there was anything wrong with this process. And I would really hate to see this--the purchasing process come under fire because of the alleged actions that I took or my alleged motivations or judgments. Thank you to all of you on the Board.

Governor: Thank you, Mr. Davey. And no one is questioning your integrity. As I said, we just want to ensure that there's a good process. I appreciate your service. I know that it's a lot of extra work. Given the testimony and the presentations today, I didn't think it was necessary to ask you questions because I'm satisfied with what I have heard. So, I hope you don't leave today thinking that your integrity has been questioned because it certainly hasn't been questioned by me or any other member of this Board. But as I said, it was somewhat of a unique situation, and this was something that we just needed to get all of the information out there, so that the Board can be in a position to be able to approve or disapprove the contract. So thank you for being here today.

So we are at the stage where the chair will accept a motion to approve contracts 1 through 30. Did you make a motion, Madam Attorney General?

Cortez Masto: Yes, I did.

Governor: Okay. Madam Attorney General has made a motion to approve. Is there a second?

Miller: Second.

Governor: Secretary of State has seconded the motion. Any questions or discussion on the motion.

Cortez Masto: No.

Governor: All in favor say aye.

Group: Aye.

Governor: The motion passes 3-0. Let's move on to Agenda Item No. 11, which are the master service agreements.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

Governor:

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

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

Governor: Ms. Teska.

Teska: Thank you, Governor. There are quite a few master service agreements on the Agenda today. That's because a couple of different large service areas, in particular, technology and consulting services were up for contract. There is one item that I think we would like to highlight on here, which is number 15, because it's a new program that we're starting. And I believe Keith Wells from fleet services is here to speak to this item. Try and end our meeting on a positive note.

Governor: Good morning, Mr. Wells. And again, there's no question with regard to the merits of this master service agreement. I just think--not think, but I appreciate your seeking other ways to save the state money, and entering into a leasing program is a way to do that.

Wells: I appreciate that, Governor.

[Crosstalk]

Wells: No. Good morning, Governor. For the record, Keith Wells, Fleet Services Administrator. That is the sole intent of this contract is to give us an avenue to pursue alternatives to buying vehicles and have real world experiences. The cities and counties, I've worked with them. They're excited to look into it. So I want to take, you know, over the next year, just slowly integrate this into our operation and see what works and what doesn't so the state can make informed, long-term decisions on the most cost-effective way to manage the fleet.

And having the cities being a part of that, too, really gives us a bigger picture of what's good and what doesn't work, and how to make this program successful. Because I think integrating leased vehicles versus owning is just a best practices approach to the state for a long-term fleet management solution, and I think it will have a great outcome.

Governor: And it could save us on maintenance as well, correct?

Wells: Yeah. It can save on maintenance. It can save on a lot of things. One of the things that I'm hoping it saves on is controlling the size of the fleet on a statewide basis. For example, I get requests from agencies that they'll have a grant for one year, and they need a vehicle for that one-year period. Well, I don't want to buy them a car, and that vehicle can creep and just integrate into my fleet for the long-term. If I lease them a car for the one-year period, then it goes away. It might be more expensive for that one-year time frame, but the long-term solution is the car is gone, or whatever it is. It gives us more opportunities and more flexibility to manage the state's fleet.

Governor: No, and I--again, I always want to encourage innovation and seeking ways to save the state money, but at the same time provide the best service.

Wells: Right.

Governor: As you said, what good does it do to have a car sitting in the fleet that we only needed for one year.

Wells: Absolutely.

Governor: Questions from Board members? All right. Thank you very much.

Wells: Thank you.

Governor: Anything else Ms. Teska?

Teska: No, that was the only item on the master service agreement.

Governor: Chair will accept a motion to approve master service agreements 1 through 24, described in Agenda Item No. 11.

Cortez Masto: Move for approval.

Miller: Second.

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

Group: Aye.

Governor: Motion passes 3-0. We'll move on to Agenda Item 12, information items.

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

Governor:

12. INFORMATION ITEM – CONTRACTS

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

Twenty independent contracts were submitted to the Board for review.

Governor: Ms. Teska.

Teska: Thank you, Governor. These are the contracts that you see every month that have been approved that exceed the prior Board of Examiners threshold, which was \$10,000, but are below the current threshold, which is \$50,000. There are 20 such items on the Agenda this month, and we'll take any questions on any of those if you have any.

Governor: I have no questions. All right. Agenda Item 13, information item.

13. INFORMATION ITEM

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

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

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

Teska: Last information item today is the quarterly report from Department of Conservation and Natural Resources, Division of State Lands. This is regarding lands or interest in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act Program. And this is also--the

second item, there was no items on that report. And the second item are the quarterly reports on the status of real property or interest in real property transferred under Lake Tahoe Mitigation Program. As you can see, there's a small amount added to the Nevada Land Bank.

Governor: Any questions?

14. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Governor: Agenda Item 14, any Board member comments? Public comment? Is there any member of the public here in Carson City that would like to provide public comment to the Board? Is there anyone present in Las Vegas that would like to provide public comment to the Board? Seeing none.

***15. FOR POSSIBLE ACTION – ADJOURNMENT**

Clerk's Recommendation: I recommend approval.

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

Governor: Chair will accept a motion for adjournment.

Cortez Masto: Move to adjourn.

Miller: Second.

Governor: Attorney General has moved to adjourn. The Secretary of State has seconded the motion. All in favor say aye.

Group: Aye.

Governor: 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

**Public Comment
Submitted to the
November 12, 2014
BOE Meeting**

My name is Barbara Jewett. I am a retired officer from the Department of Public Safety and I have approximately \$190,000 in the general fund of Mass Mutual. It is my understanding that this fund makes up a large percentage of all of the money that employees have contributed to their deferred compensation savings. Consequently, when I heard that all of our savings were going to be transferred to VOYA and that there would no longer be a choice between two plans, I became very concerned and I began doing some research.

I learned two very significant things, the first of which is the history of VOYA. VOYA is not ING. ING is a huge multi-national banking conglomerate owned by the Dutch. It got into financial trouble in 2008 and was eventually ordered by the European Union to divest itself of its assets in the United States. As a result ING in the U.S. is no longer owned by the Dutch and is now an entirely new, publicly owned company (aka VOYA). The selling of stocks began in May of 2013 and will be complete by December, 2016. VOYA is not a new name for an old company, it is in all respects a brand new institution.

The second thing I learned is the difference between a publicly owned institution and a mutual insurance company, such as Mass Mutual. A publicly owned company, such as VOYA, is responsible to its stock holders. This means it is risk-oriented and driven by short-term profits. A mutual insurance company is responsible to its policy holders which means it is focused on long-term gain so, by its very nature, it must consider safety and security and not be short-sighted.

The difference between VOYA and Mass Mutual is a big deal because of everything that is going on in the world right now. This is not just my concern. In fact, the economic crisis in Europe and the unrest in the Middle East are listed as risk factors in the filing that VOYA had to submit to the Securities and Exchange Commission when it began selling stocks. Furthermore, VOYA has been around for a year and a half; Mass Mutual has been in business for over 150 years.

The bottom line is that the State needs to offer us a choice between plans. I do not want the number of available funds reduced because it would be easier to manage, or because the Committee believes too many funds are confusing for participants. More confusion will be generated if a fledgling institution becomes insolvent. If we are not going to be offered a choice between plans then it is incumbent upon the Committee to safeguard our savings and go with a solid, stable institution with a proven track record; one that can survive an economic crisis similar or worse than the crash of 2008. It is unacceptable to jeopardize the life savings of hundreds of employees by going with a company that has only been around for eighteen months. This is a preventable risk. I would urge the Committee to not get bogged down in logistics and remain focused on the big picture.

Thank You

Barbara Jewett Sparks, NV (775) 250-3176 DEF COMP November 4, 2014

In May, 2013, being the beneficiary of my ex-husband's account, Massachusetts Mutual, henceforth MM, transferred his account to me after his death. He had told me about a month before his retirement in 1999 that he had left me his beneficiary. Meanwhile, his Texas live in girlfriend's attorney wrote to MM alleging they lost documents which made her beneficiary in the late 1980's (we were married at that time), later alleged to be 1995. A subsequent letter was sent enclosing a copy of the girlfriend's Application for Letters of Administration to Texas Probate which included Application to Determine Heirship with a listing all assets including his MM account with a notation it's distribution was unknown. Deferred Compensation is a nonprobate asset. * The account had already been transferred to me according to the governing instrument. In August, 2013 MM ILLEGALLY FROZE MY ACCOUNT, seizing control from me claiming they feared a possibility of being required to make duplicate distributions even though they are protected by Nevada law as follows:

NRS 111.781 subsection 6 A payor or other third party is not liable for having made a payment or transferred an item of property or any other benefit to a beneficiary designated in a governing instrument affected by the provisions of this section or for having taken any other action in good faith reliance on the validity of the governing instrument before the payor or other third party received written or actual notice of any event affecting a beneficiary designation. A payor or other third party is liable for a payment made or other action taken after the payor or other third party received written or actual notice of a claimed forfeiture or revocation under this section. See also: NRS41B.400

MM's responsibility to me is defined as follows:

NRS111.757 Transfer to designated beneficiary according to beneficiary designation or other direction. When a transferring entity accepts a beneficiary designation or beneficiary assignment or registers in beneficiary form certain property, the acceptance or registration constitutes the agreement of the owner and transferring entity that, unless the beneficiary designation is revoked or changed before the death of the owner, on proof of the death of the owner and compliance with the transferring entity's requirements for showing proof of entitlement, the property will be transferred to and placed in the name **an control** of the beneficiary in accordance with the beneficiary designation or transfer-on-death direction, the agreement of the parties and the provisions of NRS 111.751 to 111.779, inclusive. (Added to NRS by 2011, 1421)

I requested assistance from NDC in this matter. After investigation, I was told MM had taken the action of seizing control of my account in response to a COURT ORDER which is clearly NOT true; however that explanation was accepted by NDC without evidence and caused NDC to drop the matter. I believe if MM had truthfully disclosed what had occurred NDC could and would have intervened to resolve this matter but because MM misrepresented to NDC the documents received, I had no recourse but to file suit against MM, which I did in October, 2013 at unnecessary legal expense. Their Initial Disclosures later revealed they had not received a Court Order. MM then counter filed against the girlfriend. MM has petitioned the court three times to allow transfer of my account funds to the court against my will which would cost me exorbitant income tax obligation for a lump sum distribution without funds to pay, loss of 3% interest, and the free stock market investment benefits and other services which could not be restored.

MM requests the court to render them harmless from future court actions in this matter. This would be tantamount to confiscation of my account, taking my account out of my name (they already seized

control) and placing it in the name and control of the court; and using the court to shield them from legal remedy for their illegal confiscation of my account. MM's third such request is currently pending the Court's decision.

In the litigation of my inherited 370,000 account, I stand to lose half or more in court costs and attorney's fees if resolved on the September, 2015 hearing date. Meanwhile I am being ordered to attend a Settlement Hearing as though the legal beneficiary were in question.

This could happen to YOU or any participant of NDC because of the failure of MM to carry out their fiduciary contract responsibilities to: 1. NDC who contracted with them to administer accounts in accordance with the Plan Document and Nevada Law, 2. To the participant who made beneficiary designation with full expectations his designation would be honored, 3. and to the legal beneficiary in whose name and control the property should have and was initially placed.

Because MM failed to adhere to Nevada's laws and the Plan Document, it was necessary to litigate in order to retain what is mine. This could happen to anyone having an account with them. Nevada State employees should not be subjected to such arbitrary, illegal and costly misdeeds.

It appears to me that MM's contract which they purchased from Hartford ends 12/31/14 and I believe it would be prudent to take these matters under consideration when contemplating a renewal of contract.

NRS111.707 "Contract" defined. "Contract" includes an insurance policy, contract of employment, bond, mortgage, promissory note, certificated or uncertificated security, account, custodial agreement, deposit agreement, compensation agreement, deferred compensation plan, pension plan, individual retirement plan, employee benefit plan, trust, conveyance, deed of gift, marital property agreement or other written instrument of a similar nature. (Added to NRS by 2011, 1418).

Excerpt from NDC website FAQ: **What happens to my accounts when I die?**

Your **designated beneficiary(ies)** will receive the remaining value of your account, if any. Your beneficiary must contact a MassMutual/Voya Financial representative to request a distribution.

* **NRS111.721 "Nonprobate transfer" defined.**

"Nonprobate transfer" means a transfer of any property or interest in property from a decedent to one or more other persons by operation of law or by contract that is effective upon the death of the decedent and includes, without limitation:

1.
A transfer by right of survivorship, including a transfer pursuant to subsection 1 of (a) NRS 115.060;
A transfer by deed upon death pursuant to (b) NRS 111.655 to 111.699, inclusive; and
A security registered as transferable on the death of a person. (c)

The term does not include:

2.
Property that is subject to administration in probate of the estate of the decedent; (a)
Property that is set aside, without administration, pursuant to (b) NRS 146.070; and
Property transferred pursuant to an affidavit as authorized by (c) NRS 146.080.

(Added to NRS by 2011, 1418)

For further information contact: Trudy Stanford at 882-9574 or mybridgy@live.com

Jennifer Burry

From: Budget Division
Sent: Wednesday, November 05, 2014 2:43 PM
To: Lesley Henrie
Cc: Jennifer Burry
Subject: FW: Nevada Deferred Compensation contract
Attachments: ErvinComments_BoardOfExaminers_20141105i.pdf

From: Kent Ervin [<mailto:kentmervin@gmail.com>]
Sent: Wednesday, November 05, 2014 2:31 PM
To: Budget Division
Subject: Fwd: Nevada Deferred Compensation contract

Dear Ms. Teska,

The e-mail address I had found for Governor Sandoval did not work. Could you please make sure that he and the other members of of the Board of Examiners receive this communication including the attachment? Could you also please confirm receipt?

Thank you.

Best regards,
Kent Ervin

----- Forwarded message -----

From: Kent Ervin <kentmervin@gmail.com>
Date: Wed, Nov 5, 2014 at 2:24 PM
Subject: Nevada Deferred Compensation contract
To: bsandoval@gov.nv.gov
Cc: budget@admin.nv.gov, sosmail@sos.nv.gov, aginfo@ag.nv.gov, "SChesney@ag.nv.gov" <SChesney@ag.nv.gov>, Robert Boehmer <rboehmer@defcomp.nv.gov>

The Honorable Brian Sandoval

Governor of Nevada

State Capitol Building

101 North Carson Street

Carson City, Nevada 89701

Dear Governor Sandoval:

5 November 2014

The Honorable Brian Sandoval
Governor of Nevada
State Capitol Building
101 North Carson Street
Carson City, Nevada 89701

Dear Governor Sandoval:

I wish to submit the attached public comments for consideration of the Board of Examiners at its meeting on November 12, 2014, regarding approval of the recordkeeping contract for the Nevada Deferred Compensation Program.

As an active participant in the NDC Program who has closely followed the actions of the NDC Committee over the past several years, it is distressing to me that an active campaign by a losing bidder is underway to subvert the NDC Committee's well-run Request for Proposals and contract award process. Not awarding the contract according to the legitimate outcome of the procurement process would cost participants higher fees and lower crediting rates over the next five years and would represent a fiduciary breach by the State of Nevada.

Respectfully yours,



Kent M. Ervin

cc: Ross Miller, Secretary of State
Catherine Cortez Masto, Attorney General
Julia Teska, Clerk for the Board of Examiners

MassMutual has also presented to you a highly complex statistical analysis of the RFP scoring. This is based on a false premise, namely that the State Purchasing process requires that individual scorers meet certain sophisticated statistical tests. The procurement process only requires that all six evaluators receive the same instructions, that they have the same opportunity to adjust their scores within the allowed ranges, and that they justify those scores in writing. A simpler analysis of the scores (Attachment B) shows the “suspect” Evaluator #3, Mr. Brian Davie, actually had average scores for the three finalists nearly equal to the overall average and his standard deviation (a simple measure of the spread of the scores) is nearly equal to the standard deviation for Evaluator #4 (Mr. David Olsen). MassMutual’s suggestion for a different scoring mechanism is simply asking for different rules in their favor after the fact. But even if it were a simple majority decision by the NDC Committee, three of the five members of the Committee (Mr. Scott Sisco, Mr. Steve Woodbury, and Mr. Davie) scored ING/Voya higher than MassMutual.

MassMutual now offers to nearly (not quite) match ING/Voya’s crediting rate over five years, per Mr. Barnes’s letter of 10/30/2014. Obviously, a fair bidding process does not allow a company to come in with a higher bid than their “best and final” offer after the other proposals are public. Their proposal to extend both current contracts is unworkable because ING/Voya could not afford to run the program on its current asset base with the pricing offered for the single-recordkeeper contract or probably even its current fees. Either pricing would go up from the current contract for Voya participants, Voya would be forced to withdraw from the program, or litigation would ensue.

MassMutual has a disturbing history of using a political process to circumvent results of a negative RFP decision (see [Las Vegas City Council minutes](#), May 15, 2013, agenda items 10, video 0:56-1:01, and 55, video 1:39-4:35). They appear to have regularly recruited their NDC participants, with whom they have an intimate financial relationship, to testify at NDC meetings on their behalf. Mr. Steve Watson, long-time consultant for MassMutual/Hartford and former lobbyist for The Hartford, has testified as a member of the Retired Public Employees of Nevada, both to the NDC and to the Las Vegas City Council. No company should be allowed to use lobbying efforts to obstruct normal state procurement and contracting procedures. Why would any other company bother to bid in the future if the process is perceived as politically fixed in favor of one company? Already, two major players in the 457 plan market, Nationwide and Great-West, did not rebid in 2014 after being finalists in the failed 2012 RFP process.

The future health of the Nevada Deferred Compensation Program depends on a successful RFP process and award of the contract. Interference with the process at this point would be a breach of the State’s fiduciary duty to act in the best interest of participants as would be determined by an independent expert and following a prudent process. If the Board of Examiners chooses a different course, then its members effectively become the fiduciary decision makers and should be held accountable as fiduciaries by participants.

Thank you for the opportunity to provide my input on this issue.

Attachment B. Finalist Scoring Summary

HIGH SCORES

	Evaluators						TOTAL
	#1 Oliver	#2 Woodbury	#3 Davie	#4 Olsen	#5 Sisco	#6 Romo	
ING/Voya							
1. Experience and Financial Stability	5	7	9	8	9	9	42
2. Record Keeping and Administration	10	8	10	8	8	8	83
3. Participant Services	25	8	10	9	8	8	213
4. Overall Response	5	8	9	9	8	8	43
5. Stable Value	40	7	10	9	9	8	353
5. Cost Structure / Vendor Fee	15	9	10	9	9	8	135
TOTAL WEIGHTED SCORE	100	770	990	885	860	805	868 ING/Voya
MassMutual							
1. Experience and Financial Stability	5	8	6	9	9	9	42
2. Record Keeping and Administration	10	9	6	8	7	9	80
3. Participant Services	25	9	6	9	8	9	204
4. Overall Response	5	8	6	9	8	9	41
5. Stable Value	40	8	9	9	8	9	347
5. Cost Structure / Vendor Fee	15	10	9	10	10	10	148
TOTAL WEIGHTED SCORE	100	865	765	905	825	915	861 MassMutual
PRUDENTIAL							
1. Experience and Financial Stability	5	8	9	9	8	9	43
2. Record Keeping and Administration	10	7	8	8	8	8	78
3. Participant Services	25	7	6	8	8	6	179
4. Overall Response	5	8	3	5	7	6	31
5. Stable Value	40	5	5	3	4	5	187
5. Cost Structure / Vendor Fee	15	5	5	4	5	4	70
TOTAL WEIGHTED SCORE	100	600	565	530	590	565	588 Prudential
Average scores for three finalists		745	773	773	758	762	772
Standard deviation of scores for three finalists		134	213	211	147	179	

[Oral public comments for Board of Examiners, 11/12/2014]

Thank you, Governor Sandoval and members of the Board. My name is Kent Ervin E-R-V-I N, with comments for the record about contract #30, the Nevada Deferred Compensation (NDC) recordkeeper contract. I am on the faculty in Chemistry at UNR and a member of the NSHE Retirement Plan Advisory Committee, but am representing only myself as an active participant in the NDC Program. I have submitted written comments and so will abbreviate my oral comments.

As a UNR faculty member, I will have no Social Security and no PERS pension when I retire. Rather, I will have to depend solely on my defined contribution retirement accounts. That's why I am so passionate about the health of our retirement programs, including NDC. A substantial part of my retirement savings is invested my NDC 457 plan and I cannot make withdrawals until retirement.

I have been a critic of the NDC program because of its failed Request for Proposals (RFP) for record keepers in 2012, which has cost participants significantly higher fees and lower earnings over the past two years. I am happy to observe that this year the NDC program conducted a thorough and defensible RFP process. The RFP was led by the State Purchasing Office as required by statute. The Committee wisely chose, at an open meeting last Spring, to go to a single record keeper to leverage higher service at lower cost, both for the recordkeeping contract and for future administrative and auditing costs.

I have no personal loyalty to any provider company. In fact, I transferred all my 457 assets from ING (which is now Voya) to MassMutual in 2013 because MassMutual is currently providing lower fees on the index funds that I mostly invest in. I have reviewed the proposals from both vendors, however, and it is clear to me that Voya submitted the stronger bid on both services and pricing. MassMutual's appeal statement is simply not a fair comparison of the two bids.

MassMutual has also presented to you a highly complex statistical analysis of the RFP scoring from one of my accomplished colleagues. This is based on the false premise, however, that the individual scores are expected to satisfy any particular statistical test. All the evaluators

charged with that duty and why they have hired an independent consultant as an expert co-fiduciary to advise them. If the Board of Examiners chooses a different course, then you effectively become the fiduciary decision makers and you should be held accountable as fiduciaries.

In conclusion, the Board of Examiners should formally approve NDC's new, favorable contract with the legitimate winner of the RFP, namely ING/Voya Financial, and should inform MassMutual that they are expected to abide by the normal procurement process like any other vendor.

Thank you very much for the opportunity to provide my comments on this issue. I would be happy to answer any questions.

November 4, 2014

Board of Examiners
State of Nevada

Dear Board Members:

We, current members of the Carson City Chapter of Retired Public Employees of Nevada at our November 4, 2014 meeting, are writing in regards to the Nevada Deferred Compensation plan RFP #3119 and the action to approve the contract with VOYA Financial that is on this Agenda. While State Purchasing has built in some safeguards to protect the integrity of the scoring process, it is clear that there is an anomaly in the scoring. One of the six evaluators, evaluator #3, scored one vendor so high and another vendor low that his score negated what the other evaluators had scored and determined the outcome. State Purchasing uses a total score system with a weighted average to account for normal deviations among scorers but evaluator #3 was not within normal deviations of the other scorers so the weight average theory could not apply. We, as retirees, argue that our representatives' vote as well as other evaluators' vote were negated because of evaluator #3 and ultimately didn't matter. We would also point out that this was the second time evaluator #3 has done this. The previous RFP was rescinded, in part, because of scoring irregularities and we felt that by having State Purchasing involved, evaluator #3 would not be allowed to manipulate the process. We seek your help in correcting this situation and ask you not approve the contract before you.

Sincerely,

Ellen R. Westphal
Keysuki Nishikawa
Fred Luwe
Frances Ellis
Sandra Sedgens

Linda Hays
Roger Bremner
M. Wade
Frank J. Purge

October 22, 2014

Scott Sisco, Chairman
State of Nevada Deferred Compensation Committee

Dear Mr. Sisco:

I have attached a letter from the Carson City Chapter of RPEN to the State Board of Examiners requesting their assistance in correcting the scoring anomaly that occurred during RFP #3119 which I request be read at your next meeting. RPEN members at our November 4th meeting will sign this letter.

While the DC committee voted to approve the scoring committees recommendation, we believe you did so based on State Purchasing's advice that the total score must be used. In our opinion, the committee should have rejected that based on the major deviation of scorer #3 compared to the other five scorers. I, therefore, ask for the committee's reconsideration of their vote on RFP #3119, to rescind the contract from the BOE and to correct the process.

Sincerely,



Ellen R. Westphal

President

Carson City Chapter

Retired Public Employees of Nevada

cc: State Board of Examiners

Report on

**Statistical Analysis of
Nevada Deferred Compensation Committee decision
regarding the award of the contract pursuant to
Request for Proposals RFP 3119 – 457(b)**

Submitted to James Barnes
on October 27, 2014

by Dr. Ilya Zaliapin
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1. Statement of Purpose

This report is prepared in response to a request from MassMutual representative, Mr. James Barnes, who is in the process of appealing the decision of the Nevada Deferred Compensation Committee regarding the award of the contract pursuant to Request for Proposals RFP 3119 – 457(b). The report aims at substantiating the claim of **Section 2** of the **Notice of Appeal**.

Specifically, the report provides statistical evidence in support of the following **Statements**:

- (i) The scores of Evaluator #3 in both the 1st and final rounds of evaluation fall outside the reasonably expected confidence intervals that take into account natural variability of Evaluator opinions;
- (ii) The final decision of the Committee was overturned by the scores of Evaluator #3 and not by the consensus vote of the other five Evaluators;
- (iii) The final ranking of the companies changes, bringing MassMutual to rank 1, after correcting the reported fluctuations of the scores of Evaluator #3.

2. Introduction and Motivation

Choosing a winner among several competitors by a group of evaluators is a well-known problem with a long history in political, social, and mathematical sciences (e.g. *Balinski and Laraki*, 2011, 2007; *Gaertner and Xu*, 2012). Active research during the last century revealed many important and not immediately clear properties of the group ranking. For the purpose of the present report, the most important conclusion is that there can be no self-consistent and non-contradictory method for electing and ranking, unless special measures are undertaken to remove the outlying opinions. This conclusion was expressed by Sir Francis Galton in 1907 (*Galton*, 1907; *Levy and Peart*, 2002) and has been substantiated during the past century.

The present report provide statistical evidence in support of the statements (i) that the absence of a mechanism for removing statistical outliers among the Evaluator scores has affected the scoring process for the RFP 3119 – 457(b), and (ii) that the Committee evaluation results would change if such a mechanism was implemented.

3. Scoring Process

We start by briefly describing the scoring process implemented by the Nevada Deferred Compensation Committee for evaluating proposal submitted in response to RFP 3119 – 457(b). An Evaluation Committee (EC) of six members was assembled to evaluate four proposals submitted in response to RFP 3119 – 457(b). The scoring was done in accordance with the “Evaluation Guidelines for Procurement of Services”. Specifically, each proposal was evaluated in six categories by each of the six EC members. See **Appendix A** for the list of categories being evaluated. Each proposal received a score from 0 to 10 in each category, according to the Scoring System Summary shown in **Appendix B**. The individual scores were weighted and averaged to come up with a single

consensus score for each proposal. The weights used by the EC are shown in **Appendix A**. The finalist was determined based on the final consensus score.

3. Summary of Findings

The report is aimed at supporting the three main **Statements** listed in Section 1 above. These statements are supported by the following specific statistical **Findings**. (**TABLE 1** shows the relations among the report statements and findings.)

- A. Evaluator #3 had issued unexpectedly large number of extreme scores (largest or smallest among the six Evaluators): 7 extreme scores in 8 rounds of scoring (four companies, two evaluation rounds). Assuming that each Evaluator has the same chance of issuing the maximal or minimal score for a given proposal, the probability of reproducing the number of extreme scores actually issued by Evaluator #3 is 0.0024. This means that such situation may occur naturally one time out of about 400 evaluations.

- B. The weighted average scores issued by Evaluator #3 fall outside of reasonable confidence intervals suggested by the weighted average scores of the other five Evaluators. In 7 out of 8 scorings, the weighted average scores of Evaluator #3 are outside of 98% confidence intervals estimated from the scores of the other five judges. When scoring a single proposal, such situation may naturally occur one time out of 50. In scoring 8 proposals, such situation may naturally occur one time out of 10^{11} , which means that issuing the scores of Evaluator #3 is practically impossible under the assumption of natural statistical variability of scores around some consensus values.

- C. Removing the scores of Evaluator #3 from consideration (that is, doing the evaluation with a committee of the five other Evaluators) leads to the highest score assigned to MassMutual in both 1st and final evaluations.

- D. Replacing the scores of Evaluator #3 with the scores of any other Evaluator (in particular, the other two Evaluators who ranked ING higher than MassMutual) leads to the highest consensus score assigned to MassMutual, in both 1st and final evaluations.

TABLE 1
*Relation among the report general Statements (Section 1)
and specific statistical Findings (Sections 4,5)*

	Statement (i)	Statement (ii)	Statement (iii)
Finding A	✓		
Finding B	✓		
Finding C		✓	✓
Finding D		✓	✓

5. Technical Description

This section provides technical details of the analyses that led to the findings in **Section 4** above.

5.1 Finding A

We find that the Evaluator #3 had issued an abnormally large number of *extreme scores*. An *extreme score* is defined as the maximal or minimal weighed average score among the weighted average scores of the six Evaluators for a particular proposal. There were 8 evaluations (four in the 1st and four in the final evaluation). In 7 out of 8 evaluations Evaluator #3 issued extreme scores. For comparison, the second largest number of the extreme scores was observed for Evaluator #4 who issued 4 extreme scores. The summary of the extreme scores for all Evaluators is presented in **TABLE 2**.

To evaluate the possibility of this outcome happening naturally (by chance), we use the following assumptions. Assume that each Evaluator has equal chance of issuing an extreme score when evaluating a particular randomly chosen proposal. Indeed, when we consider a given company (say, ING), different Evaluators have different expert opinions, so their chances of issuing an extreme score will differ. Nevertheless, the facts that we (i) count both minimal and maximal scores, and (ii) that we consider a *randomly chosen* proposal, will compensate for the existence of personal Evaluator opinions.

Under the above assumptions, the probability for a given Evaluator to issue the maximal score for a given company is 1/6 (symmetric among all the Evaluators). The probability of issuing the minimal score is also 1/6 for the same reason. The probability of issuing an extreme score (the maximal or the minimal score) is hence 1/6+1/6=1/3 (since one cannot issue the maximal and minimal scores at the same time, the probabilities are simply added).

To count the number of extreme scores that one can naturally issue in 8 scoring rounds, we assume that the scorings of different companies are independent (more specifically, the fact that a given Evaluator gives an extreme score for one company does not affect his/her chances of giving an extreme score for another company).

As a result, we use the Binomial distribution with 8 trials and probability of success $p = 1/3$ to model the number E of naturally occurring extreme scores:

$$P(E = k) = \frac{8!}{k!(8-k)!} \left(\frac{1}{3}\right)^k \left(\frac{2}{3}\right)^{8-k}.$$

The respective probabilities for each evaluator are given in the bottom line of **TABLE 2**. Evaluator #3 is the only person whose probability is way below 0.01 (1%). Specifically, the probability of issuing 7 extreme scores in 8 scorings according to the model above is 0.0024, which means that this may happen naturally and by chance in one case out of 416. In other words, this only could be seen in one proposal evaluation out of 416.

TABLE 2

Number of times the evaluator gives the maximal or minimal score to a company. The bottom line shows the probability P of observing the total number of extreme scores under a Binomial model of natural variability. Green indicates observations that have less than 1% chance of occurrence according to the model.

	Eval. 1	Eval. 2	Eval. 3	Eval. 4	Eval. 5	Eval. 6
1 st round	1	1	4	2	0	0
Final	1	1	3	2	0	1
Total	2	2	7	4	0	1
P	0.27	0.27	0.0024	0.17	0.04	0.16

5.2 Finding B

We find that the weighted average scores issued by Evaluator #3 in both 1st round and final evaluation deviate significantly from the weighted average scores issued by the other five Evaluators.

Specifically, we perform the following experiment. Consider the six weighted average scores $(s_1, s_2, s_3, s_4, s_5, s_6)$. Remove the score s_i of Evaluator # i , and fit a Normal distribution to the remaining 5 scores; denote the estimated cumulative distribution function by $N_i(x)$. Compute the probability p that a Normal random variable with distribution $N_i(x)$ has a larger deviation from the estimated mean than s_i . This probability is called *relative quantile*.

For example: In the final evaluation of MassMutual the six scores are (865,890,765,905,825,915). Remove the score by Evaluator #3 ($s_3=765$). The mean of the remaining 5 scores is 880, the standard deviation is 36.05. The probability that a Normal random variable with mean 880 and standard deviation 36.06 takes a value smaller than 765 is 0.00071. This means that the score by Evaluator #3 does not belong to the population of scores issued by the other evaluators (formally speaking this score can be observed once in 1400 evaluations).

We perform the above experiment for every evaluation (8 total) and every Evaluator (6 total), which results in a set of $6 \times 8 = 48$ relative quantiles. These quantiles are shown below in **TABLE 3**. We observe that the weighted average scores of Evaluator #3 deviate consistently and significantly from the weighted average scores by the other Evaluators. Specifically, the scores of Evaluator #3 are significantly low (below average) for Valic,

Prudential, and MasMutual, and significantly high (above average) for ING. The only other quantile that does not fall within the 99% confidence interval (the number above 0.99 or below 0.01) is that for Evaluator #2 for Prudential.

We notice that in a set of 48 relative quantiles, the probability of observing 1 value that falls out of a 99% confidence interval is 0.3, which suggests that the observation for Evaluator #2 does not trigger a red flag. At the same time, the probability of observing more than 3 such values is improbable (less than 1% chance). This means that consistently abnormal (small or large) relative quantiles for Evaluator #3 are highly improbable under the assumption of natural statistical variability of the weighted average scores.

TABLE 3

Relative quantiles for weighted average scores (see experiment description in Section 5.2). Green cells indicate abnormal relative quantiles (above 0.99 or below 0.01).

(3.1) Relative quantiles: Final Scores

	Eval. 1	Eval. 2	Eval. 3	Eval. 4	Eval. 5	Eval. 6
Valic	0.2796	0.8735	0.0044	0.8956	0.7012	0.3529
Prudential	0.6081	0.9999	0.3075	0.0634	0.5217	0.3075
MassMutual	0.5313	0.7149	0.0007	0.8159	0.2389	0.8757
ING	0.0402	0.6733	0.9961	0.5921	0.4538	0.1683

(3.2) Relative quantiles: 1st Round

	Eval. 1	Eval. 2	Eval. 3	Eval. 4	Eval. 5	Eval. 6
Valic	0.2796	0.8735	0.0044	0.8956	0.7012	0.3529
Prudential	0.5137	0.9955	0.0088	0.3115	0.6356	0.5137
MassMutual	0.3967	0.7754	0.0005	0.947	0.3967	0.6288
ING	0.1093	0.443	0.9998	0.7233	0.3308	0.1996

5.3 Finding C

Given the fact that the scores of Evaluator #3 deviate significantly from the scores of the other five Evaluators, we proceed with examining the overall scoring results if the results of Evaluator #3 are dismissed. Namely, we compute the consensus weighted average scores for each company in 1st evaluation and final evaluation using the scores of the five Evaluators, excluding Evaluator #3. The results are presented in **TABLE 4**.

The table shows that the five Evaluators come to the same consistent conclusion in both evaluation rounds: (i) MassMutual is ranked the best in both rounds of evaluation, (ii) The rankings for the four companies are the same in 1st and final rounds, (iii) The difference between the first and second place is at least 36 points.

TABLE 4
Weighted average scores for the five Evaluators excluding Evaluator #3.
The winner is highlighted in green.

		Eval. 1	Eval. 2	Eval. 4	Eval. 5	Eval. 6	Average	Rank
1 st round	Valic	365	570	580	505	390	482	4
	Prudential	565	645	540	580	565	579	3
	MassMutual	865	890	905	865	880	881	1
	ING	715	780	830	760	735	764	2
Final evaluation	Valic	365	570	580	505	390	482	4
	Prudential	600	675	530	590	565	592	3
	MassMutual	865	890	905	825	915	880	1
	ING	770	900	885	860	805	844	2

5.4 Finding D

Given the fact that the scores of Evaluator #3 deviate significantly from the scores of the other five Evaluators, we proceed with examining the overall scoring results if the scores of Evaluator #3 are replaced by the scores of another Evaluator. Since Evaluator #3 ranked ING higher than MassMutual, we replace his scores with the scores of the other two Evaluators who ranked ING higher than MassMutual in the final evaluation: Evaluator #2 and Evaluator #5. (Notice that in the 1st evaluation all Evaluators except Evaluator #3 ranked MassMutual higher than ING). The results are shown in **TABLE 4**.

The results show that replacing the scores of Evaluator #3 with scores of any other Evaluator leads to the following consistent conclusions: (i) MassMutual is ranked the best in both rounds of evaluation, (ii) The rankings for the four companies are the same in 1st and final rounds, (iii) The difference between the first and second place is at least 29 points.

TABLE 5

Weighted average scores in the experiment where scores of Evaluator #3 are replaced with scores of another Evaluator who ranked ING higher than MassMutual in the final evaluation. The winner is highlighted in green.

(5.1) Evaluator #3 is replaced with Evaluator #2

		Eval. 1	Eval. 2	Eval. 2	Eval. 4	Eval. 5	Eval. 6	Average	Rank
1 st round	Valic	365	570	570	580	505	390	497	4
	Prudential	565	645	645	540	580	565	590	3
	MassMutual	865	890	890	905	865	880	882	1
	ING	715	780	780	830	760	735	767	2
Final evaluation	Valic	365	570	570	580	505	390	497	4
	Prudential	600	675	675	530	590	565	606	3
	MassMutual	865	890	890	905	825	915	882	1
	ING	770	900	900	885	860	805	853	2

(5.2) Evaluator #3 is replaced with Evaluator #5

		Eval. 1	Eval. 2	Eval. 5	Eval. 4	Eval. 5	Eval. 6	Average	Rank
1 st round	Valic	365	570	505	580	505	390	486	4
	Prudential	565	645	580	540	580	565	579	3
	MassMutual	865	890	865	905	865	880	878	1
	ING	715	780	760	830	760	735	763	2
Final evaluation	Valic	365	570	505	580	505	390	486	4
	Prudential	600	675	590	530	590	565	592	3
	MassMutual	865	890	825	905	825	915	871	1
	ING	770	900	860	885	860	805	847	2

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Appendix A

Evaluation categories with respective weights

1. Experience and Financial Stability	5
2. Record Keeping and Administration	10
3. Participant Services	25
4. Overall Response	5
5. Stable Value	40
5. Cost Structure / Vendor Fee	15

Appendix B

Sample Scoring System Summary

Either		Description
Percentage of Points Available Method	Weighted Scores Method	
100%	10	Exceptional
90%	9	
80%	8	Exceeds Minimum Requirements
70%	7	
60%	6	
50%	5	Meets Minimum Requirements
40%	4	
30%	3	Fails to Meet Minimum Requirements
20%	2	
10%	1	
0	0	Unacceptable

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
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Date: November 30, 2014

To: Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

From: Julia Teska, Director
Department of Administration

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

UPDATE ON THE FISCAL YEAR 2015 PROJECTED ENDING FUND BALANCE

Agenda Item Write-up:

Pursuant to subsection 1 of section 67 of Assembly Bill 507 of the 2013 legislative session, if projections of the ending balance of the State General Fund fall below the amount estimated by the 2013 Legislature for Fiscal Year 2015, the Director of the Department of Administration shall report this information to the State Board of Examiners. Subsection 2 states that if the Board of Examiners determines the ending balance of the State General Fund is projected to be less than \$80,000,000, the Governor, pursuant to NRS 353.225, may direct the Director of the Department of Administration to require the State Controller or the head of each department, institution or agency to set aside a reserve of not more than 15 percent of the total amount of operating expenses or other appropriations and money otherwise available to the department, institution or agency.

A report will be presented to the Board of Examiners on the projected Fiscal Year 2015 ending balance based on the revenue projections approved by the Economic Forum at their December 3, 2014 meeting.

REVIEWED: _____
ACTION ITEM: <u>4</u>

FY 2015 Fund Balance

Presented to the Board of Examiners
December 9, 2015
Department of Administration – Budget Division

Brief History FY 2012 – FY 2015

	Leg Approved	Actual/Projected
FY 2012		
Beginning Balance	\$244,075,747	\$324,068,651
Ending Balance	\$162,320,520	\$335,569,312
FY 2013		
Beginning Balance	\$335,569,312	\$335,569,312
Ending Balance	\$212,718,212	\$299,966,905
FY 2014		
Beginning Balance	\$212,718,212	\$299,966,905
Ending Balance*	\$181,005,962	\$183,544,262
FY 2015		
Beginning Balance	\$181,005,962	\$183,544,262
Ending Balance**	\$174,414,032	\$7,983,542

* due to fund balance at the end of FY 2013, \$28,061,106 was transferred to the Rainy Day Fund

** This balance does not include the \$28,061,106 that is in the Rainy Day Fund

2013-2015 Biennium Issues

- Revenues
 - Gaming Revenues Below Forecast
 - FY 2014 - \$9 million
 - FY 2015 - \$41.5 million
 - Net Proceeds/Mining Taxes Below Forecast
 - FY 2014 - \$69 million
 - FY 2015 - \$72 million
- Expenditures
 - DSA Enrollment
 - FY 2014 – approx. \$19.3 million over approved (3,464 students)
 - FY 2014 Hold Harmless – approx. \$7.6 million (1,369 students)
 - FY 2015 – approx. \$53 million over approved (9,378 students)
 - FY 2015 Hold Harmless – approx. \$17.5 million (3,092 students)

Projected 2015 Fund Balance

Fiscal Year 2015

Unappropriated Balance - July 1, 2014

Leg Approved Actual/Projected Difference
 181,005,962 183,544,262 2,538,300

Unrestricted Revenue
 TAC/Economic Forum (December 2014)

3,292,255,768 3,205,289,294 (86,966,474)

Restricted General Fund Revenue

Unclaimed Property - Millennium Scholarship
 Quarterly Slot Tax - Problem Gambling

7,600,000 7,600,000 0
 1,459,932 1,459,932 0

General Fund Reversions/Transfers to General Fund

40,000,000 40,000,000 0

Total General Fund Resources

3,522,321,662 3,437,893,488 (84,428,174)

Appropriations/Transfers

Unrestricted Appropriations/Transfers

FY 2015 Operating Appropriations

Transfers Between FY 2014 and 2015

One-time Appropriations 2013 Legislature

Supplemental Appropriations

Cost of 2015 Legislature

Total Unrestricted GF Appropriations/Transfers

(3,318,446,242) (3,318,446,242) 0
 0 6,309,803 6,309,803
 (401,456) (401,456) 0
 (86,812,119) (86,812,119) 0
 (20,000,000) (20,000,000) 0
(3,338,847,698) (3,419,350,014) (80,502,316)

Restricted Transfers

Millennium Scholarship

Problem Gambling

Disaster Relief

Total Restricted Transfers

(7,600,000) (7,600,000) 0
 (1,459,932) (1,459,932) 0
 0 (1,500,000) (1,500,000)
(9,059,932) (10,559,932) (1,500,000)

Total Unappropriated General Fund Balance June 30, 2015

5% Minimum Ending Fund Balance

Balance Over/(under) 5% Minimum

174,414,032 7,983,542 (166,430,490)
 165,922,312 169,897,428 3,975,116
8,491,720 (161,913,886) (170,405,606)

Transfer balance from Rainy Day Fund

28,061,106

Revised Fund Balance

Revised Shortfall

36,044,648 (133,852,780)

Proposed Solutions

Total Unappropriated General Fund Balance June 30, 2015	174,414,032	7,983,542
5% Minimum Ending Fund Balance	165,922,312	169,897,428
Balance Over/(under) 5% Minimum	8,491,720	(161,913,886)
Transfer balance from Rainy Day Fund		28,061,106
Revised Fund Balance		36,044,648
Revised Shortfall		(133,852,780)
AEGIS Holidays (2)		17,000,000
U/I savings (Jan - Jun)		700,000
DPBH New Medicaid Billing January - June 2015		10,000,000
DHHS Private UPL		1,284,150
Taxation - unclaimed overpayments		100,000
NSHE Salary Adjustment Funds		6,574,649
Reserve Sweeps		36,267,938
Revised Fund Balance		107,971,385
Revised Shortfall		(61,926,043)

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: November 12, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF FORESTRY

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Nevada Division of Forestry (NDF) requests approval to purchase three replacement vehicles at a cost of \$13,982.50.

Additional Information:

The Nevada Highway Patrol (NHP) current has several vehicles that are due to be decommissioned and put into the upcoming state auction. At this time the Division of Forestry is in need of three replacement vehicles. The division has inspected the NHP vehicles and has determined that the vehicles can provide NDF with some useful service by replacing three agency vehicles that are no longer able to be maintained in the division's inventory due to the high level of maintenance required to keep the vehicles in service.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

STATE VEHICLE PURCHASE



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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF FORESTRY	3	\$13,982.50
Total:	3	\$13,982.50

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

OCT 29 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Agency Name: Nevada Division of Forestry		Budget Account #: 4195	
Contact Name: Dave Prather		Telephone Number: (775) 684 - 2503	
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: 3		Amount of the request: 13,982.50	
Is the requested vehicle(s) new or used: Used - Nevada Highway Patrol			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:			
Mission of the requested vehicle(s): Administrative staff vehicles for fire support, training assignments, and utilization for daily duties to support program missions within the agency.			
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? Fire assistance grant program	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> Addition(s) <input type="checkbox"/> Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. Yes.			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: PLEASE SEE ATTACHED Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: PLEASE SEE ATTACHED <i>Please attach an additional sheet if necessary</i>		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. No/Equal	
APPOINTING AUTHORITY APPROVAL:			
			
Agency Appointing Authority		Title	Date
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	



STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY

2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2573

October 28, 2014

TO: Dave Prather / BOE Admin. Staff
FROM: Cory Moore
RE: Vehicle Purchase – From NHP

Dear Administrative Staff:

The Nevada Highway Patrol currently has several vehicles that are due to be decommissioned and put into the upcoming State auction. I have recently visited Elko and Las Vegas to inspect these vehicles to see if they would be beneficial to NDF. At this time, the Nevada Division of Forestry is in need of a few vehicles to replace the vehicles that we are utilizing that are no longer reliable, and are becoming financially cumbersome to continue to repair and maintain to support agency programs. I would like to utilize vehicle/equipment money that is available from the Fire Assistance Grant Program to purchase the vehicles from the NHP to repurpose them for NDF.

These vehicles from the NHP are as follows:

2008 GMC 2500HD Crew Cab – 130,554 – Las Vegas - NHP Unit # 08214 - 1GTHK23K68F205241 \$6100.50
2008 GMC 2500HD Crew Cab – 141,570 – Las Vegas - NHP Unit # 08288 - 1GTHK23K18F205907 \$5033.00
2006 Ford Expedition – 116,990 – Las Vegas - NHP Unit # 06215 - 1FMPU16536LA75676 \$2849.00

NDF Vehicle Plan: Total: \$13,982.50

An NHP 2008 GMC 2500 will be utilized for a new position at NDF – Air Operations Manager
An NHP 2008 GMC 2500 will replace Pioche Conservation Camp's EX32777 1996 GMC P/U 145,000 mi.
used for fire suppression efforts and training assignments.
An NHP 2006 Ford Expedition will replace EX51824 2003 Ford Expedition 174,128 mi. for NDF Incident Bus.
Specialist.

Thank you,

A handwritten signature in black ink that reads "Cory M. Moore".

Cory M. Moore
Nevada Division of Forestry
Interim Fleet Manager
885 Eastlake Blvd.
Carson City, NV 89704
(775) 849-2500 ext. 239 - Office
(775) 443-8792 - Cell
cmoore@forestry.nv.gov

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: October 30, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF STATE PARKS

Agenda Item Write-up:


Pursuant to NRS 333.705, the Division of State Parks requests authorization to contract with Ellison Electric, which is owned and operated by current Assemblyman John Ellison, to provide on-site electrical repair services to various state parks sites on an on call basis.

Additional Information:

The division is in need of periodic electrical services for state park sites in the rural area of the state.

Statutory Authority:

NRS 333.705

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

Authorization to Contract with a Current Employee

Employee Name:	<u>John Ellison</u>
Employee ID number:	_____
Job Title:	<u>State Assemblyman; District 33</u>
Current Agency:	<u>State Legislator</u>
Current class and grade:	<u>State Legislator</u>
Employment Dates:	<u>December 2014-December 2016</u>
Contracting Agency:	<u>NV Division of State Parks-South Fork SRA</u>

Please check which of the following applies:

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


a. Summarize scope of contract work	Repair and restore South Fork SRA and Wild Horse SRA parks electrical systems back to operational status.
b. Document the employee's current job description.	State Assemblyman; District 33
c. Explain how this differs from current State duties.	State Legislator, elected official
d. Explain why existing State employees within your agency cannot perform this function.	NV State Parks does not have the equipment / expertise to repair all components of the electrical systems located within the parks.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.	N/A
f. List contractor's hourly rate.	Electrician and helper is \$110 per hour; electrician only is \$80 per hour; electrician and helper for overtime is \$165 per hour (minimum of 2 hours) electrician only is \$120 per hour (minimum of 2 hours)
g. List the range of comparable State employee rates.	\$20 per hour, overtime must be preapproved for NV State Parks employees before it occurs, however state parks has no qualified electrician within 300 miles of these parks.
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable	The contractor is better equipped to handle repairs and is located within the community making it possible to respond to emergency call outs faster than qualified NV State Parks employees who are stationed over 300 miles away.

RECEIVED

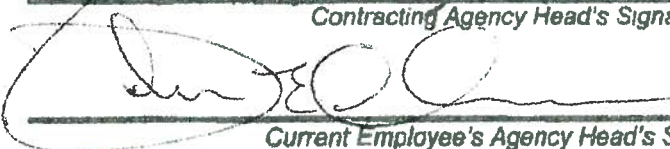
OCT 28 2014

State position by more than 10 percent.	
i. Identify the date and time the contract work will be performed.	On call contract upon approval through December 31, 2016.
j. Identify the State employee's work schedule.	Vanes
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Contractor works a non-standard schedule preventing any conflict with other employment.
l. Document the justification for hiring contractor.	Contractor submitted lowest bid.


Comments:



 Contracting Agency Head's Signature and Date

 10/14/14

 Current Employee's Agency Head's Signature and Date



 Budget Analyst

 Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: November 05, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Melanie Young, Budget Analyst *my*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

Department of Taxation

Agenda Item Write-up:

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

Additional Information:

The Department of Taxation has requested an enhancement decision unit for two former employees to continue services in the 15-17 biennium. It has been requested that they agency provide information as to the reason to continue contracting with former employees and why they are not training current employees to do the tasks of the former employees.

Statutory Authority:

NRS 333.705

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

Authorization to Contract with a Former Employee

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

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

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

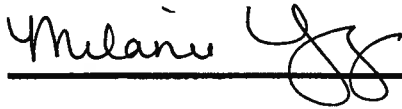
Comments:

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



9.23.14

Contracting Agency Head's Signature and Date



9/30/14

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: November 12, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF FORESTRY

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Nevada Division of Forestry (NDF) requests approval to purchase three replacement vehicles at a cost of \$13,982.50.

Additional Information:

The Nevada Highway Patrol (NHP) current has several vehicles that are due to be decommissioned and put into the upcoming state auction. At this time the Division of Forestry is in need of three replacement vehicles. The division has inspected the NHP vehicles and has determined that the vehicles can provide NDF with some useful service by replacing three agency vehicles that are no longer able to be maintained in the division's inventory due to the high level of maintenance required to keep the vehicles in service.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

(Handwritten initials and number 5)

STATE VEHICLE PURCHASE



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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF FORESTRY	3	\$13,982.50
Total:	3	\$13,982.50

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

OCT 29 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Agency Name: Nevada Division of Forestry		Budget Account #: 4195	
Contact Name: Dave Prather		Telephone Number: (775) 684 - 2503	
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: 3		Amount of the request: 13,982.50	
Is the requested vehicle(s) new or used: Used - Nevada Highway Patrol			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:			
Mission of the requested vehicle(s): Administrative staff vehicles for fire support, training assignments, and utilization for daily duties to support program missions within the agency.			
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? Fire assistance grant program	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> Addition(s) <input type="checkbox"/> Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. Yes.			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: PLEASE SEE ATTACHED Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: PLEASE SEE ATTACHED <i>Please attach an additional sheet if necessary</i>		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. No/Equal	
APPOINTING AUTHORITY APPROVAL:			
			
Agency Appointing Authority		Title	Date
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	



STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY

2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2573

October 28, 2014

TO: Dave Prather / BOE Admin. Staff
FROM: Cory Moore
RE: Vehicle Purchase – From NHP

Dear Administrative Staff:

The Nevada Highway Patrol currently has several vehicles that are due to be decommissioned and put into the upcoming State auction. I have recently visited Elko and Las Vegas to inspect these vehicles to see if they would be beneficial to NDF. At this time, the Nevada Division of Forestry is in need of a few vehicles to replace the vehicles that we are utilizing that are no longer reliable, and are becoming financially cumbersome to continue to repair and maintain to support agency programs. I would like to utilize vehicle/equipment money that is available from the Fire Assistance Grant Program to purchase the vehicles from the NHP to repurpose them for NDF.

These vehicles from the NHP are as follows:

2008 GMC 2500HD Crew Cab – 130,554 – Las Vegas - NHP Unit # 08214 - 1GTHK23K68F205241 \$6100.50
2008 GMC 2500HD Crew Cab – 141,570 – Las Vegas - NHP Unit # 08288 - 1GTHK23K18F205907 \$5033.00
2006 Ford Expedition – 116,990 – Las Vegas - NHP Unit # 06215 - 1FMPU16536LA75676 \$2849.00

NDF Vehicle Plan: Total: \$13,982.50

An NHP 2008 GMC 2500 will be utilized for a new position at NDF – Air Operations Manager
An NHP 2008 GMC 2500 will replace Pioche Conservation Camp's EX32777 1996 GMC P/U 145,000 mi.
used for fire suppression efforts and training assignments.
An NHP 2006 Ford Expedition will replace EX51824 2003 Ford Expedition 174,128 mi. for NDF Incident Bus.
Specialist.

Thank you,

A handwritten signature in black ink that reads "Cory M. Moore".

Cory M. Moore
Nevada Division of Forestry
Interim Fleet Manager
885 Eastlake Blvd.
Carson City, NV 89704
(775) 849-2500 ext. 239 - Office
(775) 443-8792 - Cell
cmoore@forestry.nv.gov

Brian Sandoval
Governor



Julia Teska
State Budget Director

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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: October 30, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF STATE PARKS

Agenda Item Write-up:


Pursuant to NRS 333.705, the Division of State Parks requests authorization to contract with Ellison Electric, which is owned and operated by current Assemblyman John Ellison, to provide on-site electrical repair services to various state parks sites on an on call basis.

Additional Information:

The division is in need of periodic electrical services for state park sites in the rural area of the state.

Statutory Authority:

NRS 333.705

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

Authorization to Contract with a Current Employee

Employee Name:	<u>John Ellison</u>
Employee ID number:	_____
Job Title:	<u>State Assemblyman; District 33</u>
Current Agency:	<u>State Legislator</u>
Current class and grade:	<u>State Legislator</u>
Employment Dates:	<u>December 2014-December 2016</u>
Contracting Agency:	<u>NV Division of State Parks-South Fork SRA</u>

Please check which of the following applies:

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


a. Summarize scope of contract work.	Repair and restore South Fork SRA and Wild Horse SRA parks electrical systems back to operational status.
b. Document the employee's current job description.	State Assemblyman; District 33
c. Explain how this differs from current State duties.	State Legislator, elected official
d. Explain why existing State employees within your agency cannot perform this function.	NV State Parks does not have the equipment / expertise to repair all components of the electrical systems located within the parks.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.	N/A
f. List contractor's hourly rate.	Electrician and helper is \$110 per hour; electrician only is \$80 per hour; electrician and helper for overtime is \$165 per hour (minimum of 2 hours) electrician only is \$120 per hour (minimum of 2 hours)
g. List the range of comparable State employee rates.	\$20 per hour, overtime must be preapproved for NV State Parks employees before it occurs, however state parks has no qualified electrician within 300 miles of these parks.
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable	The contractor is better equipped to handle repairs and is located within the community making it possible to respond to emergency call outs faster than qualified NV State Parks employees who are stationed over 300 miles away.

RECEIVED

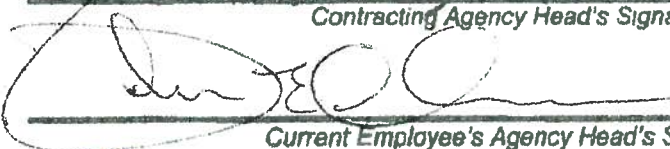
OCT 28 2014

State position by more than 10 percent.	
i. Identify the date and time the contract work will be performed.	On call contract upon approval through December 31, 2016.
j. Identify the State employee's work schedule.	Vanes
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Contractor works a non-standard schedule preventing any conflict with other employment.
l. Document the justification for hiring contractor.	Contractor submitted lowest bid.


Comments:



 Contracting Agency Head's Signature and Date

 10/14/14

 Current Employee's Agency Head's Signature and Date



 Budget Analyst

 Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: November 05, 2014

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

From: Melanie Young, Budget Analyst *my*
Budget Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

Department of Taxation

Agenda Item Write-up:

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

Additional Information:

The Department of Taxation has requested an enhancement decision unit for two former employees to continue services in the 15-17 biennium. It has been requested that they agency provide information as to the reason to continue contracting with former employees and why they are not training current employees to do the tasks of the former employees.

Statutory Authority:

NRS 333.705

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

Authorization to Contract with a Former Employee

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

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

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

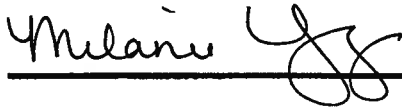
Comments:

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



9.23.14

Contracting Agency Head's Signature and Date



9/30/14

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: November 12, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF FORESTRY

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Conservation and Natural Resources, Nevada Division of Forestry (NDF) requests approval to purchase three replacement vehicles at a cost of \$13,982.50.

Additional Information:

The Nevada Highway Patrol (NHP) current has several vehicles that are due to be decommissioned and put into the upcoming state auction. At this time the Division of Forestry is in need of three replacement vehicles. The division has inspected the NHP vehicles and has determined that the vehicles can provide NDF with some useful service by replacing three agency vehicles that are no longer able to be maintained in the division's inventory due to the high level of maintenance required to keep the vehicles in service.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

STATE VEHICLE PURCHASE


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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF FORESTRY	3	\$13,982.50
Total:	3	\$13,982.50

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

OCT 29 2014

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

Agency Name: Nevada Division of Forestry		Budget Account #: 4195	
Contact Name: Dave Prather		Telephone Number: (775) 684 - 2503	
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: 3		Amount of the request: 13,982.50	
Is the requested vehicle(s) new or used: Used - Nevada Highway Patrol			
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:			
Mission of the requested vehicle(s): Administrative staff vehicles for fire support, training assignments, and utilization for daily duties to support program missions within the agency.			
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? Fire assistance grant program	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> Addition(s) <input type="checkbox"/> Replacement(s)			
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. Yes.			
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: PLEASE SEE ATTACHED		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes	
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: PLEASE SEE ATTACHED		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. No/Equal	
<i>Please attach an additional sheet if necessary</i>			
APPOINTING AUTHORITY APPROVAL:			
		<i>DEPUTY ADMINISTRATOR</i>	
Agency Appointing Authority		Title	Date <i>10/29/14</i>
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	



STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
NEVADA DIVISION OF FORESTRY

2478 Fairview Drive
Carson City, Nevada 89701
Phone (775) 684-2500 Fax (775) 684-2573

October 28, 2014

TO: Dave Prather / BOE Admin. Staff
FROM: Cory Moore
RE: Vehicle Purchase – From NHP

Dear Administrative Staff:

The Nevada Highway Patrol currently has several vehicles that are due to be decommissioned and put into the upcoming State auction. I have recently visited Elko and Las Vegas to inspect these vehicles to see if they would be beneficial to NDF. At this time, the Nevada Division of Forestry is in need of a few vehicles to replace the vehicles that we are utilizing that are no longer reliable, and are becoming financially cumbersome to continue to repair and maintain to support agency programs. I would like to utilize vehicle/equipment money that is available from the Fire Assistance Grant Program to purchase the vehicles from the NHP to repurpose them for NDF.

These vehicles from the NHP are as follows:

2008 GMC 2500HD Crew Cab – 130,554 – Las Vegas - NHP Unit # 08214 - 1GTHK23K68F205241 \$6100.50
2008 GMC 2500HD Crew Cab – 141,570 – Las Vegas - NHP Unit # 08288 - 1GTHK23K18F205907 \$5033.00
2006 Ford Expedition – 116,990 – Las Vegas - NHP Unit # 06215 - 1FMPU16536LA75676 \$2849.00

NDF Vehicle Plan: Total: \$13,982.50

An NHP 2008 GMC 2500 will be utilized for a new position at NDF – Air Operations Manager
An NHP 2008 GMC 2500 will replace Pioche Conservation Camp's EX32777 1996 GMC P/U 145,000 mi.
used for fire suppression efforts and training assignments.
An NHP 2006 Ford Expedition will replace EX51824 2003 Ford Expedition 174,128 mi. for NDF Incident Bus.
Specialist.

Thank you,

Handwritten signature of Cory M. Moore in black ink.

Cory M. Moore
Nevada Division of Forestry
Interim Fleet Manager
885 Eastlake Blvd.
Carson City, NV 89704
(775) 849-2500 ext. 239 - Office
(775) 443-8792 - Cell
cmoore@forestry.nv.gov

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: October 30, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF STATE PARKS

Agenda Item Write-up:


Pursuant to NRS 333.705, the Division of State Parks requests authorization to contract with Ellison Electric, which is owned and operated by current Assemblyman John Ellison, to provide on-site electrical repair services to various state parks sites on an on call basis.

Additional Information:

The division is in need of periodic electrical services for state park sites in the rural area of the state.

Statutory Authority:

NRS 333.705

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

Authorization to Contract with a Current Employee

Employee Name:	<u>John Ellison</u>
Employee ID number:	_____
Job Title:	<u>State Assemblyman; District 33</u>
Current Agency:	<u>State Legislator</u>
Current class and grade:	<u>State Legislator</u>
Employment Dates:	<u>December 2014-December 2016</u>
Contracting Agency:	<u>NV Division of State Parks-South Fork SRA</u>

Please check which of the following applies:

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


a. Summarize scope of contract work.	Repair and restore South Fork SRA and Wild Horse SRA parks electrical systems back to operational status.
b. Document the employee's current job description.	State Assemblyman; District 33
c. Explain how this differs from current State duties.	State Legislator, elected official
d. Explain why existing State employees within your agency cannot perform this function.	NV State Parks does not have the equipment / expertise to repair all components of the electrical systems located within the parks.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.	N/A
f. List contractor's hourly rate.	Electrician and helper is \$110 per hour; electrician only is \$80 per hour; electrician and helper for overtime is \$165 per hour (minimum of 2 hours) electrician only is \$120 per hour (minimum of 2 hours)
g. List the range of comparable State employee rates.	\$20 per hour, overtime must be preapproved for NV State Parks employees before it occurs, however state parks has no qualified electrician within 300 miles of these parks.
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable	The contractor is better equipped to handle repairs and is located within the community making it possible to respond to emergency call outs faster than qualified NV State Parks employees who are stationed over 300 miles away.

RECEIVED

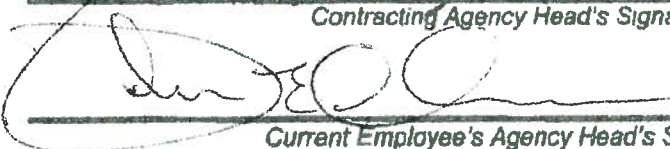
OCT 28 2014

State position by more than 10 percent.	
i. Identify the date and time the contract work will be performed.	On call contract upon approval through December 31, 2016.
j. Identify the State employee's work schedule.	Vanes
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	Contractor works a non-standard schedule preventing any conflict with other employment.
l. Document the justification for hiring contractor.	Contractor submitted lowest bid.


Comments:



 Contracting Agency Head's Signature and Date

 10/14/14

 Current Employee's Agency Head's Signature and Date



 Budget Analyst

 Clerk of the Board of Examiners

Brian Sandoval
Governor



Julia Teska
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: November 05, 2014
To: Julia Teska, Clerk of the Board
Department of Administration
From: Melanie Young, Budget Analyst *my*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

Department of Taxation

Agenda Item Write-up:

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

Additional Information:

The Department of Taxation has requested an enhancement decision unit for two former employees to continue services in the 15-17 biennium. It has been requested that they agency provide information as to the reason to continue contracting with former employees and why they are not training current employees to do the tasks of the former employees.

Statutory Authority:

NRS 333.705

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

Authorization to Contract with a Former Employee

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

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

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

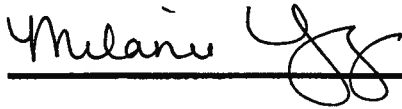
Comments:

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



9.23.14

Contracting Agency Head's Signature and Date



9/30/14

Budget Analyst

Clerk of the Board of Examiners

For Budget Division Use Only	
Reviewed by: <i>EJK</i>	<i>11/8/14</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, Nevada 89706
Don Coston 775-684-0652, Fax 775-684-0681, dxcoston@dwss.nv.gov
Elizabeth Watson 775-684-0514, EWATSON@dwss.nv.gov

2. Name of Landlord (Lessor): The Charbonneau Family Trust, dated December 12, 1992 Mabel Charbonneau and Jeff Charconneau, Trustees and/or Trustees'

3. Address of Landlord: 5851 Keomah Street
Pahrump, Nevada 89061

4. Property contact: Mabel Charbonneau
Phone: (775) 727-4138

5. Address of Lease property: 1840 Pahrump Valley Boulevard
Pahrump, Nevada 89048

a. Square Footage: Rentable 5,000
 Usable

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$6,200.00	12	\$74,400.00	January 1, 2015 - December 31, 2015	\$1.24
0% \$6,200.00	6	\$37,200.00	January 1, 2016 - June 30, 2016	\$1.24
c. Total Lease Consideration:		18	\$111,600.00	
d. Option to renew:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	90	Renewal terms: One identical term
e. Holdover notice:		# of Days required	30	Holdover terms: 5%/90
f. Term:		Eighteen months		
g. Pass-thrus/CAM/Taxes:		<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant		
h. Utilities:		<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant		
i. Janitorial:		<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see remarks)		
j. Repairs:		Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant		
k. Comparable Market Rate:		After every effort to obtain this information, the market rate is not available for this rural area.		
l. Specific termination clause in lease:		Breach/Default lack of funding		
m. Lease will be paid for by Agency Budget Account Number:		3233		

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

7. This lease constitutes:

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

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This is an renewal of an existing modified gross lease, resulting in an increase of 3.33%. The Tenant will continue to pay for electric and water/sewer services and janitorial services.

Exceptions/Special notes: A eighteen (18) month lease was negotiated at the request of the Tenant.

RECEIVED

OCT 21 2014

For Budget Division Use Only	
Reviewed by: EAC	11/2/14
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services, Division of Welfare and Supportive Services
1470 College Parkway
Carson City, Nevada 89706
Don Coston 775.684.0652 fax: 775.684.0656 dxcoston@dwss.nv.gov

2. Name of Landlord (Lessor): ✓ Park Center Tower, LLC

3. Address of Landlord: Department #34166
PO Box 39000
San Francisco, California 94139
707.795.4477 fax: 707.795.6283

4. Property contact: Basin Street Properties
300 East Second Street, Suite 1300
Reno, Nevada 89501
Scott Stranzl 775.954.2828 fax: 775.954.2917 scott@basin-street.com

5. Address of Lease property: ✓ 300 East Second Street, Suites 1200 & 1250
Reno, Nevada 89501

a. Square Footage: Rentable
 Usable 11,425 ✓

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
✓ \$18,851.25	9	\$169,661.25	January 1, 2015 - September 30, 2015	\$1.65
\$0.00	1	\$0.00	October 1, 2015 - October 31, 2015	\$0.00
✓ \$18,851.25	1	\$18,851.25	November 1, 2015 - November 30, 2015	\$1.65
\$0.00	1	\$0.00	December 1, 2015 - December 31, 2015	\$0.00
✓ 3% \$19,422.50	12	\$233,070.00	January 1, 2016 - December 31, 2016	\$1.70
✓ 3% \$19,993.75	12	\$239,925.00	January 1, 2017 - December 31, 2017	\$1.75
c. Total Lease Consideration:		36	\$661,507.50	
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	90	Renewal terms:	One identical term
e. Holdover notice:	# of Days required	30	Holdover terms:	5%/90
f. Term:	✓ Three (3) Years			
g. Pass-thrus & CAMS	None			
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant			
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see remarks)			
j. Major repairs:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant			
k. Minor repairs:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant			
l. Taxes:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant			
m. Comparable Market Rate:	\$1.50 - \$1.70			
n. Specific termination clause in lease:	Breach/Default lack of funding			
o. Lease will be paid for by Agency Budget Account Number:	3233			

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

7. This lease constitutes:

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

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

Remarks: This lease renewal creates a savings of \$37,702.50 or 5.39%. This office space is needed to maintain ongoing business/services for the northern Nevada child support enforcement unit.

Exceptions/Special notes: This lease includes 60 parking passes for the use of employees. Lost, misplaced or stolen passes can be replaced for the fee of \$10.00 each. At the termination of this agreement, Tenant will return 60 passes to the Lessor, for any non-returned passes a fee of \$10.00 each will be charged.

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DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

2


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20071410779</u>	<u>10/31/2014</u>	48
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T27018925</u>		

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

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



 Authorized Signature 10-28-14 Date
 Public Works Division, Buildings and Grounds Section



 Authorized Signature - Agency 10/14/14 Date

II
 For Board of Examiners YES NO

2

For Budget Division Use Only	
Reviewed by: EAK	11/20/14
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Office of the Secretary of State
 101 North Carson Street, Suite 3
 Carson City, Nevada 89701
 Ryan High, Deputy Secretary of State for Operations
 (775) 684-5720, Fax (775) 684 5717; rhigh@sos.nv.gov
 Pam Dover, 775-684-5738, pdover@sos.nv.gov

2. Name of Landlord (Lessor): The Bauserman Building, LLC

3. Address of Landlord: 5355 Kietzke Lane, Suite 200
 Reno, Nevada 89511

4. Property contact: Jim Bauserman (775) 784-9440; Fax (775) 784-9401

5. Address of Lease property: 500 Damonte Ranch Parkway, Suite 657-A
 Reno, Nevada 89521

a. Square Footage: Rentable
 Usable 2,882

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	cost per square foot
	\$4,236.54	12	\$50,838.48	May 1, 2015 through April 30, 2016	\$1.47
Increase % <input checked="" type="checkbox"/> 3%	\$4,351.82	12	\$52,221.84	May 1, 2016 through April 30, 2017	\$1.51
<input checked="" type="checkbox"/> 0%	\$4,351.82	12	\$52,221.84	May 1, 2017 through April 30, 2018	\$1.51
<input checked="" type="checkbox"/> 3%	\$4,495.92	12	\$53,951.04	May 1, 2018 through April 30, 2019	\$1.56
<input checked="" type="checkbox"/> 0%	\$4,495.92	12	\$53,951.04	May 1, 2019 through April 30, 2020	\$1.56

c. Total Lease Consideration: 60 \$263,184.24

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

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

f. Term: Five (5) years

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

h. Utilities: Landlord Tenant

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

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

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

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

m. Lease will be paid for by Agency Budget Account Number: 1050

6. Purpose of the lease: To house the office of the Secretary of State

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

a. Estimated moving expenses: N/A Furnishings: N/A Data/Phones: N/A

Remarks: This is a renewal and extension of an existing lease with a 4.02% increase over the five year term.

Exceptions/ Special notes:

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DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET DIVISION


STATEWIDE LEASE INFORMATION

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20111343163</u>	Expiration date: <u>05/31/15</u>
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>	
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section		
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*If no, please explain in exceptions section		
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
*If no, please explain in exceptions section		
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>T27031472</u>	

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

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



 Authorized Signature
 Public Works Division, Buildings and Grounds Section
 Date 11-18-14



 Authorized Signature - Agency
 Date 11/13/14

do
For Board of Examiners YES NO

STATEWIDE LEASE INFORMATION

1. Agency: Private Investigator's Licensing Board
704 West Nye Lane, Suite 203
Carson City, Nevada 89703
Kevin Ingram 702.486.3003 fax: 702.486.3009 kingram@ag.nv.gov

2. Name of Landlord (Lessor): Durango Drive NV, LLC

3. Address of Landlord: 9103 Alta Drive, Unit 204
Las Vegas, Nevada 89145

4. Property contact: Kennedy Wilson Properties
8395 West Sunset Road, Suite 140
Las Vegas, Nevada 89113
702.896.2683 or 877.311.6552

5. Address of Lease property: 3110 South Durango Drive, Suite 203
Las Vegas, Nevada 89117

a. Square Footage: Rentable Usable 2,235

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$4,023.00	12	\$48,276.00	December 1, 2014 - November 30, 2015	\$1.80
0% \$4,023.00	12	\$48,276.00	December 1, 2015 - November 30, 2016	\$1.80
3% \$4,134.75	12	\$49,617.00	December 1, 2016 - November 30, 2017	\$1.85
0% \$4,134.75	12	\$49,617.00	December 1, 2017 - November 30, 2018	\$1.85
3% \$4,268.85	12	\$51,226.20	December 1, 2018 - November 30, 2019	\$1.91

increase %

c. Total Lease Consideration: 60 \$247,012.20

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

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

f. Term: Five (5) Years

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

h. Utilities: Landlord Tenant

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

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

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

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

m. Lease will be paid for by Agency Budget Account Number: 1032

6. Purpose of the lease: To house the Private Investigator's Licensing Board

7. This lease constitutes:

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

a. Estimated moving expenses: \$500.00 Furnishings: \$0.00 Data/Phones: \$500.00

Remarks: This full service lease was negotiated to relocate the Board to larger space to accommodate additional FTE's. There is an increase of 266 square feet.

Exceptions/Special notes: This lease includes Lessor provided furniture.

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DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET DIVISION

4

STATEWIDE LEASE INFORMATION

IF THIS SPACE IS NEW, A RELOCATION, ADDITIONAL OR A REMODEL OF EXISTING SPACE - IS THE LEASE CHANGE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET. Yes ___ No X Dec Unit _____

IF NO, PLEASE PROVIDE THE WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET OR PROVIDE AN EXPLANATION

This expense has always been part of the work programs to establish new FY Budgets. We are simply relocating to a different office in the same complex. CC29769

[Signature] 11/17/14
Authorized Agency Signature Date

For Public Works Informallon:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20111446534</u>	<u>7/31/2015</u>	11
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>		
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
f. Is the Legal Entity active and in good standing with the Nevada Secretary of State Office?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	<u>T29028485</u>		

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

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

[Signature] 11-18-14
Authorized Signature Date
Public Works Division

For Board of Examiners YES NO

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: **15048** Amendment Number: **1**

Agency Name: **NUCLEAR PROJECTS OFFICE** Legal Entity Name: **STROLIN CONSULTING LLC**

Agency Code: **012** Contractor Name: **STROLIN CONSULTING LLC**

Appropriation Unit: **1005-11** Address: **2559 NYE DR**

Is budget authority available?: **Yes** City/State/Zip: **MINDEN, NV 89423-7012**

If "No" please explain: Not Applicable Contact/Phone: **Joseph Strolin 775/267-2225**

Vendor No.: **T29022105**

NV Business ID: **NV20091397942**

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	80.00 %	X Other funding	20.00 % Western Governors Association

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/12/2013**

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2014**Contract term: **2 years and 49 days**4. Type of contract: **Contract**Contract description: **JCS4**

5. Purpose of contract:

This is the first amendment to the original contract, which provides ongoing services necessary to implement the agency's mission in the continuing requirements of oversight of the Yucca Mountain repository program and the ongoing Nuclear Regulatory Commission licensing proceeding, including work related to transuranic and low-level radioactive waste shipments within Nevada; work associated with the Agreement-in-Principle between the State of Nevada and the US Department of Energy/NNSA/Nevada Site Office; and other services required for the effective operations of the agency. This amendment extends the termination date from December 31, 2014 to December 31, 2015 and increases the maximum amount from \$75,000 to \$150,000 due to the extension.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$75,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$75,000.00
4. New maximum contract amount:	\$150,000.00
and/or the termination date of the original contract has changed to:	12/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to budget reductions, it was not possible to fund the Planning Division Administrator position for the foreseeable future. Mr. Strolin has agreed to assist the agency on a part-time basis to assure that important Planning Division work can continue. Mr. Strolin has unique qualifications, knowledge, and experience as a result of his long tenure with the agency and intimate involvement with the Yucca Mountain program and other nuclear waste issues/activities in Nevada, especially with regard to the Nevada National Security Site (formerly the NTS). The DC Circuit Court of Appeals has ordered that the Yucca Mountain licensing proceeding be restarted by the Nuclear Regulatory Commission. Therefore, providing for the continued services of Mr. Strolin is essential for the effective interactions of the Agency with the licensing proceedings.

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

Even if funding were available to fill the Planning Division Administrator position (which there is not), it is not feasible nor possible to spend the years required to train someone new in order to have him or her attain the knowledge and competence needed to perform these services in the timeframe required. This is especially true, given that the Yucca Mountain licensing proceedings are to be restarted.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 130906

Approval Date: 09/26/2013

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:

The contractor was engaged under contract with this Agency (Agency for Nuclear Projects) from July 1, 2009 through January 17, 2011. That contract was terminated effective January 19, 2011 when Mr. Strolin was appointed as Acting Executive Director by Governor Sandoval. Mr. Strolin served in that capacity to Sept. 19, 2011. The Agency then contracted with him again from December 2011 to present. Mr. Strolin's work has been exceptional.

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	slync1	10/29/2014 15:05:46 PM
Division Approval	slync1	10/29/2014 15:05:49 PM
Department Approval	slync1	10/29/2014 15:05:53 PM
Contract Manager Approval	slync1	10/29/2014 15:05:56 PM
Budget Analyst Approval	sbarkdul	11/04/2014 05:44:26 AM
BOE Agenda Approval	cwatson	11/12/2014 06:40:03 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: **15155** Amendment Number: **3**
 Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **BINGHAM MCCUTCHEN LLP**
 Agency Code: **030** Contractor Name: **BINGHAM MCCUTCHEN LLP**
 Appropriation Unit: **All Budget Accounts - Category 04** Address: **3 EMBARCADERO CTR STE 2800**
 Is budget authority available?: **Yes** City/State/Zip: **SAN FRANCISCO, CA 94111-4072**
 If "No" please explain: Not Applicable Contact/Phone: null415/393-2000
 Vendor No.: T32002651
 NV Business ID: NV20131670288

To what State Fiscal Year(s) will the contract be charged? **2014-2015**

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

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

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2013**
 Anticipated BOE meeting date 12/2014
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**
 Contract term: **1 year and 264 days**

4. Type of contract: **Contract**
 Contract description: **Outside Counsel**

5. Purpose of contract:
This is the third amendment to the original contract, which continues ongoing legal services in the defense of a lawsuit filed against the State of Nevada/Department of Health and Human Services. This amendment increases the maximum amount from \$1,513,000 to \$1,913,000 due to increased services required in the defense of this lawsuit.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$49,000.00
2. Total amount of any previous contract amendments:	\$1,464,000.00
3. Amount of current contract amendment:	\$400,000.00
4. New maximum contract amount:	\$1,913,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
 The State of Nevada, Department of Health and Human Services was named in a lawsuit filed by the City and County of San Francisco. Pursuant to NRS 41.03435, which states in part: the Office of the Attorney General may employ special counsel subject to the approval of the State Board of Examiners, if the Attorney General determines at any time prior to trial that it is impracticable, uneconomical or could constitute a conflict of interest for the legal service to be rendered by the Attorney General or a deputy attorney general.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 The Attorney General has decided that it was impracticable and uneconomical to have State of Nevada employees defend the State in this lawsuit.

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

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

Not Applicable

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

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

Pursuant to NAC 333.150, a contract for professional services, including the services of an attorney, do not require a solicitation.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	11/20/2014 09:41:08 AM
Division Approval	clesli1	11/20/2014 09:52:44 AM
Department Approval	chowle	11/20/2014 11:30:53 AM
Contract Manager Approval	lgallow1	11/20/2014 11:37:44 AM
Budget Analyst Approval	ekin4	11/21/2014 15:17:36 PM
BOE Agenda Approval	nhovden	11/21/2014 16:05:31 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: **11355** Amendment Number: **2**

Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **EXPRESS MESSENGER SYSTEMS, INC. DBA ONTRAC**

Agency Code: **082** Contractor Name: **EXPRESS MESSENGER SYSTEMS, INC. DBA ONTRAC**

Appropriation Unit: **1346-10** Address: **750 VISTA BLVD STE 402**

Is budget authority available?: **Yes** City/State/Zip: **SPARKS, NV 89434**

If "No" please explain: **Not Applicable** Contact/Phone: **null775/355-9055**

Vendor No.: **T29016485B**

NV Business ID: **NV20011467792**

To what State Fiscal Year(s) will the contract be charged? **2011-2016**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2010**

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **12/31/2014**

Termination Date:

Contract term: **5 years and 122 days**4. Type of contract: **Contract**Contract description: **Overnight delivery**

5. Purpose of contract:

This is the second amendment to the original contract, which provides ongoing overnight interdepartmental mail services, pick-up, and delivery between the Carson City Mail Center and the Las Vegas Mail Center every work day. This amendment extends the termination date from December 31, 2014 to December 31, 2015 and increases the maximum amount from \$275,592 to \$339,192 to ensure continuation of this essential service while a new Request for Proposal is processed.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$254,392.00
2. Total amount of any previous contract amendments:	\$21,200.00
3. Amount of current contract amendment:	\$63,600.00
4. New maximum contract amount:	\$339,192.00
and/or the termination date of the original contract has changed to:	12/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

The need for State mail to be delivered in a timely manner.

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

Lack of manpower.

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

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

b. Solicitation Waiver: **Not Applicable**

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

The evaluation committee for RFP #1068 rated Express Messenger Systems, Inc dba OnTrac the highest overall. Proposals were received by this contractor and Silver State Couriers.

d. Last bid date: 06/01/2010 Anticipated re-bid date: 03/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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:

2006-2010, Buildings & 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:
Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/30/2014 12:35:14 PM
Division Approval	csweeney	10/30/2014 12:35:16 PM
Department Approval	csweeney	10/30/2014 12:35:20 PM
Contract Manager Approval	csweeney	10/30/2014 12:35:21 PM
Budget Analyst Approval	jrodrig9	11/04/2014 18:38:34 PM
BOE Agenda Approval	cwatson	11/12/2014 06:33:30 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16189**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: PENTA BUILDING GROUP LLC
Agency Code: 082	Contractor Name: PENTA BUILDING GROUP LLC
Appropriation Unit: 1590-46	Address: 181 E WARM SPRING RD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-4101
If "No" please explain: Not Applicable	Contact/Phone: null702/614-1678
	Vendor No.: T29025775
	NV Business ID: NV20081225302

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 %	X Bonds	32.00 %
Highway Funds	0.00 %	X Other funding	68.00 % 56% trans. from LV Mental Health, 6% Cap Proj., 6% trans. from Treasurer

Agency Reference #: 108938

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date: 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**
Contract term: **3 years and 211 days**

4. Type of contract: **Contract**
Contract description: **Owner CMAR Const AGR**

5. Purpose of contract:
This is a new contract to provide owner Construction Manager at Risk (CMAR) services for the Underground Package - Renovation Building #3, Southern Nevada Adult Mental Health Services CIP project; designated as Project No. 13-C08; Contract No. 108938. The CMAR proposes to provide, and to furnish, all labor and material, tools, utilities, transportation, equipment and services required to perform, and to complete in a workmanlike manner, all of the work necessary for this project within the timelines established for the project.

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$411,883.00**
Other basis for payment: monthly progress payments based on services provided

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The vendor, currently and/or in the past, has provided services to the SPWD with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	11/04/2014 15:28:15 PM
Division Approval	dgrimm	11/04/2014 15:28:18 PM
Department Approval	dgrimm	11/04/2014 15:28:24 PM
Contract Manager Approval	dgrimm	11/04/2014 16:16:55 PM
Budget Analyst Approval	jrodrig9	11/12/2014 10:50:13 AM
BOE Agenda Approval	cwatson	11/12/2014 11:47:49 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16197**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: HERSHENOW & KLIPPENSTEIN
Agency Code: 082	Contractor Name: HERSHENOW & KLIPPENSTEIN
Appropriation Unit: All Appropriations	Address: ARCHITECTS INC 5485 RENO CORPORATE DR STE 100
Is budget authority available?: No	City/State/Zip: RENO, NV 89511-2262
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 3650, Military; Expenditure Category 10, Weekend Training Site.	Contact/Phone: null775/332-6640
	Vendor No.: T80984709
	NV Business ID: NV19941047730

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

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

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

Agency Reference #: 108999

2. Contract start date:

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

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 211 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Stead Army Aviation Support Facility (AASF) Fuel Storage, Project No. 15-A015; Contract No. 108999. The scope of work includes architecture, topographic surveying/utility location, geotechnical investigation, civil/structural/mechanical/electrical engineering design services, and documents and project support for the design and construction of a new fuel farm for the AASF located at the Washoe County Armory.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 Agency Funded CIP

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

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

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	11/05/2014 15:53:54 PM
Division Approval	dgrimm	11/05/2014 15:53:56 PM
Department Approval	dgrimm	11/05/2014 15:53:59 PM
Contract Manager Approval	dgrimm	11/05/2014 16:07:59 PM
Budget Analyst Approval	jrodrig9	11/12/2014 10:17:43 AM
BOE Agenda Approval	cwatson	11/12/2014 11:47:03 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16156**

Agency Name: ADMIN - RISK MANAGEMENT DIVISION	Legal Entity Name: Public Employees Retirement System
Agency Code: 085	Contractor Name: Public Employees Retirement System
Appropriation Unit: 1352-00	Address: 693 West Nye Lane
Is budget authority available?: Yes	City/State/Zip: Carson City , NV 89703
If "No" please explain: Not Applicable	Contact/Phone: null775-687-4200
	Vendor No.:
	NV Business ID: not applicable

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract - fees received from PERS

2. Contract start date:

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

Anticipated BOE meeting date **12/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **4 years**

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

Contract description: **Insurance Services**

5. Purpose of contract:

This is a new interlocal agreement to continue providing workers' compensation insurance for the Public Employees Retirement System.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

PERS has requested to be covered under the State's Workers' Compensation Program.

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

This is an interlocal agreement between Risk Management Division and PERS, a political subdivision of the State.

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

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Revenue Contract - Interlocal Services to provide insurance services, per NRS 331.184(10). Perform any of the services described in subsection 2, 3 and 4 for any political subdivision of the State at the request of its managing officer or governing body.

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	mmarti10	10/22/2014 10:00:22 AM
Division Approval	mmarti10	10/22/2014 10:00:35 AM
Department Approval	aandrew2	10/22/2014 13:59:17 PM
Contract Manager Approval	mmarti10	10/22/2014 15:02:37 PM
Budget Analyst Approval	jstrandb	10/28/2014 07:07:58 AM
BOE Agenda Approval	cwatson	11/12/2014 06:29:56 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 15782	Amendment Number: 2
Agency Name: DTCA - COMMISSION ON TOURISM	Legal Entity Name: CERTIFIED FOLDER DISPLAY
Agency Code: 101	Contractor Name: CERTIFIED FOLDER DISPLAY
Appropriation Unit: 1522-31	Address: SERVICE INC
Is budget authority available?: Yes	1120 JOSHUA WAY
If "No" please explain: Not Applicable	City/State/Zip: VISTA, CA 92081
	Contact/Phone: RAY FOX 760/727-5100
	Vendor No.: T81028458
	NV Business ID: NV20001323615

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2014**

Anticipated BOE meeting date: 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2014**

Contract term: **1 year and 213 days**

4. Type of contract: **Contract**

Contract description: **Certified Folder**

5. Purpose of contract:

This is the second amendment to the original contract, which provides ongoing distribution of Nevada's official travel and leisure guide as part of the marketing plan to bring tourists into Nevada. This amendment extends the termination date from December 31, 2014 to December 31, 2015 and increases the maximum amount from \$37,087.11 to \$76,079.65 for additional distribution of travel guides and the addition of state maps distribution.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$31,762.15
2. Total amount of any previous contract amendments:	\$5,324.96
3. Amount of current contract amendment:	\$38,992.54
4. New maximum contract amount:	\$76,079.65
and/or the termination date of the original contract has changed to:	12/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 231.161 through NRS 231.360, the Nevada Commission on Tourism (NCOT) is to promote travel to and within the State of Nevada.

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

State employees do not have the resources available for this type of brochure distribution.

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

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 141102b

Approval Date: 11/17/2014

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

Certified Folder Display Service, Inc. (CFDS) is the only vendor found who can meet the current collateral distribution scope of work and distribute in the locations needed to target potential visitors to the State of Nevada. CFDS handles the contracting and placement of items in over 21,000 display racks owned by the company and specifically owns the racks in the California welcome centers and other markets that the Nevada Commission on Tourism wants to target.

d. Last bid date: 05/01/2014 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:

The Nevada Commission on Tourism has previously contracted with this vendor for collateral distribution, and the 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)?

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	11/17/2014 15:49:02 PM
Division Approval	amathies	11/17/2014 15:49:04 PM
Department Approval	amathies	11/17/2014 15:49:07 PM
Contract Manager Approval	amathies	11/17/2014 15:49:09 PM
Budget Analyst Approval	tgreenam	11/17/2014 16:09:55 PM
BOE Agenda Approval	myoun3	11/17/2014 16:52:05 PM



Purchasing Use Only:	
Approval#:	141102B

Amendment 2

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: <i>Department of Tourism & Cultural Affairs, Division of Tourism</i>		
	Contact Name and Title	Phone Number	Email Address
	<i>Mary Ellen Kawchack</i>	<i>(775) 687-0614</i>	<i>mkawchack@travelnevada.com</i>

1b	Vendor Information:	
	Identify Vendor:	<i>Certified Folder Display Service, Inc.</i>
	Contact Name:	<i>Ray Fox</i>
	Address:	<i>1120 Joshua Way, Vista, CA 92081</i>
	Telephone Number:	<i>(702) 889-1101</i>
	Email Address:	<i>RayF@certifiedfolder.com</i>

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

1d	Contract Information:				
	Is this a new Contract?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
	Amendment:	#2			
	CETS:	#			

1e	Term:			
	One (1) Time Purchase:	<input type="checkbox"/>		
	Contract:	Start Date:	<i>May 30, 2014</i>	End Date:

1f	Funding:	
	State Appropriated:	<input type="checkbox"/>
	Federal Funds:	<input type="checkbox"/>
	Grant Funds:	<input type="checkbox"/>
	Other (Explain):	<i>100% Lodging Tax</i>

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:	
	<i>\$76,079.65</i>	

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	<i>Services to be performed include strategic placement of State of Nevada tourism collateral including State Maps and State Visitor's Guides. Display racks selected align with markets designated for specific advertising campaigns as well as popular travel routes into Nevada. The goal is to target visitors to provide useful information to improve and extend their stay in our state.</i>

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	<i>The agency has determined that the best locations to distribute collateral should be in targeted DMAs and popular travel routes into the state. Certified Folder Display Service, Inc. is the only brochure distribution company that fulfills all the desired locations.</i>

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	<i>A quick Internet search reveals that Certified Folder Display Service is the only company that serves locations on a broad scale in the Western region. Most companies that provide this service are regional, with only a handful of smaller companies providing services to specific areas. For example, one company may handle a couple gas stations or restaurants in Las Vegas, but Certified distributes at a number of locations in each market, including the welcome centers in each area so we can target more visitors than locals</i>

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated?</i>				
	<i>There were no comparable alternatives found. Competitors for Certified Folder are not considered alternatives, because they distribute in states outside of the Western region.</i>				

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 ALL previous waivers must accompany this request.			Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>						
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>		
	6/24/14	12/31/14	\$37,087.11	Distribution of Nevada's Travel Guide (Amendment #1)			
	5/30/14	12/31/14	\$31,762.15	Distribution of Nevada's Travel Guide (Original Contract)			
11/9/12	7/14/13	\$28,221.04	Distribution of Nevada Museum brochures (Amendment #1)	Waiver			

	7/13/12	7/14/13	\$20,067.58	Distribution of Nevada Museum brochures (Original Contract)	Waiver

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>If the waiver request is denied, TravelNevada will be unable to distribute collateral materials to the markets and locations that best reach our target visitor markets.</i>

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?
	<i>According to the Association of Professional Brochure Distributors, there are three (3) companies serving the Western United States: Certified Folder Display, CTM Media (which only goes as west as Nebraska) and Silver City (which looks to be an on-line only company that only services Missouri and Arkansas). The slated distribution locations are in line with the agency's target markets and no comparable brochure distribution companies can be found in the Western region. Certified Folder Display Service, Inc. holds exclusive contracts in all of the desired locations. The quoted price is at a discount from the rack rate.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	<i>Certified Folder Display Service, Inc. is the only vendor found who can meet the current collateral distribution scope of work and distribute in the locations needed to target potential visitors to the State of Nevada. Certified Folder Display Service, Inc. handles the contracting and placement of items in over 21,000 display racks owned by the company and specifically owns the racks in the California welcome centers and other markets that the Division of Tourism wants to target.</i>				

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.


Agency Representative Initiating Request

David C. Peterson
Print Name of Agency Representative Initiating Request

11/17/14
Date


Signature of Agency Head Authorizing Request

11/17/14

Claudia Vecchio
Print Name of Agency Head Authorizing Request

11/17/14
Date

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

Name of agency or entity who provided information or review:

- N/A -

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

11/17/14
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: **16168**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: SOLUTIONS II INC
Agency Code: 180	Contractor Name: SOLUTIONS II INC
Appropriation Unit: 1405-26	Address: 8822 S RIDGELINE BLVD STE 205
Is budget authority available?: Yes	City/State/Zip: LITTLETON, CO 80129-2334
If "No" please explain: Not Applicable	Contact/Phone: null303/796-8393
	Vendor No.: PUR0001838
	NV Business ID: NV20101521185
To what State Fiscal Year(s) will the contract be charged?	2015-2016

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 12/2015

Retroactive? **Yes**

If "Yes", please explain

This contract was requested earlier this year in conjunction with amendment #2 to DPS contract 11555, which terminates on 6/30/2020. It was learned that EITS must set up its own contract with Solutions II, which should have had an effective date of 7/1/2014.

3. Termination Date: **06/30/2016**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Infrastructure Svc**

5. Purpose of contract:

This is a new contract to provide managed services on the infrastructure components included in the DPS statewide multi-jurisdictional public safety information system. Infrastructure components include; AIX and Windows Servers, Storage Arrays, Routers, Autoloaders, and software.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$203,880.00**

Payment for services will be made at the rate of \$101,940.00 per Fiscal Year

II. JUSTIFICATION

7. What conditions require that this work be done?

Three years ago, DPS awarded an RFP to Spillman for a CADispatch System. An IT management subcomponent of that contract was subcontracted to Solutions II. EITS is contracting directly with Solutions II to have this work continue. Same SOW, same staff.

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

EITS IT Staff do not have the application knowledge or bandwidth to take on this workload.

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

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

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

Not Applicable

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

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

This vendor has been doing the work for the last three years. To bring in a new vendor would be very costly to the State and EITS/DPS would be without critical services and support

d. Last bid date: 11/09/2010 Anticipated re-bid date: 05/01/2016

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/29/2014 09:36:10 AM
Division Approval	csweeney	10/29/2014 09:36:14 AM
Department Approval	csweeney	10/29/2014 09:36:18 AM
Contract Manager Approval	ssands	11/04/2014 09:45:29 AM
DoIT Approval	csweeney	11/04/2014 15:52:52 PM
Budget Analyst Approval	sewart	11/07/2014 13:46:38 PM
BOE Agenda Approval	jborrowm	11/13/2014 13:20:37 PM
BOE Final Approval	Pending	

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



RECEIVED
DEPT OF ADMINISTRATION
2014 OCT 27 11:11 AM

Brian Sandoval
Governor

Julia Teska
Director

Greg Smith
Administrator

Purchasing Use Only:	
Approval#:	141009

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: <i>Department of Administration-Enterprise IT Services</i>		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Tom Wolf, Deputy Chief of Computing</i>	<i>(775) 684-4377</i>	<i>wolf@admin.nv.gov</i>
	<i>Sue Sands, PO 1 Contract Manager</i>	<i>(775)684-0279</i>	<i>sasands@admin.nv.gov</i>

Vendor Information:	
1b	Identify Vendor: <i>Solutions II</i>
	Contact Name: <i>Daniel Goggiano</i>
	Address: <i>8822 S Ridgeline Blvd, Ste 205, Littleton, CO 80129</i>
	Telephone Number: <i>(702) 802-6393</i>
	Email Address: <i>Dan.goggiano@solutions-ii.com</i>

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

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

1e	Term:			
	One (1) Time Purchase:			
	Contract:	Start Date:	<i>07/01/2014</i>	End Date:

1f	Funding:	
	State Appropriated:	<input checked="" type="checkbox"/>
	Federal Funds:	
	Grant Funds:	
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
-----------	---

\$203,880.00 total FY15 \$101,940.00 & FY16 \$101,940.00.00

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

Solutions II will perform the following, at the times specified, during the term of the Agreement. The project duration for all development will begin upon execution of this contract, or at such later time as the parties agree to herein. Solutions II staff will provide a managed service on the infrastructure components listed below as detailed in the Managed Services section of this Statement of Work.

Components to be managed are:

- *2x Dual CEC Power 770 Servers*
- *4x VIO Servers*
- *6x AIX LPARs 2x v7000 Storage Arrays*
- *4x SAN24B Fibre Channel Switches*
- *2x SAN06B-R Fibre Channel Routers*
- *2x CR6 HMCs*
- *3x x3650 M3 Servers*
- *1x RedHat Linux OS*
- *2x Windows Server OS'2x*
- *TS3100 Autoloaders*
- *PowerHA, DoubleTake and TSM Software*

This agreement and service will be for the term of two (2) years. This managed service and two (2) year term will begin upon execution of the Statement of Work.

2

Additional services can be added to this Statement of Work through a Project Change Request. It is anticipated that additional Power/AIX servers will be managed under this contract at some point in the future. Additional Power Servers, AIX LPARs and AIX HA/DR relationships can be added at the rated described in the Payment section of this Statement of Work. Additional services not described in this Statement of Work can also be added through a Project Change Request and pricing will be negotiated for those items at the time of the request, though some guidelines are available in the payment section of this Statement of Work. Additional Managed Service items that can be added are as follows:

- *Backup and recovery management services*
- *VMware management services*
- *Storage array management services*
- *HA/DR management services*
- *Power/AIX management services*
- *Linux management services*
- *Physical and virtual server management services*

	<p><i>Solutions II uses a systematic approach to successfully execute projects.</i></p> <p><i>Please see the attached Statement of Work that Solutions II under the guidance and participation of the State of Nevada EITS, will facilitate the management of a two site Spillman infrastructure as detailed.</i></p>

	<p>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</p>
3	<p><i>Spillman Technologies and Solutions II began a vendor partnership in 2009 in a non-strategic relationship that was limited to server and storage hardware fulfillment, an IT management subcomponent of that contract, was subcontracted to Solutions II. In 2010, the two companies expanded their relationship to include storage setup, virtualization, and disaster recovery.</i></p>

	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p>
4	<p><i>The State would have to spend a significant amount of money to re-creating this system and would leave DPS/EITS without critical services. Solutions II originated the design of the hardware behind the Spillman system and have supported it since inception.</i></p>

	<p>Were alternative services or commodities evaluated? Check One. Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
5	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p>
	<p>b. <i>If not, why were alternatives not evaluated?</i></p>
	<p><i>The original subcontractor Spillman, was selected during the RFP (#1828) Process and Solutions II, as a subcontractor of Spillman, originated the design of the hardware and has supported the system since 2010.</i></p>

	<p>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request. Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p>
6	<p><i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:*** The services are provided by Solutions II, as a subcontractor to Spillman, who was awarded a contract for the overall system by DPS. As a result of the DOA/DPS merger, the hardware was transferred from DPS to DOA/EITS as was the responsibility and budgetary authority for the maintenance of the hardware. Due to the fact that Solutions II was a subcontractor and not a primary contractor, and that DPS had not included the Solutions II services in the amendment to</i></p>

extend the Spillman contract, it was determined an assignment of contract for the Solutions II services was not an option, and it was in the State's best interest to contract directly with Solutions II to ensure continuity of operations that effect public safety.

a.

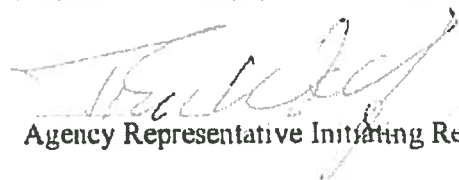
Term Start and End Dates		Value	Short Description	Type of Procurement (RFP, RFQ, Waiver)
10/12/10	6/30/14	\$6,895,814.00	Multi-Jurisdiction Public Safety IT	RFP 1828
		\$		
		\$		
		\$		
		\$		

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	<i>It would be a significant cost to the State to have another system built and DPS/EITS would be without critical support and services.</i>

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?
	<i>It is not in the State's best interest to change vendors based on the following circumstances: the hardware is a part of the overall Spillman system maintained by DPS; the hardware was originally designed by Solutions II in collaboration with Spillman to best operate their software; the close working relationship developed and maintained with Spillman for overall system support is critical; Additionally, the cost for services remains at the same rate as proposed in the original contract, which was awarded as the result of a RFP, and determined by the evaluation team to be the solution that was in the best interest of the State after taking such factors as cost into consideration.</i>

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
<i>As this vendor is a primary strategic partner with Spillman, as long as the current system is used The State will require Solutions II services.</i>					

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.


Agency Representative Initiating Request

Tom Wolf
Print Name of Agency Representative Initiating Request

9/2/14
Date


Signature of Agency Head Authorizing Request

David Gustafson
Print Name of Agency Head Authorizing Request

9/5/14
Date

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

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

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

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

Signed:


Administrator, Purchasing Division or Designee

10-24-14
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: **13852** Amendment Number: **1**

Agency Name: **OFFICE OF VETERAN'S SERVICES** Legal Entity Name: **Healthcare Services Group**

Agency Code: **240** Contractor Name: **Healthcare Services Group**

Appropriation Unit: **2561-04** Address: **3220 Tillman Drive #300**

Is budget authority available?: **Yes** City/State/Zip: **Bensalem, PA 19020**

If "No" please explain: **Not Applicable** Contact/Phone: **Dan Hills 207-450-3829**

Vendor No.: **T29031941**

NV Business ID: **NV20021482015**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Private funding

Agency Reference #: **RFP 3003**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2012**Anticipated BOE meeting date **12/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **10/09/2016**Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **Housekeeping Service**

5. Purpose of contract:

This is the first amendment of the original contract, which provides the Nevada State Veterans Home with housekeeping and laundry services. This amendment increases the maximum amount from \$1,000,000 to \$2,209,708 due to increased need for these services. The contract termination date on the Contract Summary has been amended to November 13, 2016.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,209,708.00
4. New maximum contract amount:	\$2,209,708.00
and/or the termination date of the original contract has changed to:	11/13/2016

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency does not have the staffing or expertise to perform these duties.

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 staffing capacity, technical expertise or resources to fulfill this work.

9. Were quotes or proposals solicited?

Yes

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3003 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/27/2012 Anticipated re-bid date: 08/26/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor has worked with NSVH for the last 2 years. Performance has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	10/22/2014 11:42:57 AM
Division Approval	agarland	10/22/2014 11:43:00 AM
Department Approval	agarland	10/22/2014 11:43:04 AM
Contract Manager Approval	mnobles	10/23/2014 10:46:36 AM
Budget Analyst Approval	ekin4	11/05/2014 16:47:09 PM
BOE Agenda Approval	nhovden	11/05/2014 17:56:35 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16204**

Agency Name:	NDE - DEPARTMENT OF EDUCATION	Legal Entity Name:	The Regents of the University of California
Agency Code:	300	Contractor Name:	The Regents of the University of California
Appropriation Unit:	2713-45	Address:	UCLA Smarter Balanced GSE&IS 302
Is budget authority available?:	Yes	City/State/Zip:	Los Angeles, CA 90095-1522
If "No" please explain:	Not Applicable	Contact/Phone:	Paisha Allmendinger 310-825-0659
		Vendor No.:	
		NV Business ID:	Exempt

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/09/2014**

Anticipated BOE meeting date 12/2014

Retroactive? **Yes**

If "Yes", please explain

Please see the retro active memo attached.

3. Termination Date: **07/01/2017**

Contract term: **2 years and 204 days**

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

Contract description: **SBAC Membership**

5. Purpose of contract:

This is a new contract to provide the Basic Assessment System. The Smarter Balanced (SBAC) "basic" assessment package includes summative assessments only in English Language Arts (ELA) and Mathematics for grades 3rd through 8th.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,978,093.00**

Payment for services will be made at the rate of \$1,326,031.00 per Year

II. JUSTIFICATION

7. What conditions require that this work be done?

In 2010 Nevada joined the Smarter Balanced Assessment Consortium (SBAC), a state led consortium working to develop assessments in line with the new standards. Nevada has worked with SBAC to develop new standards since 2010. This contract is necessary in order to obtain access to the Assessments that Nevada participated in developing as a Governing State within the consortium.

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

State Employees do not have access to the Assessments provided under this agreement. The Nevada Department of Education does not have the resources or expertise necessary to develop the computer adaptive assessment model.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bsotomay	11/10/2014 15:17:49 PM
Division Approval	mmarti19	11/10/2014 15:54:49 PM
Department Approval	mmarti19	11/10/2014 15:55:12 PM
Contract Manager Approval	bsotomay	11/14/2014 09:04:40 AM
Budget Analyst Approval	sbrown	11/17/2014 12:50:20 PM
BOE Agenda Approval	sbrown	11/17/2014 12:50:24 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
Governor

STATE OF NEVADA

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221

DALE A.R. ERQUIAGA
Superintendent of Public Instruction




Las Vegas, Nevada 89183
(702) 486-6458
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<http://teachers.nv.gov>

DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 - 9101
<http://www.doe.nv.gov>

November 7, 2014

MEMORANDUM

TO: Julia Teska
Chief of the Budget Division
Clerk of the Board of Examiners

FROM: Nancy Martineau 
Contract Manager/Administrative Assistant III
Nevada Department of Education/ADAM

SUBJECT: Contract with The Regents of the University of California ("UC")

The Nevada Department of Education (NDE) is requesting approval of the contract with the Regents of the University of California ("UC") submitted for consideration at the Board of Examiners contract meeting December 9, 2014 to be retroactive from July 1, 2014.

This contract is to provide the Basic Assessment System. Smarter Balanced (SBAC) "basic" assessment package includes summative assessments only in English Language Arts (ELA) and Mathematics for Grades 3-8. The NDE is currently in the process of selecting its next generation of assessments to accurately measure student progress toward college and career-readiness.

We are requesting a retroactive starting date for the interlocal (inter agency?) contract with UCLA-Smarter Balanced. The membership services outlined in the attached Memorandum of Understanding (MOU) between the Nevada Department of Education (NDE) and UCLA-Smarter Balanced, started on July 1, 2014. However, it was not possible to finalize the interagency contract negotiations pending action by the State Board of Education. At their meeting on September 25, 2014, the State Board voted to administer the tests developed by the Smarter Balanced Assessment Consortium, in which Nevada is a governing member state, to students in grades three through eight beginning in the 2014-2015 school year. In order to administer the tests this year (2014-2015), NDE wishes to establish the contract with UCLA-Smarter Balanced and based on the terms of the MOU, the membership services and membership fees started on July 1, 2014. Services and materials available to NDE that were produced and delivered prior to the final execution of the contract by the Board of Examiners, were developed by the consortium and available to all member states, and were not specifically developed and provided to NDE.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16195**

Agency Name:	STATE PUBLIC CHARTER SCHOOL AUTHORITY	Legal Entity Name:	ACT Aspire
Agency Code:	315	Contractor Name:	ACT Aspire
Appropriation Unit:	2711-04	Address:	500 ACT Drive,
Is budget authority available?:	Yes	City/State/Zip	Iowa City, IA 52243
If "No" please explain:	Not Applicable	Contact/Phone:	Michael Croteau 319-243-1421
		Vendor No.:	
		NV Business ID:	T29022931B

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

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

2. Contract start date:

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

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2015**Contract term: **271 days**4. Type of contract: **Contract**Contract description: **ACT Aspire testing**

5. Purpose of contract:

This is a new contract for ongoing testing systems that will allow the charter schools to track their students' academic growth and proficiency to national norms toward college and career readiness. ACT offers a comprehensive testing program starting with the Aspire program for 8th and 9th grade (for those who did not take it in 8th grade), and again in 10th grade. This longitudinal data will continue to be collected through the ACT testing for 11th and 12th grade that will be provided by Nevada Department of Education for all schools.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$90,000.00**

Payment for services will be made at the rate of \$18.00 per processed document

II. JUSTIFICATION

7. What conditions require that this work be done?

ACT's Aspire is a complete testing systems that will allow the charter schools which the SPCSA sponsors to track their students' academic growth and proficiency to national norms toward college and career readiness.

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 requisite testing systems to enable the charter schools that SPCSA sponsors to track their students' academic growth and proficiency to national norms toward college and career readiness.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 140904

Approval Date: 09/11/2014

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

They are the only vendor which can provide these testing services.

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:

Department of Education and State Public Charter School Authority

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	akellog2	11/05/2014 13:22:03 PM
Division Approval	akellog2	11/05/2014 13:22:08 PM
Department Approval	akellog2	11/05/2014 13:22:13 PM
Contract Manager Approval	akellog2	11/05/2014 13:22:16 PM
Budget Analyst Approval	sbrown	11/21/2014 14:32:04 PM
BOE Agenda Approval	sbrown	11/21/2014 14:32:10 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15673** Amendment Number: **1**

Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION** Legal Entity Name: **Harmony Information Systems**

Agency Code: **402** Contractor Name: **Harmony Information Systems**

Appropriation Unit: **3279-50** Address: **25 New England Drive**

Is budget authority available?: **Yes** City/State/Zip: **Essex Junction, VT 05452**

If "No" please explain: **Not Applicable** Contact/Phone: **Murali Pillai 703-657-1472**

Vendor No.: **T29002036**

NV Business ID: **NV20141224633**

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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

<input checked="" type="checkbox"/>	General Funds	11.20 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	17.90 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	70.90 % Transfer from HCFAP

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/12/2014**

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/30/2015**

Termination Date:

Contract term: **2 years and 19 days**4. Type of contract: **Contract**Contract description: **Harmony Info Systems**

5. Purpose of contract:

This is the first amendment to the original contract to purchase additional information technology products and services for activities funded by the Balancing Incentive Payments Program grant to support timely functional and financial eligibility determinations, improving access to Nevadans who need long-term services and support. This amendment extends the termination date from September 30, 2015 to June 30, 2016 and increases the maximum amount from \$1,511,465 to \$5,196,845 due to the amended scope of work adding enhancements to the Harmony Caseload Management System.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$1,511,465.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$3,685,380.00
4.	New maximum contract amount:	\$5,196,845.00
	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?

The Developmental Services unit requires an automated, integrated case management system to streamline processes, provide accurate reporting, and meet Federal and State mandates.

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

Utilizing a COTS (Commercial Off-The-Shelf) solution allows the division to benefit from industry best-practices and the expertise of a national vendor in the most sensitive and complex areas of Health Care. These areas include: securing Protected Health Information (PHI) within an Electronic Health Record (EHR) and real-time interoperability with Health Information Technology (HIT) exchanges and CMS (Medicaid).

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 140201B
Approval Date: 11/07/2014

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

The Harmony Information Systems product is a web-based solution that provides the features necessary for all of our stakeholders (state and federal agencies, providers, consumers and their advocates) in all of our Home and Community Based programs and is currently being used by other units within the division

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The Division of Health and Human Services (DHHS) Aging and Disability Services Division (ADSD) has utilized this vendor since 2005 with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	11/06/2014 16:21:00 PM
Division Approval	tmyler	11/06/2014 16:21:03 PM
Department Approval	bvale1	11/12/2014 09:31:25 AM
Contract Manager Approval	jpruneau	11/13/2014 08:00:59 AM
DoIT Approval	bbohm	11/13/2014 15:42:46 PM

Budget Analyst Approval
BOE Agenda Approval

knielsen
nhovden

11/13/2014 16:41:15 PM
11/17/2014 13:46:30 PM

State of Nevada
Department of Administration

Purchasing Division

515 E. Mussar Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Jeff Mollenkamp
Director

Greg Sullm
Administrator

*Revised
from previous submitted.*

Purchasing Use Only:
Approval: *140201 B*

Amendment 2

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency: Aging and Disability Services Division		Department of Health and Human Services
	Contact Name and Title	Phone Number	Email Address
	<i>Julia Kotechevar, Deputy Administrator</i>	<i>775-687-0583</i>	<i>jkotechev@nds.hhs.gov</i>

Vendor Information:	
1b	Identify Vendor: <i>Harmony Information Systems, Inc</i>
	Contact Name: <i>Murali K. Pillai</i>
	Address: <i>11700 Plaza America Dr, Suite 1001, Reston, VA 20190</i>
	Telephone Number: <i>703-657-1472</i>
	Email Address: <i>mpillai@harmonysis.com</i>

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

Contract Information:			
1d	Is this a new Contract?	Yes	No <input checked="" type="checkbox"/>
	Amendment:	<i>#1 #2</i>	
	CETS:	<i>#15673</i>	

1e	Term:
	One (1) Time Purchase:
	Contact: Start Date: <i>06/12/2014</i> End Date: <i>06/30/2016</i>

1f	Funding:
	State Appropriated: <i>934,085</i>
	Federal Funds: <i>377,380</i>
	Grant Funds: <i>3,685,380.00</i>
	Other (Explain): <i>3,799,380 - Transfer from HCFAP</i>

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	<i>\$5,810,845.00</i> <i>\$5,191,845.00</i>

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

Harmony Information Systems (HIS) modules for Intellectual and Developmental Disabilities and Financial Management. The Intellectual and Developmental Disabilities module will provide an automated, integrated case management system for Developmental Services unit. This module will automate processes for intake/eligibility/authorization, planning and case management, provider oversight and service agreements, invoicing and billing, and quality assurance and serious incident reporting. The Financial Management module will permit electronic claiming and remittance with Medicaid and Medicare.

2

The division currently utilizes Harmony Information Systems (HIS) platform for our integrated, case management solution.

The 2013 Legislature approved Assembly Bill 488, which consolidated Developmental Services and Early Intervention Services with Aging and Disability Services. Therefore, the division requests a sole source to add HIS' Intellectual and Developmental Disabilities and Financial Management modules to the existing proprietary system utilized by the division.

What are the unique features/qualifications required for this service or good that are not available from any other vendor:

Since 2005, the division has utilized HIS' Social Assistance Management System (SAMS) Case Management solution to share and manage all consumers in a single, secure database across the state, including local grantee agencies and division staff working with Nevada's elders and adults and children with disabilities or special health care needs. This is a proprietary solution with multiple modules available to meet various needs of customers. The HIS proprietary platform includes modules for Intellectual and Developmental Disabilities as well as Financial Management.

Features of the Intellectual and Developmental Disabilities module include information and referral, consumer case management, waitlist and waiver management, service authorization and claims adjudication/remittance, provider management, medication management, incident and complaint tracking, quality assurance and reporting functionality.

3

The Financial Management module will permit electronic claiming and remittance with Medicaid and Medicare and will be used for all existing waivers in the agency (HCBW for Frail Elderly, HCBW for Assisted Living, and HCBW for Intellectually Disabled and Related Conditions).

The HIS proprietary product is a web-based solution that provides the features necessary for all of our stakeholders (state and federal agencies, providers, consumers and their advocates) of all of our Home and Community Based programs.

Since Developmental Services interacts with a large number of service providers, consumers and their families/advocates, a web-based system is critical to facilitating the communication necessary for delivering developmental services in Nevada. The HIS' proprietary solution used by the division will provide service planning, managing service agreements, invoicing, provider payments, quality assurance, claiming multiple funding sources, and reimbursement and reconciliation for the Developmental Services unit.

4	<p>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</p>
	<p><i>The division uses HIS' proprietary system for case management for Home and Community Based programs. This system includes various modules depending on the population being served. The division currently utilizes the modules for elders allowing the division to collect data for case management, outcome measures, program assessments, service tracking, provider management and federal reporting.</i></p>
	<p><i>The division wants to add the module for the Intellectual and Developmental Disabilities as well as the financial management module to the system already in use and licensed with HIS. Approval of the sole source will allow the agency to contract with HIS to provide on-site implementation support and necessary modifications of their system to meet the agency's business needs.</i></p>

5	<p>Were alternative services or commodities evaluated? Check One. Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
	<p>a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i></p>
	<p>b. <i>If not, why were alternatives not evaluated?</i> <i>Other systems were not evaluated as this is a proprietary system already utilized by the division.</i></p>

6	<p>Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of ALL previous waivers must accompany this request.</p>			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
	<p>a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i></p>					
	<i>Term</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>	
	<i>Start and End Dates</i>					
	6/14/07	6/30/11	\$784,761	<i>License renewal/customer support</i>	<i>Waiver</i>	
6/8/04	7/1/07	\$381,117	<i>Case Management System</i>	<i>Waiver</i>		

7	<p>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</p>
	<p><i>The division will either need to solicit for a division wide solution or operate two case management systems provided by two separate vendors for our Home and Community Based services.</i></p>
	<p><i>The option to solicit for a new division wide case management system would be costly and a great burden to the state. This option would require customization to meet the needs of all units utilizing</i></p>

the system as well as additional expense to implement and license.

The option to operate two case management systems would result in duplication of staff time/resources managing vendors and supporting systems, as well as increased costs and risks of interfacing the systems. Two systems may not provide the exchange of information and interoperability the division needs to share client information between the numerous programs offered by the division.

The division already utilizes HHS' proprietary solution for the aging and some of the disability units. Approval of the sole source will be more cost effective as well as efficient by allowing the agency to add the modules needed for the Developmental Services unit.

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?**
As a proprietary system, there is no competition for the product. HHS will provide support to implement the Intellectual and Developmental Disabilities and Financial Management modules and the agency will purchase annual subscription licenses.

9	Will this purchase obligate the State to this vendor for future purchases? Check One.	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
<i>There are annual subscription license fees. These annual fees cover software upgrades and customer support for the modules licensed.</i>					

Amendment :

** This amendment is to purchase additional IT products and services in support of activities for the Nevada Balancing Incentive Payments Program (BIPP) Grant. The scope of work includes, through configuration activities, expanding the implementation scope of the current *Harmony for Intellectual and Developmental Disabilities (Harmony for IDD)* solution to include more functionality related to Harmony's *Medicaid Waivers Smart App* and expanding the existing *Harmony for Aging and Adult Services SAMS Case Management* (the Social Assistance Management Systems) solution to include SAMS claims functionality and *Harmony for Incident Reporting* solution. The scope of the amendment also includes implementing other products and collaboration modules within the Harmony platform such as the *Harmony Web Intake* form to support the 'Level 1' of the Core Standardized Assessment, *Harmony Web Resource Directory* (for Developmental Services Unit), *Harmony Information and Referral* module, the *Harmony for APS* solution, and *Harmony Web Services*; in order to support timely functional and financial eligibility determinations improving access to Nevadans who need long term services and supports. This amendment supports Nevada ADSD's and Nevada DHS's strategic plan for a more integrated service delivery model for long term services and supports. This amendment moves the termination date of the original contract to June 30, 2016 and increases the contract amount from \$1,511,465.00 to ~~\$5,310,845.00~~, with the additional ~~\$3,799,380.00~~ being paid as revenue to the Aging and Disability Services Division (ADSD) from the Division of Health Care Finance and Policy (DHCFAP), which will then in turn be paid to Harmony. For the avoidance of doubt, and in connection with Section 21 of the Contract, any and all software, code, services, materials, documentation, ideas and the like arising out of or modified as a result of, or resulting from, this Amendment shall be the sole and exclusive property of Contractor, and Contractor shall retain ownership of the same.

\$5,196,845.00

\$3,851,380.00

*Revision - For Todd Myler ASAC 11/10/14

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]
Agency Representative Initiating Request

Todd Myler ASAC 11/7/14
Date

Janet Murphy, Deputy Administrator 1/27/14
Print Name of Agency Representative Initiating Request Date

[Signature] 11-7-14
Signature of Agency Head Authorizing Request

Jane Gruner 1/27/14
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.

amendment approval:
Signed: Shannon Berry 11/7/14
[Signature] 2-5-14
Date

Administrator, Purchasing Division or Designee

11/10/14 - Changes approved as Revised:
Shannon Berry
Solicitation Waiver Revised: 10/2013

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16134**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	AGING & DISABILITY SERVICES
Agency Code:	403	Contractor Name:	AGING & DISABILITY SERVICES
Appropriation Unit:	3158-11	Address:	DIVISION 3416 GONI RD BLDG D STE 132
Is budget authority available?:	Yes	City/State/Zip:	CARSON CITY, NV 89706
If "No" please explain:	Not Applicable	Contact/Phone:	null775/687-4210
		Vendor No.:	D40200001
		NV Business ID:	Governmental Entity

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

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

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

2. Contract start date:

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

Anticipated BOE meeting date 12/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2019**Contract term: **5 years**4. Type of contract: **Interlocal Agreement**Contract description: **Elder Rights**

5. Purpose of contract:

This is a new interlocal agreement that continues outreach to the elder population, specifically those individuals not already enrolled in the Medicaid Program, and provides education about processes in eligibility, services and access.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$134,004.50****II. JUSTIFICATION**

7. What conditions require that this work be done?

Individuals within the elder population may be eligible for Medicaid Services but not informed of the services available.

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

State employees will be performing these services.

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

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Division of Health Care Financing and Policy is currently under contract with Aging and Disability Services Division.

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	lkoehler	10/08/2014 11:10:20 AM
Division Approval	trooker	10/23/2014 13:17:54 PM
Department Approval	ecreceli	10/29/2014 11:08:33 AM
Contract Manager Approval	lkoehler	10/30/2014 11:16:14 AM
Budget Analyst Approval	nhovden	11/04/2014 09:46:57 AM
BOE Agenda Approval	nhovden	11/04/2014 09:47:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15538** Amendment Number: **1**
 Legal Entity Name: **CAPTIONS UNLIMITED OF NEVADA**
 Agency Name: **DHHS - HEALTH CARE FINANCING & POLICY** Contractor Name: **CAPTIONS UNLIMITED OF NEVADA**
 Agency Code: **403** Address: **INC**
 Appropriation Unit: **3158-04** **PO BOX 20905**
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89515**
 If "No" please explain: **Not Applicable** Contact/Phone: **null775/746-3534**
 Vendor No.: **T81082135**
 NV Business ID: **NV19971149411**

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

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

<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Captioning Services**

5. Purpose of contract:

This is the first amendment to the original contract, which provides ongoing real time captioning services for staff that are hearing impaired. This amendment increases the maximum amount from \$24,000 to \$107,370 for increased need of these services and waives the insurance requirements for Automobile Liability and Professional Liability (Errors and Omissions Liability).

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$83,370.00
4. New maximum contract amount:	\$107,370.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This service provides assistance to DHC FP employees who are hearing impaired and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to employees with disabilities.

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

State employees are not qualified or certified to provide these services pursuant to NRS 656A.084 and NRS 656A.400.

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

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

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
They were the only vendor to reply to the solicitation.

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 vendor has been contracted with DHCFP for several years and the 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 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	lkoehler	10/13/2014 14:57:12 PM
Division Approval	trooker	10/28/2014 14:09:43 PM
Department Approval	ecreceli	10/29/2014 13:15:58 PM
Contract Manager Approval	lkoehler	10/30/2014 10:16:47 AM
Budget Analyst Approval	nhovden	11/04/2014 10:09:36 AM
BOE Agenda Approval	nhovden	11/04/2014 10:09:40 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: **16153**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: Division of Public and Behavioral Health
Agency Code: 403	Contractor Name: Division of Public and Behavioral Health
Appropriation Unit: 3158-11	Address: 4150 Technology Way, Suite 300
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: Jeanne Hesterlee 775-684-1054
	Vendor No.:
	NV Business ID: Governmental Entity

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date **12/2014**

Retroactive? **Yes**

If "Yes", please explain

It has been determined an Interlocal agreement is necessary for the pass-through appropriation of Title XIX between DHCFP and DPBH for Survey and Certification activities conducted by DPBH on Health Care Facilities.

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

Contract term: **4 years**

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

Contract description: **DPBH**

5. Purpose of contract:

This is a new interlocal agreement to allow the pass through of federal Title XIX funds to reimburse the Division of Public and Behavioral Health for Survey and Certification activities conducted on health care facilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,208,130.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

All skilled nursing facilities (SNFs) and nursing facilities (NFs) are subject to a standard survey that is completed not later than 15.9 months after the previous standard survey, with a statewide average between standard surveys of 12.9 months.

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

State employees are conducting this work.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Existing contract 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 not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

[Empty text box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lkoehler	10/20/2014 11:39:27 AM
Division Approval	trooker	10/28/2014 14:05:58 PM
Department Approval	ecreceli	10/29/2014 11:50:36 AM
Contract Manager Approval	lkoehler	10/29/2014 13:20:45 PM
Budget Analyst Approval	nhovden	11/04/2014 09:52:54 AM
BOE Agenda Approval	nhovden	11/04/2014 09:52:59 AM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

ROMAINE GILLILAND
Director

LURIE SQUARTSOFF
Administrator

MEMORANDUM

Date: October 20, 2014
TO: Nikki Hovden, Budget Analyst V
FROM: Lisa Koehler, Certified Contract Manager DHCFP
RE: Division of Public and Behavioral Health (DPBH)

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2014. It has been determined an Interlocal agreement is necessary for the pass-through appropriation of Title XIX between DHCFP and DPBH for Survey and Certification activities conducted by DPBH.

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: **16017**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	DIVISION FOR AGING SERVICES
Agency Code:	403	Contractor Name:	DIVISION FOR AGING SERVICES
Appropriation Unit:	3243-74	Address:	3416 GONI RD BLDG D STE 132
Is budget authority available?:	Yes	City/State/Zip:	CARSON CITY, NV 89706
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.

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

2. Contract start date:

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

Anticipated BOE meeting date 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 Division for providing the professional contracted information technology staff to conduct the activities for the Balancing Incentive Payments Program grant. The purpose is to develop enhancements to the case management system to provide timely, functional and financial eligibility determinations, improving access to long-term services and supports.

6. NEW CONTRACT

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 Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

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?

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	Ikoehler	08/21/2014 13:15:56 PM
Division Approval	trooker	10/10/2014 10:16:48 AM
Department Approval	ecreceli	10/10/2014 10:17:02 AM
Contract Manager Approval	Ikoehler	10/13/2014 14:57:50 PM
Budget Analyst Approval	nhovden	11/10/2014 14:31:30 PM
BOE Agenda Approval	nhovden	11/10/2014 14:31:34 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: **14020** Amendment Number: **2**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **Change and Innovation Agency, LLC**

Agency Code: **407** Contractor Name: **Change and Innovation Agency, LLC**

Appropriation Unit: **3228-50** Address: **8908 N. Glenwood Avenue**

Is budget authority available?: **Yes** City/State/Zip: **Kansas City, MO 64157-7889**

If "No" please explain: **Not Applicable** Contact/Phone: **Blake Shaw 573-230-7470**

Vendor No.: **T32002127**

NV Business ID: **NV20121733603**

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

Agency Reference #: **RFP 3011**

2. Contract start date:

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

Anticipated BOE meeting date **12/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2014**

Contract term: **2 years and 110 days**

4. Type of contract: **Contract**

Contract description: **HCR Process Redesign**

5. Purpose of contract:

This is the second amendment to the original contract, which provides assessment, development, training and implementation of division policies. This will increase caseload processing efficiency using current federal and state requirements, as well as division policies and practices. This amendment extends the termination date from December 31, 2014 to June 30, 2015 and increases the maximum amount from \$750,000 to \$1,310,000 due to the revisions to Attachment AA - Deliverable Payment Schedule and addition of Attachment EE - Business Process Redesign Phase 2.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$750,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$560,000.00
4. New maximum contract amount:	\$1,310,000.00
and/or the termination date of the original contract has changed to:	06/30/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

DWSS has been greatly impacted by caseload growth and must position itself for the implementation of Health Care Reform. The redesign of policy and procedures will allow DWSS to increase caseload processing efficiency and use new technology more effectively.

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

State employees do not have the resources or expertise to provide this service.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3011, 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: 11/08/2012 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?

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	ewatson	11/07/2014 10:44:32 AM
Division Approval	msmit5	11/13/2014 11:21:16 AM
Department Approval	ecrecli	11/13/2014 14:14:07 PM
Contract Manager Approval	sjon23	11/13/2014 15:41:36 PM
Budget Analyst Approval	ekin4	11/14/2014 10:30:24 AM
BOE Agenda Approval	nhovden	11/14/2014 12:18:27 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16184**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: North Dakota Department of Corrections & Rehabilitation
Agency Code: 440	Contractor Name: North Dakota Department of Corrections & Rehabilitation
Appropriation Unit: 3710-04	Address: P.O. Box 5521
Is budget authority available?: Yes	City/State/Zip: Bismarck, ND 58506
If "No" please explain: Not Applicable	Contact/Phone: Heather Kitzan, Grants & Procurement Officer 701/328-6704
	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.

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

2. Contract start date:

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

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2019**Contract term: **5 years**4. Type of contract: **Other (include description): Interstate Compact**Contract description: **Corrections Compact**

5. Purpose of contract:

This is a new Interstate Corrections Compact Contract to provide for the equal exchange of inmates, on a one-to-one basis, between Nevada Department of Corrections and North Dakota Department of Corrections and Rehabilitation.

6. NEW CONTRACT

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

7. What conditions require that this work be done?

Interstate Corrections Compact Contracts between states are required for the health and safety of staff and inmates as agreed upon by both parties pursuant to NRS 215A

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

The Interstate Corrections Compact Contract provides flexibility to dealing with matters such as witness protection, youthful offenders, and disruptive prison gangs.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Contracts are in effect with other states.

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	sargent	11/04/2014 10:22:00 AM
Division Approval	dmartine	11/04/2014 10:38:21 AM
Department Approval	drosenbe	11/04/2014 12:25:46 PM
Contract Manager Approval	jhardy	11/04/2014 12:29:42 PM
Budget Analyst Approval	cmurph3	11/05/2014 14:54:06 PM
BOE Agenda Approval	sbrown	11/17/2014 11:52:03 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **14627** Amendment Number: **1**

Agency Name: **COLORADO RIVER COMMISSION** Legal Entity Name: **BURNS & MCDONNELL ENGINEERING CO., INC.**

Agency Code: **690** Contractor Name: **BURNS & MCDONNELL ENGINEERING CO., INC.**

Appropriation Unit: **4501-10** Address: **9400 WARD PKWY**

Is budget authority available?: **Yes** City/State/Zip: **KANSAS CITY, MO 64114-3319**

If "No" please explain: **Not Applicable** Contact/Phone: **John E. Olander 816/333-9400**

To what State Fiscal Year(s) will the contract be charged? **2014-2015** Vendor No.: **T29015276**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. NV Business ID: **NV19781006834**

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

Agency Reference #: **RFP # 3041**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2013**

Anticipated BOE meeting date **12/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 321 days**

4. Type of contract: **Contract**

Contract description: **Burns and McDonnell**

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing engineering services for current projects. This amendment will allow for the next phase of the Boulder City Bypass Project engineering support services required to move the remaining Commission electric transmission towers out of the path of the roadway and provide for contract authorization to allow other electric system activities as needed. This amendment increases the maximum amount of the contract from \$450,000 to \$750,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$450,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$300,000.00
4. New maximum contract amount:	\$750,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency is responsible for the operation and maintenance of the high voltage power system that provides electrical power to the water purveyors in southern Nevada (SNWA, City of Henderson, Boulder City, etc.) for water treatment and pumping needs. These responsibilities require engineering services of professionally licensed external engineers for technical drawings, review, testing and other services outside the capability of agency personnel. The system must be maintained in excellent condition to ensure reliable, adequate and timely water deliveries to end users in the Las Vegas valley.

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

The State does not have the staffing capacity, technical expertise or resources to fulfill this work.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3041, 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: 02/15/2013 Anticipated re-bid date: 02/15/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Current contractor for the agency. The contractor has been responsive to all needs of the agency and the work has been excellent.

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

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

Not Applicable

14. The contractor is 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	dbeatty	10/16/2014 10:45:45 AM
Division Approval	dbeatty	10/16/2014 10:45:51 AM
Department Approval	dbeatty	10/16/2014 10:45:55 AM
Contract Manager Approval	jsalo	10/16/2014 13:36:56 PM
Budget Analyst Approval	jborrowm	10/29/2014 05:33:53 AM
BOE Agenda Approval	jborrowm	10/29/2014 05:34:00 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: **16151**

Agency Name: **DEPARTMENT OF WILDLIFE**
Agency Code: **702**
Appropriation Unit: **4463-00**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **USDA Forest Service**
Contractor Name: **USDA Forest Service**
Address: **324 25th Street**
City/State/Zip: **Ogden, UT 84401-2310**
Contact/Phone: **null801-625-5780**
Vendor No.:
NV Business ID: **N/A**

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

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

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

Agency Reference #: **15R-03**

2. Contract start date:

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

Anticipated BOE meeting date **12/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **4 years and 31 days**

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

Contract description: **LE DISPATCH SRVCS**

5. Purpose of contract:

This is a new interlocal agreement to provide radio dispatch services to U. S. Department of Agriculture Forest Service law enforcement officers and special agents and authorize them to use the department's radio frequencies when working within the State of Nevada. The agreement also provides computerized access to the Nevada Criminal Justice Information System through the Forest Service's originating agency identifier.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$156,000.00**

Payment for services will be made at the rate of \$750.00 per Quarter

Other basis for payment: Per Officer (13)

II. JUSTIFICATION

7. What conditions require that this work be done?

Interlocal agreement to provide dispatch services that Forestry uses as well as Wildlife.

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

Services are being provide by the Department of Wildlife Law Enforcement 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. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

[Empty text box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	10/16/2014 11:00:18 AM
Division Approval	kdailey	10/16/2014 11:00:21 AM
Department Approval	eobrien	10/16/2014 17:04:52 PM
Contract Manager Approval	kdailey	10/21/2014 16:03:40 PM
Budget Analyst Approval	sbarkdul	10/21/2014 16:08:14 PM
BOE Agenda Approval	cwatson	11/12/2014 06:45:24 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 13406	Amendment Number: 1
Agency Name: WILDLIFE	Legal Entity Name: ADVANCED TELEMETRY SYSTEMS INC
Agency Code: 702	Contractor Name: ADVANCED TELEMETRY SYSTEMS INC
Appropriation Unit: 4464-14	Address: 470 First Ave. N. Box 398
Is budget authority available?: Yes	City/State/Zip: ISANTI, MN 55040
If "No" please explain: Not Applicable	Contact/Phone: null763/444-9267
	Vendor No.: PUR0001453
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

General Funds	0.00 %	X	Fees	25.00 % SPORTSMAN REVENUE
X Federal Funds	75.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 12-47

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/05/2012**

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/11/2016**

Contract term: **4 years and 7 days**

4. Type of contract: **Contract**

Contract description: **Wildlife Telemetry**

5. Purpose of contract:

This is the first amendment to the original contract, which provides data retrieval and management services associated with global positioning system satellite collars placed on multiple species of big game animals throughout the State of Nevada. This amendment increases the maximum amount from \$350,000 to \$650,000 due to an increase in collars and services needed through the full term of the contract.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$350,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$300,000.00
4.	New maximum contract amount:	\$650,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NDOW will have placed between 150 and 200 telemetry collars on wildlife throughout the state. This represents an investment of about \$500,000, most of which has already been spent. This contract will allow NDOW to obtain position data from those collars in order to better understand migration routes and movement patterns of big game animals. Satellite GPS collar companies develop and provide proprietary collars that collect and distribute data based on pre-existing agreements between collar manufactures and satellite operators. Collars, in the absence of the data management services are useless, as are data management services in the absence of collars. Currently, there is now opportunity in the industry to secure data management services from anyone other than the collar vendor.

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

The state has no way of getting data from the collars.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120503

Approval Date: 05/13/2012

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

Proprietary technology; only this vendor can read the telemetry from these collars.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with the Nevada Department of Wildlife. Work has been satisfactory.

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

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

Not Applicable

14. The contractor is NOT registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

As explained below (see SBL question), and under NRS 80.015(1)(m) (transacting business in interstate commerce), ATS is a foreign corporation not doing business in Nevada. Therefore, it is not subject to NRS 80.010 and 80.110. The contractor does not own the collars that send data to the satellites that provide telemetry that the department receives via email. It has no office, equipment or employees in Nevada and communicates with the department from out of state by phone and email.

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

For NRS 76, Advanced Telemetry Systems is not doing business in Nevada. It meets none of the criteria of NRS 76.100(6). It provides animal telemetry via satellite-GPS collars not owned by ATS, placed on animals by a third party. The department receives the telemetry data from ATA via email. ATS is headquartered in Minnesota. It has no employees or equipment in Nevada at any time. ATS communicates with the department from out of state by phone and email.

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

No b. If "NO", please explain.

As explained above, and under NRS 80.015(1)(m) (transacting business in interstate commerce), ATS is a foreign corporation not doing business in Nevada. Therefore, it is not subject to NRS 80.010 and 80.110. The contractor does not own the collars that send data to the satellites that provide telemetry that the department receives via email. It has no office, equipment or employees in Nevada and communicates with the department from out of state by phone and email.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	10/28/2014 13:00:35 PM
Division Approval	kdailey	10/28/2014 13:00:38 PM
Department Approval	eobrien	10/28/2014 13:58:47 PM
Contract Manager Approval	kdailey	11/04/2014 09:06:47 AM
Budget Analyst Approval	sbarkdul	11/04/2014 11:48:10 AM
BOE Agenda Approval	cwatson	11/12/2014 06:49:37 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: **12410** Amendment Number: **4**
 Agency Name: **WILDLIFE** Legal Entity Name: **Owyhee Air Research, Inc.**
 Agency Code: **702** Contractor Name: **Owyhee Air Research, Inc.**
 Appropriation Unit: **4464-14** Address: **17000ZX Ranch Road**
 Is budget authority available?: **Yes** City/State/Zip: **Murphy, ID 83650**
 If "No" please explain: **Not Applicable** Contact/Phone: **John Romero 208-495-1316**
 Vendor No.:
 NV Business ID: **NV20111188452**

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 %	X	Fees	23.00 % Sportsman Revenue
X Federal Funds	30.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	47.00 % Heritage, Ruby Pipeline

Agency Reference #: 12-05

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/15/2011**
 Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/14/2015**
 Contract term: **3 years and 304 days**

4. Type of contract: **Contract**
 Contract description: **Flight and telemetry**

5. Purpose of contract:
This is the fourth amendment to the original contract, which provides fixed wing aircraft services for monitoring wildlife movements through radio telemetry, conducts fixed wing wildlife surveys, and transports department personnel in the course of project work. This amendment increases the maximum amount from \$490,500 to \$750,000 due to increased flights and services to provide monitoring and surveys of wildlife necessary to provide data for wildlife statistics.

6. CONTRACT AMENDMENT

- 1. The maximum amount of the original contract: \$300,000.00
- 2. Total amount of any previous contract amendments: \$190,500.00
- 3. Amount of current contract amendment: \$259,500.00
- 4. New maximum contract amount: \$750,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

In its conservation work, NDOW uses aircraft and aerial services to monitor and survey big game animals including mule deer and predators and other wildlife species including sage-grouse. Some of the flights by Owyhee Air allow NDOW to use the radio telemetry collars (more than 250 at this time) worn by various species of wildlife. Owyhee Air maintains specialized radio telemetry equipment that allows the pilot to conduct surveys without using a biologist. This helps minimize hazards to employees and potential liabilities to the State and promotes efficient use of staff time.

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

At present, NDOW has only one fixed wing aircraft available to service the needs of biologists throughout the State of Nevada. The need to monitor movements and populations of wildlife species by aircraft dictates that NDOW not rely solely on its lone fixed wing aircraft and two pilots. Also, using the radio telemetry equipment is a learned skill in which Owyhee has a great deal of experience and NDOW does not.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

Only two vendors submitted proposals. Owyhee was chosen because of its proven track record in this work for NDOW, their experience, and their equipment, including software. NDOW expects to award a contract to the other vendor as well.

d. Last bid date: 06/09/2011 Anticipated re-bid date: 06/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

NDOW contracted with a commonly-owned entity (Owyhee Air LLC) in 2008 for the same kind of services. The work has been very satisfactory.

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

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

Not Applicable

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

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	10/29/2014 15:23:12 PM
Division Approval	kdailey	10/29/2014 15:23:15 PM
Department Approval	kdailey	10/29/2014 15:23:18 PM
Contract Manager Approval	kdailey	11/04/2014 11:50:54 AM
Budget Analyst Approval	sbarkdul	11/04/2014 12:06:24 PM
BOE Agenda Approval	cwatson	11/12/2014 06:53:23 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 15115	Amendment Number: 1
Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: SEFTON, DONALD H DBA SYSTEMS CONSULTANTS
Agency Code: 702	Contractor Name: SEFTON, DONALD H DBA SYSTEMS CONSULTANTS
Appropriation Unit: 4466-11	Address: 185 NORTH MAINE STREET
Is budget authority available?: Yes	City/State/Zip: FALLON, NV 89406-2902
If "No" please explain: Not Applicable	Contact/Phone: null775/423-1345
	Vendor No.: T80965873
	NV Business ID: NV20101587444

To what State Fiscal Year(s) will the contract be charged? **2014-2016**

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

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

Agency Reference #: **RFP#3021 14-25**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/03/2013**
Anticipated BOE meeting date **12/2014**

Retroactive? **Yes**

If "Yes", please explain

A new contract was renegotiated last year in which the dollar amount for commissions owed to the vendor per statute was not included in the payment schedule. Commission is due the vendor dating back to January of this year. The department and vendor had a major system change in the way it collects and handles the commission for this contract. The change occurred after the negotiation of this contract.

3. Previously Approved Termination Date: **12/31/2015**

Contract term: **2 years and 28 days**

4. Type of contract: **Contract**

Contract description: **NWDS**

5. Purpose of contract:

This is the first amendment to the original contract, which provides an automated electronic information system for the business processes related to hunting and fishing licensing, vessel registration and titling, hunter and boating education, law enforcement citations and revocations, and boating and hunter education management. This amendment increases the maximum amount from \$991,606.88 to \$1,104,606.88 due to the inclusion of the license agent commission to be paid monthly reflecting the prior month sales of vessel registrations, aquatic invasive species decals, licenses and stamps sold by the contractor as an agent for the department pursuant to NRS 502.040, NRS 488.115 and RFP 3021 Attachment L.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$991,606.88
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$113,000.00
4. New maximum contract amount:	\$1,104,606.88

II. JUSTIFICATION

7. What conditions require that this work be done?

An automated data system is required to meet the needs of the NDOW license and titling program.

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

The system requires automation to be effective.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3021, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/10/2013 Anticipated re-bid date: 01/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

System Consultants currently holds a contract with NDOW. The 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

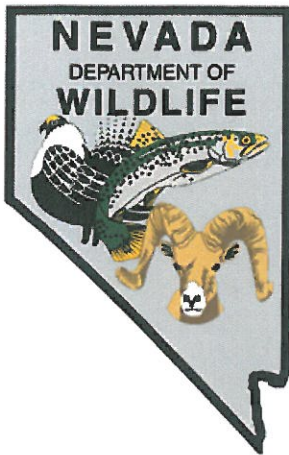
17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	10/28/2014 12:37:26 PM
Division Approval	kdailey	10/28/2014 12:37:28 PM
Department Approval	eobrien	10/28/2014 13:16:15 PM
Contract Manager Approval	kdailey	11/04/2014 09:03:44 AM
Budget Analyst Approval	sbarkdul	11/04/2014 11:20:41 AM
BOE Agenda Approval	cwatson	11/12/2014 07:06:40 AM




NEVADA DEPARTMENT OF WILDLIFE

1100 Valley Road • Reno, Nevada 89512
(775) 688-1500 Fax (775) 688-1595

RETROACTIVE BOE CONTRACT APPROVAL REQUEST

Date: October 28, 2014

To: Julia Teska, Director Department of Administration

From: Patrick Cates, Deputy Director 

Subject: Request for retroactive contract start date for CLS America, Inc.

Please approve the retroactive amendment start date of ~~January 1, 2014~~ ^{Dec. 10, 2013} for the Donald Sefton DBA System Consultants 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.

A new contract was renegotiated last year in which the dollar amount for commissions owed to the vendor per statute was not included in the payment schedule. Commission is due the vendor dating back to January of this year. The department and vendor had a major system change in the way it collects and handles the commission for this contract. The change occurred after the negotiation of this contract.

Thank you for your assistance in this matter. If you have any questions please call me at (775) 688-1556.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16166**Agency Name: **DCNR - FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4194-00**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **ELKO COUNTY**Contractor Name: **ELKO COUNTY**Address: **540 COURT STREET**City/State/Zip: **ELKO, NV 89801**Contact/Phone: **null7757385398**

Vendor No.:

NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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

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

Agency Reference #: **NDF15-001**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2015**Anticipated BOE meeting date **12/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2017**Contract term: **2 years and 180 days**4. Type of contract: **Revenue Contract**Contract description: **Wildland Fire Protec**

5. Purpose of contract:

This is a new interlocal agreement to provide new services under the Wildland Fire Protection Program, whereby the division and Elko County will work closely together to maintain effective wildfire management without duplication, and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Payment for services will be made at the rate of \$100,000.00 per quarter

Other basis for payment: Payable in advance on the first of each quarter starting January 1, 2015; total due in SFY15-\$200,000; total due in SFY16-\$400,000; total due in SFY17-\$400,000

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Division of Forestry and Elko County will work closely together to maintain effective wildfire management without duplication and coordinate efforts with federal cooperators to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires.

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

This is a revenue contract to the Division of Forestry. State employees will be utilized to perform work for which the county will make payment to the division.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

Yes If "Yes", please explain

Elko County is a political subdivision of the State of Nevada.

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkidd	10/28/2014 15:49:10 PM
Division Approval	dprather	10/29/2014 07:47:07 AM
Department Approval	dprather	10/29/2014 07:47:10 AM
Contract Manager Approval	ldunn	10/29/2014 07:52:22 AM
Budget Analyst Approval	jrodrig9	10/30/2014 12:02:41 PM
BOE Agenda Approval	cwatson	11/12/2014 06:36:31 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12639** Amendment Number: **2**

Agency Name: **ENVIRONMENTAL PROTECTION** Legal Entity Name: **Windsor Solutions, Inc.**

Agency Code: **709** Contractor Name: **Windsor Solutions, Inc.**

Appropriation Unit: **3187-60** Address: **4386 SW Macadam Ave, Suite 101**

Is budget authority available?: **Yes** City/State/Zip: **Portland, OR 97239**

If "No" please explain: **Not Applicable** Contact/Phone: **Simon Watson 503-675-7833**

To what State Fiscal Year(s) will the contract be charged? **2012-2017** Vendor No.: **T27010424**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. NV Business ID: **NV20111356993**

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

Agency Reference #: **RFP #2011 DEP#12-009**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2011**Anticipated BOE meeting date **12/2014**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **09/30/2015**Contract term: **4 years and 356 days**4. Type of contract: **Contract**Contract description: **Technical Support**

5. Purpose of contract:

This is the second amendment to the original contract, which provides technical support for the National Environmental Information Exchange Network. This amendment increases the maximum amount from \$500,000 to \$675,000 to provide a new data flow from the division's inhouse database to the U.S. Environmental Protection Agency's (EPA) Integrated Compliance Information System, which is a federal requirement, and corrects known system bugs in the NetDMR application to ensure stability and automation. NetDMR is a web-based application that will allow National Pollutant Discharge Elimination System (NPDES) permitting agencies to electronically submit Discharge Monitoring Reports to EPA's data system for discharge information. NPDES permits are issued under the authority of the Clean Water Act.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$300,000.00
2. Total amount of any previous contract amendments:	\$200,000.00
3. Amount of current contract amendment:	\$175,000.00
4. New maximum contract amount:	\$675,000.00
and/or the termination date of the original contract has changed to:	09/30/2016

II. JUSTIFICATION

7. What conditions require that this work be done?

The Exchange network is the means by which States can share data with USEPA and other partners. USEPA has provided grant funds to enable the State to participate. This contact provides technical support to enable on-going development of data exchanges with USEPA.

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

The Division has a limited IT staff and the skills needed are very specialized.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor received the highest score in a competitive procurement process

d. Last bid date: 07/18/2011 Anticipated re-bid date: 05/01/2016

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

NDEP had a contract with the vendor for the following periods:

3/05 - 01/10

06/06 - 12/07

05/10 - 06/11

The vendor's work was excellent.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfleming	10/29/2014 15:41:35 PM
Division Approval	dgaskin	11/03/2014 12:40:28 PM
Department Approval	dgaskin	11/03/2014 12:40:41 PM
Contract Manager Approval	abasham	11/04/2014 09:17:52 AM

DoIT Approval
Budget Analyst Approval
BOE Agenda Approval

csweeney
jrodrig9
cwatson

11/04/2014 15:50:43 PM
11/12/2014 12:11:13 PM
11/12/2014 12:17:11 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: **16186**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: ACE Fire Systems, Inc.
Agency Code: MSA	Contractor Name: ACE Fire Systems, Inc.
Appropriation Unit: 9999 - All Categories	Address: 2620 Western Ave
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89109
If "No" please explain: Not Applicable	Contact/Phone: Karsten Smith 702-384-2932
	Vendor No.: T80975068
	NV Business ID: NV19931069414

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

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

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

2. Contract start date:

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

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2019**

Contract term: **5 years**

4. Type of contract: **MSA**

Contract description: **Inspection Services**

5. Purpose of contract:

This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a WSCA cooperative contract, which is a five year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: upon approval and acceptance of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

All state agencies have fire suppression equipment. It is necessary to inspect all this equipment to insure proper working order.

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

This is a specialized service that requires specially trained and certified individuals to perform these tests.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3130, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/30/2014 Anticipated re-bid date: 07/15/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	11/04/2014 11:09:59 AM
Division Approval	kperondi	11/04/2014 11:10:01 AM
Department Approval	kperondi	11/04/2014 11:10:03 AM
Contract Manager Approval	rmille8	11/04/2014 11:41:50 AM
Budget Analyst Approval	sjohnso9	11/13/2014 13:03:11 PM
BOE Agenda Approval	sbrown	11/17/2014 11:46:45 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16182**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Easter Seals Southern Nevada
Agency Code: MSA	Contractor Name: Easter Seals Southern Nevada
Appropriation Unit: 9999 - All Categories	Address: 6200 W. Oakey Blvd.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: Martha Sullivan 702-870-7050
	Vendor No.:
	NV Business ID: NV19761001232

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

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

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

Agency Reference #: **RFP 3157**

2. Contract start date:

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

Anticipated BOE meeting date **12/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2017**

Contract term: **3 years**

4. Type of contract: **MSA**

Contract description: **Labor Services**

5. Purpose of contract:

This is a new contract that continues ongoing labor services such as shredding and document destruction, mailing services, packaging and assembly, sewing, production of promotional material, poly-bagging and shrink wrapping services by persons with developmental disabilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides an option for state agencies to employ disabled persons for many of the services they seek at a competitive/discounted rate.

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

The State of Nevada does not have staff available to perform these services.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

NRS 333.375 authorizes the award of a contract to an organization for training and employment of persons with mental or physical disabilities, without complying with the requirements for competitive bidding.

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:

Easter Seals of Southern Nevada is currently under contract with the State of Nevada. Agencies are very pleased with their services.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	sberry	11/04/2014 15:51:26 PM
Division Approval	sberry	11/04/2014 15:51:29 PM
Department Approval	sberry	11/04/2014 15:51:31 PM
Contract Manager Approval	nfese1	11/04/2014 15:57:08 PM
Budget Analyst Approval	sjohnso9	11/08/2014 06:38:13 AM
BOE Agenda Approval	sbrown	11/17/2014 12:39:11 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16181**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: Opportunity Village
Agency Code: MSA	Contractor Name: Opportunity Village
Appropriation Unit: 9999 - All Categories	Address: 6300 W. Oakey Blvd.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: Laura DiAmore 702-880-4022
	Vendor No.:
	NV Business ID: NV19911030328

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

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

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

2. Contract start date:

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

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2017**

Contract term: **3 years**

4. Type of contract: **MSA**

Contract description: **Labor Services**

5. Purpose of contract:

This is a new contract that continues ongoing labor services such as shredding and document destruction, mailing services, packaging and assembly, sewing, production of promotional material, poly-bagging and shrink wrapping services by persons with developmental disabilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides an option for state agencies to employ disabled persons for many of the services they seek at a competitive/discounted rate.

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

The State of Nevada does not have staff available to perform these services.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

NRS 333.375 authorizes the award of a contract to an organization for training and employment of persons with mental or physical disabilities, without complying with the requirements for competitive bidding.

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:

Opportunity Village is currently under contract with the State of Nevada. Agencies are very pleased with their services provided.

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

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

Not Applicable

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

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	sberry	11/04/2014 15:17:56 PM
Division Approval	sberry	11/04/2014 15:17:58 PM
Department Approval	sberry	11/04/2014 15:18:02 PM
Contract Manager Approval	nfese1	11/04/2014 15:56:26 PM
Budget Analyst Approval	sjohnso9	11/08/2014 06:34:37 AM
BOE Agenda Approval	sbrown	11/17/2014 12:38:20 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: **16187**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: PowerComm Solutions
Agency Code: MSA	Contractor Name: PowerComm Solutions
Appropriation Unit: 9999 - All Categories	Address: 450 Sunshine Lane
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: Juliann Olivera 775-800-3115
	Vendor No.:
	NV Business ID: NV20001383279

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

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

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

2. Contract start date:

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

Anticipated BOE meeting date 12/2014

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2019**

Contract term: **5 years**

4. Type of contract: **MSA**

Contract description: **Inspection Services**

5. Purpose of contract:

This is a new contract to provide statewide inspection services for fire extinguishing systems, fire sprinkler systems, fire alarm/protective signaling systems and burglar alarm monitoring. These agreements are part of a WSCA cooperative contract, which is a 5 year contract. This will be a mandatory master services agreement for the state, so the agreements are for the same term to align with the master.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

All state agencies have fire suppression equipment. It is necessary to inspect all this equipment to insure proper working order.

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

This is a specialized serve that requires specially trained and certified individuals to perform these tests.

9. Were quotes or proposals solicited? No

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3130 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/30/2014 Anticipated re-bid date: 07/15/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	11/04/2014 11:10:22 AM
Division Approval	kperondi	11/04/2014 11:10:24 AM
Department Approval	kperondi	11/04/2014 11:10:26 AM
Contract Manager Approval	rmille8	11/04/2014 11:41:28 AM
Budget Analyst Approval	sjohnso9	11/13/2014 13:03:54 PM
BOE Agenda Approval	sbrown	11/17/2014 11:47:55 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16191**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: SOUTHWEST AIRLINES CO
Agency Code: MSA	Contractor Name: SOUTHWEST AIRLINES CO
Appropriation Unit: 9999 - All Categories	Address: 2702 LOVE FIELD DR
Is budget authority available?: Yes	City/State/Zip: DALLAS, TX 75235-1908
If "No" please explain: Not Applicable	Contact/Phone: Jeffrey Haag 775-636-8607
	Vendor No.: T80943902
	NV Business ID: NV19811014953

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

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

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

Agency Reference #: **RFP 3026**

2. Contract start date:

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

Anticipated BOE meeting date **12/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/31/2018**

Contract term: **3 years and 62 days**

4. Type of contract: **MSA**

Contract description: **Discount air travel**

5. Purpose of contract:

This is a new participating addendum allowing the State to join onto an existing contract that makes discounted airfares available to employees traveling on State business. This contract provides discounts of 3-5% off published fares.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

From time to time, State employees must be transported to another city to conduct State business and must often fly on commercial flights.

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

Most State employees do not have the ability to fly on non-commercial flights.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

The selected vendor's proposal was the only proposal submitted.

d. Last bid date: 10/22/2012 Anticipated re-bid date: 07/10/2017

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:

The Purchasing Division had a previous contract with Southwest Airlines a decade or so ago. Services were satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	11/05/2014 09:24:10 AM
Division Approval	kperondi	11/05/2014 09:24:11 AM
Department Approval	kperondi	11/05/2014 09:24:13 AM
Contract Manager Approval	mtroesch	11/05/2014 09:44:56 AM
Budget Analyst Approval	sjohnso9	11/08/2014 07:29:28 AM
BOE Agenda Approval	sbrown	11/17/2014 12:34:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **16183**

Agency Name:	MSA MASTER SERVICE AGREEMENTS	Legal Entity Name:	Washoe Ability Resource Center
Agency Code:	MSA	Contractor Name:	Washoe Ability Resource Center
Appropriation Unit:	9999 - All Categories	Address:	790 Sutro Street
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89512
If "No" please explain:	Not Applicable	Contact/Phone:	Andy Sutherland 775-287-6329
		Vendor No.:	
		NV Business ID:	NV19531000343

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

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

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

Agency Reference #: 3157

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/13/2015**

Anticipated BOE meeting date 01/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2017**Contract term: **2 years and 353 days**4. Type of contract: **MSA**Contract description: **Labor Services**

5. Purpose of contract:

This is a new contract that continues ongoing labor services such as mailing services, packaging and assembly, sewing, production of promotional material, poly-bagging and shrink wrapping services by persons with developmental disabilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This contract provides an option for state agencies to employ disabled persons for many of the services they seek at a competitive/discounted rate.

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

The State of Nevada does not have staff available to perform these services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

NRS 333.375 authorizes the award of a contract to an organization for training and employment of persons with mental or physical disabilities, without complying with the requirements for competitive bidding.

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:

Washoe Ability Resource Center is currently under contract with the State of Nevada. Agencies are very pleased with their services.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	sberry	11/14/2014 09:24:52 AM
Division Approval	sberry	11/14/2014 09:24:55 AM
Department Approval	sberry	11/14/2014 09:24:59 AM
Contract Manager Approval	nfese1	11/17/2014 09:11:29 AM
Budget Analyst Approval	sjohnso9	11/19/2014 08:54:44 AM
BOE Agenda Approval	sbrown	11/19/2014 14:55:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

DESCRIPTION OF CONTRACT

1. Contract Number: **16173**

Agency Name:	ADMIN - DIVISION OF HUMAN RESOURCE MANAGEMENT	Legal Entity Name:	Brenda Harvey
Agency Code:	070	Contractor Name:	Brenda Harvey
Appropriation Unit:	1363-04	Address:	10600 Silver Cliff Way
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89521
If "No" please explain:	Not Applicable	Contact/Phone:	775-224-0201
		Vendor No.:	
		NV Business ID:	Exempt
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	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Personnel assessment

Agency Reference #: **ASD #1753504**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/02/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/12/2014**

Contract term: **40 days**

4. Type of contract: **Contract**

Contract description: **Classification Study**

5. Purpose of contract:

This is a new contract to provide the Governor's Office with a classification study of current and proposed unclassified positions and make salary tier recommendations by analyzing classification questionnaires, obtaining and/or clarifying additional information to make informed comparisons among positions and tier level descriptions in assigning positions to particular salary tier levels.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,000.00**

Payment for services will be made at the rate of \$50.00 per hour

I. JUSTIFICATION

7. What conditions require that this work be done?

The Governor's Office has requested a classification study and salary tier recommendation for all unclassified positions and any additional classified positions that fit the description of a director, deputy director, administrator, deputy administrator and bureau chief.

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

Due to the volume of positions that must be reviewed and that the completion deadline is in approximately one month, the current staffing cannot complete the work necessary without assistance.

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

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

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

|

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This former employee has the specialized knowledge required to complete the required work.
SAM 323

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

Yes

See the attached Authorization to Contract form for details.

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Contractor is a former state employee assisting Human Resource Management Division on a very short-term (one month) study.

17. Not Applicable

18. Agency Field Contract Monitor:

Shelley Blotter, Deputy Administrator, Contract Monitor Ph: 775-684-0105

Carol Sweeney, Program Officer II, Contract Manager Ph: 775-684-0243

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/30/2014 14:31:11 PM
Division Approval	csweeney	10/30/2014 14:31:14 PM
Department Approval	csweeney	10/30/2014 14:31:15 PM
Contract Manager Approval	csweeney	10/30/2014 14:31:17 PM
Budget Analyst Approval	jstrandb	11/12/2014 16:24:15 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: **16174**

Agency Name: ADMIN - DIVISION OF HUMAN RESOURCE MANAGEMENT	Legal Entity Name: MARY DAY
Agency Code: 070	Contractor Name: MARY DAY
Appropriation Unit: 1363-04	Address: 3725 POCO LENA COURT
Is budget authority available?: Yes	City/State/Zip: WASHOE VALLEY, NV 89704
If "No" please explain: Not Applicable	Contact/Phone: 775-849-3706
	Vendor No.:
	NV Business ID: Exempt
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	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel assessment

Agency Reference #: **ASD #1753503**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/02/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/12/2014**

Contract term: **40 days**

4. Type of contract: **Contract**

Contract description: **Classification Study**

5. Purpose of contract:

This is a new contract to provide the Governor's Office with a classification study of current and proposed unclassified positions and make salary tier recommendations by analyzing classification questionnaires, obtaining and/or clarifying additional information to make informed comparisons among positions and tier level descriptions in assigning positions to particular salary tier levels.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,000.00**

Payment for services will be made at the rate of \$50.00 per hour

I. JUSTIFICATION

7. What conditions require that this work be done?

The Governor's Office has requested a classification study and salary tier recommendation for all unclassified positions and any additional classified positions that fit the description of a director, deputy director, administrator, deputy administrator and bureau chief.

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

Due to the volume of positions that must be reviewed and that the completion deadline is in approximately one month, the current staffing cannot complete the work necessary without assistance.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This former employee has the specialized knowledge required to complete the required work.
SAM 323

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

Yes

See the attached Authorization to Contract form for details.

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Contractor is a former state employee assisting Human Resource Management Division on a very short-term (one month) study.

17. Not Applicable

18. Agency Field Contract Monitor:

CAROL SWEENEY, PROGRAM OFFICER II, CONTRACT MANAGER Ph: 775-684-0243

SHELLEY BLOTTER, DEPUTY ADMINISTRATOR, CONTRACT MONITOR Ph: 775-684-0105

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/30/2014 14:36:53 PM
Division Approval	csweeney	10/30/2014 14:36:55 PM
Department Approval	csweeney	10/30/2014 14:36:56 PM
Contract Manager Approval	csweeney	10/30/2014 14:36:58 PM
Budget Analyst Approval	jstrandb	11/12/2014 16:24:43 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: **16150**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**
 Agency Code: **082**
 Appropriation Unit: **All Budget Accounts - Category 10**
 Is budget authority available?: **No**

Legal Entity Name: **LUMOS & ASSOCIATES**
 Contractor Name: **LUMOS & ASSOCIATES**
 Address: **9222 Prototype Drive**
 City/State/Zip: **Reno, NV 89521**
 Contact/Phone: **775/8276111**

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.: **T80912843**
 NV Business ID: **NV19791006982**

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

2015-2019

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

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

Agency Reference #: **108977**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/22/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **4 years and 220 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for civil engineering and inspection services, CSMS Site Improvements, Nevada Army National Guard; Project No. 15-A006; Contract No. 108977. Lumos will finalize the previously submitted plans to 100% improvement plans consisting of a site plan, grading/utility plan and detail sheets that identify the vertical and horizontal design criteria needed for construction of the improvement identified in the Type B submittal. Administration support for clarifications, submittal review, request for information and change orders specific to the civil design will be included. Inspection and testing services may include compaction tests, parking lot subgrade and base, asphalt sampling and coring, site concrete sampling and testing, concrete paving sampling and testing.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,360.00**

Other basis for payment: **monthly progress payments based on services provided**

I. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

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

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

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

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

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

Dan Daily, project manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/14/2014 16:13:28 PM
Division Approval	dgrimm	10/14/2014 16:13:30 PM
Department Approval	dgrimm	10/14/2014 16:13:33 PM
Contract Manager Approval	dgrimm	10/14/2014 16:13:36 PM
Budget Analyst Approval	cwatson	11/22/2014 04:49:26 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: **16145**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: CIVILWORKS INC
Agency Code: 082	Contractor Name: CIVILWORKS INC
Appropriation Unit: 1558-58	Address: 4945 W PATRICK LN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-2858
If "No" please explain: Not Applicable	Contact/Phone: 702/534-1816
	Vendor No.: T29033909
	NV Business ID: NV19981075781
To what State Fiscal Year(s) will the contract be charged?	2015-2018

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

<input checked="" type="checkbox"/> General Funds	8.00 %	Fees	0.00 %
Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	70.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	22.00 % transfer from Treasurer
Agency Reference #:	108990		

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/20/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 254 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Americans with Disabilities Act Upgrades at the Lost City Museum, Project No. 13-S02-7; Contract No. 108990. The scope of work includes installing a hi/low drinking fountain, miscellaneous directional and informational signage and also create an accessible route to the outdoor exhibits. CivilWorks will provide a topographic survey, design drawings, area directional and informational signage, cost estimate, agency coordination for permit, bidding assistance and construction administration per the State Public Works Division adopted standards.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,540.00**

Other basis for payment: **monthly progress payments based on services provided**

I. 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**

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/13/2014 15:42:15 PM
Division Approval	dgrimm	10/13/2014 15:42:18 PM
Department Approval	dgrimm	10/13/2014 15:42:22 PM
Contract Manager Approval	dgrimm	10/13/2014 16:07:33 PM
Budget Analyst Approval	jrodrig9	10/20/2014 09:12:48 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: **16146**

Legal Entity Name: **JOE BENIGNOS TREE SERVICE INC**

Contractor Name: **JOE BENIGNOS TREE SERVICE INC**

Address: **DBA G&R TREE SERVICE**

1460 INDUSTRIAL WAY

City/State/Zip: **GARDNERVILLE, NV 89410**

Contact/Phone: **775/265-9665**

Vendor No.: **T27008575A**

NV Business ID: **NV20081585740**

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/01/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Tree Service**

5. Purpose of contract:

This is a new contract to provide landscaping, arboriculture, tree removals, trimming, and planting as requested and approved by Buildings & Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

I. JUSTIFICATION

7. What conditions require that this work be done?

Upkeep of state owned grounds, removal of trees, emergency services for downed or diseased trees/landscape.

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

Lack of expertise and manpower.

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

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

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

**Joe Benignos Tree Service
Stay Green
Carson Valley Tree Care
Healthy Trees**

b. Solicitation Waiver: **Not Applicable**

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

All contracts are for bid projects and emergency use.

d. Last bid date: 09/30/2014 Anticipated re-bid date: 09/30/2018

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

Martin Phillips, Ground Supervisor II Ph: 775-684-1800

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/29/2014 12:46:53 PM
Division Approval	csweeney	10/29/2014 12:46:56 PM
Department Approval	csweeney	10/29/2014 12:46:58 PM
Contract Manager Approval	ssands	10/29/2014 12:49:59 PM
Budget Analyst Approval	jrodrig9	10/30/2014 11:48:04 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: **16175**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: PURCELL KROB ELECTRICAL PROF
Agency Code: 082	Contractor Name: PURCELL KROB ELECTRICAL PROF
Appropriation Unit: 1558-54	Address: PK ELECTRICAL INC 681 SIERRA ROSE DR STE B
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: 775/826-9010
	Vendor No.: T81016802
	NV Business ID: NV19961128650

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 %	<input checked="" type="checkbox"/> Bonds	30.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	70.00 %

68% Rebate, 2% Transfer of Re-Allocated Bond Authority from Treasurer

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/30/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 244 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for lighting retrofits for Priority 1C and 1D at various Statewide locations, Project No. 13-S08(H); Contract No. 108993. The redesign for Priority 1C will include various buildings at the Caliente Youth Center; Fernley Cemetery, Nevada Division of Forestry facilities in Carlin, Elko, and Wells, and the Gallagher Fish Hatchery. The scope of services will include consultation, calculations, construction documents and specifications suitable for competitive bidding. Contract support services will include consultation and shop drawings review. PK Electrical will attend local design meetings to coordinate with other trades and will provide contract administration services as required for a complete project. site visits are not included in the scope or fee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,100.00**

Other basis for payment: **monthly progress payments based on services provided**

I. 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**

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

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

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

Cliff Davidow, project manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/29/2014 15:45:09 PM
Division Approval	dgrimm	10/29/2014 15:45:25 PM
Department Approval	dgrimm	10/29/2014 15:49:16 PM
Contract Manager Approval	dgrimm	10/29/2014 16:19:29 PM
Budget Analyst Approval	jrodrig9	10/30/2014 13:02:23 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: **16143**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: A PLUS WINDOW CLEANING INC
Agency Code: 082	Contractor Name: A PLUS WINDOW CLEANING INC
Appropriation Unit: 1349-12	Address: 1607 GREG STREET
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: 775-329-3108
	Vendor No.: T29018190
	NV Business ID: NV20061100911

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

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

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/01/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2018**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Window Cleaning**

5. Purpose of contract:

This is a new contract to provide ongoing outside window cleaning service for state-owned facilities on an as needed basis. The parties agree that Contractor will provide the services as requested and in accordance with the contractor's cost proposal: \$ 45/hr. for ground level work; \$65/hr. for 2nd or 3rd story work; \$85/hr. all work above 3rd story.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,500.00**

I. JUSTIFICATION

7. What conditions require that this work be done?

Safe, quality window cleaning for the state owned buildings.

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

Lack of manpower

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

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

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

Economy Windows

b. Solicitation Waiver: **Not Applicable**

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

Some janitorial contracts clean windows on the inside of the buildings, and Economy does up to three (3) stories. A Plus will cover from ground level to six (6) stories.

7

d. Last bid date: 09/01/2014 Anticipated re-bid date: 09/01/2018

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

Cheryl Warren, Custodial Supervisor Ph: 775-684-1809

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	10/29/2014 12:45:53 PM
Division Approval	csweeney	10/29/2014 12:45:56 PM
Department Approval	csweeney	10/29/2014 12:45:59 PM
Contract Manager Approval	ssands	10/29/2014 12:49:18 PM
Budget Analyst Approval	jrodrig9	11/04/2014 18:21:13 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: **16154**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: CROOK, RAY DBA
Agency Code: 082	Contractor Name: CROOK, RAY DBA
Appropriation Unit: 1558-60	Address: RPC ROOF CONSULTING SERVICES 14370 MOUNT SNOW DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-9185
If "No" please explain: Not Applicable	Contact/Phone: 775/853-7202
	Vendor No.: T29013770
	NV Business ID: NV20101198067
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 %	<input checked="" type="checkbox"/> Bonds	47.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	53.00 % transfer from Treasurer

Agency Reference #: 108982

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/30/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 244 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the roof replacement at the Florence McClure Women's Correctional Center Phase 2, Project No. 13-S01(4); Contract No. 108982. This agreement is for inspection services for the Phase II re-roof of the Florence McClure Women's Correctional Center, Las Vegas, Nevada. The inspections include photo documentation of work in progress and deficiencies and a written report with comments and any directions given or RFI requests. The agreement also includes enforcement of the plans and specifications and code compliance along with quality assurance of workmanship and installer's procedures.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500.00**

Other basis for payment: monthly progress payments based on services provided

I. 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**

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):

8

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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 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:

Mark Falconer, project manager Ph: 775-684-4141

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/20/2014 14:24:34 PM
Division Approval	dgrimm	10/20/2014 14:24:37 PM
Department Approval	dgrimm	10/20/2014 15:30:57 PM
Contract Manager Approval	dgrimm	10/20/2014 16:13:01 PM
Budget Analyst Approval	jrodrig9	10/30/2014 11:13:48 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: 15126	Amendment Number: 2
Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: TATE SNYDER KIMSEY ARCHITECTS
Agency Code: 082	Contractor Name: TATE SNYDER KIMSEY ARCHITECTS
Appropriation Unit: 1593-19	Address: LTD
Is budget authority available?: Yes	709 VALLE VERDE CT
If "No" please explain: Not Applicable	City/State/Zip: HENDERSON, NV 89014-2329
	Contact/Phone: 702/456-3000
	Vendor No.: T80883470
	NV Business ID: NV19821003232

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	87.50 %	X Other funding	12.50 % Transfer from the Dept. of Motor Vehicles
Agency Reference #:	89266		

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **12/03/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2017**

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 second amendment to the original contract, which provides professional architectural/engineering services for planning for the Sahara Department of Motor Vehicles Replacement Building; Project No. 13-P01; Contract No. 89266. This endorsement increases the maximum amount from \$1,280,120.50 to \$1,292,620.50 for additional services to assist with the selection of the furniture supplier, document furniture needs, assist with the selection of the furniture and finishes and to review vendor provided furniture drawings along with coordination of power and data requirements.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,278,936.00
2. Total amount of any previous contract amendments:	\$1,184.50
3. Amount of current contract amendment:	\$12,500.00
4. New maximum contract amount:	\$1,292,620.50

I. 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

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

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

Not Applicable

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

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

demonstrated the required expertise for work on this project

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/21/2014 13:49:16 PM
Division Approval	dgrimm	10/21/2014 13:49:20 PM
Department Approval	dgrimm	10/21/2014 13:50:40 PM
Contract Manager Approval	dgrimm	10/21/2014 16:02:50 PM
Budget Analyst Approval	jrodrig9	10/30/2014 11:08:05 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: **16206**

Agency Name: DTCA - COMMISSION ON TOURISM	Legal Entity Name: JBS INTERNATIONAL INC
Agency Code: 101	Contractor Name: JBS INTERNATIONAL INC
Appropriation Unit: 1522-31	Address: 5515 SECURITY LANE
Is budget authority available?: Yes	SUITE 800
If "No" please explain: Not Applicable	City/State/Zip: NORTH BETHESDA, MD 20852
	Contact/Phone: GORDON NG 240-645-4277
	Vendor No.:
	NV Business ID: NV20141665208

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	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % LODGING TAX

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/12/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **229 days**

4. Type of contract: **Contract**

Contract description: **Web Maintenance**

5. Purpose of contract:

This is a new contract to provide website maintenance which will assist the Division of Tourism in optimizing and enhancing the visitor experience on its tourism website, travelnevada.com.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: \$24,000.00 for the term of the contract to be paid as services rendered upon receipt of itemized invoices.

I. JUSTIFICATION

7. What conditions require that this work be done?

The agency is currently experiencing functional issues related to travelnevada.com with respect to site search, meta data, and configuration of existing tools within the content management system. These maintenance fixes will enhance the website visitor experience leading to higher conversion on the site.

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

N/A - This requires expertise experience in back end programming using Drupal.

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):

**JBS INTERNATIONAL
KMJ WEB DESIGNS
FUSEIDEAS
PENDARI**

b. Solicitation Waiver: **Not Applicable**

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

This vendor has experience with Drupal (which the current website is developed under) and demonstrated experience with multiple Drupal-driven sites in their proposal. The agency also felt the costs provided represented the most realistic allocation of time and money of all the proposals.

d. Last bid date: 10/27/2014 Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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	amathies	11/12/2014 09:48:37 AM
Division Approval	amathies	11/12/2014 09:48:39 AM
Department Approval	amathies	11/12/2014 09:48:42 AM
Contract Manager Approval	amathies	11/12/2014 10:03:54 AM
Budget Analyst Approval	tgreenam	11/12/2014 19:39:40 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: **16138**

Agency Name: GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT	Legal Entity Name: Lyon Park Associates
Agency Code: 102	Contractor Name: Lyon Park Associates
Appropriation Unit: 1521-10	Address: 803 N. Barton St.
Is budget authority available?: Yes	City/State/Zip: Arlington, VA 22201
If "No" please explain: Not Applicable	Contact/Phone: Maureen Klovers, President & CEO 703-969-3643
	Vendor No.:
	NV Business ID: NV20141664191
To what State Fiscal Year(s) will the contract be charged?	2015

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

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

Agency Reference #: 102

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/24/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2014**
Contract term: **68 days**

4. Type of contract: **Contract**
Contract description: **SSBCI Audit**

5. Purpose of contract:

This is a new contract to provide program audit of Nevada's State Small Business Credit Initiative (SSBCI) program to ensure proper administration of the program and conformance to best practices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,296.00**

Other basis for payment: \$12,200 for labor at the rates indicated in ATTACHMENT CC, up to \$1,496 for approved travel and per diem at approved state rates, and up to \$600 for other hard costs with the total Contract or installments payable upon receipt of invoice at the completion of work, total Contract not to exceed \$ 14,296.

I. JUSTIFICATION

7. What conditions require that this work be done?

GOED is responsible to the U.S. Department of the Treasury, the cognizant agency, to ensure program is being administered properly.

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

GOED has no employees with the specific skills set needed to perform this work.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Best overall proposal.

d. Last bid date: 08/18/2014 Anticipated re-bid date: 08/18/2017

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

Peter Wallish, Director, Rural Community & Economic Development Ph: 775-687-9911

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	swoodbur	10/09/2014 11:33:28 AM
Division Approval	swoodbur	10/09/2014 11:33:31 AM
Department Approval	swoodbur	10/09/2014 11:33:34 AM
Contract Manager Approval	swoodbur	10/09/2014 11:33:37 AM
Budget Analyst Approval	sewart	10/24/2014 11:20:57 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: **16201**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: ITS PARTNERS LLC
Agency Code: 180	Contractor Name: ITS PARTNERS LLC
Appropriation Unit: 1389-30	Address: 4079 PARK EAST CT SE
Is budget authority available?: No	City/State/Zip: GRAND RAPIDS, MI 49546-8815
If "No" please explain: Nevada Division of Welfare Supportive Services will provide funding for this contract. See attached memo B/A 3228 Category 50.	Contact/Phone: Jared Carter 801/842-5244
	Vendor No.: PUR0005381
	NV Business ID: NV20101675922

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	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % BA 3228-50, Division of Welfare Supportive Services

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/01/2014**

Retroactive? **Yes**

If "Yes", please explain

Due to funding provided by Division of Welfare Supportive Services a memo was requested as Attachment DD in the contract. This memo was received on November 4, 2014 causing a delay in submission to Budget. The delay was necessary to confirm funding commitment by Division of Welfare Supportive Services.

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

Contract term: **241 days**

4. Type of contract: **Contract**

Contract description: **Symantec Support**

5. Purpose of contract:

This is a new contract to provide an Enterprise Infrastructure Environment for agencies to utilize the Datacenter Security Product, which provides extensive security protection for critical servers in the State. Ensuring this environment is properly provisioned and available at inception, is crucial to the success of the project, as well as to the agencies statewide that will choose to use this service.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,000.00**

I. JUSTIFICATION

7. What conditions require that this work be done?

Perform configuration and training necessary for the State deployment for the Altiris and Endpoint Security and Management Solutions.

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

ITS Partners LLC is the only National Premier Services Partner that is also a Certified Training Partner. Both services are a requirement of the State's deployment of Altiris.

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

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 141007

Approval Date: 10/20/2014

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

ITS Partners LLC is the only National Premier Services Partner that is also a Certified Training Partner. Both services are a requirement of the State's deployment of Altiris.

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

August 2013 to June 30, 2014 ITS Partners LLC had contract #14652 with Administration - Enterprise Information Technology Services. Quality of service provided was satisfactory.

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

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

Not Applicable

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

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:

Chris Ipsen, CISO, Contract Monitor Ph: 775-684-7322

Chris Finnegan, ITM, Contract Monitor Ph: 775-684-7347

Lynda Bashor, PO1, Contract Manager Ph: 775-684-0241

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	11/07/2014 10:37:20 AM
Division Approval	csweeney	11/07/2014 10:37:25 AM
Department Approval	csweeney	11/07/2014 10:37:28 AM
Contract Manager Approval	lmartin9	11/07/2014 10:38:11 AM
Budget Analyst Approval	sewart	11/10/2014 18:43:26 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: **15775**

Agency Name: DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name: EUREKA, COUNTY OF
Agency Code: 402	Contractor Name: EUREKA, COUNTY OF
Appropriation Unit: 3167-00	Address: EUREKA COUNTY ASSESSOR PO BOX 694
Is budget authority available?: Yes	City/State/Zip: EUREKA, NV 89316
If "No" please explain: Not Applicable	Contact/Phone: 775/237-5270
	Vendor No.: T80975988E
	NV Business ID: 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 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Revenue from County

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/12/2014**

Retroactive? **Yes**

If "Yes", please explain

Legislative Session year with the merge/consolidation of Developmental Services to ASD was approved, contracts required modification to reflect these changes. Additionally, each county requires time to process approvals by officials, resulting in a delay in contract submissions. Contracts are for two years, set up to be reviewed at the end of one year so that sufficient amount of time is given to begin the process of a new contract before contract expires if needed.

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

Contract term: **322 days**

4. Type of contract: **Revenue Contract**

Contract description: **Eureka 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.

I. 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 Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Not applicable. 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

II. OTHER INFORMATION

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

No

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

County Government

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

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

Current-Division of Health Care Finance and Policy (DHCFP)-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	jkucera	08/01/2014 07:59:25 AM
Division Approval	tmyler	10/07/2014 11:10:09 AM
Department Approval	ecreceli	10/10/2014 15:29:14 PM
Contract Manager Approval	jpruneau	10/14/2014 09:25:29 AM
Budget Analyst Approval	knielsen	10/15/2014 07:43:13 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: 15826	Amendment Number: 1
Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: PACIFIC INSTITUTE FOR RESEARCH
Agency Code: 406	Contractor Name: PACIFIC INSTITUTE FOR RESEARCH
Appropriation Unit: 3168-16	Address: AND EVALUATION
Is budget authority available?: Yes	11720 BELTSVILLE DR STE 900
If "No" please explain: Not Applicable	City/State/Zip: BELTSVILLE, MD 20705-3111
	Contact/Phone: Diane McKnight 301/755-2700
	Vendor No.: T3200870
	NV Business ID: NV20041422412

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

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	RFP 3104		

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **08/12/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **09/29/2018**

Termination Date:

Contract term: **4 years and 49 days**

4. Type of contract: **Contract**

Contract description: **Eval. Consultant**

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing services to provide an evaluator to work with the division's mental health program and the substance abuse prevention and treatment agency to ensure that collected data are synthesized, analyzed, reviewed and reported on a regular basis, and assessing Nevada's progress toward completing the evaluation requirements of three grants. This amendment increases the maximum amount from \$1,322,094.30 to \$1,365,294.30 due to the increase from the Cooperative Agreements to Benefit Homeless Individuals States Supplemental grant.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,322,094.30
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$43,200.00
4. New maximum contract amount:	\$1,365,294.30

I. JUSTIFICATION

7. What conditions require that this work be done?

Data driven performance assessment, evaluation and reporting are requirements in the grants. Grantees must periodically review the performance data they report to Substance Abuse and Mental Health Services Administration (SAMHSA) and assess their progress and use this information to improve management of their grant projects. (CABHI: RFA No. TI-13-004, Section I-26; SPF-PFS: RFA SP-13-004, Section I-2.4; SS-HS: RFA No. SM-13-006, Section I-2.5)

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

State employee lack the expertise, availability and resources to accomplish the work required.

9. Were quotes or proposals solicited? Yes

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

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

Planning Research and Evaluation Services
Public Consulting Group
Pacific Institute for Research and Evaluation

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3104, 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: 02/26/2014 Anticipated re-bid date: 06/01/2018

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

SAPTA; 7/1/05 9/29/09 ; 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	alaw1	10/13/2014 14:54:58 PM
Division Approval	alaw1	10/13/2014 14:55:03 PM
Department Approval	ecreceli	10/23/2014 14:30:38 PM
Contract Manager Approval	rmorse	10/24/2014 08:29:26 AM
Budget Analyst Approval	bberry	11/12/2014 09:47:47 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: **16119**

Agency Name: DHHS - WELFARE AND SUPPORT SERVICES	Legal Entity Name: F.A.A.D. Janitorial, Inc.
Agency Code: 407	Contractor Name: F.A.A.D. Janitorial, Inc.
Appropriation Unit: 3233-07	Address: 52 Glen Carran Circle
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: 775-351-2405
	Vendor No.:
	NV Business ID: NV20041538232
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.

<input checked="" type="checkbox"/> General Funds	33.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	67.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/01/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2016**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract that continues ongoing janitorial services for the Division of Welfare and Supportive Service District Office in Fallon, Nevada and includes the cleaning of the building's occupied spaces and common areas. This contract contains an option to extend the contract term for an additional two (2) year period.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,344.56**

Payment for services will be made at the rate of \$1,347.69 per Month

I. JUSTIFICATION

7. What conditions require that this work be done?

Janitorial services are required for a clean and sanitary environment for Division of Welfare and Supportive Service staff and clients.

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

State Buildings and Grounds does not provide this service to rural areas.

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):

McNeil's Cleaning Services, Inc.
F.A.A.D. Janitorial, Inc.
All Cleaned Up, LLC.

b. Solicitation Waiver: **Not Applicable**

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

Vendor was selected as the lowest responsible vendor.

d. Last bid date: 09/01/2014 Anticipated re-bid date: 09/01/2016

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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:

Don Coston, Ph: 775-684-0652

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/08/2014 08:56:43 AM
Division Approval	msmit5	10/15/2014 08:17:46 AM
Department Approval	bvale1	10/23/2014 07:39:13 AM
Contract Manager Approval	sneudaue	10/23/2014 16:12:39 PM
Budget Analyst Approval	ekin4	10/30/2014 14:43:50 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: 13947	Amendment Number: 1
Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: LOPEZ, EVANGELINA R
Agency Code: 407	Contractor Name: LOPEZ, EVANGELINA R
Appropriation Unit: 3233-07	Address: PO BOX 193
Is budget authority available?: Yes	City/State/Zip: HAWTHORNE, NV 89415
If "No" please explain: Not Applicable	Contact/Phone: 775/945-3984
	Vendor No.: T80904331
	NV Business ID: NV20101424888
To what State Fiscal Year(s) will the contract be charged?	2013-2017

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

<input checked="" type="checkbox"/> General Funds	36.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	64.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **01/01/2013**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2016**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **Janitorial Service**

5. Purpose of contract:

This is the first amendment to the original contract, which continues ongoing janitorial services for the Division of Welfare and Supportive Services (DWSS) District Office in Hawthorne, Nevada. This amendment revises the consideration language, extends the termination date from December 31, 2014 to December 31, 2016, increases the maximum amount from \$9,600 to \$19,200 and revises Attachment B - Scope of Work.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,600.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$9,600.00
4. New maximum contract amount:	\$19,200.00

I. JUSTIFICATION

7. What conditions require that this work be done?

Janitorial services are required for a clean and sanitary environment for DWSS staff and clients.

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

State Buildings and Grounds does not provide this service to rural areas.

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):

Eva Lopez
Pro Clean Maintenance Inc
Executive Cleaning Service LLC

b. Solicitation Waiver: **Not Applicable**

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

Vendor was selected as the lowest responsible vendor.

d. Last bid date: 11/30/2012 Anticipated re-bid date: 11/30/2016

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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 provided janitorial services for DWSS from 7/1/05 to 6/30/11 and provided satisfactory service.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/02/2014 17:38:46 PM
Division Approval	msmit5	10/22/2014 12:04:05 PM
Department Approval	ecreceli	10/23/2014 15:09:37 PM
Contract Manager Approval	sneudaue	10/23/2014 16:14:47 PM
Budget Analyst Approval	ekin4	11/05/2014 16:23:33 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: 15607	Amendment Number: 1
Agency Name: DHHS - WELFARE AND SUPPORT SERVICES	Legal Entity Name: BERES, GINNIE DBA
Agency Code: 407	Contractor Name: BERES, GINNIE DBA
Appropriation Unit: 3233-07	Address: ROADRUNNER JANITORIAL SERVICE 5911 VICKI ANN RD
Is budget authority available?: Yes	City/State/Zip: PAHRUMP, NV 89048
If "No" please explain: Not Applicable	Contact/Phone: 775/727-4405
	Vendor No.: T29001360
	NV Business ID: Nv20131113914
To what State Fiscal Year(s) will the contract be charged?	2015-2018

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

<input checked="" type="checkbox"/> General Funds	33.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	67.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **07/01/2014**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2018**
 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 at the Division of Welfare and Supportive Services (DWSS) Pahrump District Office. This amendment revises the consideration language, increases the maximum amount from \$32,400 to \$47,940, revises Attachment B - Scope of Work to increase service to five (5) days per week (effective 1/1/15), and revises Attachment C - Vendor's Proposal.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$32,400.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$15,540.00
4. New maximum contract amount:	\$47,940.00

I. JUSTIFICATION

7. What conditions require that this work be done?
This contract is to ensure that a clean and sanitary work environment exists for staff and the clients served by DWSS.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Janitorial services are not offered by the State of Nevada.

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor has been providing satisfactory service and was the lowest bidder.

d. Last bid date: 03/13/2014 Anticipated re-bid date: 03/13/2018

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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 is currently under contract with DWSS and performing janitorial services 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ewatson	10/10/2014 14:56:09 PM
Division Approval	msmit5	10/22/2014 12:07:32 PM
Department Approval	ecrecli	10/23/2014 14:50:38 PM
Contract Manager Approval	sjon23	10/23/2014 16:23:24 PM
Budget Analyst Approval	ekin4	11/05/2014 16:27:55 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: **16194**

Agency Name:	DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name:	Michael Capello and Associates Inc
Agency Code:	409	Contractor Name:	Michael Capello and Associates Inc
Appropriation Unit:	3145-12	Address:	6548 Golden Dawn Crt
Is budget authority available?:	Yes	City/State/Zip:	Sparks, NV 89436
If "No" please explain:	Not Applicable	Contact/Phone:	775-771-4258
		Vendor No.:	
		NV Business ID:	NV20081568007
To what State Fiscal Year(s) will the contract be charged?	2015		

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

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/06/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **235 days**

4. Type of contract: **Contract**

Contract description: **fatality review**

5. Purpose of contract:

This is a new contract to provide near child fatality and child fatality review upon agency request.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$44,000.00**

Payment for services will be made at the rate of \$110.00 per hr

Other basis for payment: and travel costs at GSA rates

I. JUSTIFICATION

7. What conditions require that this work be done?

There is a need for a review of a child fatality by a third party.

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

There is a need for a review of a child fatality by a third party due to the sensitive nature and parties involved in this particular review.

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

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

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

**Ed Cotton
Michael Capello and Associates Inc
Action 4 Child Protection**

b. Solicitation Waiver: **Not Applicable**

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

This vendor best meets the needs of the agency.

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

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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

Yes If "Yes", please explain

Yes, Michael Capello is an employee of Washoe County.

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:

Amber Howell, Administrator Ph: 684-4400

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	11/05/2014 14:44:09 PM
Division Approval	jmorro5	11/05/2014 15:07:26 PM
Department Approval	ecrecli	11/06/2014 11:04:27 AM
Contract Manager Approval	ihyman	11/06/2014 11:20:06 AM
Budget Analyst Approval	nhovden	11/06/2014 12:02:30 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: **16196**

Agency Name: ADJUTANT GENERAL & NATIONAL GUARD	Legal Entity Name: ROUNDS ENGINEERING, LTD.
Agency Code: 431	Contractor Name: CR ENGINEERING
Appropriation Unit: 3650-10	Address: 5434 LONGLEY LN
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: Chris Rounds 775-826-1919
	Vendor No.: T29024113
	NV Business ID: 20041355601

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

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

Agency Reference #: **NMD# 005-15-S**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/07/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/30/2015**

Contract term: **356 days**

4. Type of contract: **Contract**

Contract description: **Feasib.Study-Carlin**

5. Purpose of contract:

This is a new contract to provide a feasibility study with documented soils report and design to facilitate the practicability of a conversion from a current heat pump HVAC system to a ground source heat pump system with well field at the Elko County Readiness Center. Vendor will review existing plans, complete conceptual documents, calculations, soil reports, thermal conductivity testing, progressive cost estimates, and drill cutting removal.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,350.00**

I. JUSTIFICATION

7. What conditions require that this work be done?

This project will determine the practicability of complying with a presidential directive to be net-zero energy for this site.

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

Agency personnel do not possess the skills necessary to provide these types of professional services.

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

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

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

Not Applicable

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

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

Vendor's qualifications meet project requirements.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

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

No

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

No

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 has previously contracted with this vendor and found the services to be satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

No b. If "No", please explain:

Legal entity name is Rounds Engineering, DBA CR Engineering.

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	11/05/2014 13:31:19 PM
Division Approval	bhernan2	11/06/2014 16:08:31 PM
Department Approval	bhernan2	11/06/2014 16:08:35 PM
Contract Manager Approval	vradford	11/06/2014 16:12:28 PM
Budget Analyst Approval	jborrowm	11/07/2014 08:51:10 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: **16141**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: TekYogi, LLC
Agency Code: 440	Contractor Name: TekYogi, LLC
Appropriation Unit: 3710-26	Address: 7573 Hollanderry Pl
Is budget authority available?: Yes	City/State/Zip: Cupertino, CA 95014
If "No" please explain: Not Applicable	Contact/Phone: Prasad Mavuduri, Managing Member 408/828-9909
	Vendor No.: PUR0005529
	NV Business ID: NV20141634545

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.

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/27/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **246 days**

4. Type of contract: **Contract**

Contract description: **Software Consulting**

5. Purpose of contract:

This is a new contract to provide consulting for software downloads and technical support to setup production environment, system pre-installation and post installation checks, universe migration/report migration and adjustment (1 universe/2 to 4 reports) unit, integration and user acceptance testing and documentation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,000.00**

I. JUSTIFICATION

7. What conditions require that this work be done?

If the contract is not approved, Nevada Department of Corrections (NDOC) will not be able to migrate to the new version of the software purchased by State Purchasing on PO #PC 083000000630025 from TekYogi. NDOC does not have the resources or the ability to move to the next version of software. The new version allows NDOC to use Internet Explorer (IE9) instead of (IE8) which is no longer supported.

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

Historically, NDOC has outsourced these services to a company with the knowledge and technical skills to perform the required service. NDOC does not have the staff with the knowledge and technical background to perform this service. No other state agency is currently providing 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):

TekYogi, LLC
SAP Public Services

b. Solicitation Waiver: **Not Applicable**

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

NDOC inadvertently did not include the required installation and consulting services in the requisition to State Purchasing; therefore, these services were not included in BID #8245. Shannon Berry, State Purchasing, advised us that the dollar amount is under the RFP requirement and a Solicitation Waiver is not needed. NDOC has determined, since TekYogi won the bid and there was only 1 other bid, it is unreasonable to obtain 3 quotes.

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

10. Does the contract contain any IT components? Yes

II. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssergent	10/15/2014 11:21:29 AM
Division Approval	dmartine	10/15/2014 13:52:02 PM
Department Approval	bfarris	10/16/2014 12:49:53 PM
Contract Manager Approval	jhardy	10/23/2014 11:14:59 AM
DoIT Approval	csweeney	10/23/2014 16:16:17 PM
Budget Analyst Approval	cmurph3	10/27/2014 15:36:54 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: **16090**

Agency Name: DEPARTMENT OF AGRICULTURE	Legal Entity Name: HUMBOLDT WATERSHED COOP
Agency Code: 550	Contractor Name: HUMBOLDT WATERSHED COOP
Appropriation Unit: 4545-17	Address: WEED MNGT AREA DBA HWCWMA PO BOX 570
Is budget authority available?: Yes	City/State/Zip: ELKO, NV 89803-0570
If "No" please explain: Not Applicable	Contact/Phone: 775/738-3085
	Vendor No.: T27029602
	NV Business ID: NV20041351215

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 %	<input checked="" type="checkbox"/> Fees	100.00 % Pesticide Registration Fees
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/28/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/15/2016**

Contract term: **1 year and 139 days**

4. Type of contract: **Contract**

Contract description: **Humboldt Watershed**

5. Purpose of contract:

This is a new contract for the removal of invasive weeds in the Harrison Pass and Elk Mountain areas of Northern Nevada to benefit sage-grouse habitat and Nevada's rangelands.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,500.00**

Other basis for payment: 30% January 2015, 30% July 2015, 30% November 2015 and 10% upon final acceptance of all reports and documentation.

I. JUSTIFICATION

7. What conditions require that this work be done?

Noxious weeds are a known degrading factor to Sage Grouse brood rearing habitats and may be the most significant threat to habitats within the state. The other factor in this project is to protect the agricultural economy and community from the losses which are incurred from noxious weed invasions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the personnel on site to be able to perform the work.

9. Were quotes or proposals solicited? **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):

Quinn River Conservation District
S, Nevada Water Authority
Carson Valley Conversation
Eastern Nevada Landscape
Dayton Valley Conservation
Humboldt Watershed

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best fit of proposal to RFP

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

Jamie Greer, Noxious Weed Coordinator Ph: 775-353-3640

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wcune1	09/17/2014 15:17:58 PM
Division Approval	wcune1	09/17/2014 15:18:01 PM
Department Approval	wcune1	09/17/2014 15:18:03 PM
Contract Manager Approval	wcune1	09/18/2014 11:35:50 AM
Budget Analyst Approval	sbarkdul	10/28/2014 15:03:36 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: **16091**

Legal Entity Name: **EASTERN NEVADA LANDSCAPE**
 Contractor Name: **EASTERN NEVADA LANDSCAPE**
 Address: **COALITION
PO BOX 150266
ELY, NV 89315**
 City/State/Zip: **ELY, NV 89315**
 Contact/Phone: **775/289-7974**
 Vendor No.: **T27001336A**
 NV Business ID: **NV20021244679**

Agency Name: **DEPARTMENT OF AGRICULTURE**
 Agency Code: **550**
 Appropriation Unit: **4545-17**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<input checked="" type="checkbox"/>	Fees	100.00 % Pesticide Registration Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/28/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2015**

Contract term: **1 year and 64 days**

4. Type of contract: **Contract**

Contract description: **E. NV Landscape**

5. Purpose of contract:

This is a new contract for the removal of invasive weeds in the Newark-Long Valley and Snake Valley areas of White Pine County in Eastern Nevada to benefit sage-grouse habitat and Nevada's rangelands.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: 65% July 2015, 25% November 2015 and 10% upon final acceptance of all reports and documentation.

I. JUSTIFICATION

7. What conditions require that this work be done?

Noxious weeds are a known degrading factor to Sage Grouse brood rearing habitats and may be the most significant threat to habitats within the state. The other factor in this project is to protect the agricultural economy and community from the losses which are incurred from noxious weed invasions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the personnel on site to be able to perform the work.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best fit of proposal to RFP

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

Jamie Greer, Noxious Weed Coordinator Ph: 775-353-3640

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wcune1	09/18/2014 11:42:11 AM
Division Approval	wcune1	09/18/2014 11:42:13 AM
Department Approval	wcune1	09/18/2014 11:42:15 AM
Contract Manager Approval	wcune1	10/22/2014 07:35:38 AM
Budget Analyst Approval	sbarkdul	10/28/2014 14:59:54 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: **16092**

Agency Name: **DEPARTMENT OF AGRICULTURE**
Agency Code: **550**
Appropriation Unit: **4545-17**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **PARADISE SONOMA CONSERVATION**
Contractor Name: **PARADISE SONOMA CONSERVATION**
Address: **DISTRICT PO BOX 202**
City/State/Zip: **PARADISE VALLEY, NV 89426-0202**
Contact/Phone: **775/578-2244**
Vendor No.: **T81000352**
NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<input checked="" type="checkbox"/>	Fees	100.00 % Pesticide Registration Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/28/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2015**

Contract term: **1 year and 64 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Paradise Interlocal**

5. Purpose of contract:

This is a new interlocal agreement for the removal of invasive weeds in the Paradise Valley area of Humboldt County in Northern Nevada to benefit sage-grouse habitat and Nevada's rangelands.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: 30% January 2015, 25% May 2015, 10% August 2015, 25% November 2015 and 10% upon final acceptance of all reports and documentation.

I. JUSTIFICATION

7. What conditions require that this work be done?

Noxious weeds are a known degrading factor to Sage Grouse brood rearing habitats and may be the most significant threat to habitats within the state. The other factor in this project is to protect the agricultural economy and community from the losses which are incurred from noxious weed invasions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the personnel on site to be able to perform the work.

9. Were quotes or proposals solicited? **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):

**S. Nevada Water Authority
Quinn River Conservation District
Dayton Valley Landscape
Paradise Sonoma Conservation District**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best fit of proposal to RFP

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

Jamie Greer, Noxious Weed Coordinator Ph: 775-353-3640

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wcune1	09/18/2014 09:59:43 AM
Division Approval	wcune1	09/18/2014 09:59:46 AM
Department Approval	wcune1	09/18/2014 09:59:49 AM
Contract Manager Approval	wcune1	09/18/2014 11:39:43 AM
Budget Analyst Approval	sbarkdul	10/28/2014 14:55:21 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: **16097**

Agency Name: DEPARTMENT OF AGRICULTURE	Legal Entity Name: NEVADA JUNIOR LIVESTOCK SHOW
Agency Code: 550	Contractor Name: NEVADA JUNIOR LIVESTOCK SHOW
Appropriation Unit: 4554-11	Address: BOARD
Is budget authority available?: Yes	PO BOX 8026
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89507-8026
	Contact/Phone: 775/353-3610
	Vendor No.: T29033825A
	NV Business ID: Gov't 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.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/07/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **234 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **NV JR Livestock Brd**

5. Purpose of contract:

This is a new interlocal agreement to provide financial assistance to the Nevada Junior Livestock Show Board. The assistance helps the board pay for location rent, judging fees, and other expenses to present the Nevada Junior Livestock Show.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: One time payment

I. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Agriculture (NDA) with its mandate to promote the advancement and protection of Nevadas Agriculture and related industries and the Nevada Junior Livestock Show provides an opportunity to promote excellence in livestock production, skills and practices.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Junior Livestock Show Board is a governmental entity.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **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

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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	wcune1	09/19/2014 15:25:42 PM
Division Approval	wcune1	09/19/2014 15:25:44 PM
Department Approval	wcune1	09/19/2014 15:25:46 PM
Contract Manager Approval	wcune1	10/22/2014 08:51:03 AM
Budget Analyst Approval	sbarkdul	11/07/2014 14:17:43 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: **16157**

Agency Name: GCB - GAMING CONTROL BOARD	Legal Entity Name: Vision Control Associates of Nevada, Inc.
Agency Code: 611	Contractor Name: Vision Control Associates of Nevada, Inc.
Appropriation Unit: 4061-26	Address: 4690 Longley Ln - Unit A14
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: 702-222-0877
	Vendor No.:
	NV Business ID: NV19911058820
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.

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/24/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2015**

Contract term: **1 year and 7 days**

4. Type of contract: **Contract**

Contract description: **Maintenance**

5. Purpose of contract:

This is a new contract to provide video conferencing system maintenance at the Gaming Control Board's Carson City and Las Vegas locations.

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 \$8,340.00 per year

Other basis for payment: Plus on-call rates as needed and reflected in Attachment CC - Contractor's Response

I. JUSTIFICATION

7. What conditions require that this work be done?

The Gaming Control Board has video conferencing equipment that requires support and maintenance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Video conferencing system maintenance requires specialized skills. The Gaming Control Board knows of no state employee with this skill set.

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):

**Vision Control Associates of Nevada, Inc.
Potential AV Maintenance Company
CenturyLink**

25

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Price and knowledge.

d. Last bid date: 09/24/2014 Anticipated re-bid date: 10/21/2018

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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	jkingsla	10/22/2014 14:05:19 PM
Division Approval	jkingsla	10/22/2014 14:05:22 PM
Department Approval	jkingsla	10/22/2014 14:05:25 PM
Contract Manager Approval	jkingsla	10/22/2014 14:05:50 PM
Budget Analyst Approval	knielsen	10/24/2014 07:50:19 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: **16144**

Agency Name: **DEPARTMENT OF WILDLIFE**
Agency Code: **702**
Appropriation Unit: **4466 - All Categories**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **GREAT BASIN BIRD OBSERVATORY**
Contractor Name: **GREAT BASIN BIRD OBSERVATORY**
Address: **1755 E PLUMB LN STE 256A**
City/State/Zip: **RENO, NV 89502**
Contact/Phone: **775/323-4226**
Vendor No.: **T81102150**
NV Business ID: **NV19971091434**

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	15R-04		

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/22/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2016**

Contract term: **2 years and 40 days**

4. Type of contract: **Revenue Contract**

Contract description: **GBBO Eagle**

5. Purpose of contract:

This is a new revenue contract which the Nevada Department of Wildlife (NDOW) will be responsible for providing the following services to perform capture and satellite telemetry on five Golden Eagles at locations to be determined by NDOW. Provide data from satellite telemetry to Great Basin Bird Observatory (GBBO) upon request for the purposes of project reporting to the Bureau of Land Management (BLM) and collaborate with GBBO to generate required BLM project reporting.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,000.00**

I. JUSTIFICATION

7. What conditions require that this work be done?

NDOW will be performing capture and tracking services for Golden Bald Eagles in Nevada

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is a revenue contract, services are being provided by state staff biologists with field expertise.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **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

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

Cris Tomilson , Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	10/13/2014 11:24:46 AM
Division Approval	kdailey	10/13/2014 11:24:48 AM
Department Approval	eobrien	10/14/2014 10:29:33 AM
Contract Manager Approval	kdailey	10/16/2014 10:22:59 AM
Budget Analyst Approval	cwatson	11/22/2014 04:48:58 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: **16169**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: FROMMMER, JOHN C DBA JOHN MULLS
Agency Code: 702	Contractor Name: FROMMMER, JOHN C DBA JOHN MULLS
Appropriation Unit: 4462-15	Address: MEAT & DEER PROCESSING 3730 THOM BLVD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89130
If "No" please explain: Not Applicable	Contact/Phone: JOHN FROMMMER 702/645-1200
	Vendor No.: T29009492A
	NV Business ID: NV20101579694

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	15-10		

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/01/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/30/2017**

Contract term: **2 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Volunteer Dinner**

5. Purpose of contract:

This is a new contract to provide catering for the Hunter Education Volunteer Instructor Academy.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,370.00**

I. JUSTIFICATION

7. What conditions require that this work be done?

Annual training event for volunteer Hunter and Outdoor Education Instructors.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized equipment, certificates, and permits needed.

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):

**Renaissance Catering
John Mulls Road Kill Grill
Famous Daves**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Remote location for activity limited contractor, other contractors were cost prohibited, or unable to accommodate the needed service for this contract.

d. Last bid date: 10/06/2014 Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

Martin Olson , Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	10/28/2014 10:25:21 AM
Division Approval	kdailey	10/28/2014 10:25:49 AM
Department Approval	eobrien	10/28/2014 13:31:10 PM
Contract Manager Approval	kdailey	10/28/2014 13:59:12 PM
Budget Analyst Approval	sbarkdul	11/04/2014 08:00:11 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: **16170**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: OREGON STATE UNIVERSITY
Agency Code: 702	Contractor Name: OREGON STATE UNIVERSITY
Appropriation Unit: 4464-13	Address: PO BOX 1086
Is budget authority available?: Yes	City/State/Zip: CORVALLIS, OR 97339-1086
If "No" please explain: Not Applicable	Contact/Phone: 541/737-0644
	Vendor No.: T27021334
	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	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	15-13		

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/04/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/30/2019**

Contract term: **4 years and 268 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **TERRESTRIAL SURVELLI**

5. Purpose of contract:

This is a new contract to provide terrestrial surveillance and diagnostic services for wildlife health.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$0.00 per Fee Schedule

I. JUSTIFICATION

7. What conditions require that this work be done?

These services are necessary for the state vet to determine wildlife health.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized lab equipment and expertise that state employees are unable to perform.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

Peri Wolff , Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	10/28/2014 12:48:34 PM
Division Approval	kdailey	10/28/2014 12:48:36 PM
Department Approval	eobrien	10/28/2014 13:49:52 PM
Contract Manager Approval	kdailey	10/28/2014 14:00:05 PM
Budget Analyst Approval	sbarkdul	11/04/2014 09:19:04 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: **11941** Amendment Number: **4**

Agency Name: **PARKS DIVISION** Legal Entity Name: **William Michael Urrutia**

Agency Code: **704** Contractor Name: **William Michael Urrutia**

Appropriation Unit: **4162-00** Address: **dba Urrutia Ranch, Mike Urruti**

Is budget authority available?: **Yes** City/State/Zip: **Friant, CA 93626**

If "No" please explain: **Not Applicable** Contact/Phone: **559-281-6676**

Vendor No.:

NV Business ID: **NV20101836083**

To what State Fiscal Year(s) will the contract be charged? **2011-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Revenue Contract

2. Contract start date:
a. Effective upon final approval? **No** or b. other effective date **04/12/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2014**

Contract term: **4 years and 264 days**

4. Type of contract: **Revenue Contract**

Contract description: **Grazing of cattle**

5. Purpose of contract:

This is the forth amendment to the original contract, which provides designated pasture at North Ghiglia Ranch in Lyon County. This amendment extends the termination date of the contract from 12/21/2014 to 12/31/2015 and increases the contract maximum from by \$112,700 to \$140,875 to extend designation for another year in accordance with the terms of the original contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$28,175.00
2. Total amount of any previous contract amendments:	\$84,525.00
3. Amount of current contract amendment:	\$28,175.00
4. New maximum contract amount:	\$140,875.00
and/or the termination date of the original contract has changed to:	12/31/2015

I. JUSTIFICATION

7. What conditions require that this work be done?

Noxious weeds need to be removed from the property. Grazing cattle on the property is an environmentally friendly means of getting rid of the weeds.

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? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

2009 - present - State Parks. 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)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	10/01/2014 11:16:50 AM
Division Approval	sdecrona	10/01/2014 11:16:53 AM
Department Approval	sdecrona	10/17/2014 09:06:04 AM
Contract Manager Approval	sdecrona	10/17/2014 09:06:08 AM
Budget Analyst Approval	jrodrig9	10/20/2014 09:58:39 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: **12905** Amendment Number: **1**

Agency Name: **PARKS DIVISION** Legal Entity Name: **William Michael Urrutia**

Agency Code: **704** Contractor Name: **William Michael Urrutia**

Appropriation Unit: **4162-00** Address: **PO Box 226**

Is budget authority available?: **Yes** City/State/Zip: **Friant, CA 93626**

If "No" please explain: **Not Applicable** Contact/Phone: **Mike Urrutia 559-281-6676**

Vendor No.:
NV Business ID: **NV20101836083**

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 %

Agency Reference #: **RFP012-01 Fort Churchill**

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **01/10/2012**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2015**
 Contract term: **3 years and 356 days**

4. Type of contract: **Revenue Contract**
 Contract description: **Fort Churchill Graze**

5. Purpose of contract:
This is the first revenue grazing lease amendment to provide an extension from December 31, 2014 to December 31, 2015 and to increase the amount of the contract \$48,000 for a total of \$192,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$144,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$48,000.00
4. New maximum contract amount:	\$192,000.00

I. JUSTIFICATION

7. What conditions require that this work be done?
This is to pasturage and grazing of livestock. This is a natural resource management strategy for vegetation control, habitat control and fuel reduction as well as maintaining the original cultural aspects and integrity of the property.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
State Parks has neither the resources or the manpower to complete this task.

9. Were quotes or proposals solicited? **Yes**
 Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

State Parks did a Request for Proposal (RFP), as directed by State Purchasing. Mr. Urrutia was the only bidder to meet the standards required by the RFP.

d. Last bid date: 03/01/2007 Anticipated re-bid date: 12/31/2016

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

Mr. Urrutia holds the current lesse agreement with State Parks, 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	09/29/2014 14:25:08 PM
Division Approval	sdecrona	09/29/2014 14:25:10 PM
Department Approval	sdecrona	10/20/2014 10:26:43 AM
Contract Manager Approval	sdecrona	10/20/2014 10:26:46 AM
Budget Analyst Approval	jrodrig9	10/20/2014 10:28:31 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: **16198**

Agency Name: **DEPARTMENT OF MOTOR VEHICLES**
Agency Code: **810**
Appropriation Unit: **4715-04**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **GARTNER INC**
Contractor Name: **GARTNER INC**
Address: **56 TOP GALLANT RD**
City/State/Zip: **STAMFORD, CT 06902**
Contact/Phone: **239/561-4839**
Vendor No.: **T80976121**
NV Business ID: **NV19941112701**

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/07/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2015**

Contract term: **1 year and 54 days**

4. Type of contract: **Other (include description): Joinder per NRS 332.195**

Contract description: **SubscriptionResearch**

5. Purpose of contract:

This is a new contract for subscription-based research and related services for the Motor Vehicle Information Technology Division's professional's staff. This includes, but is not limited to, providing information about best practices related to cloud services, mobile application development, network design, system strategy, modernizing computer applications and customer relationship management type application solutions. Pursuant to NRS 332.195, the vendor has authorized the department to join or use the City of Las Vegas' contract with the Gartner Corporation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,300.00**

Payment for services will be made at the rate of \$17,400.00 per FY 2015

Other basis for payment: \$17,900.00 per FY2016

I. JUSTIFICATION

7. What conditions require that this work be done?

Changes in the technology sector occur very rapidly. When the Department has to make IT related decisions and provide technical information, it is limited by the realm of the department's current IT infrastructure. It is becoming more important for MVIT to have access to current trends and research related to the ever changing information technology environment. Gartner has been identified as a source for expertise in IT research in both the government and private sectors. The Department is beginning a modernization project for its integrated computer application. By partnering with Gartner, the department will have access to technology experts and related information that will assist in the selection of the best possible solution for modernization and its success.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the expertise.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

NRS 332.195 which allows the State of Nevada to join or use contracts of local governments located within or outside the State with the authorization of the contracting vendor.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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 Administration, Enterprise IT Services Division (EITS) entered into an agreement upon the approval of Gartner joining the Master Client Agreement (MCA) between Gartner and the City of Las Vegas pursuant to NRS 332.195. 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:
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:

Mark Froese, IT Administrator Ph: 775-684-4578

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	11/05/2014 15:53:27 PM
Division Approval	cmunoz	11/05/2014 15:53:29 PM
Department Approval	akeillor	11/05/2014 16:07:46 PM
Contract Manager Approval	hazevedo	11/05/2014 16:45:15 PM
Budget Analyst Approval	cwatson	11/07/2014 14:49:50 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: **16132**

Agency Name: DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name: Deborah Campbell and Associates LLC
Agency Code: 902	Contractor Name: Deborah Campbell and Associates LLC
Appropriation Unit: 4770-11	Address: 2505 Anthem Village Drive, Suite E-235
Is budget authority available?: Yes	City/State/Zip: Henderson, NV 89052
If "No" please explain: Not Applicable	Contact/Phone: Deborah Campbell 702-845-4393
	Vendor No.: T29035657
	NV Business ID: NV20051693645
To what State Fiscal Year(s) will the contract be charged?	2015-2016

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1942-16-ADMIN**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/11/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2015**

Contract term: **322 days**

4. Type of contract: **Contract**

Contract description: **Consultant**

5. Purpose of contract:

This is a new contract to provide consultation services for conducting research and writing a strategic outreach plan for a target audience of less than 300 corporations for the Governor's Workforce Investment Board's Manufacturing Sector Council.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$150.00 per hour

Other basis for payment: The Contractor shall only be paid for actual costs incurred for consultation services for conducting research and writing a strategic outreach plan for a target audience of less than 300 corporations for the Governors Workforce Investment Boards Manufacturing Sector Council at an hourly rate of \$150/hr. (i.e. actual hours worked x \$150 hourly rate which, all inclusive including equipment, supplies, in state travel and reasonable refreshment costs for focus groups.) Should the final outreach plan require publishing in large numbers; a separate invoice for printing will be submitted. Unused funds shall not be paid to the Contractor and the total contract is not to exceed \$20,000.00.

I. JUSTIFICATION

7. What conditions require that this work be done?

Agency Requested

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have employees that possess the expertise and knowledge in this area.

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):

Summu Marketing
Bauserman Group
CBP Strategies
Kirvin Doak
The Ferraro Group
Trosper Communications
Perferred Public Relations
The Glenn Group
The Firm PR
R&R Partners
Deborah Campbell
Crear Creative
Brain Trust

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only submittal and after review of the vendor's proposal it was determined the vendor met the required qualifications for the Dept. of Employment, Training and Rehabilitation.

d. Last bid date: 09/22/2014 Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

Deborah Campbell and Associates LLC has been providing satisfactory services since 2009 at the Dept. of Employment, Training and Rehabilitation.

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:

Mae Worthey, Public Information Officer Ph: 702-486-7991

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	10/15/2014 11:37:13 AM
Division Approval	mcost1	11/07/2014 13:56:12 PM
Department Approval	mcost1	11/07/2014 13:56:16 PM
Contract Manager Approval	kwynands	11/07/2014 15:19:49 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: **16178**

Agency Name: BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name: Graphic Imaging Services, Inc.
Agency Code: BDC	Contractor Name: Graphic Imaging Services, Inc.
Appropriation Unit: B007 - All Categories	Address: 1601 S. Rainbow Blvd. Suite 150
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: Lisa Desuatels 702-222-3950
	Vendor No.:
	NV Business ID: NV19971118037
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	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Agency Funds

Agency Reference #: 2014-02

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/01/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2015**

Contract term: **149 days**

4. Type of contract: **Provider Agreement**

Contract description: **Document Scanning**

5. Purpose of contract:

This is a new contract for bulk document scanning services for the Nevada State Board of Dental Examiners.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,000.00**

Payment for services will be made at the rate of \$9,000.00 per month

I. JUSTIFICATION

7. What conditions require that this work be done?

To improve the efficiency of the Board's staff and its provision of services to the Board's licensees and the general public, the Board will be scanning most of its documents.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of necessary equipment, expertise, and skills

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):

Vistron Imaging
Sun Valley Imaging
Graphis Imaging Services, Inc.
Opportunity Village

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b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best combination of price, availability, and capability.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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 Gaming Board, Nevada Mining Board

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:

Debra Shaffer-Kugel, Executive Director Ph: 702-486-7044

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	55443282	11/05/2014 14:29:38 PM
Division Approval	55443282	11/05/2014 14:29:46 PM
Department Approval	55443282	11/05/2014 14:29:49 PM
Contract Manager Approval	55443282	11/05/2014 14:29:52 PM
Budget Analyst Approval	ekin4	11/05/2014 16:17:25 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: **16179**

Agency Name: **BDC LICENSING BOARDS & COMMISSIONS**
Agency Code: **BDC**
Appropriation Unit: **B005 - All Categories**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **Capitol Partners**
Contractor Name: **Capitol Partners**
Address: **401 Ryland St Suite 105**
City/State/Zip: **Reno, NV 89503**
Contact/Phone: **Peter Kreuger 775-622-9665**
Vendor No.:
NV Business ID: **NV20101806674**
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	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Agency Funds

Agency Reference #: 2014-03

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/05/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **236 days**

4. Type of contract: **Provider Agreement**

Contract description: **Legislative Services**

5. Purpose of contract:

This is a new contract for legislative services for 2015 Legislative Session for the Chiropractic Physicians' Board of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500.00**

Other basis for payment: \$1,250 per month for first two months, then \$4,000 per month for final five months

I. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires legislative services, consultation, and reporting throughout the 2015 Legislative session.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of expertise, knowledge, experience, and ability to be present daily at the Legislature.

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):

Susan Johnson
Paula Berkley
Capitol Partners

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best combination of price, expertise, capability, and based upon past positive experiences with the vendors principals.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

II. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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:

Chiropractic Physicians' Board of Nevada 2013-2014 - performance was satisfactor

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	55443282	10/31/2014 11:25:35 AM
Division Approval	55443282	10/31/2014 11:25:38 AM
Department Approval	55443282	10/31/2014 11:25:41 AM
Contract Manager Approval	55443282	10/31/2014 11:25:43 AM
Budget Analyst Approval	ekin4	11/05/2014 11:36:33 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16180**

Agency Name: BDC LICENSING BOARDS & COMMISSIONS	Legal Entity Name: Kathleen Laxalt
Agency Code: BDC	Contractor Name: Kathleen Laxalt
Appropriation Unit: B036 - All Categories	Address: P.O. Box 19058
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: Kathleen Laxalt 775-762-1864
	Vendor No.:
	NV Business ID: NV20101366023

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	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Agency Funds

Agency Reference #: 2014-02

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **12/15/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **196 days**

4. Type of contract: **Provider Agreement**

Contract description: **Legislative Services**

5. Purpose of contract:

This is a new contract for legislative services through the 2015 Legislative Session for the Nevada Board of Massage Therapy.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Payment for services will be made at the rate of \$4,000.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires legislative services, consultation, and reporting throughout the 2015 Legislative session.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of expertise, knowledge, experience, and ability to daily attend the Legislative session.

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):

**Carrara Nevada
Paula Berkley
Kathleen Laxalt**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best combination of knowledge, skills, experience, and cost.

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 State Board of Veterinary Medical Examiners, Nevada State Liquefied Petroleum Gas Board, and Nevada State Board of Massage Therapists - all verified that vendor was satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	55443282	10/31/2014 11:52:41 AM
Division Approval	55443282	10/31/2014 11:52:45 AM
Department Approval	55443282	10/31/2014 11:52:49 AM
Contract Manager Approval	55443282	10/31/2014 11:52:52 AM
Budget Analyst Approval	ekin4	11/05/2014 11:44:19 AM