

# POST

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

### BOARD OF EXAMINERS

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**LOCATION:** Laxalt Building  
2<sup>nd</sup> Floor Chambers  
401 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:** August 11, 2015 at 10:00 a.m.

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

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### AGENDA

1. PUBLIC COMMENTS
- \*2. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 7, 2015 BOARD OF EXAMINERS’ MEETING MINUTES
- \*3. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE
  - A. Department of Health and Human Services, Division of Public and Behavioral Health, Southern Nevada Adult Mental Health Services

Pursuant to NRS 333.705, the division requests authority to contract with a former Lake’s Crossing Center, Correctional Lieutenant, to provide training for key forensic positions at the Rawson-Neal Hospital Rapid Stabilization Unit and the new Stein Hospital.

**\*4. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

**A. Department of Health and Human Services – Child and Family Services**

The division is requesting Board of Examiners’ approval of the following provider agreement forms to enable them to enter into an agreement with providers of:

- Observed Drug Testing Services
- CARES/SART Examination: Child and Adolescent Abuse Exam

**\*5. FOR POSSIBLE ACTION – TRAVEL POLICY CHANGES**

**A. Office of the State Controller**

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

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

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

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
Department of Administration – Fleet Services	1	\$18,640
Department of Administration – Fleet Services	83	\$2,039,507
Department of Agriculture – Pest, Plant Disease, Noxious Weed	1	\$24,321
Department of Agriculture – Consumer Equitability	1	\$22,243
Department of Agriculture – Livestock Inspection	4	\$14,000
Department of Agriculture – Registration/Enforcement	1	\$24,572
Department of Veterans Services	3	\$134,882
Department of Corrections	16	\$576,149
<b>Total</b>	<b>110</b>	<b>\$2,854,314</b>

**\*7. FOR POSSIBLE ACTION – REQUEST FOR ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY ACCOUNT**

**A. Office of the Treasurer - \$247,500**

Pursuant to NRS 353.268, the Treasurer’s Office requests an allocation of \$247,500 from the Interim Finance Committee Contingency Account to fund Phase 1 of the startup costs for the Education Savings Account Program created in SB302 during the 2015 Legislative Session.

**\*8. FOR POSSIBLE ACTION – APPROVAL OF AN AMENDMENT TO A DEVELOPMENT AND FINANCING AGREEMENT**

**A. Department of Administration – Public Works Division**

Pursuant to Assembly Bill 299, of the 2005 legislative session, the State Public Work Division, on behalf of the Department of Conservation and Natural Resources Division of State Lands; the Department of Corrections; and the Reno Sparks Indian Colony (RSIC), is requesting approval of an amendment to the original Development and Financing Agreement (approved at the December 2012 BOE meeting), between the RSIC and the State of Nevada, through the above referenced state agencies. The agreement will result in the design and construction of a Department of Corrections Restitution Center. The amendment adds 11.02 acre feet of water rights to the agreement, for a total of 15.33 acre feet of water, to ensure sufficient water is available to support the Restitution Center once it is complete and operational.

**\*9. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

**\*10. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

**\*11. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS ([Attached as Exhibit 3](#))**

**12. CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 4](#)) – INFORMATION ITEM**

Pursuant to NRS 333.700 subsection 7 (a), 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). Attached is a list of all applicable approvals for contracts and amendments approved from June 17, 2015 through July 13, 2015.

**13. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS**

**\*14. 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  
[Capitolpolice-lasvegas@dps.state.nv.us](mailto:Capitolpolice-lasvegas@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 Wells at (775) 684-0222 or you can email us at [budget@admin.nv.gov](mailto: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.



# LEASES

BOE #	LESSEE	LESSOR	AMOUNT
1.	Board of Massage Therapy	JS Park Sahara, LLC	\$32,407
	<b>Lease Description:</b> This is an extension of an existing lease to house the board. <b>Term of Lease:</b> 08/01/2015 – 07/31/2018 Located in Las Vegas		
2.	Board of Oriental Medicine	Battleborn Law, LLC	\$9,576
	<b>Lease Description:</b> This is a new location lease to house the board. <b>Term of Lease:</b> 08/01/2015 – 07/31/2017 Located in Las Vegas		
3.	Commission on Judicial Discipline	Avalon Nevada Investments, LLC	\$99,153
	<b>Lease Description:</b> This is a relocation lease to house the commission. <b>Term of Lease:</b> 09/01/2015 – 08/31/2020 Located in Carson City		
4.	Department of Administration – Enterprise IT Services	Meow, LLC	\$445,870
	<b>Lease Description:</b> This is a new lease to house the division. <b>Term of Lease:</b> 09/15/2015 – 03/31/2021 Located in Las Vegas		
5.	Department of Administration – Enterprise IT Services	Meow, LLC	\$13,144
	<b>Lease Description:</b> This is an amendment to the lease for tenant improvements for the division. <b>Term of Lease:</b> 09/15/2015 – 03/31/2021 Located in Las Vegas		
6.	Department of Business and Industry – Office of the Labor Commissioner	East College Parkway, L.P.	\$224,642
	<b>Lease Description:</b> This is a relocation lease to house the agency. <b>Term of Lease:</b> 09/01/2015 – 08/31/2020 Located in Carson City		
7.	Department of Business and Industry – Real Estate	East College Parkway, L.P.	\$282,336
	<b>Lease Description:</b> This is a relocation lease to house the division. <b>Term of Lease:</b> 09/01/2015 – 08/31/2020 Located in Carson City		
8.	Office of Economic Development	Avalon Nevada Investments, LLC	\$695,784
	<b>Lease Description:</b> This is an extension of an existing lease to house the agency. <b>Term of Lease:</b> 09/01/2015 – 08/31/2020 Located in Carson City		
9.	Office of Economic Development – PTAC Procurement Outreach Program	Pacific Peninsula, LLC	\$97,911
	<b>Lease Description:</b> This is a new lease to house the agency. <b>Term of Lease:</b> 09/01/2015 – 11/30/2020 Located in Las Vegas		
10.	Department of Health and Human Services – Aging and Disability Services – Rural Regional Center	B.P.L., LP	\$75,154
	<b>Lease Description:</b> This is a relocation lease to house the division. <b>Term of Lease:</b> 09/01/2015 – 09/30/2017 Located in Elko Savings of \$14,989.41		
11.	Office of the Military	Shellbourne Global, LLC	\$123,832
	<b>Lease Description:</b> This is a relocation lease to house the agency. <b>Term of Lease:</b> 09/01/2015 – 10/31/2020 Located in Sparks		
12.	Department of Motor Vehicles	RKM Properties	\$1,181,533
	<b>Lease Description:</b> This is an extension of an existing lease to house the agency. <b>Term of Lease:</b> 09/01/2015 – 08/31/2020 Located in Sparks Savings of \$32,371.20		

BOE #	LESSEE	LESSOR	AMOUNT
13.	Department of Public Safety – General Services	Shenandoah Co., Business Trust dba Nye Lane Properties	\$3,907,152
	<b>Lease Description:</b>	This is an extension of an existing lease to house the agency with additional footage.	
	<b>Term of Lease:</b>	09/01/2015 – 08/31/2025	Located in Carson City
14.	Department of Public Safety – Highway Patrol	Shenandoah Co., Business Trust dba Nye Lane Properties	\$452,580
	<b>Lease Description:</b>	This is a relocation lease to house the division.	
	<b>Term of Lease:</b>	09/01/2015 – 04/30/2021	Located in Carson City
15.	Department of Education – Teacher’s Licensure Certification Program	Tanglewood, LLC	\$201,366
	<b>Lease Description:</b>	This is a new location lease to house the program.	
	<b>Term of Lease:</b>	09/01/2015 – 08/31/2020	Located in Carson City

# CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	082	DEPARTMENT OF ADMINISTRATION PUBLIC WORKS - BUILDINGS AND GROUNDS	ENTERPRISE JANITORIAL, INC	FEE: BUILDINGS AND GROUNDS RENTAL INCOME FEES	\$479,174	
		<b>Contract Description:</b> This is a new contract that continues ongoing janitorial services to the Bryan Building located at 901 S. Stewart Street, Carson City, Nevada Term of Contract: 08/12/2015 - 08/31/2019 Contract # 16906				
2.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - MILITARY 2005 CIP VET HOME-NON-EXEC	MCGINLEY & ASSOCIATES, INC.	GENERAL 28% BONDS 37% OTHER: TRANSFER FROM TREASURER - REALLOCATED BOND AUTHORITY 35%	\$48,566	PROFESSIONAL SERVICE
		<b>Contract Description:</b> This is the first amendment to the original contract, which provides an environmental site assessment for the Northern Nevada Veterans Home Phase I; CIP Project No. 13-P07; Internal SPWD Contract No. 109339. This amendment increases the contract maximum amount from \$2,100 to \$50,666.25 due to the scope of the project being modified to include a environmental assessment for the Northern Nevada Veteran's Home. Term of Contract: 04/10/2015 - 06/30/2019 Contract # 16584				
3.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - STATEWIDE CIP PROJECTS-NON-EXEC	KITTRELL GARLOCK & ASSOCIATES	BONDS 38% OTHER: TOBACCO FUNDS 62%	\$49,400	
		<b>Contract Description:</b> This is the first amendment to the original contract, which provides professional architectural/engineering service for the renovation of Building #3, Southern Nevada Adult Mental Health Services; SPWD Project number 13-C08; Contract No. 86738. This amendment increases the maximum contract amount from \$367,500 to \$416,900 due to project scope changes that include additional designs for the renovations to the Nursing station, the heating, ventilation and air conditioning intake, and video surveillance systems. Term of Contract: 11/12/2013 - 10/07/2017 Contract # 15046				
4.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS -TOURISM DEVELOPMENT FUND	HILTON LAKE OF LAS VEGAS RESORT & SPA	OTHER: LODGING TAX	\$97,850	
		<b>Contract Description:</b> This is a new contract to provide the site for the 2015 Governor's Summit on Global Tourism to be held in Las Vegas, Nevada, November 13-17, 2015. Term of Contract: Upon Approval - 11/17/2015 Contract # 16918				
5.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS -TOURISM DEVELOPMENT FUND	TNS US LLC DBA TNS CUSTOM RESEARCH	OTHER: LODGING TAX	\$389,000	
		<b>Contract Description:</b> This is a new contract to provide a measurement of the effectiveness of the division's integrated domestic paid, owned and earned marketing/communications efforts. Term of Contract: 08/12/2015 - 06/30/2017 Contract # 16850				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
6.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	US DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION	OTHER: REVENUE	\$145,000	
		<b>Contract Description:</b>	This is a new revenue contract to provide continued rack space rental at Mount Brock in Nye County.			
7.	300	DEPARTMENT OF EDUCATION - CAREER AND TECHNICAL EDUCATION	CAREER AND TECHNICAL EDUCATION CONSORTIUM OF STATES, INC.	FEDERAL	\$269,600	SOLE SOURCE
		<b>Contract Description:</b>	This is the fourth amendment to the original contract, which provides analysis, review and development services to fully implement Nevada's state system of student career and technical skill standards and assessments. Develop and pilot assessments for each of the sets of validated state standards. This amendment increases the maximum amount from \$456,800 to \$726,400 and extends the termination date from June 30, 2016 to September 30, 2016 due to the continued need for these services.			
8.	300	DEPARTMENT OF EDUCATION - PROFICIENCY TESTING	CBT/MCGRAW-HILL	GENERAL 50% FEDERAL 50%	\$51,457,083	
		<b>Contract Description:</b>	This is a new contract to provide Nevada Ready Student Assessment System services and support statewide on an as needed basis. This includes the development, administration, scoring, reporting and analysis of assessments including: English Language Acquisition (ELA) and Math assessments for grades 3-8, Science assessments for grades 5 and 8 and 10, End of Course examinations in ELA, math and science, alternate assessments in math, science, writing and ELA, and High School Proficiency exam retests for grade 12 and Adult Education programs.			
9.	300	DEPARTMENT OF EDUCATION - OTHER STATE EDUCATION PROGRAMS	JOBS FOR NEVADA GRADUATES, INC.	GENERAL	\$6,086,645	SOLE SOURCE
		<b>Contract Description:</b>	This is the second amendment to the original contract, which provides support for the Job's for America's Graduates program for the 2014-2015 school year. This program provides training to improve outcomes of public education, improve work opportunities and increase college enrollment and completion rates for high-risk youth populations. This amendment increases the maximum amount from \$750,000 to \$6,836,645 and changes the scope of work to include the 2015-2016 and 2016-2017 school years due to the continued need for these services.			
10.	300	DEPARTMENT OF EDUCATION - OFFICE OF EARLY LEARNING AND DEVELOPMENT	BOARD OF REGENTS--UNR	FEDERAL	\$358,908	EXEMPT
		<b>Contract Description:</b>	This is a new contract to continue to provide assessors for the Silver State Stars Quality Rating and Improvement System (QRIS) using the Environment Rating Scales (ERS). ERS are observational assessment tools that are used to evaluate both the quality of early childhood programs as well as the quality of interactions between teacher and child. The scores from these assessments along with other documentation will result in a number of stars assigned to licensed child care centers, licensed family home providers, and public pre-k programs. The QRIS leads to greater parent and community awareness of quality programs and offers resources to improve and sustain higher quality early childhood programs.			
		<b>Term of Contract:</b>	08/11/2015 - 06/30/2017	<b>Contract #</b>	16914	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
11.	300	DEPARTMENT OF EDUCATION - DATA SYSTEMS MANAGEMENT	INFINITE CAMPUS	GENERAL	\$3,500,000	EXEMPT
	<b>Contract Description:</b>	This is the second amendment to the original contract, which provides the department access to the statewide version of the Infinite Campus student information system. This amendment increases the maximum amount from \$0.00 to \$3,500,000 and extends the termination date from September 22, 2015 to June 30, 2017 due to statewide implementation of this student information system, which includes adding fifteen school districts that are currently using other systems.				
	<b>Term of Contract:</b>	07/22/2014 - 06/30/2017	<b>Contract # 16920</b>			
12.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	LYON COUNTY	OTHER: REVENUE FROM COUNTY	\$200,000	
	<b>Contract Description:</b>	This is a new interlocal revenue agreement that continues ongoing service to children with intellectual disabilities and provides structure for county reimbursement of the non-federal share of funding as payment for services.				
	<b>Term of Contract:</b>	07/01/2015 - 06/30/2017	<b>Contract # 16890</b>			
13.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - RURAL REGIONAL CENTER	PALCO, INC.	GENERAL 81% FEDERAL 19%	\$1,080,350	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which continues ongoing fiscal management services for children whose families/guardians choose to direct their own services and support through the state-funded, self-directed program. This amendment increases the maximum amount from \$4,605,120 to \$5,685,470 to expand Financial Management Services beginning September 1, 2015 to veterans who qualify for Veteran Directed Home and Community Based Services offered through the Aging and Disability Resource Center program.				
	<b>Term of Contract:</b>	04/01/2014 - 03/31/2017	<b>Contract # 15223</b>			
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	GREENSCAPES OF NEVADA, LLC	GENERAL	\$319,200	
	<b>Contract Description:</b>	This is a new contract that continues ongoing landscape and grounds maintenance services to approximately five acres of mature landscaping on the Southern Nevada Adult Mental Health Services and Rawson Neal Psychiatric Hospital campus.				
	<b>Term of Contract:</b>	08/11/2015 - 08/31/2019	<b>Contract # 16902</b>			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
15.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	MORRISON MANAGEMENT SPECIALISTS, INC.	GENERAL 43.5% OTHER: CLIENT CHARGES AND RENTAL REIMBURSEMENT 2.4% FEDERAL 54.1%	\$376,048	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which continues ongoing breakfast, lunch, dinner, and snack service to patients at the Desert Willow Treatment Center. This amendment extends the termination date from August 31, 2015 to August 31, 2016 and increases the maximum amount from \$425,000 to \$801,048 due to the continued need for food service.				
		<b>Term of Contract:</b>	08/13/2014 - 08/31/2016	<b>Contract # 15862</b>		
16.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	CLARK, COUNTY OF LAS VEGAS METROPOLITAN POLICE	GENERAL 3% HIGHWAY 97%	\$519,651	
	<b>Contract Description:</b>	This is a new interlocal agreement that provides ongoing services related to breath alcohol testing for intoxication as required by NRS, NAC, and the Committee on Testing for Intoxication in the counties of Clark, Esmeralda, Lincoln and Nye. The services include providing forensic analysis of alcohol, calibration/repair, maintenance of breath testing devices, and training/certification of forensic analysts of alcohol and breath test instructors/operators.				
		<b>Term of Contract:</b>	07/01/2015 - 06/30/2017	<b>Contract # 16919</b>		
17.	651	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	WASHOE COUNTY	GENERAL 3% HIGHWAY 97%	\$660,994	
	<b>Contract Description:</b>	This is a new interlocal agreement that provides ongoing services related to breath alcohol testing for intoxication as required by NRS, NAC and the Committee on Testing for Intoxication in the counties of Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe and White Pine. The services include providing forensic analysis of alcohol, calibration/repair/maintenance of breath testing devices, and training/certification of forensic analysts of alcohol and breath test instructors/operators.				
		<b>Term of Contract:</b>	07/01/2015 - 06/30/2017	<b>Contract # 16794</b>		
18.	654	DEPARTMENT OF PUBLIC SAFETY - EMERGENCY MANAGEMENT	ESI ACQUISITION, INC.	GENERAL 20% FEDERAL 80%	\$78,553	
	<b>Contract Description:</b>	This is the second amendment to the original contract, which continues ongoing software support and license renewal of the division Crisis Information Management Software. This program is web-based and allows emergency management agencies throughout the state to share information in real time. This amendment extends the termination date from August 31, 2015 to June 30, 2017 and increases the maximum amount from \$54,736.00 to \$133,288.70 due to a continued need for these services.				
		<b>Term of Contract:</b>	07/01/2013 - 06/30/2017	<b>Contract # 14383</b>		
19.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP-Non-Exec	MORRIS AG AIR & SONS, INC.	BONDS	\$500,000	
	<b>Contract Description:</b>	This is a new contract to provide statewide aerial seeding, herbicide and pesticide application services on an as needed basis to maintain Nevada wildlife foraging.				
		<b>Term of Contract:</b>	08/11/2015 - 07/31/2019	<b>Contract # 16898</b>		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	SYSTEMS CONSULTANTS	FEE: SPORTSMAN	\$1,115,087	
	<b>Contract Description:</b>	This is the second 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, law enforcement citations and revocations, and boating and hunter education management. This amendment increases the maximum amount from \$1,115,087.48 to \$2,219,694.36 due to an increase in costs as a result of an increase in transaction volume and the cost to do business, and extends the termination date from December 31, 2015 to December 31, 2017 due to the continued need for these services.				
	<b>Term of Contract:</b>	12/03/2013 - 12/31/2017	<b>Contract # 15115</b>			
21.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	SYSTEMS CONSULTANTS	FEE: APPLICATION FEES	\$2,714,030	
	<b>Contract Description:</b>	This is the third amendment to the original contract, which provides for administration, maintenance and enhancement of the existing Application Hunt System for receiving and processing game tag applications and their associated fees as well as administering and conducting the game tag drawing. This amendment increases the maximum amount from \$2,714,030 to \$5,457,921.78, due to an increase in costs as a result of an increase in transaction volume and the cost to do business, and extends the termination date from September 30, 2015 to November 30, 2017 due to the continued need for these services.				
	<b>Term of Contract:</b>	10/01/2013 - 11/30/2017	<b>Contract # 14682</b>			
22.	702	DEPARTMENT OF WILDLIFE - GAME MANAGEMENT	OWYHEE AIR RESEARCH, INC.	FEDERAL	\$750,000	
	<b>Contract Description:</b>	This is a new contract to provide fixed wing aircraft services for monitoring wildlife movements through radio telemetry, conducting fixed wing wildlife surveys, and transporting agency personnel in the course of project work.				
	<b>Term of Contract:</b>	08/11/2015 - 08/31/2019	<b>Contract # 16913</b>			
23.	702	DEPARTMENT OF WILDLIFE - FISHERIES MANAGEMENT	BOARD OF REGENTS - UNLV	OTHER: STATE MATCHING FUNDS (CLARK COUNTY) 69% FEDERAL 31%	\$72,450	
	<b>Contract Description:</b>	This is the third amendment to the original contract, which provides implementation of intensive conservation actions including monitoring, rearing animals for translocation, and habitat restoration, to help prevent the extinction of the relict leopard frog - a candidate species for listing as endangered. This amendment increases the maximum amount from \$109,996 to \$182,446 due to an extension of the federal funding for this project.				
	<b>Term of Contract:</b>	06/14/2011 - 06/30/2016	<b>Contract # 12080</b>			
24.	702	DEPARTMENT OF WILDLIFE - FISHERIES MANAGEMENT	PRAXAIR DISTRIBUTION, INC.	FEDERAL	\$200,000	
	<b>Contract Description:</b>	This is a new contract to provide bulk liquid oxygen and tanks for use by the state's fish hatcheries to support healthy fish for the stocking program.				
	<b>Term of Contract:</b>	09/01/2015 - 08/31/2019	<b>Contract # 16909</b>			
25.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - SAFE DRINKING WATER REGULATORY PROGRAM	NEVADA RURAL WATER ASSOCIATION	FEDERAL	\$200,000	
	<b>Contract Description:</b>	This is a new contract to provide assistance in addressing a backlog of found drinking water systems, which will include documenting the infrastructure, providing technical assistance for proceeding with proper permitting, and monitoring for the protection of public health.				
	<b>Term of Contract:</b>	08/11/2015 - 08/31/2017	<b>Contract # 16912</b>			



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - SAFE DRINKING WATER REGULATORY PROGRAM	SOUTHERN NEVADA HEALTH DISTRICT	FEDERAL	\$250,000	
	<b>Contract Description:</b>	This is a new interlocal agreement that continues ongoing assistance in applying Nevada laws governing public water systems. The contractor will conduct and document sanitary surveys within Clark County; review and update the Safe Drinking Water Information System (SDWIS) with the data collected and analyzed; participate in the training programs for the SDWIS; assist the state in preparing relevant reports; assist the state in implementing the new US Environmental Protection Agency rules that have not yet been adopted at the state level; and maintain forms and applications for the drinking Water State Revolving Fund Grant Program.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16740		
27.	800	DEPARTMENT OF TRANSPORTATION	DEPARTMENT OF PUBLIC SAFETY	HIGHWAY 5% FEDERAL 95%	\$3,050,000	EXEMPT
	<b>Contract Description:</b>	This is a new interlocal agreement to provide support data and other information which will continue the statewide road users' behavioral campaign that promotes the awareness of the public, and educates the public concerning highway safety matters consistent with the State's Strategic Highway Safety Plan.				
		Term of Contract:	Upon Approval - 09/30/2023	Contract # 16916		
28.	800	DEPARTMENT OF TRANSPORTATION	REGIONAL TRANSPORTATION COMMISSION	OTHER: LOCAL MATCH 5% FEDERAL 95%	\$700,000	EXEMPT
	<b>Contract Description:</b>	This is a new cooperative agreement for the ongoing implementation of a comprehensive trip reduction/regional rideshare program to reduce the number of single occupant trips in an effort to improve air quality and mobility in Washoe County.				
		Term of Contract:	10/01/2015 - 09/30/2016	Contract # 16810		
29.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	MONUMENT CONSTRUCTION	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$54,932	
	<b>Contract Description:</b>	This is the first amendment to the original contract which continues ongoing as-needed handyman services for Business Enterprises of Nevada locations in Southern Nevada. Work includes, but is not limited to, carpentry, interior and drywall repair, painting, carpet and tile repair/removal, etc. This amendment extends the termination date from June 30, 2016 to June 30, 2018 and increases the maximum amount from \$40,000 to \$94,932 due to the continued need for these services.				
		Term of Contract:	08/01/2014 - 06/30/2018	Contract # 15910		
30.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - DISABILITY ADJUDICATION	IRON DATA SOLUTIONS, INC.	FEDERAL	\$149,698	EXEMPT
	<b>Contract Description:</b>	This is the first amendment to the original contract which continues ongoing software support services and maintenance for the Social Security Administration Disability Determination System. This amendment increases the maximum amount from \$261,000 to \$410,698 due to the need for support modifications in the existing VERSA system.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16669		



BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
31.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION-ADMINISTRATIVE SERVICES - SW LONGITUDINAL DATA SYSTEM	CENTER FOR INNOVATIVE	GENERAL	\$1,414,736	EXEMPT
		<b>Contract Description:</b> This is a new contract to provide ongoing operations and maintenance support of the Statewide Longitudinal Data System known as Nevada P20 to Reporting (NPWR). The NPWR provides information to Nevada educators and policymakers while enabling the State of Nevada to meet federal and state reporting requirements.				
		<b>Term of Contract:</b> Upon Approval - 06/30/2017 <b>Contract #</b> 16801				
32.	B003	BOARD OF AUDIOLOGY & SPEECH PATHOLOGY	LORYLYNN, LTD.	FEE: LICENSING FEES	\$288,000	
		<b>Contract Description:</b> This is a new contract to provide executive director services and board administration for the Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board.				
		<b>Term of Contract:</b> 01/01/2016 - 12/31/2019 <b>Contract #</b> 16907				

# MASTER SERVICE AGREEMENTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	COMMSITE CORP.	OTHER: VARIOUS	\$1,000,000	
	<b>Contract Description:</b>	This is a new contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance, and repairs of state owned communication equipment, infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems, and microwave systems.				
	Term of Contract:	08/11/2015 - 06/30/2019		Contract # 16764		
MSA 2.	MSA	VARIOUS STATE AGENCIES	EDGE COMMUNICATIONS, INC.	OTHER: VARIOUS	\$300,000	
	<b>Contract Description:</b>	This is a new contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance, and repairs of state owned communication equipment, infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems, and microwave systems.				
	Term of Contract:	08/11/2015 - 06/30/2019		Contract # 16840		
MSA 3.	MSA	VARIOUS STATE AGENCIES	TRANSCORE ITS, LLC DBA TRANSCORE	OTHER: VARIOUS	\$300,000	
	<b>Contract Description:</b>	This is a new contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance, and repairs of state owned communication equipment, infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems, and microwave systems.				
	Term of Contract:	08/11/2015 - 06/30/2019		Contract # 16839		

# INFORMATION CONTRACTS

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	030	ATTORNEY GENERAL'S OFFICE	FARRIS, VAUGHAN, WILLS & MURPHY, LLP	OTHER: NDEP REIMBURSEMENT	\$14,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract to retain counsel in British Columbia in connection with the bankruptcy proceedings related to Veris Gold Corporation and related entities, namely in the matter of the company's Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended. This amendment increases the maximum amount from \$20,000 to \$34,000 to adequately fund the contract for the remainder of the contract period.				
		<b>Term of Contract:</b>	12/10/2014 – 12/10/2015	<b>Contract # 16249</b>		
2.	030	ATTORNEY GENERAL'S OFFICE	GORDON & SILVER LTD., DBA GORDON SILVER	OTHER: STATUTORY CONTINGENCY FUND	\$25,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing legal representation including: (1) conducting informal investigations and witness interviews with current and former employees and consultants; (2) preparation of all pleadings in the lawsuit on behalf of the defendants; (3) perform all discovery; (4) perform all pre-trial work, including appearing at the pre-trial and trial of any issues which remain after dispositive motions. Legal representation is required due to lawsuits filed against the College Savings Plans.				
		<b>Term of Contract:</b>	01/01/2015 – 06/30/2015	<b>Contract # 16861</b>		
3.	040	SECRETARY OF STATE'S OFFICE	ADVANCED DATA SYSTEMS, INC., DBA ADS	FEDERAL	\$24,999	
	<b>Contract Description:</b>	This is a new contract to provide ongoing maintenance and support of the web service program as needed by the 13 counties of the State of Nevada and the Secretary of State's office in order to comply with the requirements of Statewide Voter Registration List and applicable maintenance procedures.				
		<b>Term of Contract:</b>	03/02/2015 – 06/30/2019	<b>Contract # 16819</b>		
4.	040	SECRETARY OF STATE'S OFFICE	NATIONAL NOTARY ASSOCIATION	FEES: NOTARY TRAINING REVENUE	\$21,000	
	<b>Contract Description:</b>	This is a new contract to develop a Nevada Statute specific Notary Public Examination to be administered upon completion of notary training which is required for certification as a Notary Public.				
		<b>Term of Contract:</b>	06/16/2015 – 08/30/2015	<b>Contract # 16854</b>		
5.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS	STONE SERVICES, INC., DBA ALPEN GLOW	FEES: BUILDINGS & GROUNDS RENT INCOME FEES	\$16,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides ongoing stone floor care services including cleaning, honing, grinding, polishing and sealing in various state buildings in Northern Nevada on an as needed basis at the request and approval of a Public Works Division, Buildings and Grounds Section representative. This amendment increases the contract maximum amount from \$20,000 to \$36,000 due to repairs needed in various state buildings brick areas.				
		<b>Term of Contract:</b>	07/12/2012 – 07/01/2016	<b>Contract # 13464</b>		
6.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS	CHEM-AQUA, INC., DBA NCH CORPORATION	FEES: BUILDINGS & GROUNDS RENT INCOME FEES	\$49,750	
	<b>Contract Description:</b>	This is a new contract that continues ongoing chemical water treatment for HVAC equipment to protect hot water loops, chilled water loops and condenser water loops from corrosion, contamination and scale; and all equipment associated with the water loops. This treatment also prevents biological growth (algae, fungi and viruses) in all water systems, especially the cooling towers. This treatment will be provided on an as needed basis for various state facilities in Southern Nevada.				
		<b>Term of Contract:</b>	07/01/2015 – 06/30/2019	<b>Contract # 16899</b>		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
7.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS	ROSEVILLE TERMITE & PEST CONTROL, DBA ADVANCED INTEGRATED PEST MANAGEMENT	FEES: BUILDINGS & GROUNDS RENT INCOME FEES	\$20,000	
	<b>Contract Description:</b>	This is the second amendment to the original contract, which continues ongoing weed control services on an as needed basis for the grounds of various state buildings in the Carson City and Reno area, upon the request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$17,000 to \$37,000 due to ongoing need for service through the term of the contract.				
		Term of Contract:	09/10/2013 – 08/31/2017	Contract # 14863		
8.	089	DEPARTMENT OF ADMINISTRATION – HEARINGS AND APPEALS	JORGE RODRIGUEZ	OTHER: ASSESSMENTS TO INSURERS	\$24,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing Spanish interpretation services during administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings.				
		Term of Contract:	07/06/2015 – 06/30/2017	Contract # 16851		
9.	089	DEPARTMENT OF ADMINISTRATION – HEARINGS AND APPEALS	FRANCISCO J. MADRIGAL	OTHER: ASSESSMENTS TO INSURERS	\$24,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing Spanish interpretation services during administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings.				
		Term of Contract:	07/06/2015 – 06/30/2017	Contract # 16852		
10.	089	DEPARTMENT OF ADMINISTRATION – HEARINGS AND APPEALS	OLIVIA REINSHAGEN HERNANDEZ	OTHER: ASSESSMENTS TO INSURERS	\$24,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing Spanish interpretation services during administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings.				
		Term of Contract:	07/06/2015 – 06/30/2017	Contract # 16857		
11.	089	DEPARTMENT OF ADMINISTRATION – HEARINGS AND APPEALS	GUSTAVO HERNANDEZ	OTHER: ASSESSMENTS TO INSURERS	\$24,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing Spanish interpretation services during administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings.				
		Term of Contract:	07/06/2015 – 06/30/2017	Contract # 16858		
12.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE	KOHN & COMPANY, LLP	GENERAL 20% FEDERAL 60% OTHER: TOBACCO SETTLEMENT 20%	\$40,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing fiscal reviews of the Grants Management unit grantees. These outside fiscal reviews will provide assistance with the requirement that all grantees are reviewed once every two years.				
		Term of Contract:	06/23/2015 – 06/30/2017	Contract # 16604		
13.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES – DIRECTOR'S OFFICE	BRADSHAW, SMITH & COMPANY SERVICES, LLC	GENERAL 20% FEDERAL 60% OTHER: TOBACCO SETTLEMENT 20%	\$40,000	
	<b>Contract Description:</b>	This is a new contract that continues ongoing fiscal reviews of the Grants Management Unit grantees. These outside fiscal reviews provide assistance to the agency with the requirement that all grantees are reviewed once every two years.				
		Term of Contract:	07/13/2015 – 06/30/2017	Contract # 16605		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	CASAS CONSTRUCTION-ELECTRIC, INC.	GENERAL	\$20,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which continues ongoing electrical system maintenance services to the various buildings on the campus of Southern Nevada Adult Mental Health Services. This amendment extends the termination date from June 30, 2015 to June 30, 2017 and increases the maximum amount from \$29,950 to \$49,950 due to the continued need for these services.				
		Term of Contract:	07/09/2013 – 06/30/2017	Contract # 14527		
15.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – PUBLIC AND BEHAVIORAL HEALTH	SCK PAINTING AND DRYWALL, INC.	GENERAL	\$12,950	
	<b>Contract Description:</b>	This is a new contract to provide power washing, brick sealing and painting on the exterior of Northern Nevada Adult Mental Health campus buildings 2A, 5, 8, 8A, 8B, and 8C.				
		Term of Contract:	06/17/2015 – 06/30/2016	Contract # 16799		
16.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES	INTEGRATED MECHANICAL SERVICES, LLC, DBA EVOLUTION AIR CONDITIONING CO.	GENERAL 43.5% FEDERAL 54.1% OTHER: RENTAL, CLIENT CHARGES 2.4%	\$40,656	
	<b>Contract Description:</b>	This is a new contract to provide routine preventative maintenance and inspection service on two chillers in building 7 and 17 and one cooling tower in building 17 and HVAC repairs on eleven state owned buildings located at 6171 West Charleston Boulevard in Las Vegas.				
		Term of Contract:	07/01/2015 – 06/30/2019	Contract # 16658		
17.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES	BOARD OF REGENTS - UNR	OTHER: FUND FOR A HEALTHY NEVADA	\$17,820	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide facilitation and consultation services in order to develop community and statewide approaches to enhance the structure, delivery and strategies employed to improve behavior health outcomes for children and young adults, while utilizing Nevada's adopted federal approach to developing a statewide system of care.				
		Term of Contract:	01/01/2015 – 12/31/2016	Contract # 16778		
18.	431	ADJUTANT GENERAL & NATIONAL GUARD	LEGACY TEAM ENVIRONMENTAL CONSULTANTS	FEDERAL	\$23,350	
	<b>Contract Description:</b>	This is a new contract to conduct a review and update of existing Spill Prevention Control and Countermeasures (SPCC) Plans for three Nevada Army National Guard facilities and prepare a new SPCC Plan for a fourth Nevada National Guard facility.				
		Term of Contract:	06/24/2015 – 12/31/2016	Contract # 16795		
19.	440	DEPARTMENT OF CORRECTIONS	ASSOCIATION OF STATE CORRECTIONAL ADMINISTRATORS, INC.	GENERAL	\$20,000	
	<b>Contract Description:</b>	This is a new contract to provide a formal review and evaluation of the department's current Administrative Regulation entitled "Use of Force Standards".				
		Term of Contract:	06/30/2015 – 12/31/2015	Contract # 16758		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	440	DEPARTMENT OF CORRECTIONS	MULTIPLAN, INC.	GENERAL	\$35,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which continues ongoing access to discounted health care services through a Preferred Provider Organization network, and provides the department with attendant pricing benefits and customer service. These health care services will be for inmates located in Southern Nevada correctional facilities. This amendment increases the maximum amount from \$710,000 to \$745,000 due to additional funds needed to true-up final medical claims for services rendered through June 30, 2015.				
		Term of Contract:	10/01/2011 – 06/30/2015	Contract # 12520		
21.	550	DEPARTMENT OF AGRICULTURE	EWELL EDUCATIONAL SERVICES, INC.	FEES: BRAND RE-RECORDING FEES	\$22,014	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which automates the Brand Inspection Program. This amendment adds automation to the brand re-recording process, increases the maximum amount from \$80,000 to \$102,013.38, and extends the termination date from June 30, 2018 to June 30, 2019.				
		Term of Contract:	08/12/2014 – 06/30/2019	Contract # 15360		
22.	650	DEPARTMENT OF PUBLIC SAFETY – DIRECTOR'S OFFICE	GAMBIT POLYGRAPH SERVICES, LLC	GENERAL 2% OTHER: COST ALLOCATION 98%	\$30,000	
	<b>Contract Description:</b>	This is a new contract to provide pre-employment and post-conviction sex offender polygraph examination services for the department. [Approved subsequent to BOE approval of the Authorization to Contract with Former Employee.]				
		Term of Contract:	07/08/2015 – 05/31/2016	Contract # 16506		
23.	651	DEPARTMENT OF PUBLIC SAFETY – HIGHWAY PATROL	RSVP TRANSPORT, INC.	HIGHWAY	\$27,200	
	<b>Contract Description:</b>	This is a new contract that continues ongoing transport services for Nevada Highway Patrol vehicles to and from regional commands.				
		Term of Contract:	06/18/2015 – 06/30/2017	Contract # 16711		
24.	702	DEPARTMENT OF WILDLIFE	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	FEDERAL	\$19,500	
	<b>Contract Description:</b>	This is the first amendment to the original contract to provide DNA analysis for Red Fox populations to determine genetic origins. The determinations of native and descendent Red Fox will help effectively manage Red Fox populations in the future. This amendment extends the termination date from 6/30/2015 to 6/30/2017 and increases the maximum amount from \$9,750 to \$29,250, due to an extension in the project needs and funding.				
		Term of Contract:	12/24/2014 – 06/30/2017	Contract # 16282		
25.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – STATE PARKS	BULLHEAD CITY	OTHER: REVENUE	\$15,750	
	<b>Contract Description:</b>	This is a new revenue contract with Bullhead City, AZ Parks and Recreation Department to provide reimbursement to Big Bend of the Colorado State Recreational Area for event overtime.				
		Term of Contract:	06/24/2015 – 08/08/2015	Contract # 16882		
26.	707	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES – STATE LANDS	WEBSOFT DEVELOPERS, INC.	GENERAL	\$39,600	
	<b>Contract Description:</b>	This is a new contract to provide ongoing system maintenance and support for the division's custom Land Management System application and provide technical support, up to the limit of the support hours, in response to specific inquiries as well as software maintenance by way of patches, updates and upgrades as applicable. This contract also allows for changes and improvements to the original system up to the limit of the support hours.				
		Term of Contract:	07/01/2015 – 06/30/2017	Contract # 16889		

#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
27.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	FRANCISCO J. SOTO	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events. Term of Contract: 07/01/2015 – 06/30/2019      Contract # 16870				
28.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	CHRISTOPHER BASURTO	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events. Term of Contract: 07/01/2015 – 06/30/2019      Contract # 16872				
29.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	ANDRES MONTOYA	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events. Term of Contract: 07/01/2015 – 06/30/2019      Contract # 16874				
30.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	STEVEN M. DEANGELIS	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events. Term of Contract: 07/01/2015 – 06/30/2019      Contract # 16875				
31.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	GILBERT J. MONTOYA	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events. Term of Contract: 07/01/2015 – 06/30/2019      Contract # 16876				
32.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	MARCELA BARRON	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events. Term of Contract: 07/01/2015 – 06/30/2019      Contract # 16878				



#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
33.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	MALLORY F. TRIPLETT	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.	<b>Term of Contract:</b>	07/01/2015 – 06/30/2019	Contract # 16879	
34.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	JOSEPH W. NADY	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.	<b>Term of Contract:</b>	07/01/2015 – 06/30/2019	Contract # 16880	
35.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	RENEE LIGHTFORD	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.	<b>Term of Contract:</b>	07/01/2015 – 06/30/2019	Contract # 16883	
36.	749	DEPARTMENT OF BUSINESS AND INDUSTRY – ATHLETIC COMMISSION	STEPHEN J. ESPOSITO	FEES: ATHLETIC COMMISSION GATE FEES 90% OTHER: TICKET SURCHARGE 10%	\$20,000	
		<b>Contract Description:</b> This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.	<b>Term of Contract:</b>	07/01/2015 – 06/30/2019	Contract # 16915	
37.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - REHABILITATION	INTIAM, INC., DBA HI TECH COMMERCIAL SERVICE	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$15,000	
		<b>Contract Description:</b> This is the first amendment to the original contract, which provides repair and maintenance of commercial kitchen appliances such as hot dog rollers, deep fryers, blenders, coffee makers, dishwashers, commercial toasters, can openers, ovens, fryers, steam wells, espresso machines and convection ovens at any Business Enterprises of Nevada location. This amendment extends the termination date from June 30, 2015 to June 30, 2017 and increases the maximum amount from \$9,500 to \$24,500 due to the continued need for these services.	<b>Term of Contract:</b>	07/01/2013 – 06/30/2017	Contract # 14202	
38.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION - REHABILITATION	DP VIDEO PRODUCTIONS, LLC	GENERAL 21.3% FEDERAL 78.7%	\$46,000	
		<b>Contract Description:</b> This is the first amendment to the original contract, which provides a public relations campaign that promotes the workforce resources available to existing, new and potential businesses and to educate businesses of all sizes, about the benefits of hiring individuals with disabilities. This amendment extends the termination date from June 30, 2015 to June 30, 2016 and increases the maximum amounts from \$289,936 to \$335,936 due to a continued need for this service.	<b>Term of Contract:</b>	07/09/2014 – 06/30/2016	Contract # 15702	



#	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
39.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION	BOURQUE ENTERPRISES, INC., DBA SERVICE ASSOCIATES	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$10,000	
	<b>Contract Description:</b>	This is a new contract to provide maintenance service for the espresso machines, grinders and Granita (Juice) machines at Business Enterprise of Nevada locations in Northern & Southern Nevada.				
		Term of Contract:	06/30/2015 – 12/31/2018	Contract # 16732		
40.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION	BULLS EYE TECHNICAL SERVICE	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$24,500	
	<b>Contract Description:</b>	This is a new contract that continues ongoing repair and maintenance of commercial kitchen appliances at any Southern Nevada Business Enterprise of Nevada location.				
		Term of Contract:	06/23/2015 – 12/31/2018	Contract # 16784		
41.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – REHABILITATION	AGING & DISABILITY SERVICES DIVISION	GENERAL	\$10,000	
	<b>Contract Description:</b>	This is a new intrastate revenue agreement that continues an ongoing service arrangement between the two agencies for the administration of the federal Independent Living Grant. Aging and Disability Services Division oversees the actual delivery of Part B funded Independent Living services, while the Bureau of Vocational Rehabilitation serves as the designated state entity for the Part B funded Independent Living program.				
		Term of Contract:	07/01/2015 – 06/30/2019	Contract # 16827		
42.	901	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION – EMPLOYMENT SECURITY	OTIS ELEVATOR COMPANY DBA NEVADA ELEVATOR CO.	OTHER: ESD SPECIAL FUND	\$6,000	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which provides ongoing elevator maintenance, repair and monitoring for the facility located at 500 E. Third Street, Carson City, Nevada. This amendment extends the termination date from July 31, 2015 to July 31, 2017 and increases the maximum amount from \$6,000 to \$12,000 due to the continued need for this service.				
		Term of Contract:	08/01/2013 – 07/31/2017	Contract # 14368		
43.	B009	BOARD OF FUNERAL DIRECTORS, EMBALMERS & OPS OF CEMETERIES	KOHN & COMPANY, LLP	FEES	\$7,500	
	<b>Contract Description:</b>	This is the first amendment to the original contract, which continues financial statement audit services. This amendment extends the termination date from June 30, 2015 to June 30, 2016 and increases the maximum amount from \$7,500 to \$15,000 to include audit services for fiscal year 2015 ending June 30, 2015.				
		Term of Contract:	10/24/2014 – 06/30/2016	Contract # 16088		

# DETAILED AGENDA

August 11, 2015

## 1. PUBLIC COMMENTS

Comments:

## \*2. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 7, 2015 BOARD OF EXAMINERS’ MEETING MINUTES

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

**Motion By:**

**Seconded By:**

**Vote:**

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Comments:

## \*3. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE

### A. Department of Health and Human Services, Division of Public and Behavioral Health, Southern Nevada Adult Mental Health Services

Pursuant to NRS 333.705, the division requests authority to contract with a former Lake’s Crossing Center, Correctional Lieutenant, to provide training for key forensic positions at the Rawson-Neal Hospital Rapid Stabilization Unit and the new Stein Hospital.

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

**Motion By:**

**Seconded By:**

**Vote:**

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Comments:

## \*4. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT

### A. Department of Health and Human Services – Child and Family Services

The division is requesting Board of Examiners’ approval of the following provider agreement forms to enable them to enter into an agreement with providers of:

- Observed Drug Testing Services
- CARES/SART Examination: Child and Adolescent Abuse Exam

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

**Motion By:**

**Seconded By:**

**Vote:**

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Comments:

**\*5. FOR POSSIBLE ACTION – TRAVEL POLICY CHANGES**

**A. Office of the State Controller**

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

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

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

**Comments:**

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

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

<b>AGENCY NAME</b>	<b># OF VEHICLES</b>	<b>NOT TO EXCEED:</b>
Department of Administration – Fleet Services	1	\$18,640
Department of Administration – Fleet Services	83	\$2,039,507
Department of Agriculture – Pest, Plant Disease, Noxious Weed	1	\$24,321
Department of Agriculture – Consumer Equitability	1	\$22,243
Department of Agriculture – Livestock Inspection	4	\$14,000
Department of Agriculture – Registration/Enforcement	1	\$24,572
Department of Veterans Services	3	\$134,882
Department of Corrections	16	\$576,149
<b>Total</b>	<b>110</b>	<b>\$2,854,314</b>

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

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

**Comments:**

**\*7. FOR POSSIBLE ACTION – REQUEST FOR ALLOCATION FROM THE INTERIM FINANCE COMMITTEE CONTINGENCY ACCOUNT**

**A. Office of the Treasurer - \$247,500**

Pursuant to NRS 353.268, the Treasurer’s Office requests an allocation of \$247,500 from the Interim Finance Committee Contingency Account to fund Phase 1 of the startup costs for the Education Savings Account Program created in SB302 during the 2015 Legislative Session.

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

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

**Comments:**

**\*8. FOR POSSIBLE ACTION – APPROVAL OF AN AMENDMENT TO A DEVELOPMENT AND FINANCING AGREEMENT**

**A. Department of Administration – Public Works Division**

Pursuant to Assembly Bill 299, of the 2005 legislative session, the State Public Work Division, on behalf of the Department of Conservation and Natural Resources Division of State Lands; the Department of Corrections; and the Reno Sparks Indian Colony (RSIC), is requesting approval of an amendment to the original Development and Financing Agreement (approved at the December 2012 BOE meeting), between the RSIC and the State of Nevada, through the above referenced state agencies. The agreement will result in the design and construction of a Department of Corrections Restitution Center. The amendment adds 11.02 acre feet of water rights to the agreement, for a total of 15.33 acre feet of water, to ensure sufficient water is available to support the Restitution Center once it is complete and operational.

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

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

**Comments:**

**\*9. FOR POSSIBLE ACTION – LEASES**

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

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

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

**Comments:**

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

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

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

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

**Comments:**

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

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

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

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

**Comments:**

**12. CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 4](#)) – INFORMATION ITEM**

Pursuant to NRS 333.700 subsection 7 (a), 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). Attached is a list of all applicable approvals for contracts and amendments approved from June 17, 2015 through July 13, 2015.

Forty-three independent contracts were submitted to the Board for review.

**Comments:**

**13. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS**

**Comments:**

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

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

**Motion By:**

**Seconded By:**

**Vote:**

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**Comments:**

**MINUTES**  
**MEETING OF THE BOARD OF EXAMINERS**

July 7, 2015

The Board of Examiners met on July 7, 2015, 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 Adam Paul Laxalt  
James R. Wells, Clerk

**Others Present:**

# 1. PUBLIC COMMENTS

**Comments:**

**Governor:** Good morning, everybody. I will call this Board of Examiners Meeting to order. First item on the Agenda is, Public Comment. Is there any member of the public present in Carson City that would like to provide public comment to the Board? Hearing none, I'll move to Las Vegas. Can you hear us loud and clear there? Any public comment?

**Las Vegas:** None in Las Vegas.

**Governor:** Okay, thank you Rudy.

# \*2. FOR POSSIBLE ACTION – APPROVAL OF THE JUNE 9, 2015 BOARD OF EXAMINERS’ MEETING MINUTES

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

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

**Comments:**

**Governor:** We'll move to Agenda Item No. 2, which is the approval of the June 9, 2015 Board of Examiner Meeting Minutes. Mr. Attorney General, have you had an opportunity to read the minutes and do you have any changes?

**Attorney General:** I have Governor, no changes, and I move to approve.

**Governor:** Okay. The Attorney General has moved for approval of the June 9, 2015 minutes. I will second the motion. All in favor say, aye. [Ayes around] Motion passes 2-0.

# \*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 – Fleet Services	127	\$3,261,646
Department of Public Safety – Investigation	3	\$85,194
<b>Total</b>	<b>130</b>	<b>\$3,346,840</b>

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

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

**Comments:**

**Governor:** We'll move to Agenda Item No. 3, State Vehicle Purchase. Mr. Wallace, good morning.

**Wallace:** Thank you Governor. Item No. 3 is a request for 130 vehicles that are included in the agencies budget. The first item for Fleet Services is to purchase 127 vehicles to both expand the number of existing agency leased vehicles as well as to replace individually owned—agency owned vehicles with new fleet services leased vehicles. Agencies that are replacing their own vehicles with these fleet services leased vehicles would then be taking their existing agency vehicles out of service.

The second item is for the Department of Public Safety, Investigations Division to replace three of their agency's vehicles.

**Governor:** Is Keith here?

**Wallace:** He is here.

**Governor:** You were hiding behind there. No, Keith, I really don't have any questions but I just want to get a little bit more thorough of a record as to the background on the vehicle purchase if you would?

**Wells:** Good morning Governor, Members of the Board of Directors. Keith Wells, Fleet Services Division Administrator. The 127 vehicles represented here today are vehicles where we've gone out and worked with agencies to move from them agency owned vehicles to the fleet services division. So, as their vehicles cycle out of service, they move into our operation. There's also vehicles where agencies have needed to expand their operation.

There's only 127 of them. We—we're approved for about 130 for this biennium and we try and get them all at the first year of the biennium. Out of those 127 vehicles, I've already looked at them because I was curious if you'd asked about the leasing contract.

**Governor:** That's coming, but go ahead.

**Wells:** Yeah. We've looked into that for possible leases and will continue, but what I'm trying to do today is secure the approval to purchase them if the lease won't work out. The majority of the ones that we're purchasing probably should not be leased anyways. A lion's share of them are going to Parole and Probation. They put radios, cages and all kinds of things in their vehicles. And, the leasing companies, they would charge us for that, the damage to the vehicle. But, any vehicles in here that are well suited for the lease I will use the lease instead of purchasing. And, we are pursuing other vehicles to lease as well. But again, these vehicles are just additional to our fleet, to satisfy agency requests to either move here or to—that have been requested to transfer to us.



**Governor:** Can you talk a little bit about the savings associated with moving it from agency vehicles to fleet vehicles, if any?

**Wells:** Yeah, it's hard to quantify those savings, but there is savings. What it does is it takes those assets and puts them under a centralized control. So, you have one agency overseeing acquisition, the lifecycle, the disposition, the maintenance, the records; all of the components that are required to manage a fleet, is done by one small group of people. So, you have knowledgeable, informed people making those—not that there's not in agencies, but there—there could be. There's a lot of agencies doing a great job, but the goal is to take those, all of those administration functions and place them under our control, so now you release those staff at those agencies to focus on the Division—that—the mission of that Division.

For example, Parole and Probation, they should be focusing on the mission that they're tasked with, not how to acquire a vehicle, how to dispose of it, how to handle it if it's been in an accident, things like that. So, you can really reduce the administrative workload and you also bring continuity in how the State acquires vehicles, what type are required, negotiate and pricing better, repairs, centralizing records, ensuring inspections that are required to be done are done.

**Governor:** It begs the question, why didn't we do this sooner? Because it—to me, it checks every box, based on what you just said.

**Wells:** It's a good idea. As long—if we're doing a good job, it's a good idea and we are doing a good job, because it's the centralization—and, as I said, our goal at the Fleet Services Division is to—to basically solve whatever problems you have, transportation wise. You throw your problem at us, we'll solve it. So, you can just continue down the path that you're on. And that's what we focus on.

**Governor:** Now, there was a reference—maybe it was at the Board Meeting for Department of Transportation about, why don't we use a rental car agency versus fleet services?

**Wells:** Well, we do partner—for example, our—we have two programs with inside the Fleet Services Division. You know, you have your long-term assigned vehicles, for example, Parole and Probation. Then you have all the agencies that travel through our three rental centers; Las Vegas, Reno and Carson City. Those short-term rental needs, we keep a—we keep a volume of cars in our rental center to satisfy about 80% of the rental needs. The remaining 20%, I outsource those. So, we outsource specialty needs. We outsource peak times of travel—people traveling during odd hours when we're not open. So, the success—to make that program successful, it works because we do partner with the private sector. If you were to outsource it completely, we've looked at it many times—

**Governor:** I know you have and then—

**Wells:** Honestly, I would like to do that—

**Governor:** I'm giving you a chance here to make a record.

**Wells:** That is the most frustrating component of our agency, but it's cost effective for us to continue to do it. You know, and we look at it all the time because if it ever becomes not cost effective, we will remove it. But, it hasn't reached that point. What makes it successful, as I stated, is to balance it between internally using vehicles and outsourcing with vendors. And, you know, I don't—the Department of Transportation—I don't know why they brought that—in Las Vegas, their cars are really old, they would probably like to get rid of them.

**Governor:** No. Rudy is smiling over there, but I didn't—I wasn't inferring that DOT, NDOT suggested that, somebody else did. But, I—again, was just taking the opportunity because you're up here to talk about what a great job you guys do.

**Wells:** We appreciate that.

**Governor:** Yeah. All right. Any questions, Mr. Attorney General?

**Attorney General:** No, Governor, thanks.

**Governor:** Thank you Keith. All right, if there are no further—anything else Mr. Wells? If there are no further questions on Agenda No. 3, the Chair will accept a motion for approval of the State Vehicle Purchase described therein.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved for approval. Agenda Item No. 3, I will second the motion. All in favor say aye.

**Attorney General:** Aye.

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

- \*4. 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 – \$1,700,000**

The department requests settlement approval in the amount of \$1,700,000 to resolve a claim for just compensation. In furtherance of widening I-15 and Warm Springs Road in Las Vegas, as part of the I-15 South Design-Build Project, NDOT acquired approximately 2.15 acres of a larger 66.15 acre parcel for the purposes of roadway improvement and utility relocation. The remaining 64 acres are jointly owned by Wykoff Newberg Corporation and International Smelting Company. The owners claim the remaining acres were damaged by the transmission

line relocation, giving rise to severance damages. NDOT previously deposited \$1,290,000 with the Court for a right of occupancy. NDOT now requests an additional \$1,700,000 to be paid in exchange for entry of judgment and a final order of condemnation, resolving this eminent domain action in its entirety. Approval of the additional amount of \$1,700,000 would bring the total to \$2,990,000.

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

**Motion By:**

**Seconded By:**

**Vote:**

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**Comments:**

**Governor:** We will move to Agenda Item No. 4, which is an approval to pay a cash settlement. Both of these are associated with the Department of Transportation, Mr. Wells, any comments, or should we just go with—

**Wells:** We could go with Rudy, yeah.

**Governor:** Go with Rudy, yeah.

**Malfabon:** Thank you Governor. This first settlement we're requesting is associated with the project for widening of I-15. We built a new bridge replacing the old bridge over at Warm Springs Road, over I-15. It required us to obtain a permit easement for—for NV Energy, to relocate the power line that was existing there before. And, as you saw in the materials provided there was quite a range in opinions of—of the appraisals and the damages associated with the acquisition of real property for the Department's needs and also for the permit easement for NV Energy.

We felt that a settlement was in the best interest of the State. The exposure was around \$6.1M on this issue. And, the—we had been negotiating—we deposited what we felt was fair for the value of the permit easement and the real property that we acquired at \$1.7M, though of new money is required for this settlement which is all in, \$2.99M.

I have Dennis Gallagher, our Chief Deputy Attorney General also available to respond to some questions, but we felt that this was in the best interest of the State and eliminates that exposure and that risk of going to trial and getting an adverse decision from the court.

**Governor:** Thank you Director Malfabon. Good morning Mr. Gallagher, anything you would like to add?

**Gallagher:** I would like to add that I believe that this proposed settlement, by NDOT, is fair, just and equitable, both to the property and to the tax payers of the State of Nevada. As you know, these cases—the State is obligated to pay just compensation. And, as you can see from the materials, the difference that the different appraisers had on the value of this property and I think that this takes the risk away for the State and again, that it's fair to all parties involved.

**Governor:** And, you do believe—and you do believe that this settlement is in the best interest of the State of Nevada?

**Gallagher:** Yes.

**Governor:** I have no further questions. I think it's a good result, so congratulations on being able to negotiate that. Mr. Attorney General, any questions?

**Attorney General:** No, Governor, thanks.

**B. Department of Transportation (NDOT) – Administration – \$1,100**

The department requests settlement approval in the amount of \$1,100 to resolve an eminent domain action to acquire a portion of real property and improvements owned by Allan and C. Bridget Jensen and located at 4340 Spring Drive, Reno, Nevada 89502. The Subject Property is a single family home on an improved approximately 7,500 square foot lot. The acquisition is approximately 315 square feet over a portion of the backyard for a duration of two years, with a third year option to provide for a temporary construction easement for purposes of widening South McCarran. NDOT previously deposited \$6,900 with the Court for a right of occupancy. NDOT now requests an additional \$1,100 to resolve the action. Approval of the additional amount of \$1,100 would bring the total to \$8,000.

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

**Motion By:**

**Seconded By:**

**Vote:**

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**Comments:**

**Governor:** Why don't we move to the next Item, #B. Or, not #B, letter B.

**Malfabon:** Yes Governor, this is Rudy Malfabon for the record. This was associated with acquiring some easements for the construction of the widening at Pyramid and McCarren. It's a joint project that we're doing collaboratively with the RTC of Washoe County—I'm sorry, the South McCarren Project, we're doing it with the RTC of Washoe County and it was a minor amount to bring forward, but we felt that it was in the best interest of the State to settle for this additional amount of \$1,100 associated with this easement that we had to acquire. Dennis Gallagher is available to add any other information.

**Governor:** This is pretty straight forward.

**Malfabon:** It shows also the extremes between the prior settlement proposal and this one, at least as far as dollar amounts go.

**Governor:** Why can't we get more of these \$1,100 ones, you know? All right. I have no questions, Mr. Attorney General?

**Attorney General:** No, questions, thank you.

**Governor:** All right, thank you very much Mr. Gallagher, thank you Director.

**Malfabon:** Thank you.

**Governor:** If there are no further questions, the Chair will accept a motion to approve the cash settlements of \$1,700,000 in Agenda Item No. 4A, and \$1,100 in Agenda Item No. 4B.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved for approval. I will second the motion. All in favor say aye.

**Attorney General:** Aye.

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

**\*5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

**A. Department of Public Safety – Director’s Office**

Pursuant to NRS 333.705, the Department of Public Safety - Director’s Office requests authority to contract with a former Division of Investigations Polygraph Examiner to conduct pre-employment polygraph examinations and post-conviction sex offender polygraph examinations as required by NRS for the Parole and Probation Division upon request.

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

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

**Comments:**

**Governor:** We’ll move on to Agenda Item No. 5, which is the Department of Public Safety Authorization to Contract with a Current and/or Former Employee. Mr. Wells.

**Wells:** Thank you Governor. Agenda Item No. 5 is a request from the Department of Public Safety to contract with a former Division of Investigations Polygraph Examiner to conduct pre-employment and post-conviction polygraph examinations for Parole and Probation. The Department only has two positions which are dedicated to this—to this service—function. And, have had difficulty in filling it since this person retired in December. The Department has—already has a contract polygraph examiner in addition to the remaining employee and they

are having difficulty keeping up with the workload. So, my understanding is someone from the Department is here if you have any additional questions.

**Governor:** Is there somebody here? Good morning.

**Mewth:** Good morning Governor, good morning Attorney General.

**Attorney General:** Good morning.

**Governor:** And, how many polygraph examiners are even in the State of Nevada?

**Mewth:** That's a good question Governor and for the record, this is Jackie Mewth. This is a very difficult position to fill and we have had to look nationally to try to fill these positions with zero success. So, that's why we have had to go to these contract positions at this short-term—the exact numbers on how many are in Nevada at this time, I don't know, specifically, but it is a limited number of ones that are licensed to do it outside of being a State employee. So, that's why we seek the approval to do this at this time.

**Governor:** What's the consequence if you're not able to do this?

**Mewth:** Well, we, as you probably know, we are mandated statutorily both to do pre-employment examinations on our sworn officers, as well as, maintenance polygraph examinations on our sex offenders. Based on our employment filling capacity, as we have talked many times during session and other arenas, that it takes approximately 1,000 applicants to fill a 50 person academy.

**Governor:** A 1,000 applicants to fill a 50 person academy?

**Mewth:** That's correct.

**Governor:** Wow.

**Mewth:** Now, having said that, not all 1,000 applicants reach the polygraph stage but there's a large amount of those that actually do. Our failure rate is probably 30%-ish, on those polygraphs, again to that point. But, as you can see, it's an extraordinary workload to be able to fill our vacancies. Our vacancy rate is high at this time. We currently have a 44% academy going right now. We're trying to get another 50 person academy by October, initiated. As you know, we've received additional positions this last session for Parole and Probation. Without these positions, we will have no ability to enter into any kind of employment contract or offer employment to any of these positions that we're currently have vacant and the positions that we were afforded this last session.

Just for your knowledge as well, we are hosting a polygraph school starting in September where we are going to train our people internally so that it will lessen the need for outside contract

polygraph examiners. So, this is a—hopefully not a permanent fix, but it’s certainly an immediate fix at this time.

We also just learned that our second FTE polygraph examiner will be retiring at the end of this month so it will leave us with no polygraph examiners for the Department for either pre-employment, criminal polygraphs or sex offender polygraph maintenance, so even furthering the need for this contract at this time.

**Governor:** So, you consider this an emergency?

**Mewth:** I would, yes. Absolutely.

**Governor:** I’m not going to put you on the polygraph.

**Mewth:** I’ll pass, but thank you.

**Governor:** Sorry, I’m in a mood today. In any event, I have no further questions. Mr. Attorney General?

**Attorney General:** No further questions, thank you.

**Governor:** Thank you very much, that was very informative.

**Mewth:** I appreciate it.

**Governor:** If there are no further questions, the Chair will accept a motion to approve the authorization to contract with current and/or former employees described in Agenda Item No. 5.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved for approval. I will second the motion. All in favor say aye.

**Attorney General:** Aye.

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

**\*6. FOR POSSIBLE ACTION – AUTHORIZATION TO APPROVE A PROVIDER AGREEMENT**

**A. Department of Health and Human Services – Public and Behavioral Health**

The Division of Public and Behavioral Health is requesting Board of Examiners’ approval for a new provider agreement template for a Qualified Mental Health Associate. This agreement will be used for procuring authorized providers throughout the state.

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

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

**Comments:**

**Governor:** We’ll move on to Agenda Item No. 6, authorization to approve a provider agreement. Mr. Wells.

**Wells:** Thank you Governor. Item No. 6 is a request from the Division of Public and Behavioral Health to approve a blanket provider agreement under which the Division can contract for qualified mental health associates who will provide professional therapeutic interventions, treatment plan development and implementation and parenting skills training within the scope of their practice and limits of their expertise. And, there are representatives from the Division available for questions.

**Governor:** This is pretty standard and perhaps you can answer this question, but the purpose for these is to expedite the Department’s ability to retain these professionals so that we can—they can provide services as soon as possible.

**Wells:** That’s correct, Governor. I believe there are about six of these provider agreements that have been approved by the Board of Examiners over the last—it’s like, just over a decade. It is intended to assist the Divisions within the Department of Health and Human Services with getting the providers on faster.

**Governor:** Because in other words, if we don’t do this, these contracts will have to come to the BOE for approval and there could be a 30 plus day delay in terms of retaining these professionals.

**Wells:** That’s correct. Each individual contract with a provider would have to come back to the Board.

**Governor:** I have no further questions, Mr. Attorney General?

**Attorney General:** No further questions. Thank you.



**Governor:** All right, if there are no other questions, the Chair will accept a motion to approve the authorization for a provider agreement as described in Agenda Item No. 6.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved for approval. I will second the motion. All in favor say aye.

**Attorney General:** Aye.

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

**\*7. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**

Ten leases were submitted to the Board for review and approval.

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

**Motion By:**

**Seconded By:**

**Vote:**

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**Comments:**

**Governor:** We will move on to Agenda Item No. 7, Leases. Mr. Wells?

**Wells:** Thank you Governor. There are 10 leases in Exhibit 1 for approval by the Board today. We have not received requests for additional questions [inaudible].

**Governor:** I do have one question, I don't know, I hope they're here. For Wildlife—is Wildlife here? And, that's my fault for not putting you on notice. I just—if you will follow-up, my only concern was that was a 10-year lease and, you know, in the event that there's some type of consolidation or such, or State buildings, yeah, I'm just curious, do we have the ability to break that lease later on, I don't know—I thought most, if not all these leases are subject to budgetary changes or—hi.

**Preston:** Hi there, for the record, Terry Preston, Leasing Services. It is a 10-year lease. It's for 25,000 square feet plus. The tenant improvements exceed probably about \$750,000, yet we were able to get the lease at market rate. Therefore, during negotiation, we did go for a 10-year lease, but it does have the consolidations. The only escape clause we have is the typical non-appropriations clause.

**Governor:** Okay. No, and I just—we have so much leased—

**Preston:** Ah, yes.

**Governor:** Agency leases out there and that's one of the things I'm considering is, consolidating and hopefully we can save some money or get some—bring the agencies together. And, it just concerns me, when we sign—usually these leases are 5-years and this is a 10-year and I get that you did it because of the TIs.

**Preston:** Well, the TIs and that we consolidated numerous wildlife agencies that were in smaller locations and some of that were actually, basically for another [inaudible] stacked like [inaudible] in some of the different areas. So, this right here actually accommodated this to go for the goal of a consolidation.

**Governor:** Okay. I have no further questions. Mr. Attorney General?

**Attorney General:** No further questions. Thank you.

**Governor:** All right, if there are no other questions, the Chair will accept a motion to approve the leases described in Agenda Item No. 7.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved for approval. I will second the motion. All in favor say aye.

**Attorney General:** Aye.

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

**\*8. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**

Forty-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:** We'll move on to Contracts. Mr. Wells.

**Wells:** Thank you Governor. There are about 42 contracts as said in Exhibit 2 for approval by the Board today. Contract #42 is between the Department of Conservation and Natural Resources, Forestry Division and Tim Tanker Air Carrier. That item which was submitted after the deadline needs to be amended today because cover sheet has the wrong hourly rate in it.

Members have also requested information on Contract #12 between the Governor's Office of Economic Development and the UNR Nevada Industry Excellence Program.

In Contracts #32-39, it's between the Department of Employment, Training and Rehabilitation and the local workforce investment organizations.

**Governor:** Okay. Thank you. So, is there somebody here from GOED?

**Woodbury:** Good morning. Steve Woodbury for the record, Administrative Services Officer. And, appreciate the opportunity to be here this morning and the contract before you is to continue the partnership between GOED and NVIE, to administer the training—Train Nevada—Train Employees Now program—and I'd be happy to talk about why we think it's important.

**Governor:** And, it's more of a policy question that I had.

**Woodbury:** Okay.

**Governor:** I know that we use that quite a bit on the GOED Board and in terms of using it as attracting companies but also training employees specifically into positions that they may not otherwise get an opportunity to do so. So, if you could talk about that in more specifics, I'd appreciate it.

**Woodbury:** Right. Sure, I'd be happy to. Well, as—and again, to that point, why we think it's important. Work force development has become more important, not just—across the board. This was recently recognized in CNBC reporting and obviously recognized during the legislative session that it's important.

**Governor:** Wasn't it on 60 Minutes too, was that—

**Woodbury:** It may have been, I'm not aware of that but yeah, it's—it's important and it's become expected. States are expected to have training and workforce training components of their economic development efforts and so, you know, to be competitive in the marketplace is something that we feel is essential. That we have to include—

**Governor:** Well, let's make it a little more real. So, at least what I have seen is, it particularly benefits the long-term unemployed, so that you identify some of these individuals. They get an opportunity to get a job and get on the job training and the TEN Grant subsidizes their salary why they're at the employer and then, for more often than not, the—when that grant concludes, that person is retained by the employer. Is that an accurate characterization?

**Woodbury:** I believe so, yeah.

**Governor:** And, what are some examples of the employers that are using this?

**Woodbury:** Well, we've increased—one of the successes is we've increased the number of employees—employers using the program and increased the rate—the efficiency by spending the money we have available. The last three years, we've increased from approximately—let's see, sorry, 76% in FY '13, 97% in '14 and then we spent 100% in FY '15. So, we're using the resources that we have—you want specific companies that are—

**Governor:** Well, I don't know if we—that would be helpful, but how many people are we assisting?

**Woodbury:** In the past three years, we've trained over 1,000 Nevada employees. And again, that's one of the qualifying factors. They have to be Nevada residents who received the training. And, there are other qualifying factors, matching requirements and other qualifying factors for companies to be able to use the Program. But, I mean, some of the companies in the current fiscal year, Central, Assurion, [inaudible], and I'm not an expert on it, I don't administer the Program directly, but Great Call, Security Partners, Amazon, Apac, Scientific Games. So, we're doing a better job utilizing the funds that we have available, decreasing the cost—the number—the cost per employee. So, I think it's, you know, again, it's been a successful program and I think it's critically important to help—two aspects. To help attract those companies, because they expect it. It's just become a common component in the economic development efforts and for Nevada residents to increase their skill level and to be able to have higher wages and be able to, you know, meet the needs of the—of the more sophisticated jobs that we're trying to attract.

**Governor:** Do you know what the retention rate is for those employees?

**Woodbury:** I don't have that handy but we could get that for you.

**Governor:** I have no other questions, Mr. Attorney General?

**Attorney General:** No questions. Thank you.

**Governor:** Thank you very much.

**Woodbury:** Thank you.

**Governor:** Move to 32-39, DETR?

**Nielson:** Good morning.

**Governor:** Good morning. And, you heard my line of questioning of GOED, it would be a similar—

**Nielson:** Right.

**Governor:** --series of questions for you all on how this money is being spent, how it's working, have we improved our efficiency in terms of the administrative costs associated with Work Force Connections and Nevada Works.

**Nielson:** Grant Nielson, ESD Program Chief with the Department of Employment, Training, Rehabilitation for the record. There—both Boards have are within their 10% administrative limits at this point in time, so they're compliant in that manner.

**Governor:** That's good news.

**Nielson:** Yes, it is.

**Governor:** And then, let's talk about or will you talk about just some of the employment programs that this money is funding.

**Nielson:** There's—there's three different funding streams here; the adult, the dislocated worker and the youth program, for both Nevada Works and Workforce Connections in Southern Nevada. The adult program, which this year is changing a little bit, and dislocated worker, which is changing a little bit as a result of the Workforce Innovation and Opportunity Act, which is replacing the Workforce Investment Act. Primarily, it's very similar to those programs. They've combined some of the efforts and some of the—some of the services that are provided to people who are unemployed at this point. Eligibility is very similar to what it was in the past. And, the transition is going smoothly into the Workforce Investment and Opportunity Act, or WIOA. We have been able to—it took effect on the 1<sup>st</sup> and now it is—the performance will start a year from now.

Both Boards have been doing fairly well in performance which includes—their common measures are, [inaudible] employment, retention into employment, they're meeting all those measures. There's only one measure that we're having difficult with and that's the Literacy, Numeracy Measure for Youth. That's only in the Southern area. Part of the reason for that is they're—you know, they—we've been told that they're serving a much more high-risk population and they're have a difficult time. Plus, there's been some problems with tracking results, that sort of thing, so starting again, on the 1<sup>st</sup>, we're going back to a single MIS system instead of—the Southern area had a separate system and there were some problems getting the information correctly back and forth. But, they're doing—they're doing their, you know, their best to make sure that that information gets in so we're accurately tracking their performance.

**Governor:** I mean, that's the bottom line, are we getting people back to work?

**Nielson:** Yes. Yes, we are.

**Governor:** And, do you know—can you quantify that?

**Nielson:** I don't have that with you, but I'd be happy to share last year's report with you and your office, so I will make sure that is provided to you. I didn't bring that with me. I wasn't—I found out about this last night, so.

**Governor:** Okay. And then, do you align or does Workforce Connections and Nevada Works align their training programs with economic development?

**Nielson:** Yes.

**Governor:** That similar to this TEN Program, they're—you know, we're training people into jobs that exist right now. Maybe we don't need a specific skillset because we don't have companies coming in, but we may have a lot of other companies that require certifications and such. So, are we being strategic on how we spend that money?

**Nielson:** Yes. In fact, per the Executive Order that you signed, all training takes place within the identified sectors. And so, and it has to be a certain level in order to do that. Even before that, WIA, made a requirement that there to be a labor market test for all training provided. So, there had to be an opening or openings in that specific training, however, since—since the Executive Order that was signed, all training has to take place within those sectors.

**Governor:** Okay. I mean, I was just doing the very rudimentary math, but it's \$24M, I mean, this is—

**Nielson:** It's a lot money.

**Governor:** --a lot of money. And, you know, our construction industry is getting back on its feet and we actually have a shortage of construction workers, where four years ago, I would've said, don't train—

**Nielson:** I remember us discussing that.

**Governor:** But now we do—

**Nielson:** Now we do.

**Governor:** So, I just want to make sure that we don't pay to teach somebody a skillset and then they still can't find a job when there's a whole lot of jobs out there.

**Nielson:** And that is the thoughts of our Department as well. We are very conscious of making sure that there is a valid labor market for all people trained in Nevada. We want to see every last dollar going to an appropriate training—it's hard for certain people. Certain people, they want to do what they want to do and so, you know, we've become adept at telling people, no but... this is—this is probably a better career path at this time in Nevada if you're wanting to go back to work, but we know you would like to do this and that's okay, but that's not always feasible in a certain labor market.

**Governor:** And, you're nimble enough that, as we bring in different types of industry that you can change course quickly?

**Nielson:** Right. Well, right now, it would have to be one of the identified sectors. Once the sector is identified, yes, then that spigot can be turned on for training.

**Governor:** Okay.

**Nielson:** So, it's just a matter of identifying a sector.

**Governor:** Wonderful. Well, if you could get me that information later—

**Nielson:** I will. I will get you the performance report for last year.

**Governor:** Thank you. Any questions Mr. Attorney General? Thank you very much.

**Nielson:** I'll get that to you.

**Governor:** And the last is the Contract #42, DCNR, Forestry Division.

**Roper:** Good morning Governor.

**Governor:** Good morning, good to see you.

**Roper:** Bob Roper, State Forester.

**Governor:** So, we got that Washington Fire completely out there?

**Roper:** Yes.

**Governor:** Congratulations. That's good work out there. So, let's talk about this. What do you got going here?

**Roper:** Okay. What—talking to the local cooperators of the Wildfire Protection Program, as we look at the areas that we need—that are hazardous, we're looking at what does NDF have? We have our own helicopters that we can provide service, but we're looking for those extreme fire conditions, what type of resources do they need. So, the very large air tanker, it's called a V-Lat is one of those tools that our cooperators would like to have in their toolbox. We can get this asset via our national contracts or our federal partners but those are seasonal contracts and so this gives us the capability when those contracts expire, that we can still access the very large air tanker, the DC-10, under a contract situation.

**Governor:** And, where does that DC-10, where is it parked?

**Roper:** Okay. There's two of them in their system. Okay—they're the only ones of a kind that carry that much and they're reloaded primarily out of Southern California is where they're based, but they're transitory in nature. Right now, they've been working in Canada on fires. But, for Nevada, they can be reloaded in Southern California, outside of Sacramento and today, the Bureau of Land Management is finishing up their inspections for a reload capability in Wendover. And so, it gives us good centralization. It takes about 15-20 minutes to reload once they're on the ground and then travel time.

**Governor:** They'd reload in Wendover?

**Roper:** That's what the plan is right now. That would be brand new this year.

**Governor:** On that big air strip out there that's in—I guess it's in Utah, technically.

**Roper:** Yes.

**Governor:** But, that's where they'd do it?

**Roper:** Yes. But, it gives us the capability that once it's in the air, from any one of those three, we're in the center, it's about a half hour to 45 minutes before it could deliver a load and it was used on the Washington fire.

**Governor:** Okay. And, just while you're here, how are we doing otherwise, with all these storms?

**Roper:** Right now, things are kind of reset. We're back to a neutral position. Everybody is getting reengaged and reoutfitted for the calm before the storm hits again.

**Governor:** Well, again, congratulations and I appreciated the opportunity to go out there but—I just marvel at how well you all do and thank you for what you do. Yeah.

**Roper:** Thank you.

**Governor:** And then, what was the technical correction on here, Mr. Wells, that you had referenced?

**Wells:** Yeah, if you look at the contract it says that the hourly rate—payment for services will be made at the rate of \$25.00 per hour.

**Governor:** Come on, isn't that right? That's a heck of a deal.

**Wells:** That would be an excellent deal—I will say that that will be a heck of a deal. The actual rate per hour is \$25,500.



**Governor:** One last question, what is—where is the threshold when you call in this big mamma bear to put out—you know, to fight—to work on the fire?

**Roper:** It depends on the—on the terrain. Being, it's a large plane, it can't go into canyons and come out, that's what we use the smaller seeds and the helicopters for. But, if we're painting a ridge line, as it's coming down, like along Carson Ridge here, that's a perfect area for the V-Lat to come into. So, it all depends on the topography that we're flying on and the weather conditions for that.

**Governor:** And, how much material does it lay down in a trip?

**Roper:** It does 11,200 gallons a trip and that's basically 50 feet wide by 2/3rds of a mile long and then it can do a split load if it needs to. So, it all depends on what the incident needs and what they're told to apply in the width and so forth.

**Governor:** Their accuracy is pretty—pretty good?

**Roper:** Very good.

**Governor:** All right.

**Roper:** And, what really makes those is, when you look at the cost, you always look at aircraft as the cost per gallon delivered, versus a helicopter to the C—to the DC-10. If you can get a quick, air reload capability like what we're having, the cost per gallon delivered to the fire is much lower overall then the other type of aircraft that are out there.

**Governor:** And, it's also safer for the fire fighters, I would imagine, on the ground?

**Roper:** Correct. Correct.

**Governor:** I mean, because you can get them to places where they perhaps could, but as you say, pretty difficult terrain.

**Roper:** Yeah. And the one thing we always point out is that, this is retardant that they're dropping out of the aircraft and it only slows the fire. We also have to have ground troops on the ground to make sure that we put a line around the fire.

**Governor:** Okay. All right. Any other questions? Thank you very much. So, do I need to—is part of the motion make that change or did we just fix that?

**Wells:** I think that would be justification. I have one other item, Governor.

**Governor:** Okay.

**Wells:** We've had to request to withdraw Contract #30, between the Department of Transportation and the Transportation Commission. We will bring that back to the August Board.

**Governor:** All right. Then if there are no further questions, the Chair will accept a motion to approve Contracts 1-42 as described in Agenda Item No. 8, with the exception of Contract #30.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved for approval. I will second the motion. All in favor say aye.

**Attorney General:** Aye.

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

**\*9. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS ([Attached as Exhibit 3](#))**

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

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

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

**Comments:**

**Governor:** Let's move to Agenda Item No. 9, Master Service Agreements.

**Wells:** Thank you Governor, there are 13 master service agreements in Exhibit 3 for approval by the Board today and we have not received questions from additional—for additional information.

**Governor:** I have none.

**Attorney General:** I have none. Thank you.

**Governor:** If you move, the chair will accept motion for approval.

**Attorney General:** Move to approve.

**Governor:** The Attorney General has moved for approve the MSAs as described in Agenda Item No. 9. I second the motion. All in favor say aye.

**Attorney General:** Aye.

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

**10. CONTRACTS APPROVED BY THE CLERK OF THE BOARD ([Attached as Exhibit 4](#)) – INFORMATION ITEM**

Pursuant to NRS 333.700 subsection 7 (a), 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). Attached is a list of all applicable approvals for contracts and amendments approved from May 16, 2015 through June 16, 2015.

Fifty-five independent contracts were submitted to the Board for review.

**Comments:**

**Governor:** Agenda Item No. 10, which are contracts approved by the Clerk, it's an Information Item, Mr. Wells.

**Wells:** Thank you Governor. Item No. 10, there were 55 contracts under the \$50,000 threshold, which were approved by the Clerk between May 16, 2015 and June 16, 2015. There were no additional requests for information on any of these.

**Governor:** Any questions?

**Attorney General:** Move to approve.

**Governor:** Oh, we don't need information—

**Attorney General:** Oh, yeah, information, excuse me.

**Governor:** That's all right.

**11. INFORMATION ITEMS**

**A. Department of Motor Vehicles – Complete Streets Program**

Pursuant to NRS 482.480, subsection 11, the Department of Motor Vehicles shall certify to the State Board of Examiners the amount of the voluntary contributions collected for each county by the department and its agents, and that the money has been distributed as provided in statute. This report is for the period beginning March 1, 2015 and ending May 31, 2015.

**Comments:**

**Governor:** So, we'll move to Agenda Item No. 11, which are more information items for the Complete Streets Program as well as DETR.

**Wells:** Thank you Governor, Item 11A is a report from the Department of Motor Vehicles on the Voluntary Contributions Collected Pursuant to NRS 482.480, which is also known as the Complete Streets Program. This is for period of March 1, 2015 through May 31, 2015. During that period, the Department collected just over \$23,100, about 70% of that from Clark County, 26% Washoe County and the remaining 4% from Carson City. After deducting the 1% to administer collections, the Department did \$22,870 to the three counties with \$15,970 going to Clark, \$5,950 to Washoe and \$950 to Carson City. Since the program's inception in December, the Department has collected just shy of \$40,000 and distributed all but 1% of that out to the three counties.

**Governor:** And, will you remind me, what do the counties do with that money? What kind of projects, do you know?

**Wells:** No, I don't know what projects the counties do with that—that particular—

**Governor:** Safety projects, if my vague recollection?

**Attorney General:** I think that's right.

**Wells:** I think that is correct.

**Governor:** Yeah, okay. All right, any questions on Agenda Item No. 11?

**Attorney General:** Nope, thank you.

## **B. Department of Employment, Training and Rehabilitation**

LESSEE		LESSOR	AMOUNT
Department of Employment, Training and Rehabilitation		Riverbend, LLC dba 5 <sup>th</sup> Street Storage	\$48,960
<b>Lease Description:</b>	This is a renewal of an existing lease for storage space.		
	<b>Term of Lease:</b>	07/01/2015 – 06/30/2017	Located in Carson City

**Comments:**

## **12. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

**Comments:**

**Governor:** We'll move on to Agenda Item No. 12. Any Board Member comments? I have none.

**Attorney General:** I have none.

**Governor:** Public comment, any public comment here in Carson City? Any public comment from Las Vegas?

**Las Vegas:** No Governor.

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

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

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

**Comments:**

**Governor:** Move to Agenda Item No. 13. Is there a motion to adjourn?

**Attorney General:** Motion to adjourn.

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

**Attorney General:** Aye.

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

**Respectfully submitted,**

\_\_\_\_\_  
JAMES R. WELLS, CLERK

**APPROVED:**

\_\_\_\_\_  
GOVERNOR BRIAN SANDOVAL, CHAIRMAN

\_\_\_\_\_  
ATTORNEY GENERAL ADAM PAUL LAXALT

\_\_\_\_\_  
SECRETARY OF STATE BARBARA K. CEGAVSKE

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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

Date: July 2, 2015  
To: James R. Wells, Clerk of the Board  
Department of Administration  
From: Brenda Berry, 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 HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC AND  
BEHAVIORAL HEALTH SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES**

Agenda Item Write-up:

Pursuant to NRS 333.705, the Department of Health & Human Services, Division of Public and Behavioral Health, Southern Nevada Adult Mental Health Services requests authority to contract with a former Lake's Crossing Center, Correctional Lieutenant, to provide training for key forensic positions at the Rawson-Neal Hospital Rapid Stabilization Unit and the new Stein Hospital.

Additional Information:

The agency indicates Mr. Mason's knowledge of position requirements and the security/safety needs of a forensic unit will assure proper training of staff allowing the division to meet the demands of a forensic unit. The agency also indicates due to current forensic staff being located in Reno, and the duration of the training, it is necessary to hire a former state employee with sufficient experience in the training areas.

Statutory Authority:

NRS 333.705. 4. "If a department, division or agency contracts with a person pursuant to this subsection, the department, division or agency shall submit a copy of the contract and a description of the emergency to the State Board of Examiners, which shall review the contract and the description of the emergency and notify the department, division or agency whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection."

REVIEWED: _____
ACTION ITEM: _____

STATE OF NEVADA

BRIAN SANDOVAL  
Governor

RICHARD WHITLEY, MS  
Director




MARTA E. JENSEN  
Acting Administrator


TRACEY D. GREEN, MD  
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH  
4150 Technology Way, Suite 300  
Carson City, Nevada 89706  
Telephone: (775) 684-4200 · Fax: (775) 684-4211

July 2, 2015

TO: James R. Wells, Interim Director, Department of Administration

THROUGH: Richard Whitley, Director, Department of Health and Human Services 

THROUGH: Marta Jensen, Interim Administrator, Division of Public and Behavioral Health 

FROM: Chelsea Szklany, Deputy Administrator, Clinical Services, Division of Public and Behavioral Health

RE: Authorization to Contract with Former State Employee – Michael A. Mason

The Rawson-Neal Hospital RSU (Rapid Stabilization Unit)/forensic unit and the Stein Hospital need to hire and train key positions providing for the forensic population. Personnel are required to be knowledgeable of court processes and processing. Staff need to be trained for the following: security/safety procedures for aggressive behavior and conflict resolution, working with officers and staff in stressful situations, identifying maintenance problems/safety hazards, manage disruptive and non-disruptive clients, use of communication and safety equipment.

Michael Mason served as Lake's Crossing Correctional Lieutenant for a significant length of time, ending his employment in May 2014. His experience with the staff and client population of Lake's Crossing center is invaluable. Mr. Mason's knowledge of position requirements and the security, safety for a forensic unit will allow for Rawson-Neal Hospital RSU (Rapid Stabilization Unit) and the Stein Hospital to meet the demands of a forensic unit.

Please recognize this as a formal emergency request for authorization to contract with former employee, Michael Mason.

Enclosed

STATE OF NEVADA

BRIAN SANDOVAL  
Governor

RICHARD WHITLEY, MS  
Director



MARTA E. JENSEN  
Acting Administrator

TRACEY D. GREEN, MD  
Chief Medical Officer

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

4150 Technology Way, Suite 300

Carson City, Nevada 89706

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

July 2, 2015

TO: James R. Wells, CPA. Director, Department of Administration

THROUGH: Richard Whitley, Director, Department of Health and Human Services

THROUGH: Marta Jensen, Interim Administrator, Division of Public and Behavioral Health

FROM: Chelsea Szklany, Deputy Administrator, Clinical Services, Division of Public and Behavioral Health

RE: Authorization to Contract with Former State Employee – Michael A. Mason

In accordance with subsection 4 of NRS 333.705, the Division of Public and Behavioral Health is contracting with Michael Mason for a period of less than four months. It has been determined an emergency exists which necessitates this contract. This information is being submitted for review by the Board of Examiners, as required.

The Rawson-Neal Hospital RSU (Rapid Stabilization Unit)/forensic unit and the Stein Hospital need to hire and train key positions providing for the forensic population. Personnel are required to be knowledgeable of court processes and processing. Staff need to be trained for the following: security/safety procedures for aggressive behavior and conflict resolution, working with officers and staff in stressful situations, identifying maintenance problems/safety hazards, manage disruptive and non-disruptive clients, use of communication and safety equipment.

Michael Mason served as Lake's Crossing (LCC) Correctional Lieutenant for a significant length of time, ending his employment in May 2014. His experience with the staff and client population of Lake's Crossing center is invaluable. Mr. Mason's knowledge of position requirements and the security, safety for a forensic unit will allow for Rawson-Neal Hospital RSU (Rapid Stabilization Unit) and the Stein Hospital to meet the demands of a forensic unit.

While Lake's Crossing will do training for a number of the components of forensic service at the southern facility, staff from Lake's Crossing cannot be consistently available at Rawson-Neal and Stein because they must maintain operations at LCC.

Enclosure

cc: Brenda Berry



## Authorization to Contract with a Former Employee

**Former Employee Name:** Michael A. Mason  
**Former Employee ID number:** 009734  
**Former Job Title:** Correctional Lieutenant  
**Former Employing Agency:** DHHS/DPBH/Lake's Crossing Center  
**Former Class and Grade:** 13.310 39/10  
**Employment Dates:** 07/25/1988 – 05/03/2014  
**Contracting Agency:** DHHS/DPBH/SNAMHS

Please check which of the following applies:

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

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

<b>a. Summarize scope of contract work.</b>	Supervise and train subordinate staff, (Forensic Specialists and Mental Health Technicians). Supervise/train staff on policies and procedures of the facility relative to security safety matters, day to day operation of a forensic facility. Supervising approximately 60 employees.
<b>b. Document former job description.</b>	Same as above plus administrative duties and responsibilities in the maintenance of security of the facility.
<b>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?</b>	Yes. Approximately 4 months to recruit, hire and train Sergeant and supervising Forensic Specialists for the Rapid Stabilization Unit at the Rawson Neal Hospital and the Stein Hospital.
<b>d. Explain why existing State employees within your agency cannot perform this function.</b>	Current staff at Rawson Neal and Stein Hospital does not have the specialized knowledge of security, safety and forensic knowledge to perform these duties. While Lake's Crossing will do training for a number of the components of forensic service at the southern facility, staff from Lake's Crossing cannot be consistently available at Rawson-Neal and Stein because they must maintain operations at LCC.
<b>e. Document if the individual overseeing or establishing</b>	n/a

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 <a href="#">NAC 284.750</a> .	
f. List contractor's hourly rate.	\$38.86
g. List the range of comparable State employee rates.	Correctional Lieutenant, \$25.96 - \$38.86
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	n/a
i. Document justification for hiring contractor.	All staff will be new and novice to providing this forensic service. This experienced staff is needed to train them as well as organize a completely new service.

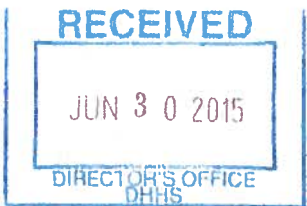
Comments: Anticipated contract period is 7/7/15 – 11/4/15

*[Handwritten Signature]* 7/2/15

*Contracting Agency Head's Signature and Date*

*Budget Analyst*

*Clerk of the Board of Examiners*



**TYPE OF REQUEST:**  
 New  
 Assignment Extension  
 Salary Adjustment  
 Change in Hours  
 Other \_\_\_\_\_

**PLEASE INDICATE**  
 Manpower  MHM  
 Apple 1  
 Marathon

NEVADA STATE HEALTH DIVISION  
 Temporary Employment Requisition

EXPECTED HOURS/WK 40

Position Title: Correctional Lieutenant

Minimum Qualifications: One year of work experience as a Correctional Sergeant in Nevada State service; OR an equivalent combination of education and experience.  
 Resume must be attached

Special Certifications, licensing, etc required:  Yes  No; if yes, list & attach a copy: Category 3 POST Certification  
 Drivers License Required:  Yes  No

Division/Bureau: DPBH/SNAMHS Budget Account No. / Category: 3161/4

Start Date: 7/7/15 End Date: 11/4/15

Please Note: allow a **minimum of 3-4 weeks** process time

Work Location Address: SNAMHS, 1650 Community College Dr., Las Vegas, NV 89146

Bill to Address: 6161 W. Charleston Blvd., Las Vegas, NV 89146

Point of Contact (eg: Supervisor) Name: Joanne Malay

Phone: 702-486-8894 Fax: 702-486-7608

Hourly wage paid to employee: \$ 38.86

\*\*Hourly travel wage paid to employee: \$ 38.86  
 (\*\*excluding per diem; per diem is paid at a flat rate, see SAM Manual regarding submitting travel claims)

FOR ASO USE ONLY	
Bill rate to agency:	\$ <u>47.77</u>
Travel bill rate to agency:	\$ <u>47.77</u>

Job description:

Name: Michael A. Mason Phone: 776-772-1299 Email: mmason@live.com

Address: 1136 Rancho Mirage Dr., Sparks, NV 89436

Supervisor of Temp:	<u>[Signature]</u>	Date: <u>6/30/15</u>
Bureau Chief:	<u>[Signature]</u>	Date: <u>6/30/15</u>
Personnel Services:	<u>[Signature]</u>	Date: <u>6/30/15</u>
Fiscal Services:	<u>[Signature]</u>	Date: <u>6/30/15</u>
Appointing Authority:	<u>[Signature]</u>	Date: <u>6/30/15</u>

Justification: To facilitate the opening of the Stein Hospital, a secure forensic hospital providing inpatient forensic services for adults who are court committed, serving Southern Nevada. This position is needed in order to provide training, assistance in hiring, and aiding in the overall security of the facility as it relates to policies and procedures.

**Authorization for the temp to work and/or be paid will be terminated if the contract is not extended prior to the expiration date. If you do not receive a notice to extend the contract by one week prior to the expiration, please contact Personnel at 684-5822 immediately.** Rev. 03/29/13.

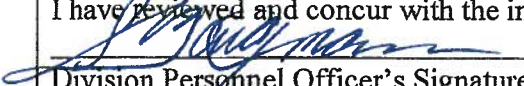
DEPARTMENT OF HEALTH & HUMAN SERVICES  
JUSTIFICATION TO FILL  
TEMPORARY/CONTRACT POSITION

Date:  
6/26/15

Authorization is required to fill the following contract/temporary position: NEW  Renewal

1.	Division: Public & Behavioral Health    Agency: SNAMHS Agency Contact: Joanne Malay Budget Account # 3161 Entity Contract is With: MHM
----	---

Proposed Employee's Name: Michael Mason

2.	Is this person: Currently employed by the State of Nevada? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency employed by, class title, number of hours  A former employee of the State of Nevada? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Agency</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Last Class Title</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Grade/Step</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Employment Dates</u></th> </tr> </thead> <tbody> <tr> <td>406/3645</td> <td>Correctional Lieutenant</td> <td>39/10</td> <td>7/25/88-5/3/14</td> </tr> </tbody> </table> Is the person a State of Nevada retiree? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Related to or in a dating relationship with anyone in DHHS (refer to NAC 284.375)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Name</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Agency</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Relationship</u></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> Does this person have/work for a business that provides similar services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain why you are not contracting with the business entity?	<u>Agency</u>	<u>Last Class Title</u>	<u>Grade/Step</u>	<u>Employment Dates</u>	406/3645	Correctional Lieutenant	39/10	7/25/88-5/3/14	<u>Name</u>	<u>Agency</u>	<u>Relationship</u>			
<u>Agency</u>	<u>Last Class Title</u>	<u>Grade/Step</u>	<u>Employment Dates</u>												
406/3645	Correctional Lieutenant	39/10	7/25/88-5/3/14												
<u>Name</u>	<u>Agency</u>	<u>Relationship</u>													
3.	Requested Job Title: Correctional Lieutenant  Qualifications Required: <u>One year of work experience as a Correctional Sergeant in Nevada State service; OR an equivalent combination of education and experience.</u>  State of Nevada Job Title and Grade that most closely corresponds to the duties to be performed by this position (review other positions doing same work; consult with division personnel officer): <u>39/10</u>  State of Nevada Hourly Salary Range (employee/employer-paid retirement): Step 1 <u>\$ 25.96 ✓</u> Step 5 <u>\$30.99 ✓</u> Step 10 <u>\$ 38.86 ✓</u>  Would this person meet the minimum qualifications of the State of Nevada Job Class? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please explain: I have reviewed and concur with the information in Section 3:  Division Personnel Officer's Signature														
4.	Hours per week: Wage rate \$ <u>38.86</u>														

Proposed Name:

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	<p>Hourly cost to agency: \$ 47.77  Monthly cost to agency: \$ 8311.98  If hourly salary requested is above Step 5, please explain the basis of the request:  To facilitate the opening of Stein Hospital, experience required for the security, safety and training of the forensic unit.</p>
5.	<p>Anticipated start date of employment: 7/7/15</p> <p>Anticipated end date of employment (period of time to complete assignment): 11/4/15  If the assignment is anticipated to be longer than 6 months, please explain why.</p> <p>If this is a renewal, list all prior periods of employment with this person and job title:  Start _____ End _____ Title _____</p>
6.	<p>This position is critical to:</p> <p>Public Safety <input checked="" type="checkbox"/> Client Care <input type="checkbox"/> Essential Service <input checked="" type="checkbox"/></p>
7.	<p>a. Is this contract replacing a vacant state position? No</p> <p>If yes, indicate Budget Account #, Position Control#, and Class Title of vacant position: Not replacing an FTE</p> <p>Date position became vacant: FTE  How did position become vacant? FTE  Indicate status of filling the position: FTE</p> <p>b. If this contract is not replacing a vacant state position, explain why a state position was not requested in the division's budget or reason requested position was not authorized: To facilitate the opening of the Stein Hospital and Rawson-Neal Hospital RSU/forensic unit. This position will be utilized to train key positions in providing for the forensic population.</p> <p>c. Was this position approved in the division's budget as a contract position? No  If yes, indicate period of time approved for:</p>
8.	<p>Specify what duties this position will be performing and what deliverables are expected at the end of the employment period.</p> <p>Duties:</p> <ol style="list-style-type: none"> <li>1. Facilitate the opening of the Rawson-Neal Hospital RSU/forensic unit and the Stein Hospital.</li> <li>2. Provide administrative planning, organizing, supervision and assistance in recruiting, hiring and training of overall security staff to include Sergeant and Forensic Specialists.</li> <li>3. Aid in the developing and implementation of policies and procedures and supervise and train subordinate staff (Forensic Specialists and Mental Health Technicians) as it relates to security and safety in operation of a forensic facility.</li> </ol> <p>Expected deliverables:</p> <ol style="list-style-type: none"> <li>1. Staff trained in the security/safety procedures of aggressive behavior and conflict resolution.</li> </ol>

Proposed Name:

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2. Completion of recruiting, hiring and training of forensic personnel.  
 3. Administrative duties and responsibilities in the maintenance of security of the facility.  
 If this is a renewal, explain why the assignment was not completed.

9. Reason for the urgency to fill and/or consequences of not filling position?  
 Current staff at Rawson Neal and Stein Hospital do not possess the specialized knowledge of security, safety and forensic knowledge to perform these duties. It is imperative based on the new skills and requirements needed for this facility, an experienced personnel to provide the necessary training and supervision needed, in order to avoid security and safety issues.

10. What is position funding source?

General Fund	%	Other Funding	%
Federal Funds	%	Other Funding	%
Fees	%	Other Funding	%

11.  Department Director's signature required due to:

Salary Requested     Current State Employee     Has been state employee within past 12 months

Length of Employment in Temporary Capacity

Meets S.A.M. definition of Consultant – “a person that provides information, an opinion or advice for a fee”

Attached memo if IFC approval is also required.

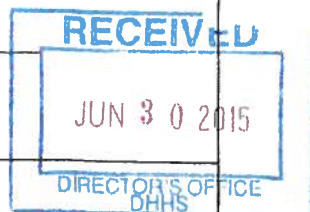
*M. Jensen*  
 Division Administrator's Signature

6/30/15  
 Date

Approved for hire     Not approved for hire

*[Signature]*  
 Department Director's /Designee's Signature

7/2/15  
 Date



Comments:

12.  Department Director's signature not required:

Approved for hire     Not approved for hire

\_\_\_\_\_  
 Division Administrator's Signature

\_\_\_\_\_  
 Date

Comments:

Date cc: sent to DHHS Director's Office

\_\_\_\_\_  
 Date



Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division

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

Date: July 14, 2015  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Katrina Nielsen, Budget Analyst  
Budget Division *Katrina Nielsen*  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT HEALTH AND HUMAN SERVICES –  
DIVISION OF CHILD AND FAMILY SERVICES (DCFS) –  
PROVIDER AGREEMENT FORMS**

Agenda Item Write-up:

**The Division of Child and Family Services is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers of:**

- Observed Drug Testing Services
- CARES/SART Examination: Child and Adolescent Abuse Exam

Additional Information:

**Drug Testing Services** – This provider agreement would be used to enlist the services of providers of Observed Drug Testing Services in rural areas that are not serviced by State Purchasing contracts or within 30 miles travel distance of client location. Some rural areas are included in State Purchasing contracts for courier pick up but observation of the sample is crucial to accurate results.

**CARES/SART Examination** – This provider agreement would be used to enlist the services of providers of CARES/SART Exams (Child Abuse Response and Evaluations/Sexual Assault Response Team) to determine if sexual abuse has occurred to children and adolescents referred by DCFS.

Note: Board Of Examiners' and Deputy Attorney General's Provider Agreement approval applies to form only. DCFS does not post original, signed Provider Agreements on DCFS' website in an effort to prevent unauthorized duplication. Below is an example of how the agreement will appear when posted (with updated approval dates).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
Independent Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent's Contractor's Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Administrator, Division of Child and Family Services  
Title

This Contract was approved as to form by the Nevada State Board of Examiners on March 10, 2015

This Contract was approved as to form by a Deputy Attorney General for the Attorney General on January 14, 2015

REVIEWED: Y/N  
ACTION ITEM: \_\_\_\_\_





**DEPARTMENT OF HEALTH and HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES**

**4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, Nevada 89706  
(775) 684-4400 Phone**

**TO:** James Wells, Director, Administration  
**THROUGH:** Richard Whitley, Director, DHHS *EC for RW*  
**THROUGH:** Sharon Benson, Senior Deputy Attorney General, Attorney General's Office  
**FROM:** Amber Howell, Administrator, DCFS  
**DATE:** June 25, 2015  
**SUBJECT:** Requested Action Item for August 2015 BOE Meeting

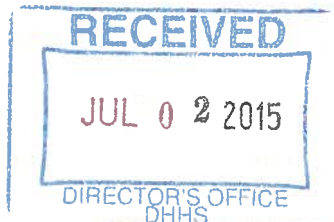
The Division of Child and Family Services (DCFS) requests approval of the enclosed Provider Agreement Contract for Services of Independent Contractor. This contract would be used to enlist the services of providers of Observed Drug Testing Services in rural areas that are not serviced by State Purchasing contracts or within 30 miles travel time. Some rural areas are included in State Purchasing contracts for courier pick up but observation of the sample is crucial to accurate results.

The provider agreement contracts would be used for the following services.

- Drug Testing Services

Providers would be able to access this Provider Agreement Contract on the DCFS website and complete and submit the documentation necessary for review by DCFS staff. This process would allow multiple providers to enter into contracts with DCFS quickly and provide flexibility in service referrals and provide a greater array of services throughout the State.

The Attorney General's Office has reviewed and approved these provider agreement contracts as to form.



**RECEIVED**

JUL 07 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

**PROVIDER AGREEMENT CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada  
Acting By and Through Its

**Department of Health and Human Services  
Division of Child and Family Services  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, NV 89706  
Ph: (775) 684-4400**

And

Independent Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Ph: \_\_\_\_\_

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Provider Agreement Contract ("Contract") shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. "Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.

3. CONTRACT TERM. This Contract shall be effective subject to Board of Examiners' approval and from approval of both parties to \_\_\_\_\_ (not to exceed the end of the tenth (10th) fiscal year from the date of approval, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

- ATTACHMENT AA: SCOPE OF WORK: DRUG TESTING SERVICES
- ATTACHMENT BB: INSURANCE SCHEDULE;
- ATTACHMENT CC: BUSINESS ASSOCIATE ADDENDUM;
- ATTACHMENT DD: FISCAL PROCEDURES; and
- ATTACHMENT EE: ADDITIONAL INFORMATION

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as specified in ATTACHMENT AA. For all independent contractors providing services under this Contract, cumulative payments in any Fiscal Year shall not exceed the Legislatively approved budget amount. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. BILLING SUBMISSION: TIMELINESS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with

respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
  2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**General Requirements:**

- a. **Additional Insured:** By endorsement to Contractor's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - 2) Currently rated by A.M. Best as "A-VII" or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

**Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.**

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.

**Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the

Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.

29. ASSIGNMENT OF ANTITRUST CLAIMS. Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.





**ATTACHMENT AA**  
**SCOPE OF WORK: Drug Testing Services**

**PURPOSE**

The purpose of this contract is to provide random, observed rapid response drug testing services for clients, when good of the state contracted providers are not within 30 miles of the client location or cannot provide observation of testing. The testing will only occur upon referral by the Division of Child and Family Services (DCFS) and based upon DCFS's sole discretion for such referrals. DCFS does not guarantee PROVIDER will receive any referrals.

Random, observed drug testing for parents involved with the child welfare system can be an important addition to a child safety and risk assessment, family assessment, comprehensive substance abuse assessment, case planning, and substance abuse intervention and treatment services. Test results can provide useful information for determining whether a parent is using or abstaining from the use of illicit drugs or misuse or abuse of legal drugs. Child welfare workers use test results to make informed decisions regarding child removal, family support services, family reunification, or termination of parental rights.

**EXPECTED KNOWLEDGE AND SKILLS**

**Provider must possess the following:**

The Provider must provide a Rapid Drug Screen (RDS) test to simultaneously detect for abuse of 2-10 drugs in a urine specimen. The RDS drug test kit includes a clear plastic collection cup with temperature strip, a slotted lid, a standard lid, and a test card. The RDS system is completely self-contained, and results are obtained in 3-5 minutes.

The Provider must have experience and competence in administering and observing RDS drug tests.

**SERVICES TO BE PROVIDED**

The Provider must conduct random, observed RDS testing in the community in which the client resides.

The Provider will email test results to the requesting caseworker as soon as the results are observed.

**PROVIDER COST/DURATION OF CONTRACT**

RDS Drug testing as needed:

To include services outlined above. Not to exceed twenty five dollars (\$25.00 per test)

Attachment BB  
Insurance Schedule

The following are the insurance limits the awarded vendor(s) will be required to maintain for the life of the contract. The awarded vendor(s) shall not commence work before providing the required evidence of insurance to DCFS and DCFS has approved the insurance policies provided. The awarded vendor(s) will be required to provide evidence of continuing insurance to DCFS on an ongoing basis prior to expiration of the insurance policies provided.

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

***Specific coverage requirements will be added here at the time of signing the Provider Agreement Contract. Insurance requirements and limits will be obtained from Risk Management.***

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services  
Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706  
Telephone: (775) 684-4400  
Fax: (775) 684-4455

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State hereby warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to

DCFS Contract Manager  
State of Nevada  
Department of Health & Human Services

Division of Child & Family Services  
Fiscal  
4126 Technology Way, 3rd Floor  
Carson City, NV 89706  
Telephone: (775) 684-4400  
Fax: (775) 684-4455

The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

_____	_____	_____
Independent Contractor's Signature	Date	Title
_____	_____	<u>Administrator, Division of Child and</u>
Signature – State of Nevada	Date	<u>Family Services</u>
		Title

Draft - Do Not Sign - Consult DCFS Contract Manager

ATTACHMENT CC  
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

*DIVISION OF CHILD AND FAMILY SERVICES*  
Hereinafter referred to as "Covered Entity"

And

---

Hereinafter referred to as "Business Associate".

**PURPOSE.** In order to comply with the requirements of Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 ("HITECH"), this Addendum is hereby added and made part of the Contract between the Covered Entity and the Business Associate. This Addendum establishes the obligations of Business Associate and Covered Entity as well as the permitted uses and disclosures by Business Associate of protected health information it may possess by reason of the Contract. The Covered Entity and Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the Contract and in compliance with HIPAA, HITECH, and regulation promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations") and other applicable laws.

**WHEREAS,** Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA Regulations; and

**WHEREAS,** Business Associate may have access to and/or create, receive, maintain or transmit certain protected health information from or on behalf of the Covered Entity, in fulfilling its responsibilities under such arrangement; and

**WHEREAS,** HIPAA Regulations require Covered Entity to enter into a contract containing specific requirements of the Business Associate prior to the disclosure of protected health information;

**THEREFORE,** in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

**I. DEFINITIONS.**

1. The following terms shall have the meaning ascribed to them in HIPAA Regulations:  
Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
2. The following terms shall have the meaning ascribed to them in this Section:
  - a. **Business Associate** shall mean the organization or entity listed above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.

- b. **Contract** shall refer to this Addendum and that particular Contract to which this Addendum is made a part.
  - c. **Covered Entity** shall mean the Division named above and shall have the meaning given to such term under HIPAA Regulations, including 45 CFR 160.103.
  - d. **Parties** shall mean the Business Associate and the Covered Entity.
3. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

## II. OBLIGATIONS OF BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity or an individual, access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. If the Business Associate maintains an electronic health record, the Business Associate, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under HIPAA Regulations.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with HIPAA Regulations.
3. **Accounting of Disclosures.** Upon request, the Business Associate and its agents or subcontractors shall make available, to the Covered Entity or individual, information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
4. **Agents and Subcontractors.** The Business Associate must ensure that all agents and subcontractors that access, create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
6. **Audits, Investigations, and Enforcement.** If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall immediately notify the Covered Entity and provide to the Covered Entity a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with such provision, to the extent permitted by law. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA Regulations.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the Contract, Addendum or HIPAA Regulations, by the Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately upon discovery, or the first day such breach or suspected breach is known to the Business Associate, or by exercising reasonable diligence would have been known by the Business Associate, in accordance with HIPAA Regulations. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate or its agent or subcontractor is

taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate or its agents or subcontractors has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others, as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary.
9. **Breach Pattern or Practice by Covered Entity.** Pursuant to HIPAA Regulations, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it creates, receives or maintains, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, and any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the Contract or Addendum, available to the Covered Entity at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation by the Business Associate or its agents or subcontractors of HIPAA Regulations or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with HIPAA Regulations.
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA Regulations.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate creates, receives, maintains, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with HIPAA Regulations. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use, or disclose protected health information as provided for by the Contract and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined in HIPAA Regulations.



16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee who received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the Contract or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of HIPAA Regulations.

### III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

The Business Associate agrees to these general use and disclosure provisions:

#### 1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with HIPAA Regulations.
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach.
- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations.

#### 2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, unless the Covered Entity obtained a valid authorization in accordance with HIPAA Regulations that includes a specification that protected health information can be exchanged for remuneration.

### IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with HIPAA Regulations, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Regulations, if done by the Covered Entity.

## V. TERM AND TERMINATION

### 1. **Effect of Termination:**

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
  - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
  - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
  3. **Termination for Breach of Contract.** The Business Associate agrees that the Covered Entity may immediately terminate the Contract if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

## VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of HIPAA Regulations.
2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
  - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
  - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations.
5. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

**IN WITNESS WHEREOF**, the Business Associate and the Covered Entity have agreed to the terms of the above written agreement as of the effective date set forth by the Contract.

**ATTACHMENT DD  
FISCAL PROCEDURES**

**FISCAL INFORMATION**

1. Vendor shall maintain fiscal records necessary to correspond with the contractual rate when audited and how funds provided by this contract have been disbursed.
2. Vendor shall submit cost information in the prescribed format when requested by the Division of Child and Family Services (DCFS).
3. Vendor agrees to use the same name and address on billings as that listed on the contract, to prevent rejection of voucher by the DCFS Fiscal Unit.
4. Vendor agrees to notify the DCFS Contract Monitor immediately, in writing, when a name and/or address change occurs.
5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days.

**BILLING INFORMATION**

1. Prior authorization is required for all services not mentioned in the scope of work.
2. Vendor will submit an invoice within 20 days from the end of the month that the services were rendered.
3. All invoices shall be submitted to the corresponding address listed on the first page of the contract or as otherwise directed by DCFS fiscal.
4. Vendors will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.
5. All invoices will be processed within 30 days from receipt of invoice into the DCFS fiscal unit.

**CONTRACT CAPITATION**

Vendors are required to monitor their contract to ensure that they will not exceed the contracted consideration in section six (6) of contract for authorized services, per the scope of work, for the term of the contract. The vendor shall work with the Contract Monitor in the event that additional authority is needed.

Attachment EE  
**ADDITIONAL INFORMATION**

---

Company Name

---

Contact Name

---

Physical Address

---

City, State Zip

---

Phone Number (Office)

Phone Number (Cell)

Fax Number

---

E-mail Address

---

Federal Tax ID#

---

Nevada Business ID (starts with NV...)

---

Legal Entity Name

Is "Legal Entity Name" the same name that the vendor is doing business as?     Yes  No

---

If "No," provide an explanation.

Has your company ever been engaged under contract by any State of Nevada agency?     Yes  No

---

If "Yes," provide the name and address of the agency.

---

Vendor # (as assigned by the State of Nevada Controller's Office, starts with T or P...)

---

Company Name

**Service Areas Where Located and Willing to Travel to**

- |  |   |
|--|---|
| <input type="checkbox"/> Battle Mountain   | <input type="checkbox"/> Lovelock                             |
| <input type="checkbox"/> Caliente  | <input type="checkbox"/> Mesquite                             |
| <input type="checkbox"/> Carlin  | <input type="checkbox"/> Pahrump                              |
| <input type="checkbox"/> Carson, Minden, Gardnerville, Genoa                         | <input type="checkbox"/> Pioche                               |
| <input type="checkbox"/> Elko  | <input type="checkbox"/> Reno, Sparks                         |
| <input type="checkbox"/> Ely   | <input type="checkbox"/> Silver Springs, Lahontan,<br>Fernley |
| <input type="checkbox"/> Fallon  | <input type="checkbox"/> Tonopah                              |
| <input type="checkbox"/> Hawthorne   | <input type="checkbox"/> Virginia City, Silver City           |
| <input type="checkbox"/> Lake Tahoe, Zephyr Cove, Incline Village                    | <input type="checkbox"/> Wells                                |
| <input type="checkbox"/> Las Vegas, Boulder City, Indian Springs, Jean,<br>Henderson | <input type="checkbox"/> Winnemucca                           |
| <input type="checkbox"/> Laughlin  | <input type="checkbox"/> Yerington                            |

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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

Date: July 13, 2015  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Tiffany Greenameyer, Budget Analyst *TG*  
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.

**OFFICE OF THE STATE CONTROLLER**

Agenda Item Write-up:

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

Additional Information:

The State Controller's Office is requesting to change their travel policy for meal reimbursement to the allowable GSA rates.

Statutory Authority:

NRS 281.160

REVIEWED: *umf*  
ACTION ITEM: \_\_\_\_\_

**RON KNECHT,**  
**MS, JD, PE (CA)**  
*State Controller*

STATE OF NEVADA

JAMES W. SMACK  
*Chief Deputy Controller*



**OFFICE OF THE  
STATE CONTROLLER**

June 26, 2015

Ms. Tiffany Greenameyer  
Dept. of Administration  
Budget & Planning Division

Re: Controller's Office Travel Policy Change

Dear Ms. Greenameyer:

We have revised our travel policy regarding reimbursement for meals and per diem. This policy pertains to in and out of state travel. Our policy now reads:

Receipts are not required for the meals and incidental expense allowance.

A copy of the updated policy is attached.

Sincerely,

A handwritten signature in black ink that reads "Ronald L. Knecht".

Ron Knecht, MS, JD, PE (CA)  
Controller

Enc.

RK:es

**RECEIVED**

JUL 02 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

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

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

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



# STATE OF NEVADA

## State Controller's Office

### TRAVEL Policy and Procedure

Effective: ~~July 9, 2014~~—August 11, 2015

The State Controller's Office hereby adopts the following travel policies for official state business for its staff in accordance with the rules and rates detailed in the most current edition of the State Administrative Manual (SAM §Travel 0200) and NRS 281.160-169. It is the policy of this office that travel should be by the least expensive method possible. Exceptions to these policies must be approved in advance by the State Controller or Chief Deputy Controller.

The State Controller's Office considers an employee to be in travel status upon leaving his or her point of origination, which can be duty office or home. To be eligible for per diem expenses an employee must travel at least 50 miles from his or her designated workstation.

#### TRAVEL REQUESTS

The State Controller, or the designated representative, must approve all official travel by employees in advance. The Travel Request form is located in the shared directory under F:\Shared\Forms\Miscellaneous\Travel & Training Forms.

Travel expense reimbursement requests will not be processed without the original completed and signed Travel Request form.

The current Expense Reimbursement form is located in the Dept. of Administration Website/Budget & Planning/Forms, "Revised Travel Claim Form."

Claims for reimbursement of travel expenses must be in accordance with the following policy of the Office of the State Controller, and must be submitted to the State Controller or the designated representative for approval. The forms should be submitted within one month of completion of travel unless prohibited by exceptional circumstance.

#### TRAVEL ARRANGEMENTS

The Executive Assistant to the State Controller will coordinate air travel arrangements for all office personnel. ~~Travel, lodging, and transportation must be consistent with this policy.~~ State agencies shall use Southwest Airlines corporate Internet booking tool SWABIZ to book travel between Las Vegas and Reno.

Employees are encouraged to use a State Travel Card. Balances on travel/credit cards issued by the State are the responsibility of the cardholder. It is the agency's responsibility to monitor employees' credit card activity on a monthly basis.

**TRAVEL STATUS -IN-STATE**

1. Employees in in-state travel status are directed to GSA's website, <http://gsa.gov> and the link "Per Diem Rates" for the most current rates on lodging and meals. Maximum per diem reimbursement rates for Nevada's lodging, meals, and incidental expenses are established by city/county and vary by season. Meals may be reimbursed in accordance with the meals and incidental expense (M&IE) allowance. Employees may receive reimbursement for breakfasts even though continental breakfasts are provided. Reimbursement should not be requested for meals served in-flight as part of the airfare or for meals included in conference registration fees.

~~Meals will be reimbursed at the lesser amount of the per diem allowable for the day or the actual total receipts amount. Receipts are required to be provided.~~

Example:

Las Vegas	GSA Per Diem	Actual Per Receipts
Breakfast	\$12	\$4
Lunch	\$18	\$10
Dinner	\$36	\$55
TOTAL	\$66	\$69

~~Amount to be reimbursed \$66~~

~~The M&IE rates vary by season.~~ For guidance on deducting these amounts from travel reimbursement requests employees should refer to the "Meals and Incidental Expense Breakdown" link on the GSA website. Receipts are not required for the M&IE allowance. On in- transit days, employees may claim M&IE only on expenses incurred while more than 50 miles away from their tax home. If an employee chooses to spend more than the per diem rate allowed, the employee is responsible for the additional expenses.

2. Employees will be reimbursed for actual expenses incurred for parking or vehicle storage fees for private automobiles and commercial transportation costs (i.e., taxi, shuttle, etc.). Receipts must accompany reimbursement requests.

3. Other miscellaneous reimbursable business related expenses are: use of Internet services, computers, printers, faxing machines and scanners, conference room rentals, and official telephone calls/service. Receipts are required.
4. Employees will be reimbursed for laundry cleaning/pressing services if the employee's official business related hotel stay is seven consecutive nights or longer. Receipts are required.
5. An employee using his own personal vehicle for the State's convenience will be reimbursed at the standard mileage reimbursement rate. The current rate can be obtained from the Department of Administration website under Budget & Planning, All Agency Memos.
6. An employee using his own personal vehicle for the employee's convenience will be reimbursed at one-half the standard mileage reimbursement rate. The current rate can be obtained from the Department of Administration website under Budget & Planning, All Agency Memos.
7. This policy also pertains to non-state employees traveling on state business. For independent contractors, refer to SAM 0320.0, 6. When and if it becomes necessary to arrange travel for non-state employees on state business, the Office of the State Controller may make all reservations and process the billings for payment through the State system.
- ~~8. Employees will be provided lodging arranged by the Executive Assistant. Employees who decide not to avail themselves of the arranged lodging, will not be eligible for lodging reimbursement above the amount arranged by the Executive Assistant.~~

**For employees on travel status of over 50 miles from their duty station, reimbursement may be allowed for meals and the following hour limits would apply:**

For employees working a regular shift, from 8:00 a.m. to 5:00 p.m., with lunch from 12:00 to 1:00 p.m.:

Employees entering travel status prior to 6:30 a.m. and/or returning after 9:00 a.m. may be reimbursed for breakfast.

Employees entering travel status prior to 11:30 a.m. and/or returning after 1:30 p.m. may be reimbursed for lunch.

Employees entering travel status prior to 4:00 p.m. and/or returning after 6:30 p.m. may be reimbursed for dinner.

#### TRAVEL STATUS- OUT-OF-STATE

1. Employees in out-of-state travel status are directed to the GSA's website, <http://gsa.gov> and the link "Per Diem Rates" for the most current rates on lodging and meals. Maximum per diem reimbursement rates for lodging, meals, and incidental expenses are established by city/county and vary by season. Meals and incidental expenses (fees for luggage carts, metered

parking, subway/bus use, toll charges and tips, for instance) may be reimbursed in accordance with the Meals and Incidental Expense (M&IE) allowance. Employees may receive reimbursement for breakfasts even though continental breakfasts are provided. Reimbursement should not be requested for meals served in-flight as part of the airfare, or for meals included in conference registration fees.

~~Meals will be reimbursed at the lesser amount of the per diem allowable for the day or the actual total receipts amount. Receipts are required to be provided.~~

Example:

<del>Las Vegas</del>	<del>GSA Per Diem</del>	<del>Actual Per Receipts</del>
<del>Breakfast</del>	<del>\$12</del>	<del>\$4</del>
<del>Lunch</del>	<del>\$18</del>	<del>\$10</del>
<del>Dinner</del>	<del>\$36</del>	<del>\$55</del>
<del>TOTAL</del>	<del>\$66</del>	<del>\$60</del>

~~Amount to be reimbursed \$66~~

For guidance on deducting these amounts from travel reimbursement requests, employees should refer to the "Meals and Incidental Expense Breakdown" link on the GSA website. Receipts are not required for the M&IE allowance. On in-transit days, employees may claim M&IE only on expenses incurred while more than 50 miles away from their tax home. If an employee chooses to spend more than the per diem rate allowed, the employee is responsible for the additional expenses.

2. Employees will be reimbursed for actual expenses incurred for parking or vehicle storage fees for private automobiles and commercial transportation costs (i.e. taxi, railroad tickets, etc.). Receipts must accompany reimbursement requests.
3. Other miscellaneous reimbursable business related expenses are: use of Internet services, computers, printers, faxing machines and scanners, conference room rentals, and official telephone calls/service. Receipts are required.
4. Employees will be reimbursed for laundry cleaning/pressing services if the employee's official business related hotel stay is seven consecutive nights or longer. Receipts are required.
5. The Board of Examiners has approved a meal rate for employees traveling outside the United States, commensurate with the U.S. Department of State's meal allowances for foreign cities as listed in the U.S. Department of State's publication, Maximum Travel Per Diem Allowance for Foreign Areas. The current foreign Per Diem rates can be

accessed at the U.S. Department of State's website at <http://www.state.gov/m/a/als/prdm/>.

6. An employee using his own personal vehicle for the State's convenience will be reimbursed at the standard mileage reimbursement rate. The current rate can be obtained from the Department of Administration website under Budget & Planning, All Agency Memos.
7. An employee using his own personal vehicle for the employee's convenience will be reimbursed at one-half the standard mileage rate. The current rate can be obtained from the Department of Administration website under Budget & Planning, All Agency Memos.
8. This policy also pertains to non-state employees traveling on state business. For independent contractors, refer to SAM 0320.0, 6. When and if it becomes necessary to arrange travel for non-state employees on state business, the Office of the State Controller may make all reservations and process the billings for payment through the State system.
- ~~9. Employees will be provided lodging arranged by the Executive Assistant. Employees who decide not to avail themselves of the arranged lodging, will not be eligible for lodging reimbursement above the amount arranged by the Executive Assistant.~~

**For employees on travel status of over 50 miles from their duty station, reimbursement may be allowed for meals and the following hour limits would apply:**

For employees working a regular shift, from 8:00 a.m. to 5:00 p.m., with lunch from 12:00 to 1:00 p.m.:

Employees entering travel status prior to 6:30 a.m. and/or returning after 9:00 a.m. may be reimbursed for breakfast.

Employees entering travel status prior to 11:30 a.m. and/or returning after 1:30 p.m. may be reimbursed for lunch.

Employees entering travel status prior to 4:00 p.m. and/or returning after 6:30 p.m. may be reimbursed for dinner.

## SUMMARY

It is the policy of the State Controller that the rates provided in the most recent edition of the State Administrative Manual are in effect for the State Controller's Office. In addition, the above rules apply to all State Controller's Office employees. The State Controller or Chief Deputy Controller must approve any exceptions to those rules in advance of travel. Any travel policy not addressed herein must comply with the most current version of Chapter 0200 of the State Administrative Manual.

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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

Date: July 1, 2015  
To: James R. Wells, Clerk of the Board  
Department of Administration  
From: John Borrowman, Budget Analyst  
Budget Division  
Subject: BOARD OF EXAMINERS ACTION ITEM

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

**DEPARTMENT OF ADMINISTRATION, FLEET SERVICES DIVISION**

Agenda Item Write-up:


Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to replace one vehicle not to exceed \$18,640 due to a vehicle accident resulting in a total loss of the vehicle.

Additional Information:

This authorization will be funded with accident recovery funds, vehicle salvage proceeds, and the agency's reserves.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____

Brian Sandoval  
Governor



James R. Wells, CPA  
Director


Keith Wells  
Administrator

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Fleet Services Division*

750 East King Street | Carson City, Nevada 89701  
Phone: (775) 684-1880 | Fax: (775) 684-1888

**MEMORANDUM**

TO: John Borrowman, Budget Analyst 5

FROM: Keith Wells, Administrator 

DATE: July 1, 201

SUBJECT: BOE Agenda Request – 185YSF

John,

Attached is a Board of Examiners request to replace Fleet Services vehicle 185YSF which was totaled in an accident. 185YSF was assigned to the Gaming Control Board.

The accident was the drivers fault and we will be receiving insurance recovery monies from Risk Management as well as funds from the salvage value of the vehicle.

**Attachments:**

- Accident report
- BOE request
- Collision damage repair quote
- NADA vehicle value guide
- Replacement vehicle quote

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



Revised 7/13/10





State of Nevada  
**VEHICLE ACCIDENT REPORT  
 Agency Form**

For State Use Only:	
State Claim No.	_____
Budget Acct. No.	_____
Coverage	_____
Adjuster	_____

**INSTRUCTIONS:** (If you need more space, attach a separate sheet of paper)

- Complete as much information as possible at the scene.
- REPORT all accidents involving third parties**, whether or not there is damage or injury.
- Cooperate with investigating officer(s) and the State's adjuster(s).
- Notify Attorney General's Office ASAP if there is an injury. Tel.: (775) 684-1263; Fax: (775) 684-1275

- Sent original to AG's Office WITHIN 48 HOURS**  
 Claims Manager, Office of the Attorney General,  
 100 N. Carson Street, Carson City, NV 89701
- Sent copy to Risk Management WITHIN 48 HOURS**  
 Risk Management, 201 S. Roop Street, Suite 201,  
 Carson City, NV 89701

Date of Accident 6-5-15 Time 2:40 P.M. Location of Accident 601 + ARROWHEAD CC

**OUR INFORMATION:**

Driver's Name PHIL PASCIAK Agency GCB  
 Office Address 1919 COLLEGE PARKWAY - CARSON CITY Bus. phone 775-684-7900  
 Driver's Lic. No. 0202200149 State NV Expiration Date 12-5-16  
 Contact Person STAVE HELMAN Title SUPERVISOR Phone 775-684-7900

Is this a MOTOR POOL vehicle?  Yes  No Vehicle ID No. (VIN) 1G1Z45EU2BF269817

Plate No. 189YSE Year 2011 Make CHEVY Model MAZBU

Location of Vehicle FLEET SERVICES - CARSON CITY

Describe damage to State vehicle:  Windshield damage only; no other party involved  
EXTENSIVE FRONT END DAMAGE

**THEIR INFORMATION:** Self-insurance card provided to driver/owner?  Yes  No  
 TC-1 Claim form provided to driver/owner?  Yes  No (<http://ag.state.nv.us>)

OWNER'S NAME SEE ATTACHED Daytime Phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_ City/State \_\_\_\_\_

Insurance Agent \_\_\_\_\_ Phone No. \_\_\_\_\_

Plate No. \_\_\_\_\_ State \_\_\_\_\_ Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

DRIVER'S NAME \_\_\_\_\_ Daytime Phone \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Driver's Lic. No. \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Describe damage to other vehicle and any injuries reported \_\_\_\_\_

Event Number:		<b>STATE OF NEVADA TRAFFIC ACCIDENT REPORT SCENE INFORMATION SHEET</b> <small>Revised 1/14/04</small>				Accident Number: CCSO15-3676	
Code Revision: 01/01/2011						<input checked="" type="checkbox"/> 1) Property <input type="checkbox"/> 2) Injury <input type="checkbox"/> 3) Fatal	
<input checked="" type="checkbox"/> 1) Urban <input type="checkbox"/> 2) Rural	<input type="checkbox"/> 1) Emergency Use <input checked="" type="checkbox"/> 2) Office Report	<input type="checkbox"/> 1) Preliminary Report <input checked="" type="checkbox"/> 2) Initial Report	<input type="checkbox"/> 3) Resubmission <input type="checkbox"/> 4) Supplement Report	<input type="checkbox"/> 1) Hit and Run <input type="checkbox"/> 2) Private Property		Agency Name: CARSON CITY SO	
Collision Date 6 / 5 / 2015	Time 1439	Day FRI	Beat / Sector 2	<input checked="" type="checkbox"/> 1) County <input type="checkbox"/> 2) City CARSON CITY		Surface <input checked="" type="checkbox"/> 1) Asphalt <input type="checkbox"/> 2) Concrete <input type="checkbox"/> 3) Gravel <input type="checkbox"/> 4) Dirt <input type="checkbox"/> 5) Other	
Mile Marker	# Vehicles 3	# Non Motorists 0	# Occupants 3	# Fatalities 0	# Injured 0	# Restrained 3	Intersection <input type="checkbox"/> 1) Four Way <input type="checkbox"/> 2) > Four Way <input type="checkbox"/> 3) T <input type="checkbox"/> 4) Y <input type="checkbox"/> 5) Roundabout <input type="checkbox"/> 6) Other
Occurred On: (Highway # or Street Name) <input type="checkbox"/> 1) Parking Lot GONI RD							

<input type="checkbox"/> 1) At Intersection With: <input checked="" type="checkbox"/> 2) Or 29 <input checked="" type="checkbox"/> 3) East <input type="checkbox"/> 4) West <input checked="" type="checkbox"/> 5) Approximate NORTH Of (Cross Street) ARROWHEAD DR		Access Control <input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 2) Full <input type="checkbox"/> 3) Partial	
<b>Roadway Character</b> <input type="checkbox"/> 1) Curve & Grade <input type="checkbox"/> 2) Curve & Intersect <input type="checkbox"/> 3) Curve & Level <input type="checkbox"/> 4) Straight & Grade <input type="checkbox"/> 5) Straight & Hill/Crest <input checked="" type="checkbox"/> 6) Straight & Level <input type="checkbox"/> 7) Unknown <input type="checkbox"/> 8) Other		<b>Roadway Conditions</b> <input checked="" type="checkbox"/> 1) Dry <input type="checkbox"/> 7) Slush <input type="checkbox"/> 2) Ice <input type="checkbox"/> 8) Standing Water <input type="checkbox"/> 3) Wet <input type="checkbox"/> 9) Moving Water <input type="checkbox"/> 4) Snow <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 5) Sand / Mud / Oil / Dirt / Gravel <input type="checkbox"/> 6) Other	
<b>Total Thru Lanes</b> Main Road <input checked="" type="checkbox"/> 1) One <input type="checkbox"/> 2) Two <input type="checkbox"/> 3) Three <input type="checkbox"/> 4) Four <input type="checkbox"/> 5) Five <input type="checkbox"/> 6) > 5 Total All Lanes: 3		<b>Average Roadway Widths</b> Travel Lane: 12 Ft Storage / Turn Lane: 11 Ft Median: 0 Ft <b>Paved Shoulder</b> Inside: 0 Outside: 4	
<b>Roadway Grade</b> <input checked="" type="checkbox"/> 1) Not Determined <input type="checkbox"/> 2) Relatively Level Roadway <input type="checkbox"/> 3) Up Slope (+) <input type="checkbox"/> 4) Down Slope (-)		<b>Relative To</b> Grade %	

<b>Pavement Markings and Type</b> 1) Centerline, Broken Yellow 2) Centerline, Solid Yellow 3) Centerline, Double Yellow 4) Lane Line, Broken White 5) Lane Line, Solid White 6) No Marking, Either Direction 7) Turn Arrow Symbols 8) Center Turn Lane Line 9) Edge Line, Left, Yellow 10) Edge Line, Right, White <input type="checkbox"/> 11) Other		<b>Highway Description</b> <input checked="" type="checkbox"/> 1) Two-Way, Not Divided <input type="checkbox"/> 2) Two-Way, Divided, Unpro, Median <input type="checkbox"/> 3) Two-Way, Divided, Median Barrier <input type="checkbox"/> 4) One-Way, Not Divided <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) RT Road	
<b>Weather Conditions</b> <input type="checkbox"/> 1) Clear <input type="checkbox"/> 7) Fog, Smog, Smoke, Ash <input checked="" type="checkbox"/> 2) Cloudy <input type="checkbox"/> 8) Severe Crosswinds <input type="checkbox"/> 3) Snow <input type="checkbox"/> 9) Sleet / Hail <input type="checkbox"/> 4) Rain <input type="checkbox"/> 10) Unknown <input type="checkbox"/> 5) Blowing Sand, Dirt, Soil, Snow <input type="checkbox"/> 6) Other			

<b>Light Conditions</b> <input type="checkbox"/> 1) Dusk <input type="checkbox"/> 6) Dark - No Roadway Lighting <input type="checkbox"/> 2) Dawn <input type="checkbox"/> 7) Dark - Spot Roadway Lighting <input checked="" type="checkbox"/> 3) Daylight <input type="checkbox"/> 8) Dark - Continuous Roadway Lighting <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 9) Dark - Unknown Roadway Lighting <input type="checkbox"/> 5) Other		<b>Vehicle Collision Type</b> <input type="checkbox"/> 1) Head On <input type="checkbox"/> 5) Rear to Rear <input checked="" type="checkbox"/> 2) Rear End <input type="checkbox"/> 6) Sideswipe - Meeting <input type="checkbox"/> 3) Backing <input type="checkbox"/> 7) Sideswipe - Overtaking <input type="checkbox"/> 4) Angle <input type="checkbox"/> 8) Non-Collision <input type="checkbox"/> 9) Unknown	
<b>Location of First Event</b> <input checked="" type="checkbox"/> 1) Travel Lane <input type="checkbox"/> 8) Outside Shoulder <input type="checkbox"/> 11) Ramp <input type="checkbox"/> 2) Turn Lane <input type="checkbox"/> 7) Intersection <input type="checkbox"/> 12) Unknown <input type="checkbox"/> 3) Curb <input type="checkbox"/> 9) Private Property <input type="checkbox"/> 4) Median <input type="checkbox"/> 10) Roadside <input type="checkbox"/> 5) Inside Shoulder <input type="checkbox"/> 6) Other			

<b>Highway / Environment Factors</b> <input checked="" type="checkbox"/> 1) None <input type="checkbox"/> 7) Shoulders <input type="checkbox"/> 11) Ruts, Holes, Bumps <input type="checkbox"/> 2) Weather <input type="checkbox"/> 8) Road Obstruction <input type="checkbox"/> 12) Active Work Zone <input type="checkbox"/> 3) Debris <input type="checkbox"/> 9) Worn Traffic Surfaces <input type="checkbox"/> 13) Inactive Work Zone <input type="checkbox"/> 4) Signs <input type="checkbox"/> 10) Wet, Ice, Snow, Slush <input type="checkbox"/> 14) Animal In Roadway <input type="checkbox"/> 5) Other Highway <input type="checkbox"/> 15) Unknown <input type="checkbox"/> 6) Other Environmental		<b>Property Damage To Other Than Vehicle</b> Describe Property Damage: Owner's Name: <input type="checkbox"/> 1) Owner Notified Owner's Address: (Street Address City, State Zip) NV	
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Code #: 214	Description: MOTOR VEHICLE IN TRANSPORT
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**Description of Accident / Narrative**

VEHICLE 2 WAS NORTHBOUND ON GONI RD AFTER MAKING A RIGHT HAND TURN FROM ARROWHEAD DR. VEHICLE 3 WAS STOPPED IN THE SOUTHBOUND TRAVEL LANE OF GONI RD JUST NORTH OF ARROWHEAD DR, BEHIND TWO VEHICLE'S THAT WERE STOPPED AT THE STOP SIGN OF GONI RD AND ARROWHEAD DR (4 WAY STOP INTERSECTION). VEHICLE 1 WAS TRAVELING NORTHBOUND ON GONI RD AND FAILED TO MAKE A STOP

Investigation Complete <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		Photos Taken <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No		Scene Diagram <input type="checkbox"/> 1) Yes <input checked="" type="checkbox"/> 2) No		Statements <input checked="" type="checkbox"/> 1) Yes <input type="checkbox"/> 2) No # 3		Date Notified 6 / 5 / 2015		Time Notified 1439		Arrival Date 6 / 5 / 2015		Arrival Time 1445	
Investigator(s) Miller				ID Number 5412		Date 6 / 5 / 2015		Reviewed By Scott McDaniel		Date Reviewed 6 / 5 / 2015		Page 1 of 8			

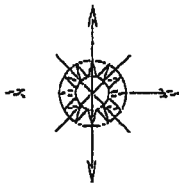
**Scene Information**

Event Number:	<b>STATE OF NEVADA</b> <b>TRAFFIC ACCIDENT REPORT</b> SCENE INFORMATION SHEET <small>Revised 1/14/04</small>	Accident Number: CCSO15-3676 <hr/> Agency Name: CARSON CITY SO
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**Description of Accident / Narrative Continuation**

AT THE STOP SIGN AT THIS INTERSECTION. VEHICLE 1 CONTINUED THROUGH THE INTERSECTION (NORTHBOUND) CRASHING INTO THE TRAILER THAT WAS ATTACHED TO VEHICLE 2. THIS CAUSED THE TRAILER TO JACK-KNIFE INTO THE MIDDLE OF THE INTERSECTION CAUSING DAMAGE TO VEHICLE 2 AND THE TRAILER. AFTER CRASHING INTO THE TRAILER OF VEHICLE 2, VEHICLE 1 WENT OFF TO THE LEFT OF THE TRAVEL LANE AND CRASHED INTO THE FRONT DRIVER SIDE OF VEHICLE 3

NO FURTHER INFORMATION.



Indicate North

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

**Scene Information**

Event Number:		<b>STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>			Accident Number: CCSO15-3676		
Vehicle # V1	# Occupants 1	<input checked="" type="checkbox"/> 1) At Fault <input type="checkbox"/> 2) Non Contact Vehicle		Agency Name: CARSON CITY SO			
Direction of Travel: <input checked="" type="checkbox"/> 1) North <input type="checkbox"/> 2) South <input type="checkbox"/> 3) East <input type="checkbox"/> 4) West <input type="checkbox"/> 5) Unknown		Highway / Street Name: GONI RD			Travel Lane #: 1		
Vehicle Action: <input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 2) Left Turn <input type="checkbox"/> 3) Right Turn <input type="checkbox"/> 4) U-Turn <input type="checkbox"/> 5) Wrong Way <input type="checkbox"/> 6) Passing <input type="checkbox"/> 7) Leaving Parked <input type="checkbox"/> 8) Legging Lane <input type="checkbox"/> 9) Enter Parked <input type="checkbox"/> 10) Lane Change <input type="checkbox"/> 11) Unknown <input type="checkbox"/> 12) Backing <input type="checkbox"/> 13) Right Turn <input type="checkbox"/> 14) Parked <input type="checkbox"/> 15) Stopped <input type="checkbox"/> 16) Entering Lane <input type="checkbox"/> 17) Other Turning <input type="checkbox"/> 18) Driverless Vehicle <input type="checkbox"/> 19) Other							
Driver: Last Name, First Name, Middle Name, Birth PASCIAK, PHILLIP AARON				Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address: 2646 GORDON AVE				Transported To:			
City: MINDEN		State / Country: <input checked="" type="checkbox"/> NV		Zip Code: 89423		Person Type: 1	
DOB: 12 / 5 / 1969		Phone Number: 5303183918		Seating Position: 1		Occupant Restraints: 7	
OLN: 0202200149		State: <input checked="" type="checkbox"/> NV		Injury Severity: 0		Injury Location:	
Class: <input type="checkbox"/> 1) DL <input checked="" type="checkbox"/> 2) CL		License Status: 0		Airbags: 3		Airbag Switch: Ejected: 0 Trapped: 0	
Compliance: <input type="checkbox"/> 1) Restrict <input type="checkbox"/> 2) Endorse		Endorsements:		Restrictions:			
Alcohol/Drug Involvement: <input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		Method of Determination (check up to 2): <input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 2) Urine Test <input type="checkbox"/> 3) Evidentiary Breath <input type="checkbox"/> 4) Blood Test <input type="checkbox"/> 5) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Test Result:			
Vehicle Year: 2011		Vehicle Make: CHEVROLET		Vehicle Model: MALIBU			
Plate / Permit No.: EX59684		State: <input checked="" type="checkbox"/> NV		Expiration Date: EX / EM / PT			
Vehicle Identification Number: 1G1ZA5EU2BF289817		Vehicle Type: HATCHBACK 4-DOOR		Vehicle Color: TAN			
Registered Owner Name: <input type="checkbox"/> 1) Same As Driver NEVADA, NEVADA STATE MO POOL				Driver Factors: <input type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 2) Had Been Drinking <input type="checkbox"/> 3) Drug Involvement <input checked="" type="checkbox"/> 4) Apparently Fatigued / Asleep <input type="checkbox"/> 5) Obstructed View <input type="checkbox"/> 6) Driver Ill / Injured <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 8) Driver Inattention / Distracted <input type="checkbox"/> 9) Physical Impairment <input type="checkbox"/> 10) Unknown			
Registered Owner Address: 750 E KING ST, CARSON CITY, NV 89701				Vehicle Factors: <input type="checkbox"/> 1) Failed To Yield Right Of Way <input type="checkbox"/> 2) Failed To Maintain Lane <input type="checkbox"/> 3) Inattention <input type="checkbox"/> 4) Exceeding Speed Limit <input type="checkbox"/> 5) Wrong Way / Direction <input type="checkbox"/> 6) Mechanical Defects <input type="checkbox"/> 7) Drove Left Of Center <input type="checkbox"/> 8) Other <input type="checkbox"/> 9) Failed To Maintain Lane <input type="checkbox"/> 10) Following Too Close <input type="checkbox"/> 11) Unsafe Lane Change <input type="checkbox"/> 12) Made Improper Turn <input type="checkbox"/> 13) Over Correct/Steering <input type="checkbox"/> 14) Other Improper Driving <input type="checkbox"/> 15) Aggressive / Reckless / Careless <input type="checkbox"/> 16) Drive/less Vehicle <input type="checkbox"/> 17) Unsafe Backing <input type="checkbox"/> 18) Ran Off Road <input type="checkbox"/> 19) Hit and Run <input type="checkbox"/> 20) Road Defect <input type="checkbox"/> 21) Object Avoidance <input type="checkbox"/> 22) Unknown			
Insurance Company Name: <input checked="" type="checkbox"/> 1) Insured STATE OF NEVADA				Damaged Areas: <input checked="" type="checkbox"/> 1) Front <input type="checkbox"/> 2) Right Side <input type="checkbox"/> 3) Left Side <input type="checkbox"/> 4) Rear <input type="checkbox"/> 5) Right Front <input type="checkbox"/> 6) Right Rear <input type="checkbox"/> 7) Top <input type="checkbox"/> 8) Under Carriage <input type="checkbox"/> 9) Left Front <input type="checkbox"/> 10) Left Rear <input type="checkbox"/> 11) Unknown <input type="checkbox"/> 12) Other			
Policy Number: STATE OF NEVADA		Effective: 1 / 1 / 2015		To: 1 / 1 / 2016			
Insurance Company Address or Phone Number: 7756841263							
<input type="checkbox"/> 1) Vehicle Towed		Towed By: CAPITAL TOWING					
Removed To: OWNERS RESIDENCE/REQUEST							
Traffic Control: 1) Speed Zone F 4) Stop Sign 2) Signal Light F 12) Yield Sign 3) Flashing Light 13) R. R. Sign 4) School Zone 14) R. R. Gates 5) Red Signal 15) R. R. Signal (S) 6) No Passing F 16) Marked Lanes 7) No Controls 17) Tire Chains/Snow Req. 8) Warning Sign 18) Permissive Green 9) Turn Signal <input type="checkbox"/> 19) Unknown 10) Other		Distance Traveled After Impact: 69 FEET		Speed Estimate: From To Limit 35		Extent Of Damage: <input type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Moderate <input checked="" type="checkbox"/> 3) Major <input type="checkbox"/> 4) Total <input type="checkbox"/> 5) None <input type="checkbox"/> 6) Unknown	
Sequence Of Events:							
Code #		Description			Collision With Fixed Object		
1st 214		MOTOR VEHICLE IN TRANSPORT			<input type="checkbox"/>		
2nd					<input type="checkbox"/>		
3rd					<input type="checkbox"/>		
4th					<input type="checkbox"/>		
5th					<input type="checkbox"/>		
Most Harmful Event		<input checked="" type="checkbox"/>					
Violation		STOP OR YIELD SIGN		NOC		Citation Number	
1) 10.12.030				3902			
Violation				NOC		Citation Number	
1) 10.12.030							
Investigator(s): Miller		ID Number: 5412		Date: 6 / 5 / 2015		Reviewed By: Scott McDaniel	
				Data Reviewed: 6 / 5 / 2015		Page: 3 of 8	

Vehicle Information

Event Number:	<b>STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>	Accident Number: CCSO15-3676
		Agency Name: CARSON CITY SO

Name: (Last Name, First Name, Middle Name Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other	
Street Address:		Transported To:	
City:	State / Country <input type="checkbox"/> 1) NV Zip Code:	Person Type:	Seating Position: Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: / / Phone Number:	Injury Severity:	Injury Location:
		Airbags:	Airbag Switch: Ejected: Trapped:

Name: (Last Name, First Name, Middle Name Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other	
Street Address:		Transported To:	
City:	State / Country <input type="checkbox"/> 1) NV Zip Code:	Person Type:	Seating Position: Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: / / Phone Number:	Injury Severity:	Injury Location:
		Airbags:	Airbag Switch: Ejected: Trapped:

Name: (Last Name, First Name, Middle Name Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other	
Street Address:		Transported To:	
City:	State / Country <input type="checkbox"/> 1) NV Zip Code:	Person Type:	Seating Position: Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: / / Phone Number:	Injury Severity:	Injury Location:
		Airbags:	Airbag Switch: Ejected: Trapped:

<input type="checkbox"/> 1) Trailing Unit 1 VIN:	Plate:	State: <input type="checkbox"/> 1) NV	Type:
<input type="checkbox"/> 1) Trailing Unit 2 VIN:	Plate:	State: <input type="checkbox"/> 1) NV	Type:
<input type="checkbox"/> 1) Trailing Unit 3 VIN:	Plate:	State: <input type="checkbox"/> 1) NV	Type:

<b>Commercial Vehicle Configuration</b>		<input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus
<input type="checkbox"/> 1) Bus, 9 - 16 Occupants <input type="checkbox"/> 2) Bus, > 16 Occupants <input type="checkbox"/> 3) Single 2 Axle and 6 Tire <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 5) Any 4 Tire Vehicle <input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 10) Truck with Trailer <input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 14) Other Heavy Vehicle	<b>Source</b>	
	<input type="checkbox"/> 1) Driver <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 3) Shipping Papers / Trip Manifest	<input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 6) Other

Carrier Name:	<b>Power Unit GVWR</b>		<input type="checkbox"/> 1) Haz-Mat
Carrier Street Address:	<input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 25,000 Lbs <input type="checkbox"/> 3) ≥ 25,000 Lbs	<input type="checkbox"/> 2) Released	
	City:	State: <input type="checkbox"/> 1) NV	Zip:

<b>Cargo Body Type</b>			Haz-Mat ID #:	Type of Carrier	NAS Safety Report #:
<input type="checkbox"/> 1) Pole <input type="checkbox"/> 2) Tank <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 4) Dump <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 10) Not Applicable <input type="checkbox"/> 11) Grain, Gravel Chute <input type="checkbox"/> 12) Bus, 9 - 16 Occupants <input type="checkbox"/> 13) Bus, > 16 Occupants <input type="checkbox"/> 14) Other	Hazard Classification #:	<input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None	Carrier Number:		

**Vehicle Information**

Event Number:		<b>STATE OF NEVADA</b> <b>TRAFFIC ACCIDENT REPORT</b> <b>VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>			Accident Number: CCSO15-3676																										
Vehicle # V2	# Occupants 1				<input type="checkbox"/> (1) At Fault <input type="checkbox"/> (2) Non Contact Vehicle		Agency Name: CARSON CITY SO																								
Direction of Travel: <input checked="" type="checkbox"/> (1) North <input type="checkbox"/> (2) South <input type="checkbox"/> (3) East <input type="checkbox"/> (4) West <input type="checkbox"/> (5) Unknown			Highway / Street Name: GONI RD			Travel Lane #: 1																									
Vehicle Action: <input checked="" type="checkbox"/> (1) Straight <input type="checkbox"/> (2) Left Turn <input type="checkbox"/> (3) U-Turn <input type="checkbox"/> (4) Right Turn <input type="checkbox"/> (5) Parked <input type="checkbox"/> (6) Stopped <input type="checkbox"/> (7) Wrong Way <input type="checkbox"/> (8) Leaving Parked <input type="checkbox"/> (9) Entering Lane <input type="checkbox"/> (10) Other Turning <input type="checkbox"/> (11) Leaving Lane <input type="checkbox"/> (12) Entering Lane <input type="checkbox"/> (13) Leaving Lane <input type="checkbox"/> (14) Other Turning <input type="checkbox"/> (15) Driverless Vehicle <input type="checkbox"/> (16) Other																															
Driver: <i>Last Name, First Name, Middle Name Suffix</i> MAGOON, HAROLD RAYMOND				Transported By: <input checked="" type="checkbox"/> (1) Not Transported <input type="checkbox"/> (2) EMS <input type="checkbox"/> (3) Police <input type="checkbox"/> (4) Unknown <input type="checkbox"/> (5) Other																											
Street Address: 4255 COMSTOCK DR				Transported To:																											
City: WINNEMUCCA		State / Country: <input checked="" type="checkbox"/> (1) NV		Zip Code: 89445		Person Type: 1																									
<input checked="" type="checkbox"/> (1) Male <input type="checkbox"/> (2) Female <input type="checkbox"/> (3) Unknown		DOB: 7 / 4 / 1974		Phone Number: 7753043394		Seating Position: 1 Occupant Restraints: 7																									
OJN: 1201072787		State: <input checked="" type="checkbox"/> (1) NV		Class: <input checked="" type="checkbox"/> (1) CPL <input type="checkbox"/> (2) DL		Injury Severity: 0 Injury Location:																									
Compliance: <input type="checkbox"/> (1) Seatbelt <input type="checkbox"/> (2) Endorse		Endorsements		Restrictions		Airbags: 0 Airbag Switch: Ejected: 0 Trapped: 0																									
Alcohol/Drug Involvement: <input checked="" type="checkbox"/> (1) Not Involved <input type="checkbox"/> (2) Suspected Impairment <input type="checkbox"/> (3) Alcohol <input type="checkbox"/> (4) Drugs <input type="checkbox"/> (5) Unknown		Method of Determination (check up to 2): <input type="checkbox"/> (1) Field Sobriety Test <input type="checkbox"/> (2) Evidentiary Breath <input type="checkbox"/> (3) Driver Admission <input type="checkbox"/> (4) Urine Test <input type="checkbox"/> (5) Blood Test <input type="checkbox"/> (6) Preliminary Breath Test		Test Results:		<b>Driver Factors</b> <input checked="" type="checkbox"/> (1) Apparently Normal <input type="checkbox"/> (2) Had Been Drinking <input type="checkbox"/> (3) Drug Involvement <input type="checkbox"/> (4) Apparently Fatigued / Asleep <input type="checkbox"/> (5) Obstructed View <input type="checkbox"/> (6) Driver Ill / Injured <input type="checkbox"/> (7) Other Improper Driving <input type="checkbox"/> (8) Driver Inattention / Distracted <input type="checkbox"/> (9) Physical Impairment <input type="checkbox"/> (10) Unknown																									
Vehicle Year: 2009		Vehicle Make: FORD		Vehicle Model: F350 SUPER DUTY		Vehicle Type: PICKUP																									
Plate / Permit No.: 695WRG		State: <input checked="" type="checkbox"/> (1) NV		Expiration Date: 4 / 13 / 2016		Vehicle Color: WHI																									
Vehicle Identification Number: 1FTWW31R69EB19114																															
Registered Owner Name: MAGOON, HAROLD RAYMOND																															
Registered Owner Address: 4255 COMSTOCK DR, WINNEMUCCA, NV 89445-9384																															
Insurance Company Name: <input checked="" type="checkbox"/> (1) Insured ACORD																															
Policy Number: 70TRS047345		Effective: 4 / 9 / 2015		To: 4 / 9 / 2016		Insurance Company Address or Phone Number: PO BOX 219 OAK HARBOR, OH 43449																									
<input type="checkbox"/> (1) Vehicle Towed		Towed By:		Removed To:		<b>Vehicle Factors</b> <input type="checkbox"/> (1) Failed To Yield Right Of Way <input type="checkbox"/> (2) Disregard Control Devices <input type="checkbox"/> (3) Too Fast For Conditions <input type="checkbox"/> (4) Exceeding Speed Limit <input type="checkbox"/> (5) Wrong Way / Direction <input type="checkbox"/> (6) Mechanical Defects <input type="checkbox"/> (7) Drove Left Of Center <input type="checkbox"/> (8) Other <input type="checkbox"/> (9) Failed To Maintain Lane <input type="checkbox"/> (10) Following Too Close <input type="checkbox"/> (11) Unsafe Lane Change <input type="checkbox"/> (12) Made Improper Turn <input type="checkbox"/> (13) Over Correct Steering <input type="checkbox"/> (14) Other Improper Driving <input type="checkbox"/> (15) Aggressive / Reckless / Careless <input type="checkbox"/> (16) Driverless Vehicle <input type="checkbox"/> (17) Unsafe Backing <input type="checkbox"/> (18) Ran Off Road <input type="checkbox"/> (19) Hit and Run <input type="checkbox"/> (20) Road Defect <input type="checkbox"/> (21) Object Avoidance <input type="checkbox"/> (22) Unknown																									
<b>Traffic Control</b> <input type="checkbox"/> (1) Speed Zone <input type="checkbox"/> (2) Signal Light <input type="checkbox"/> (3) Flashing Light <input type="checkbox"/> (4) School Zone <input type="checkbox"/> (5) Part. Signal <input type="checkbox"/> (6) No Passing <input type="checkbox"/> (7) No Controls <input type="checkbox"/> (8) Warning Sign <input type="checkbox"/> (9) Turn Signal <input type="checkbox"/> (10) Other <input type="checkbox"/> (11) Stop Sign <input type="checkbox"/> (12) Yield Sign <input type="checkbox"/> (13) G. R. Sign <input type="checkbox"/> (14) R. R. Cates <input type="checkbox"/> (15) R. R. Signal <input type="checkbox"/> (16) Marked Lanes <input type="checkbox"/> (17) Tire Chains/Snow Req. <input type="checkbox"/> (18) Permissive Green <input type="checkbox"/> (19) Unknown		Distance Traveled After Impact: MOVED		Speed Estimate: From To Limit 35		Extent Of Damage: <input type="checkbox"/> (1) Minor <input checked="" type="checkbox"/> (2) Moderate <input type="checkbox"/> (3) Major <input type="checkbox"/> (4) Total <input type="checkbox"/> (5) None <input type="checkbox"/> (6) Unknown																									
<b>Damaged Areas</b> <input type="checkbox"/> (1) Front <input type="checkbox"/> (2) Right Side <input type="checkbox"/> (3) Left Side <input type="checkbox"/> (4) Rear <input type="checkbox"/> (5) Right Front <input type="checkbox"/> (6) Right Rear <input type="checkbox"/> (7) Top <input type="checkbox"/> (8) Under Carriage <input type="checkbox"/> (9) Left Front <input checked="" type="checkbox"/> (10) Left Rear <input type="checkbox"/> (11) Unknown <input type="checkbox"/> (12) Other																															
<b>Sequence Of Events</b> <table border="1"> <thead> <tr> <th>Code #</th> <th>Description</th> <th>Collision With Fixed Object</th> <th>Most Harmful Event</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>214 MOTOR VEHICLE IN TRANSPORT</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>2nd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>3rd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>								Code #	Description	Collision With Fixed Object	Most Harmful Event	1st	214 MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2nd		<input type="checkbox"/>	<input type="checkbox"/>	3rd		<input type="checkbox"/>	<input type="checkbox"/>	4th		<input type="checkbox"/>	<input type="checkbox"/>	5th		<input type="checkbox"/>	<input type="checkbox"/>
Code #	Description	Collision With Fixed Object	Most Harmful Event																												
1st	214 MOTOR VEHICLE IN TRANSPORT	<input type="checkbox"/>	<input checked="" type="checkbox"/>																												
2nd		<input type="checkbox"/>	<input type="checkbox"/>																												
3rd		<input type="checkbox"/>	<input type="checkbox"/>																												
4th		<input type="checkbox"/>	<input type="checkbox"/>																												
5th		<input type="checkbox"/>	<input type="checkbox"/>																												
<input type="checkbox"/> (1) NRS <input type="checkbox"/> (2) CFR <input type="checkbox"/> (3) CC / MC <input type="checkbox"/> (4) Pending (1)		Violation		NOC		Citation Number																									
<input type="checkbox"/> (1) NRS <input type="checkbox"/> (2) CFR <input type="checkbox"/> (3) CC / MC (2)		Violation		NOC		Citation Number																									
Investigator(s): Miller		ID Number: 5412	Date: 6 / 5 / 2015	Reviewed By: Scott McDaniel		Date Reviewed: 6 / 5 / 2015	Page: 5 of 8																								

Vehicle Information

Event Number:		STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET Revised 1/1/04		Accident Number: CCSO15-3676	
Name: (Last Name, First Name, Middle Name - Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other		Agency Name: CARSON CITY SO	
Street Address:		Transported To:			
City:		State / Country <input type="checkbox"/> 1) NV Zip Code:		Person Type: Seating Position: Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female DOB: / / Phone Number:		Injury Severity: Injury Location:		Airbags: Airbag Switch: Ejected: Trapped:	
Name: (Last Name, First Name, Middle Name - Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:		State / Country <input type="checkbox"/> 1) NV Zip Code:		Person Type: Seating Position: Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female DOB: / / Phone Number:		Injury Severity: Injury Location:		Airbags: Airbag Switch: Ejected: Trapped:	
Name: (Last Name, First Name, Middle Name - Suffix)		Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:		Transported To:			
City:		State / Country <input type="checkbox"/> 1) NV Zip Code:		Person Type: Seating Position: Occupant Restraints:	
<input type="checkbox"/> 1) Male <input type="checkbox"/> 2) Unknown <input type="checkbox"/> 3) Female DOB: / / Phone Number:		Injury Severity: Injury Location:		Airbags: Airbag Switch: Ejected: Trapped:	
<input checked="" type="checkbox"/> 4) Trailing Unit 1 VIN: 5PDGD3022FR013878 <input type="checkbox"/> 1) Trailing Unit 2 VIN: <input type="checkbox"/> 1) Trailing Unit 3 VIN:		Plate: 51426W State: <input checked="" type="checkbox"/> 1) NV Type: FLATBED OR PLATFORM Plate: State: <input type="checkbox"/> 1) NV Type: Plate: State: <input type="checkbox"/> 1) NV Type:			
Commercial Vehicle Configuration: <input checked="" type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus					
<input type="checkbox"/> 1) Bus, 9 - 16 Occupants <input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 2) Bus, > 16 Occupants <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 3) Single 2 Axle and 6 Tires <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 9) Tractor / Tripsie <input type="checkbox"/> 14) Other Heavy Vehicle <input type="checkbox"/> 5) Any 4 Tire Vehicle <input checked="" type="checkbox"/> 10) Truck with Trailer			Source <input checked="" type="checkbox"/> 1) Driver <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 5) Side Of Vehicle <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 6) Other		
Carrier Name: MAGOON, HAROLD		Power Unit GVWR <input type="checkbox"/> 1) ≤ 10,000 Lbs <input checked="" type="checkbox"/> 2) 10,000 - 26,000 Lbs <input type="checkbox"/> 3) ≥ 26,000 Lbs		<input type="checkbox"/> 1) Haz-Mat <input type="checkbox"/> 2) Released	
Carrier Street Address: 4255 COMSTOCK DR		City: WINNEMUCCA		State: <input checked="" type="checkbox"/> 1) NV Zip: 89445	
Cargo Body Type		Haz-Mat ID #:		Type of Carrier	
<input type="checkbox"/> 1) Pole <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chpts <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 16 Occupants <input checked="" type="checkbox"/> 3) Flatbed <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable		Hazard Classification #:		<input checked="" type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOT <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None	
				NAS Safety Report #:	
				Carrier Number: 2592353	
				Page 6 of 8	

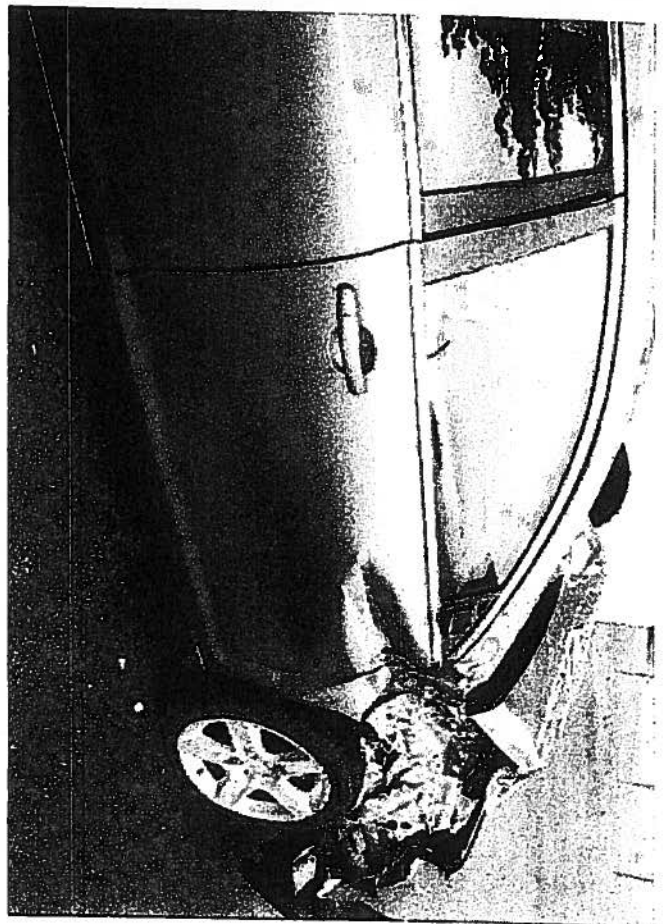
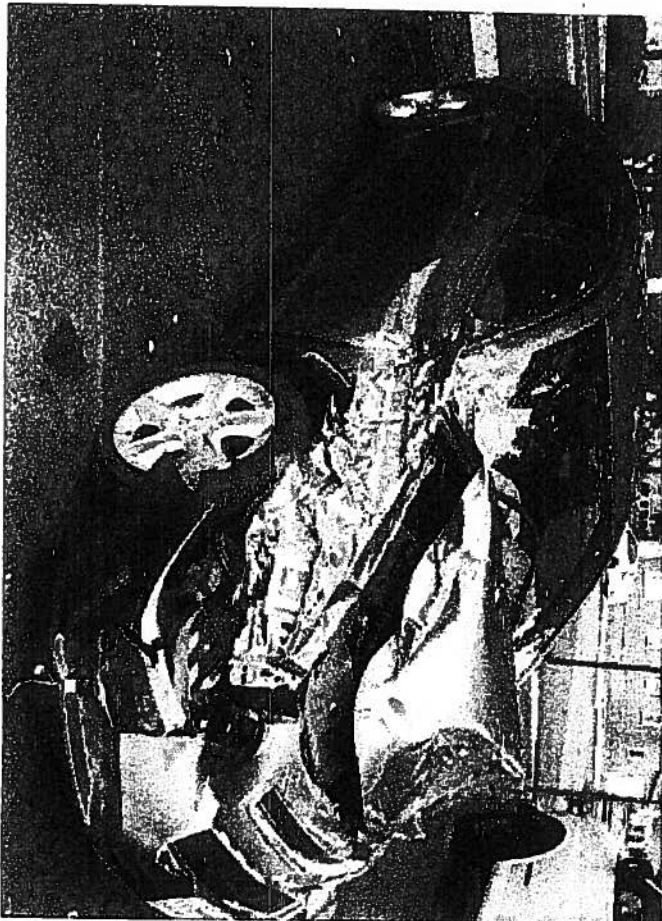
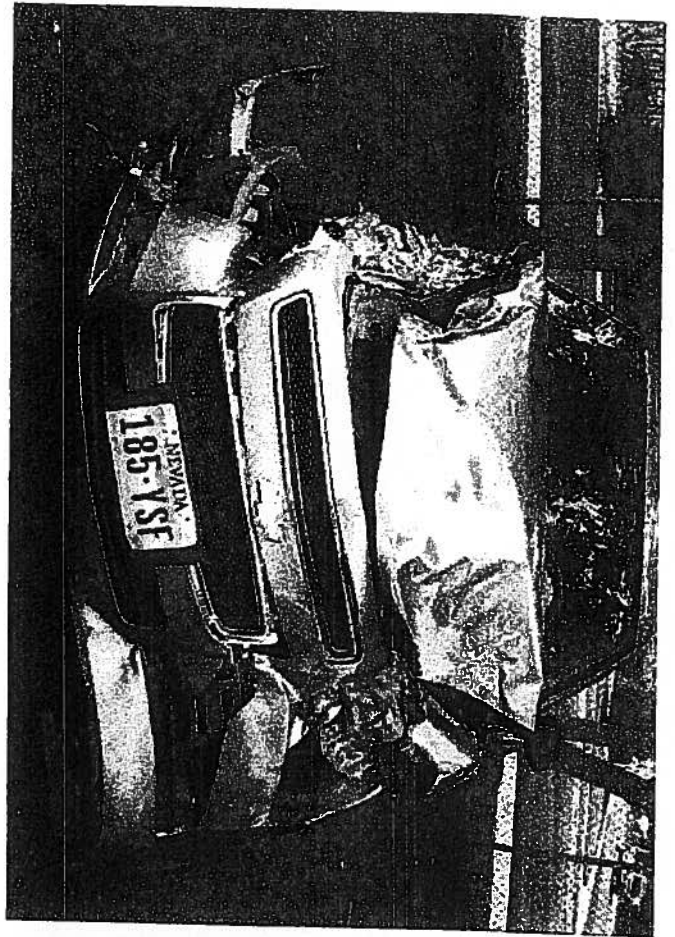
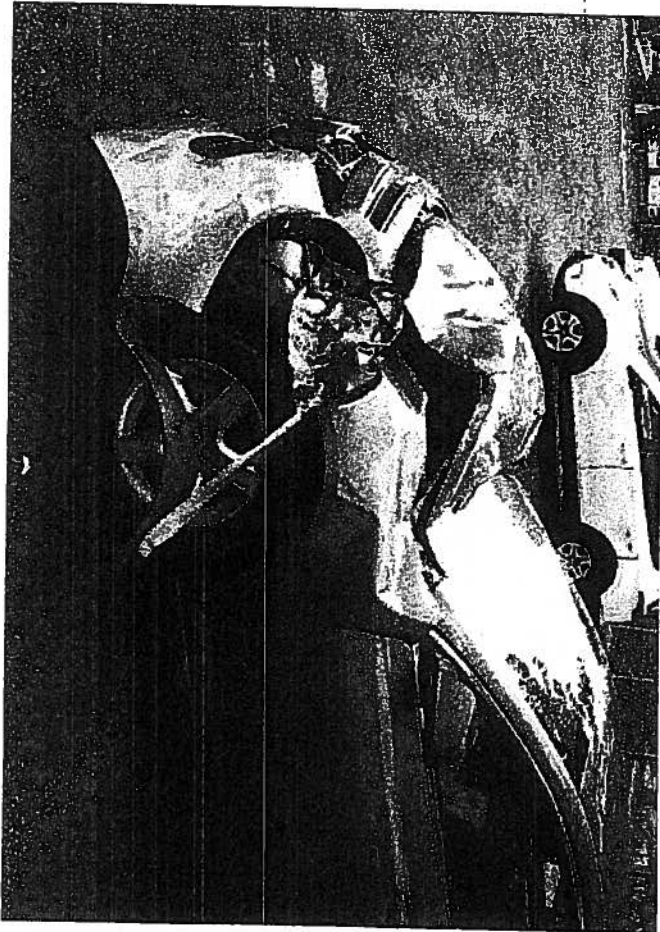
Vehicle Information

Event Number:		<b>STATE OF NEVADA</b> <b>TRAFFIC ACCIDENT REPORT</b> <b>VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>			Accident Number: CCSO15-3676																										
Vehicle # V3	# Occupants 1				<input type="checkbox"/> 1) At Fault <input checked="" type="checkbox"/> 2) Non Contact Vehicle		Agency Name: CARSON CITY SO																								
Direction: <input type="checkbox"/> 1) North <input type="checkbox"/> 3) East <input type="checkbox"/> 5) Unknown of Travel: <input checked="" type="checkbox"/> 2) South <input type="checkbox"/> 4) West			Highway / Street Name: GOLF RD			Travel Lane #: 1																									
Vehicle: <input checked="" type="checkbox"/> 1) Straight <input type="checkbox"/> 3) Left Turn <input type="checkbox"/> 4) U-Turn <input type="checkbox"/> 7) Wrong Way <input type="checkbox"/> 9) Passing <input type="checkbox"/> 11) Leaving Parked <input type="checkbox"/> 13) Leaving Lane <input type="checkbox"/> 15) Enter Parked <input type="checkbox"/> 17) Lane Change <input type="checkbox"/> 18) Unknown Action: <input type="checkbox"/> 2) Backing <input type="checkbox"/> 4) Right Turn <input type="checkbox"/> 5) Parked <input type="checkbox"/> 8) Stopped <input type="checkbox"/> 10) Backing <input type="checkbox"/> 12) Entering Lane <input type="checkbox"/> 14) Other Turning <input type="checkbox"/> 16) Reverse Vehicle <input type="checkbox"/> 18) Other																															
Driver: (Last Name, First Name, Middle Name, Suffix) CONWAY, GALEN WAYNE				Transported By: <input checked="" type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other																											
Street Address: 850 E WILLIAM ST Apt# 17				Transported To:																											
City: CARSON CITY		State / Country: <input checked="" type="checkbox"/> 1) NV		Zip Code: 89701																											
<input checked="" type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female		DOB: 2 / 10 / 1956		Phone Number: 7753152317		Person Type: 1																									
OLN: 0800530139		State: <input checked="" type="checkbox"/> 1) NV		Class: <input type="checkbox"/> 1) CDL <input checked="" type="checkbox"/> 2) DL		License Status: 0																									
Compliance: <input type="checkbox"/> 1) Restrict <input type="checkbox"/> 2) Endorse		Endorsements:		Restrictions:		Seating Position: 1																									
<input checked="" type="checkbox"/> 1) Not Involved <input type="checkbox"/> 2) Suspected Impairment <input type="checkbox"/> 3) Alcohol <input type="checkbox"/> 4) Drugs <input type="checkbox"/> 5) Unknown		<input type="checkbox"/> 1) Field Sobriety Test <input type="checkbox"/> 4) Urine Test <input type="checkbox"/> 2) Evidentiary Breath <input type="checkbox"/> 5) Blood Test <input type="checkbox"/> 3) Driver Admission <input type="checkbox"/> 6) Preliminary Breath Test		Test Results:		Occupant Restraints: 7																									
<input checked="" type="checkbox"/> 1) Apparently Normal <input type="checkbox"/> 2) Had Been Drinking <input type="checkbox"/> 3) Drug Involvement <input type="checkbox"/> 4) Apparently Fatigued / Asleep <input type="checkbox"/> 6) Obstructed View		<input type="checkbox"/> 6) Driver ID / Injured <input type="checkbox"/> 7) Other Improper Driving <input type="checkbox"/> 8) Driver Inattention / Distracted <input type="checkbox"/> 9) Physical Impairment <input type="checkbox"/> 10) Unknown		Injury Severity: 0		Injury Location:																									
Airbags: 2		Airbag Switch:		Ejected: 0		Trapped: 0																									
Vehicle Year: 1996		Vehicle Make: FORD		Vehicle Model: F150		Vehicle Type: PICKUP																									
Plate / Permit No.: 098AMA		State: <input checked="" type="checkbox"/> 1) NV		Expiration Date: 11 / 2 / 2015		Vehicle Color: GRN																									
Vehicle Identification Number: 1FTEF15Y0TLA80413																															
Registered Owner Name: <input type="checkbox"/> 1) Same As Driver CONWAY, GALEN WAYNE																															
Registered Owner Address: 2021 LONE MOUNTAIN DR APT 6, CARSON CITY, NV NV																															
Insurance Company Name: <input checked="" type="checkbox"/> 1) Insured PROGRESSIVE																															
Policy Number: 901840477		Effective: 4 / 16 / 2015		To: 10 / 16 / 2015																											
Insurance Company Address or Phone Number: 800-274-4499																															
<input type="checkbox"/> 1) Vehicle Towed		Towed By:																													
Removed To:																															
<b>Traffic Control</b> F 1) Speed Zone F 11) Stop Sign 2) Signal Light 12) Yield Sign 3) Flashing Light 13) R. R. Sign 4) School Zone 14) R. R. Gates 5) Red Signal 15) R. R. Signal <input checked="" type="checkbox"/> 6) No Passing F 16) Marked Lanes 7) No Controls 17) Tire Chains/Snow Req. 8) Warning Sign 18) Permissive Green 9) Turn Signal <input type="checkbox"/> 19) Unknown 10) Other				Distance Traveled After Impact: 0 FEET		Speed Estimate: From To Limit 35																									
<input type="checkbox"/> 1) Minor <input type="checkbox"/> 2) Moderate <input type="checkbox"/> 3) Major <input type="checkbox"/> 4) Total <input type="checkbox"/> 5) None <input type="checkbox"/> 6) Unknown		Extent Of Damage																													
<b>Damaged Areas</b> <input type="checkbox"/> 1) Front <input type="checkbox"/> 2) Right Side <input type="checkbox"/> 3) Left Side <input type="checkbox"/> 4) Rear <input type="checkbox"/> 5) Right Front <input type="checkbox"/> 6) Right Rear <input type="checkbox"/> 7) Top <input type="checkbox"/> 8) Under Chassis <input checked="" type="checkbox"/> 9) Left Front <input type="checkbox"/> 10) Left Rear <input type="checkbox"/> 11) Unknown <input type="checkbox"/> 12) Other																															
<b>Sequence Of Events</b> <table border="1"> <thead> <tr> <th>Code #</th> <th>Description</th> <th>Collision With Fixed Object</th> <th>Most Harmful Event</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>217 SLOW/STOPPED VEHICLE</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>2nd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>3rd</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5th</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>								Code #	Description	Collision With Fixed Object	Most Harmful Event	1st	217 SLOW/STOPPED VEHICLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2nd		<input type="checkbox"/>	<input type="checkbox"/>	3rd		<input type="checkbox"/>	<input type="checkbox"/>	4th		<input type="checkbox"/>	<input type="checkbox"/>	5th		<input type="checkbox"/>	<input type="checkbox"/>
Code #	Description	Collision With Fixed Object	Most Harmful Event																												
1st	217 SLOW/STOPPED VEHICLE	<input type="checkbox"/>	<input checked="" type="checkbox"/>																												
2nd		<input type="checkbox"/>	<input type="checkbox"/>																												
3rd		<input type="checkbox"/>	<input type="checkbox"/>																												
4th		<input type="checkbox"/>	<input type="checkbox"/>																												
5th		<input type="checkbox"/>	<input type="checkbox"/>																												
<input type="checkbox"/> 1) MRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC/MC <input type="checkbox"/> 4) Pending (1)		Violation		NOC		Citation Number																									
<input type="checkbox"/> 1) MRS <input type="checkbox"/> 2) CFR <input type="checkbox"/> 3) CC/MC (2)		Violation		NOC		Citation Number																									
Investigator(s) Miller		ID Number 5412		Date 6 / 5 / 2015		Reviewed By Scott McDaniel																									
				Date Reviewed 6 / 5 / 2015		Page 7 of 8																									

Vehicle Information



Event Number:		<b>STATE OF NEVADA TRAFFIC ACCIDENT REPORT VEHICLE INFORMATION SHEET</b> <small>Revised 1/14/04</small>			Accident Number: CCSO15-3676	
					Agency Name: CARSON CITY SO	
Name: <small>(Last Name, First Name, Middle Name Suffix)</small>			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:			Transported To:			
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:		Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: / /	Phone Number:		Injury Severity:	Injury Location:	
			Airbags:	Airbag Switch:	Ejector:	Trapped:
Name: <small>(Last Name, First Name, Middle Name Suffix)</small>			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:			Transported To:			
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:		Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: / /	Phone Number:		Injury Severity:	Injury Location:	
			Airbags:	Airbag Switch:	Ejected:	Trapped:
Name: <small>(Last Name, First Name, Middle Name Suffix)</small>			Transported By: <input type="checkbox"/> 1) Not Transported <input type="checkbox"/> 2) EMS <input type="checkbox"/> 3) Police <input type="checkbox"/> 4) Unknown <input type="checkbox"/> 5) Other			
Street Address:			Transported To:			
City:	State / Country <input type="checkbox"/> 1) NV	Zip Code:		Person Type:	Seating Position:	Occupant Restraints:
<input type="checkbox"/> 1) Male <input type="checkbox"/> 3) Unknown <input type="checkbox"/> 2) Female	DOB: / /	Phone Number:		Injury Severity:	Injury Location:	
			Airbags:	Airbag Switch:	Ejected:	Trapped:
<input type="checkbox"/> 1) Trailing Unit 1	VIN:		Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<input type="checkbox"/> 1) Trailing Unit 2	VIN:		Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<input type="checkbox"/> 1) Trailing Unit 3	VIN:		Plate:	State: <input type="checkbox"/> 1) NV	Type:	
<b>Commercial Vehicle Configuration</b>			<input type="checkbox"/> 1) Commercial Vehicle <input type="checkbox"/> 2) School Bus			
<input type="checkbox"/> 1) Bus, 9 - 15 Occupants <input type="checkbox"/> 6) Tractor Only <input type="checkbox"/> 11) Tractor / Semi Trailer <input type="checkbox"/> 2) Bus, > 15 Occupants <input type="checkbox"/> 7) Tractor / Trailer <input type="checkbox"/> 12) Passenger Vehicle, (Haz-Mat) <input type="checkbox"/> 3) Single 2 Axle and 6 Tire <input type="checkbox"/> 8) Tractor / Doubles <input type="checkbox"/> 13) Light Truck, (Haz-Mat) <input type="checkbox"/> 4) Single > 3 Axle <input type="checkbox"/> 9) Tractor / Triples <input type="checkbox"/> 14) Other Heavy Vehicle <input type="checkbox"/> 5) Any 4 Tire Vehicle <input type="checkbox"/> 10) Truck with Trailer			<b>Source</b>			
			<input type="checkbox"/> 1) Driver <input type="checkbox"/> 4) State Reg. <input type="checkbox"/> 2) Log Book <input type="checkbox"/> 5) Side of Vehicle <input type="checkbox"/> 3) Shipping Papers / Trip Manifest <input type="checkbox"/> 6) Other			
Carrier Name:			Power Unit GVWR		<input type="checkbox"/> 1) In-Use <input type="checkbox"/> 2) Released	
Carrier Street Address:			<input type="checkbox"/> 1) ≤ 10,000 Lbs <input type="checkbox"/> 2) 10,000 - 28,000 Lbs <input type="checkbox"/> 3) ≥ 28,000 Lbs		City:	
			State: <input type="checkbox"/> 1) NV		Zip:	
<b>Vehicle Information</b>						
<b>Cargo Body Type</b> <input type="checkbox"/> 1) Pole <input type="checkbox"/> 6) Van / Box <input type="checkbox"/> 11) Grain, Gravel Chips <input type="checkbox"/> 2) Tank <input type="checkbox"/> 7) Concrete Mixer <input type="checkbox"/> 12) Bus, 9 - 15 Occupants <input type="checkbox"/> 3) Flatbed <input type="checkbox"/> 8) Auto Carrier <input type="checkbox"/> 13) Bus, > 15 Occupants <input type="checkbox"/> 4) Dump <input type="checkbox"/> 9) Garbage/Refuse <input type="checkbox"/> 14) Other <input type="checkbox"/> 5) Unknown <input type="checkbox"/> 10) Not Applicable			Haz-Mat ID #:		Type of Carrier	
			Hazard Classification #:		<input type="checkbox"/> 1) Single State <input type="checkbox"/> 2) USDOY <input type="checkbox"/> 3) Canada <input type="checkbox"/> 4) Mexico <input type="checkbox"/> 5) None	
			NAS Safety Report #:		Carrier Number:	
					Page 8 of 8	



**VCM COLLISION CENTER**  
 "Our Goal is to be Your Shop of Choice"  
 4251 US HIGHWAY 50 EAST, CARSON CITY, NV  
 89701  
 Phone: (775) 885-1415  
 FAX: (775) 885-1444

Workfile ID: a7f87707  
 Federal ID: 88-0237714

**Preliminary Estimate**

**Customer: STATE OF NEVADA DOA FLEET SERVICES**

Written By: MARK COLEMAN

Insured: STATE OF NEVADA DOA FLEET SERVICES Policy #: Claim #:  
 Type of Loss: Date of Loss: Days to Repair: 0  
 Point of Impact: 12 Front

**Owner:** STATE OF NEVADA DOA FLEET SERVICES  
 750 EAST KING STREET  
 CARSON CITY, NV 89701  
 (775) 684-1885 Business

**Inspection Location:** VCM COLLISION CENTER  
 4251 US HIGHWAY 50 EAST  
 CARSON CITY, NV 89701  
 Repair Facility  
 (775) 885-1415 Day

**Insurance Company:** FLEET SERVICES

**VEHICLE**

Year: 2011 Body Style: 4D SED VIN: 1G1ZA5EU2BF269817 Mileage In:  
 Make: CHEV Engine: 4-2.4L-FI License: 18YSF Mileage Out:  
 Model: MALIBU LS FLEET Production Date: 12/2010 State: NV Vehicle Out:  
 Color: GOLD Int: Condition: Poor Job #:

**TRANSMISSION**

Automatic Transmission  
Overdrive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

**DECOR**

Dual Mirrors  
Tinted Glass  
Console/Storage

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Telescopic Wheel

**RADIO**

AM Radio  
FM Radio

**Stereo**

Search/Seek  
CD Player  
Auxiliary Audio Connection  
Satellite Radio

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Communications System

**Hands Free Device**

**SEATS**

Cloth Seats  
Bucket Seats

**WHEELS**

Wheel Covers

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control  
Stability Control  
Power Trunk/Gate Release

**Preliminary Estimate**

**Customer: STATE OF NEVADA DOA FLEET SERVICES**

Vehicle: 2011 CHEV MALIBU LS FLEET 4D SED 4-2.4L-FI GOLD

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER &amp; GRILLE</b>					
2		O/H front bumper					
3	** <>	Repl A/M Bumper cover	20832808	1	243.00	2.5	
4		Add for Clear Coat				Incl.	3.4
5		Repl RT Retainer plate					1.4
6		Repl LT Retainer plate	25925961	1	11.25	Incl.	
7		Repl RT Inner bracket	25925960	1	11.25	Incl.	
8		Repl LT Inner bracket	25993225	1	16.75	Incl.	
9		Repl Upper support	25993224	1	16.75	Incl.	
10		Repl Center support	25858956	1	57.53	0.2	
11		Repl Energy absorber	25913452	1	25.10	0.1	
12		Repl Emblem	15823697	1	57.53	Incl.	
13	**	Repl A/M CAPA Lower vent	22909142	1	51.07	Incl.	
14		Repl License bracket	15823704	1	32.00	Incl.	
15		Repl Impact bar (UHS)	15823714	1	31.50	0.2	
16		Repl Splash shield	25916005	1	208.67 s	1.5	
17		Repl Temp sensor	15826166	1	35.40	Incl.	
18		Repl Temp sensor retainer	25775833	1	6.13	0.2	
19		Repl Temp sensor bracket	11589289	1	4.61		
20		Repl Upper grille black	15880714	1	8.02		
21		Repl Upper grille chrome	15823699	1	103.77	Incl.	
22		Repl Lower grille black	15899022	1	92.48	Incl.	
23		Repl Lower grille chrome	25784042	1	104.90	Incl.	
24		Repl Rear cover	25784044	1	103.77	Incl.	
25		<b>FRONT LAMPS</b>	15823700	1	32.18	Incl.	
26	**	Repl A/M AQRP RT Headlamp assy	22897126	1	230.00		
27		Aim headlamps				Incl.	
28	**	Repl A/M CAPA LT Headlamp assy	22897127	1	238.00	0.5	
29	**	Repl A/M RT Fog lamp assy	25829654	1	122.00	Incl.	
30		Aim fog lamps				Incl.	
31	**	Repl A/M AQRP LT Fog lamp assy	25829654	1	128.00	0.3	
32		<b>RADIATOR SUPPORT</b>				Incl.	
33		Repl Upper tie bar	25864308	1	266.20 s	3.0	
34		Repl Lower deflector	25903675	1	65.24		1.4
35		Repl Sight shield 2.4 liter	15899027	1	83.62	Incl.	
36		<b>COOLING</b>					
37	**	Repl A/M Radiator	52495681	1	143.00 m	2.2	
38		Repl RT Radiator upper bracket	25886156	1	29.63		
39		Repl LT Radiator upper bracket	25886156	1	29.63		
40		Repl RT Radiator lower bracket	25785462	1	62.46		
41		Repl LT Radiator lower bracket	25785463	1	62.46		
42		Repl RT Radiator lower mount	52493483	1	27.62		
43		Repl LT Radiator lower mount	52493483	1	27.62		

Preliminary Estimate

Customer: STATE OF NEVADA DOA FLEET SERVICES

Vehicle: 2011 CHEV MALIBU LS FLEET 4D SED 4-2.4L-FI GOLD

44	Repl	Upper baffle	25837247	1	10.92				
45	Repl	RT Side air baffle	25834330	1	66.34				
46	Repl	LT Side air baffle	25891528	1	64.56		0.1		
47	Repl	Recovery tank	25775252	1	81.88	m	0.1		
48	Repl	Fan assy	15788745	1	153.21	m	0.4		
49	**	Repl	A/M Serpentine belt	12639468	1	21.99	m	Incl.	
50	**	Repl	A/M Belt tensioner	24430296	1	89.95	m	0.5	
51	<b>AIR CONDITONER &amp; HEATER</b>								
52	**	Repl	A/M Condenser	20820058	1	124.00	m	0.3	
53			AC Service evacuate & recharge					1.5	
54			Deduct for Overlap			m		1.4	
55	<b>HOOD</b>								
56	**	Repl	A/M Hood	25907215	1	271.00		-0.8	
57			Overlap Major Non-Adj. Panel					1.5	
58			Add for Clear Coat					2.8	
59			Add for Underside(Complete)					-0.2	
60								0.5	
61	Repl	Insulator	25891989	1	109.36			1.4	
62	Repl	RT Hinge hood side	15902231	1	26.22		Incl.		
63			Add for Clear Coat				Incl.	0.2	
64	Repl	LT Hinge hood side	15902232	1	26.22		Incl.	0.1	
65			Add for Clear Coat				Incl.	0.2	
66	Repl	RT Hinge body side	15825390	1	18.31		Incl.	0.1	
67			Add for Clear Coat				Incl.	0.2	
68	Repl	LT Hinge body side	15825391	1	18.31		Incl.	0.1	
69			Add for Clear Coat				Incl.	0.2	
70	Repl	Support strut	25865060	1	30.23			0.1	
71	Repl	Latch	20772160	1	110.18		0.2		
72	Repl	Release cable	25868221	1	49.00		Incl.		
73	<b>FENDER</b>								
74	**	Repl	A/M RT Fender	25949346	1	125.00		1.0	
75	*		Overlap Major Adj. Panel				2.3	1.8	
76			Add for Clear Coat					-0.4	
77	**		Add for Edging					0.3	
78	**	Repl	A/M LT Fender	25949347	1	125.00		0.5	
79	*		Overlap Major Adj. Panel				2.7	1.8	
80			Add for Clear Coat					-0.4	
81			Add for Edging					0.3	
82	Repl	RT Fender liner	20830626	1	56.40			0.5	
83	Repl	LT Fender liner	20830624	1	63.03		Incl.		
84	Repl	RT Lower deflector	15823723	1	38.45		Incl.		
85	Repl	LT Lower deflector	15823725	1	39.53		Incl.		
86	Repl	RT Apron assy	15800730	1	311.75	s	8.5	1.4	
87			Overlap Major Non-Adj. Panel					-0.2	
88			Deduct for Overlap					-0.8	
	Repl	LT Apron assy	25776798	1	422.23	s	8.5	1.4	

Preliminary Estimate

Customer: STATE OF NEVADA DOA FLEET SERVICES

Vehicle: 2011 CHEV MALIBU LS FLEET 4D SED 4-2.4L-FI GOLD

89		Overlap Major Non-Adj. Panel							
90		Deduct for Overlap							-0.2
91	Repl	RT Lower rail (HSS)	20861875	1	878.17	s		-0.8	
92		Overlap Major Non-Adj. Panel						9.0	1.8
93		Deduct for Overlap							-0.2
94	Repl	LT Lower rail (HSS)	20861874	1	795.00	s		-2.0	
95		Overlap Major Non-Adj. Panel						9.0	1.8
96		Deduct for Overlap							-0.2
97		<b>ENGINE / TRANSAXLE</b>						-2.0	
98	Repl	Air cleaner assy w/o PZEV	25842735	1	162.10	m		0.6	
99	Repl	Inlet duct	25847919	1	134.43				
100	**	Repl	A/M Outlet duct 6 speed trans	25842350	1	113.36	m	0.2	
101		<b>WHEELS</b>							
102	**	Repl	A/M RT Wheel, alloy 17" code: PJE	9596799	1	268.00	m	0.3	
103	#	Subl	Tire mount & balance		1	20.00			
104	#	Repl	Rt Front Tire Goodyear Assurance		1	175.00			
105		<b>WINDSHIELD</b>							
106	Repl	Windshield NAGS							
107	#	Repl	Urethane Kit	DW01672GTY	1	470.15		2.4	
108		<b>RESTRAINT SYSTEMS</b>							
109	Repl	Driver air bag cashmere (cocoa)	20963722	1	750.00	m		0.4	
110		Air bag system diagnosis							
111	Repl	Clockspring	20940370	1	149.50	m		0.5	
112	Repl	LT Belt & retractor cashmere (cocoa)	19256925	1	275.00			0.3	
113	Repl	LT Buckle cashmere (cocoa)	19208290	1	111.80			0.8	
114	Repl	Diagnostic unit	22799589	1	416.67	m		0.2	
115		<b>PILLARS, ROCKER &amp; FLOOR</b>							
116	Repl	RT Inner hinge plr	25785800	1	134.92	s		4.5	
117		Overlap Minor Panel							0.5
118		<b>FRONT DOOR</b>							-0.2
119	Repl	RT Door shell	20965460	1	730.00			5.8	3.0
120		Overlap Major Adj. Panel							
121	*	Add for Clear Coat							-0.4
122	Repl	RT Upper hinge	15929358	1	53.13			0.3	0.5
123	*	Add for Clear Coat							0.3
124	Repl	RT Lower hinge	15929355	1	53.13			0.3	0.1
125	*	Add for Clear Coat							0.3
126	#	Repl	NV STATE TIRE DISPOSAL FEE		1	2.00			0.1
127	#	Subl	Four wheel alignment		1	99.00			
128	#	Setup & measure							
129	#	Rpr	Pull Lt frt rail					2.0	F
130	#	Rpr	Pull Rt frt rail					2.0	F
131	#	Frame repair						2.0	F
132		<b>REAR DOOR</b>						10.0	F

**Preliminary Estimate**

**Customer: STATE OF NEVADA DOA FLEET SERVICES**

Vehicle: 2011 CHEV MALIBU LS FLEET 4D SED 4-2.4L-FI GOLD

133	*	Rpr	RT Outer panel					
134			Overlap Major Adj. Panel			1.0		2.0
135	*		Add for Clear Coat					-0.4
136	#	Repl	Hazardous waste removal					0.3
137	#	R&I	Detrim Rt Rear Door	1	5.00			
138	#	Repl	Cover car				1.5	
139	#	Repl	Corrosion protection	1	7.50		0.3	
140	#	Repl	Flex additive	1	10.00		0.5	
141	#		ADDITIONAL REPAIRS EXPECTED UPON TEAR DOWN	1	7.50			
<b>SUBTOTALS</b>						<b>11,063.57</b>	<b>87.5</b>	<b>28.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			
Body Labor	71.5 hrs @	\$ 56.00 /hr	11,063.57
Paint Labor	28.0 hrs @	\$ 56.00 /hr	4,004.00
Frame Labor	16.0 hrs @	\$ 62.00 /hr	1,568.00
Paint Supplies	28.0 hrs @	\$ 34.00 /hr	992.00
Subtotal			18,579.57
Sales Tax			913.18
<b>Grand Total</b>			<b>19,492.75</b>

THIS ESTIMATE IS BASED ON THE USE OF BODY PARTS FOR YOUR MOTOR VEHICLE WHICH WERE NOT MANUFACTURED FOR OR BY THE ORIGINAL MANUFACTURER OF THE MOTOR VEHICLE. ANY WARRANTIES PROVIDED FOR THESE BODY PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS, NOT BY THE MANUFACTURER OF YOUR MOTOR VEHICLE. PLEASE CONTACT YOUR INSURER TO DETERMINE YOUR RIGHTS REGARDING THE USE OF SUCH BODY PARTS.

### Preliminary Estimate

**Customer: STATE OF NEVADA DOA FLEET SERVICES**

Vehicle: 2011 CHEV MALIBU LS FLEET 4D SED 4-2.4L-FI GOLD

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1CP08, CCC Data Date 6/9/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blended" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**Preliminary Estimate****Customer: STATE OF NEVADA DOA FLEET SERVICES**

Vehicle: 2011 CHEV MALIBU LS FLEET 4D SED 4-2.4L-FI GOLD

**ALTERNATE PARTS SUPPLIERS**

Line	Supplier	Description	Price
3	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM1000858 A/M Bumper cover	\$ 243.00
13	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM1036119PP A/M CAPA Lower vent	\$ 32.00
26	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM2503307 A/M AQRP RT Headlamp assy	\$ 230.00
28	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM2502307C A/M CAPA LT Headlamp assy	\$ 238.00
29	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM2590106V A/M RT Fog lamp assy	\$ 122.00
31	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM2590106 A/M AQRP LT Fog lamp assy	\$ 128.00
37	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#RAD2864 A/M Radiator	\$ 143.00
49	NAPA 2999 CIRCLE 75 PARKWAY	#NBH25050402 A/M Serpentine belt	\$ 21.99

## Preliminary Estimate

Customer: STATE OF NEVADA DOA FLEET SERVICES

Vehicle: 2011 CHEV MALIBU LS FLEET 4D SED 4-2.4L-FI GOLD

ATLANTA GA 30339  
 (800) 538-6272  
 (999) 999-9999

50	NAPA 2999 CIRCLE 75 PARKWAY ATLANTA GA 30339 (800) 538-6272 (999) 999-9999	#NOE6601001 A/M Belt tensioner	\$ 89.95
52	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#CNDDPI3279 A/M Condenser	\$ 124.00
56	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM1230380V A/M Hood	\$ 271.00
73	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM1241356V A/M RT Fender	\$ 125.00
77	Keystone 1627 ARMY COURT STOCKTON CA 95206 (800) 263-9727 (209) 948-1101	#GM1240356V A/M LT Fender	\$ 125.00
100	NAPA 2999 CIRCLE 75 PARKWAY ATLANTA GA 30339 (800) 538-6272 (999) 999-9999	#NOE6103010 A/M Outlet duct 6 speed trans	\$ 113.36
102	Keystone 30336 WHIPPLE RD STE B UNION CITY CA 94587 (800) 263-9727 (209) 464-0551	#ALY05334U80N A/M RT Wheel, alloy 17" code: PJE	\$ 268.00

# 2011 Chevrolet Impala Sedan 4D LS Fleet Prices, Values & Impala Sedan 4D LS Fleet Pr... Page 1 of 2



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## 2011 Chevrolet Impala-V6 Sedan 4D LS Fleet

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Values Specifications Pictures Reviews & Ratings Safety  
Values : CPO Pricing : CPO Incentives & Deals : Cost to Own : Calculate Payments

### Values

[Print](#)

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$6,675	\$7,950	\$9,000	\$11,275
Mileage	N/A	N/A	N/A	N/A
Total Base Price	\$6,675	\$7,950	\$9,000	\$11,275
Options: <a href="#">(change)</a>				
Aluminum/Alloy Wheels	\$400	\$400	\$400	\$450
Price with Options	\$7,075	\$8,350	\$9,400	\$11,725

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STANDARD PAGE ~ BID #8255 FLEET VEHICLES ~ UPDATED 2015-0319

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>	1.2, SEDAN, INTERMEDIATE, 4DR, 5PASS, FWD	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE: 2016 FORD FUSION (P0G)	Base Price for RENO/CARSON CITY \$18,340	Base Price for LAS VEGAS \$18,640

State vehicle miles per gallon (MPG): 17 CITY - 24 HWY

State manufactures warranty: 3 YRS/36000 MILES

Specify alternate fuel engine size and emission rating: 2.5L I4

Includes Minimum Standard Equipment Listed:  Yes  No If no, state exceptions:

Exterior Color: List available colors: (CC=CLEARCOAT; CC/M=CLEARCOAT/METALLIC)

OXFORD WHITE	YZ	BRONZE FIRE	H9
TECTONIC	HI	DEEP IMPACT BLUE	J4
GUARD	HN	MAGNETIC	J7
SHADOW BLACK	G1	RUBY RED METALLIC	RR
INGOT SILVER	UX	WHITE PLATINUM METALLIC	UG

Seats, Cloth: List available colors:

DUNE	BLACK
------	-------

GVW: NA# \_\_\_\_\_ WHEELBASE: 107"  
(When Applicable) (When Applicable)

OPTION PACKAGE PAGE ~ BID #8255FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>	1.2, SEDAN, INTERMEDIATE, 4DR, 5PASS, FWD	
Option Package Name/Code: SE	\$ INCL.	
List Equipment Features Below:	INCL. PL, PW, PM, A/C, TILT, CRUISE, KEYLESS ENTRY	

OPTION PACKAGE PAGE ~ BID #8255 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)</small>	1.2, SEDAN, INTERMEDIATE, 4DR, 5PASS, FWD	
---	---	--

		DEDUCT AMOUNT
ABS Brake System	\$ INCL.	\$
Air Conditioning	\$ INCL.	\$
Cruise Control	\$ INCL.	\$
Diesel Engine	\$ NA	\$
Engine Block Heater	\$30	\$
AWD (incl. 2.0L EcoBoost)	\$5,340	\$
Four Wheel Drive (4x4)	\$ NA	\$
Heavy Duty Alternator (140A)	\$ NA	\$
Hitch Receiver	\$ NA	\$
Integrated Trailer Brake (3/4 ton only)	\$ NA	\$
Keyless Entry w/Fob (must have power door locks)	\$ INCL.	\$
Limited Slip Differential	\$ NA	\$
Paint, Metallic	\$ OPTIONAL N/C	\$
Power Mirrors	\$ INCL.	\$
Power Locks	\$ INCL.	\$
Power Seats (DRIVER'S SIDE ONLY)	\$ INCL.	\$
Power Windows	\$ INCL.	\$
Radio; AM/FM Stereo, Cassette Player, CD	\$ INCL.	\$
Rear Window Wiper	\$ NA	\$
Seats, Vinyl	\$ NA	\$
Vinyl Colors:		
Skid Plate	\$ NA	\$
Tilt Steering	\$ INCL.	\$
Tire, Spare, Full Size	\$ NA	\$
Trailer Tow Mirrors	\$ NA	\$
Trailer Tow Package	\$ NA	\$
Other:		

Delivery can take 90-120 days post order.

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 per unit **mile**.

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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

Date: July 2, 2015  
To: James R. Wells, Clerk of the Board  
Department of Administration  
From: John Borrowman, Budget Analyst  
Budget Division  
Subject: BOARD OF EXAMINERS ACTION ITEM

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

**DEPARTMENT OF ADMINISTRATION, FLEET SERVICES DIVISION**

Agenda Item Write-up:


Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Fleet Services Division requests approval to replace 83 vehicles not to exceed \$2,039,507 to provide for the legislatively approved replacements of agency leased vehicles.

Additional Information:

This request is funded in the legislatively approved budget (SFY16 E711).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____

Brian Sandoval  
Governor



James R. Wells, CPA  
Director


Keith Wells  
Administrator

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
*Fleet Services Division*

750 East King Street | Carson City, Nevada 89701  
Phone: (775) 684-1880 | Fax: (775) 684-1888

MEMORANDUM

TO: John Borrowman, Budget Analyst 5

FROM: Keith Wells, Administrator 

DATE: July 2, 2015

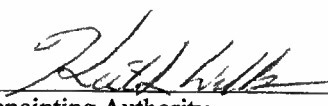
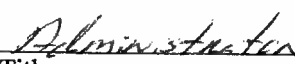
SUBJECT: Fleet Services SFY2016 E711 BOE Vehicle Purchase Request

John,

Can you please place the attached Board of Examiners (BOE) vehicle purchase request on the August BOE agenda? The request is to replace eighty-three vehicles as approved in the Fleet Services Legislatively approved budget for budget account 1356 decision unit E711.

This is a routine request to replace vehicles assigned to various Fleet Services customers based throughout the state that have met the replacement criteria per State Administrative Manual section 1309 and have reached the end of their scheduled lifecycle.

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

<b>Agency Name:</b> Fleet Services	<b>Budget Account #:</b> 1356
<b>Contact Name:</b> Keith Wells	<b>Telephone Number:</b> 775-684-1883
<p>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:</p> <p><b>Number of vehicles requested:</b> <u>83</u>                      <b>Amount of the request:</b> <u>\$2,039,507</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>New</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Sedans, Sport Utility, Vans, police vehicles, pick-ups</p> <p><b>Mission of the requested vehicle(s):</b> Routine request to replace existing Fleet Services vehicles assigned to various Fleet Services customers.</p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b> E711</p> <p><b>If no, please explain how the vehicles will be funded?</b></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> Addition(s)    <input checked="" type="checkbox"/> <sup>83</sup> Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>Yes, where applicable</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b> Vehicle #1 Model Year: <u>See attached</u> Odometer Reading: Type of Vehicle:</p> <hr/> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>Yes</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <p align="center">                                             <u>7.2.15</u>              Agency Appointing Authority                      Title                      Date         </p>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners                      Date</p>	

Revised 7/13/10



Fleet Services

FY 2016 E711 Replacement Vehicle BOE Request

Budget Account 1356

Count 83

Budget Account	Agency	Item Requested	Tier	Region	Replaces	Mileage	Year	Make	Model
3740	PAROLE AND PROBATION	VEHICLE-FLEET-LV-2.7 TRUCK 4WD 1/2 TON; CREW CAB; SHORT BED	Premium	other	50240	97071	2006	CHEVROLET	1500
4467	WILDLIFE: HABITAT	VEHICLE-FLEET-RNO/CC-2.13 4WD TRUCK 3/4 T;CRW CAB;S BD	specialty premium	Reno	51061	1030663	2006	CHEVROLET	2500
3281	HHS:CFS N NV CHILD/ADOL. SRV	VEHICLE-FLEET-RNO/CC-4.1 2WD PASSENGER VAN;MINI; 7 PASS	premium	Reno	34606	64667	1998	CHEVROLET	ASTRO VAN
3816	PUBLIC SFTY;FIRE MARSHAL	VEHICLE-FLEET-RNO/CC-2.1 TRUCK 2WD STD CAB; SHORT BED	compact	Carson	55748	100348	2008	GMC	CANYON
3800	PAROLE BOARD	VEHICLE-ALT FUEL-LV-4.1 PASSENGER VAN; MINI; 7 PASSENGERS	Premium	Vegas	42853	83830	2002	DODGE	CARAVAN
3161	RURAL REGIONAL CENTER	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	other	46213	90808	2004	CHEVROLET	CAVALIER
3161	HHS:DPBH/S NV ADLT MNTL HLTH	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	89766	89766	2002	CHEVROLET	CAVALIER
3266	HHS:AGING SRVC DISABILITY SRVC	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	Carson	65178	86283	2002	CHEVROLET	CAVALIER
3266	HHS:AGING SRVC DISABILITY SRVC	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	46229	85194	2004	CHEVROLET	CAVALIER
3254	DETR:FINANCIAL MGMT	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Reno	61851	84984	2004	CHEVROLET	CAVALIER
3646	HHS:S NV CHILD AND ADOLESCENT	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	51744	83195	2002	CHEVROLET	CAVALIER
3646	HHS:S NV CHILD AND ADOLESCENT	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	42717	81600	2002	CHEVROLET	CAVALIER
3646	HHS:S NV CHILD AND ADOLESCENT	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	42708	73792	2002	CHEVROLET	CAVALIER
3208	HHS:AGING AND DISABILITY/EIS	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	42363	72758	2002	CHEVROLET	CAVALIER
3161	HHS:DPBH/S NV ADLT MNTL HLTH	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	42373	68591	2002	CHEVROLET	CAVALIER
3281	HHS:CFS N NV CHILD/ADOL. SRV	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	other	60248	68124	2002	CHEVROLET	CAVALIER
4061	GAMING CONTROL BOARD	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	046NXY	53992	2002	CHEVROLET	CAVALIER
4061	GAMING CONTROL BOARD	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	Carson	53379	92247	2007	CHEVROLET	COBALT
3194	HHS:DPBH/CONSUMER PROTECTION	VEHICLE-FLEET-RNO/CC-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	064SZT	89630	2006	CHEVROLET	COBALT
1033	ATTY GEN:WRKS COMP FRAUD UNIT	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	other	55516	87844	2008	CHEVROLET	COBALT
3648	HHS:DPBH/RURAL CLINICS	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	other	58276	86817	2009	CHEVROLET	COBALT
3229	HHS:CFS CHILD WELFARE	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	other	57384	85718	2008	CHEVROLET	COBALT
3167	RURAL REGIONAL CENTER	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	Carson	46628	117952	2004	CHEVROLET	COLORADO
1346	STATE LIBRARY:MAIL SRVCS	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	Carson	51706	91541	2006	CHEVROLET	COLORADO
3194	HHS:DPBH/CONSUMER PROTECTION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	51706	91541	2006	CHEVROLET	COLORADO
4727	PUBLIC SFTY;CAPITOL POLICE	VEHICLE-POLICE-RNO/CC-1.2 4WD SPORT UTILITY VEHICLE 4 DOOR	Premium	Carson	53385	73779	2007	DODGE	DURANGO
4727	PUBLIC SFTY;CAPITOL POLICE	VEHICLE-POLICE-RNO/CC-1.2 4WD SPORT UTILITY VEHICLE 4 DOOR	Premium	Carson	53384	70764	2007	DODGE	DURANGO
3263	HHS:CFS YTH CORRECTIONS SVC	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTILITY VEH:1/2 TON;4X4;6 DOOR; 5-6 PASS	Premium	Elko	49267	102152	2005	FORD	EXPLORER
3235	HHS:DPBH/EMER MED SVCS	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTILITY VEH:1/2 TON;4X4;6 DOOR; 5-6 PASS	Premium	Carson	51588	101005	2006	FORD	EXPLORER
4727	PUBLIC SFTY;CAPITOL POLICE	VEHICLE-POLICE-LV-1.2 4WD SPORT UTILITY VEHICLE 4 DOOR	Premium	Vegas	51589	43396	2006	FORD	EXPLORER
3266	HHS:AGING SRVC DISABILITY SRVC	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	Reno	51558	88617	2006	FORD	FOCUS
3648	HHS:DPBH/RURAL CLINICS	VEHICLE-FLEET-RNO/CC-1.3 SEDAN; COMPACT, 4 DOOR; 4-5 PASSENGERS	compact	other	51557	87376	2006	FORD	FOCUS
3194	HHS:DPBH/CONSUMER PROTECTION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Vegas	51556	83925	2006	FORD	FOCUS
4061	GAMING CONTROL BOARD	VEHICLE-ALT FUEL-LV-1.1 SEDAN; 4 DOOR; 6 PASSENGERS	Premium	Vegas	779WJG	90733	2008	CHEVROLET	IMPALA
3229	HHS:CFS CHILD WELFARE	VEHICLE-FLEET-RNO/CC-1.1 SEDAN; FULL-SIZE, 4 DOOR; 6 PASSENGERS	Premium	other	57367	86153	2008	CHEVROLET	IMPALA
3229	HHS:CFS CHILD WELFARE	VEHICLE-FLEET-RNO/CC-1.1 SEDAN; FULL-SIZE, 4 DOOR; 6 PASSENGERS	Premium	other	56299	85360	2008	CHEVROLET	IMPALA
3740	PAROLE AND PROBATION	VEHICLE-FLEET-RNO/CC-1.1 SEDAN; FULL-SIZE, 4 DOOR; 6 PASSENGERS	Premium	Vegas	51674	82915	2006	CHEVROLET	IMPALA
3740	PAROLE AND PROBATION	VEHICLE-POLICE-LV-1.1 SEDAN; 4 DOOR	Premium	Vegas	51673	81368	2006	CHEVROLET	IMPALA
3229	HHS:CFS CHILD WELFARE	VEHICLE-FLEET-RNO/CC-1.1 SEDAN; FULL-SIZE, 4 DOOR; 6 PASSENGERS	Premium	other	61846	80594	2008	CHEVROLET	IMPALA
3740	PAROLE AND PROBATION	VEHICLE-POLICE-LV-1.1 SEDAN; 4 DOOR	Premium	Vegas	51675	80111	2006	CHEVROLET	IMPALA
3229	HHS:CFS CHILD WELFARE	VEHICLE-FLEET-RNO/CC-1.1 SEDAN; FULL-SIZE, 4 DOOR; 6 PASSENGERS	Intermediate	other	58335	76890	2002	DODGE	INTREPID
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	Intermediate	Vegas	55726	90935	2008	CHEVROLET	MALIBU
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	Intermediate	Vegas	55725	88136	2008	CHEVROLET	MALIBU
4061	GAMING CONTROL BOARD	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	Intermediate	Vegas	204RJW	85131	2004	CHEVROLET	MALIBU
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	Intermediate	Vegas	53374	84457	2004	CHEVROLET	MALIBU
1030	ATTORNEY GENERAL	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	Intermediate	Vegas	760WCT	84457	2007	CHEVROLET	MALIBU
3229	HHS:CFS CHILD WELFARE	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	Intermediate	other	53421	83914	2007	CHEVROLET	MALIBU
4727	PUBLIC SFTY;CAPITOL POLICE	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	Intermediate	Vegas	43175	64040	2003	CHEVROLET	MALIBU
3648	HHS:DPBH/RURAL CLINICS	VEHICLE-FLEET-RNO/CC-4.2 2WD PASSENGER VAN;12 PASS	Premium	other	36359	61987	1999	DODGE	RAM WAGON
3229	HHS:CFS CHILD WELFARE	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTILITY VEH:1/2 TON;4X4;6 DOOR; 5-6 PASS	Premium	Carson	57372	112583	2008	TOYOTA	RAV4
3229	HHS:CFS CHILD WELFARE	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTILITY VEH:1/2 TON;4X4;6 DOOR; 5-6 PASS	Premium	other	57373	99835	2008	TOYOTA	RAV4
1354	ADMIN:FLEET SERVICES	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR;5-6 PASSENGERS	compact	Carson	37669	44614	2000	CHEVROLET	S-10

Budget Account	Agency	Item Requested	Rental Rate		Region	Replaces	Mileage	Year	Make	Model
			Tier	Other						
1030	ATTORNEY GENERAL	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	254WJUS	87672	2007	CHRYSLER	SEBRING
1040	ATTY GEN:VIOLENCE WOMEN	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		other	55520	85500	2008	CHRYSLER	SEBRING
3274	DETR:INFO AND DEVEL PROCESS	VEHICLE-FLEET-RNO/CC-2.7TRUCK 2WD 1/2 T,CRW CAB,\$ BED	Intermediate		Reno	53427	84751	2007	CHRYSLER	SEBRING
4061	GAMING CONTROL BOARD	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	202RKU	86568	2004	DODGE	STRATUS
3208	HHS:AGING AND DISABILITY/EIS	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Reno	51092	86458	2006	DODGE	STRATUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	054RZU	80434	2005	DODGE	STRATUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	54219	77219	2004	DODGE	STRATUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	53021	68816	2004	DODGE	STRATUS
1354	ADMIN:FLEET SERVICES	VEHICLE-FLEET-RNO/CC-5.6 SPORT UTY VEH:3/4T:4X4:6 DOOR:8-9 PASS	Intermediate		Vegas	61820	64845	2002	DODGE	STRATUS
3650	MILITARY: NATIONAL GUARD	VEHICLE-FLEET-RNO/CC-5.4 SPORT UTY VEH:3/4 TON:4X4:6 DOOR:5-6 PASS	specialty		Reno	53382	92899	2007	CHEVROLET	SUBURBAN
4061	GAMING CONTROL BOARD	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Reno	49262	114806	2005	CHEVROLET	TAHOE
3208	HHS:AGING AND DISABILITY/EIS	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	192SYZ	89086	2006	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	51565	88433	2006	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	334SMF	86715	2006	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Elko	768VBH	86407	2004	FORD	TAURUS
3233	HHR:WELFARE FIELD SRVCS	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	51515	85089	2006	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	51568	84325	2006	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	51510	82834	2006	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Reno	790TMD	82625	2007	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	51505	82034	2006	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-LV-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Vegas	51519	81297	2006	FORD	TAURUS
3740	PAROLE AND PROBATION	VEHICLE-ALT FUEL-RNO/CC-1.2 INTERMEDIATE:4 DOOR:5-6 PASSENGERS	Intermediate		Reno	070SMA	68668	2006	FORD	TAURUS
3208	HHS:AGING AND DISABILITY/EIS	VEHICLE-FLEET-LV-5.4 SPORT UTY VEH:3/4 TON:4X4:6 DOOR:5-6 PASS	Premium		Vegas	51073	110868	2006	CHEVROLET	TRAIL BLAZER
3740	PAROLE AND PROBATION	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTY VEH:1/2 TON:4X4:6 DOOR: 5-6 PASS	Premium		other	107SAB	109769	2006	CHEVROLET	TRAIL BLAZER
4061	GAMING CONTROL BOARD	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTY VEH:1/2 TON:4X4:6 DOOR: 5-6 PASS	Premium		Reno	401SLK	108573	2006	CHEVROLET	TRAIL BLAZER
3740	PAROLE AND PROBATION	VEHICLE-FLEET-LV-5.4 SPORT UTY VEH:3/4 TON:4X4:6 DOOR:5-6 PASS	Premium		Vegas	53405	106914	2006	CHEVROLET	TRAIL BLAZER
3740	PAROLE AND PROBATION	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTY VEH:1/2 TON:4X4:6 DOOR: 5-6 PASS	Premium		other	643JUV	106655	2008	CHEVROLET	TRAIL BLAZER
3648	HHS:DPBH/RURAL CLINICS	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTY VEH:1/2 TON:4X4:6 DOOR: 5-6 PASS	Premium		other	50244	100677	2006	CHEVROLET	TRAIL BLAZER
1499	PUBLIC DEFENDER	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTY VEH:1/2 TON:4X4:6 DOOR: 5-6 PASS	Premium		other	46637	98806	2004	CHEVROLET	TRAIL BLAZER
3740	PAROLE AND PROBATION	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTY VEH:1/2 TON:4X4:6 DOOR: 5-6 PASS	Premium		Elko	730JUV	87252	2008	CHEVROLET	TRAIL BLAZER
1354	ADMIN:FLEET SERVICES	VEHICLE-FLEET-RNO/CC-1.3 SEDAN: COMPACT, 4 DOOR; 4-5 PASSENGERS	compact		Carson	58296	90254	2009	TOYOTA	YARIS
1354	ADMIN:FLEET SERVICES	VEHICLE-FLEET-RNO/CC-1.3 SEDAN: COMPACT, 4 DOOR; 4-5 PASSENGERS	compact		Carson	58310	82593	2009	TOYOTA	YARIS

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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

Date: July 07, 2015  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Sherri Barkdull, Budget Analyst *SLB*  
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 AGRICULTURE, PEST, PLANT DISEASE,  
NOXIOUS WEED DIVISION**

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Agriculture, Pest, Plant Disease, Noxious Weed Division requests approval to purchase 1 new vehicle not to exceed \$24,321 to be used to conduct Mormon cricket and grasshopper surveys statewide.

Additional Information:

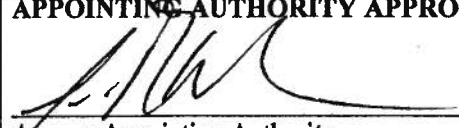
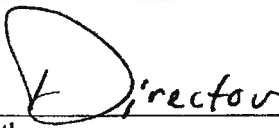
This request is funded in the legislatively approved budget (SFY16 E710).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

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

<b>Agency Name:</b> DEPT. OF AGRICULTURE	<b>Budget Account #:</b> 4552
<b>Contact Name:</b> MELANIE WHITNEY	<b>Telephone Number:</b> (775) 353-3826
<p>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:</p> <p><b>Number of vehicles requested:</b> <u>1</u>                      <b>Amount of the request:</b> <u>24,321</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>NEW</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> TRUCK</p> <p><b>Mission of the requested vehicle(s):</b>  <small>This vehicle will be used to conduct the Mormon cricket and grasshopper (MCGH) survey statewide which would include: Surveying Nevada's highways, farming/ranching areas and the interface between open land and populated sections for economically damaging or safety concerns populations of MCGH. Pulling trailers and hauling equipment, staff and supplies to survey treatment locations. Once on site, equipment will be secured to the vehicle to conduct treatments.</small></p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b> E901</p> <p><b>If no, please explain how the vehicles will be funded?</b></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input checked="" type="checkbox"/> <u>  </u> Addition(s)    <input type="checkbox"/> <u>  </u> Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>VEHICLE CLASSIFICATION IS NOT A SEDAN OF EITHER COMPACT OR INTERMEDIATE IN SIZE.</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b>            Vehicle #1 Model Year:            Odometer Reading:            Type of Vehicle:  <hr/>           Vehicle #2 Model Year:            Odometer Reading:            Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <p>                                            <u>7/7/15</u></p> <p>Agency Appointing Authority                      Title                      Date</p>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners                      Date</p>	

Revised 7/13/10

Schedule Selection G: Equipment Schedule

Budget Account: 4552 AGRI - PEST, PLANT DISEASE NOXIOUS WEED CONTROL

[See Attachment]

Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
E901		TRANSFERS							
10	8310	VEHICLE-FLEET-RNO/CC-2.1 TRUCK 4WD STD CAB SHORT BED	5	1	0	24,320.75	25,050.75	24,320.75	0
10	8310	VEHICLE-FLEET-RNO/CC-5.2 SPORT UTILITY VEHICLE-4X4-4 DOOR-4-6 PASS	10	0	1	24,572.00	25,309.00	0	25,309
<b>Total for Decision Unit: E901</b>				1	1			24,320.75	25,309
<b>Total for Budget Account: 4552</b>				1	1			24,320.75	25,309

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
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209 E. Musser Street, Room 200 | Carson City, NV 89701-4298  
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Date: July 07, 2015  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Sherri Barkdull, Budget Analyst *SKB*  
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 AGRICULTURE, CONSUMER EQUITABILITY DIVISION**

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Agriculture, Consumer Equitability Division requests approval to purchase 1 new vehicle not to exceed \$22,243 to be used by staff to conduct inspections and test of fuel pumps.

Additional Information:



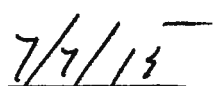
This request is funded in the legislatively approved budget (SFY16 E710).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

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

<b>Agency Name:</b> DEPT. OF AGRICULTURE	<b>Budget Account #:</b> 4551
<b>Contact Name:</b> MELANIE WHITNEY	<b>Telephone Number:</b> (775) 353-3626
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:	
<b>Number of vehicles requested:</b> <u>1</u> <b>Amount of the request:</b> <u>22,243</u> <b>Is the requested vehicle(s) new or used:</b> _____ <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> TRUCK <b>Mission of the requested vehicle(s):</b> This vehicle will be used by the Consumer Equability for staff to conduct inspections and test of fuel pumps.	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E710 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> VEHICLE CLASSIFICATION IS NOT A SEDAN OF EITHER COMPACT OR INTERMEDIATE IN SIZE.	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: GMC TRUCK 1996 Odometer Reading: 103,000 Type of Vehicle: TRUCK  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  YES  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
 _____ Agency Appointing Authority	 _____ Title
	 _____ Date
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
_____	_____
Board of Examiners	Date

Revised 7/13/10

Schedule Selection G: Equipment Schedule

Budget Account: 4551 AGRI - CONSUMER EQUITABILITY

[See Attachment]

Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
E710	05	EQUIPMENT REPLACEMENT							
	8310	VEHICLE-FLEET-LV-2.12 TRUCK 2WD 3/4T;STD CAB;LONG BD This vehicle request is for the replacement of 1996 GMC truck located at the Las Vegas office for Consumer Equitability for staff to conduct inspections and tests of fuel pumps. The replacement vehicle currently has over 103,000 miles.	5	1	0	22,243.00	22,910.00	22,243	0
	7465	1000LB CAST IRON WEIGHTS This equipment request is for replacement of old, existing 1,000 lb. weights were purchased in 1972 and have exceeded their serviceable limits. Without these weights, high capacity livestock and vehicle scale certifications cannot be conducted. Replacing these weights will allow staff to effectively continue to carry out their petroleum device testing duties. [See Attachment]	26	5	0	2,365.00	0.00	11,825	0
	8270	SS SLIP-ON VEP TEST UNIT - 240 GAL This request is to purchase a 240 Gallon Slip on liquid gas prover which will be attached to a current fleet truck creating a mobile gas testing vehicle located at our Las Vegas office. This unit is used by Consumer Equitability to conduct testing of large gas tankers. [See Attachment]	25	1	0	18,370.00	0.00	18,370	0
<b>Total for Decision Unit: E710</b>				<b>7</b>	<b>0</b>			<b>52,438</b>	<b>0</b>

F720 NEW EQUIPMENT



Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE**

**Budget Division**

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

Date: July 07, 2015  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Sherri Barkdull, Budget Analyst *SB*  
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 AGRICULTURE, LIVESTOCK INSPECTION DIVISION**

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Agriculture, Livestock Inspection Division requests approval to purchase 4 used Nevada Highway Patrol trucks not to exceed \$14,000 to be used by the Animal Industry Brand Inspectors to provide livestock inspections in the field statewide.

Additional Information:


This request is funded in the legislatively approved budget (SFY16 E720).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

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

<b>Agency Name:</b> DEPT. OF AGRICULTURE	<b>Budget Account #:</b> 4546
<b>Contact Name:</b> MELANIE WHITNEY	<b>Telephone Number:</b> (775) 353-3626
<p>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:</p> <p><b>Number of vehicles requested:</b> <u>4</u>                      <b>Amount of the request:</b> <u>14,000</u></p> <p><b>Is the requested vehicle(s) new or used:</b> <u>USED</u></p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> USED NHP TRUCKS</p> <p><b>Mission of the requested vehicle(s):</b> These vehicles will be used by Animal Industry Brand Inspectors to provide livestock inspections in the field statewide.</p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b> E720</p> <p><b>If no, please explain how the vehicles will be funded?</b></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input checked="" type="checkbox"/> <u>  </u> Addition(s)    <input type="checkbox"/> <u>  </u> Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>VEHICLE CLASSIFICATION IS NOT A SEDAN OF EITHER COMPACT OR INTERMEDIATE IN SIZE.</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b> Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: _____</p> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: _____</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p>
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <p> _____ <b>Director</b>                      <u>7/7/15</u></p> <p>Agency Appointing Authority                      Title                      Date</p>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners                      Date</p>	

Revised 7/13/10

Schedule Selection G: Equipment Schedule

Budget Account: 4546 AGRI - LIVESTOCK INSPECTION

[See Attachment]

Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
E720	NEW EQUIPMENT								
04	8380	USED NHP TRUCKS	5	4	4	3,500.00	3,500.00	14,000	14,000
The \$7,500 amount is based on verbal conversations with the Nevada Highway Patrol and this is the highest amount that we have been quoted for a truck, but prices depend on availability of vehicles and their condition.									
<b>Total for Decision Unit: E720</b>				4	4			14,000	14,000
<b>Total for Budget Account: 4546</b>				4	4			14,000	14,000

Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: July 07, 2015  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Sherri Barkdull, Budget Analyst *SB*  
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 AGRICULTURE, REGISTRATION/ENFORCEMENT DIVISION**

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Agriculture, Registration/Enforcement Division requests approval to purchase 1 vehicle not to exceed \$24,572 to be used for travel such as transportation of equipment, staff and supplies statewide for surveys, pesticide compliant and misuse investigations, groundwater sampling, well drilling, training, outreach and education events.

Additional Information:



This request is funded in the legislatively approved budget (SFY16 E710).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

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

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

<b>Agency Name:</b> DEPT. OF AGRICULTURE	<b>Budget Account #:</b> 4545
<b>Contact Name:</b> MELANIE WHITNEY	<b>Telephone Number:</b> (775) 353-3626
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:	
<b>Number of vehicles requested:</b> <u>1</u> <b>Amount of the request:</b> <u>24,572.00</u> <b>Is the requested vehicle(s) new or used:</b> <u>NEW</u> <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> SPORT UTILITY VEHICLE <b>Mission of the requested vehicle(s):</b> <small>This vehicle will be use to travel and transport equipment, staff and supplies statewide for the following: SITC market surveys, pesticide complaint and misuse investigations, groundwater sampling, well drilling, RUP and other trainings, outreach and education events.</small>	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E710 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> VEHICLE CLASSIFICATION IS NOT A SEDAN OF EITHER COMPACT OR INTERMEDIATE IN SIZE.	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 1992 Odometer Reading: 108,699 Type of Vehicle: JEEP CHEROKEE  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  YES  If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
 Agency Appointing Authority	 Director
_____ Title	_____ Date
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
_____ Board of Examiners	_____ Date

Revised 7/13/10

Schedule Selection G: Equipment Schedule

Budget Account: 4545 AGRI - AGRICULTURE REGISTRATION/ENFORCEMENT

[See Attachment]

Catg	GL Acct	Description	Priority	Year1 Count	Year2 Count	Year1 Rate	Year2 Rate	Year1 Amt	Year2 Amt
E710		EQUIPMENT REPLACEMENT							
14	8310	VEHICLE-FLEET-RNO/CC-5.2 SPORT UTILITY VEHICLE:4X4;4 DOOR;4-6 PASS	5	1	0	24,572.00	25,309.00	24,572	0
26	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST	10	1	5	1,258.00	1,258.00	1,258	6,290
26	8371	HARDWARE-FLAT PANEL MONITOR 19"	25	0	1	151.00	151.00	0	151
26	8371	HARDWARE-LAPTOP DOCKING STATION	20	0	1	350.00	350.00	0	350
26	8371	HARDWARE-LAPTOP PC WITH OPERATING SYSTEM	15	0	1	1,575.00	1,575.00	0	1,575
26	7771	ADOBE LICENSING RENEWAL	30	35	35	157.00	157.00	5,495	5,495
<b>Total for Decision Unit: E710</b>				<b>37</b>	<b>43</b>			<b>31,325</b>	<b>13,861</b>
<b>Total for Budget Account: 4545</b>				<b>37</b>	<b>43</b>			<b>31,325</b>	<b>13,861</b>

**Brian Sandoval**  
Governor



**James R. Wells, CPA**  
Director

**Janet Murphy**  
Deputy Director

**STATE OF NEVADA**  
**GOVERNOR'S FINANCE OFFICE**  
**Budget Division**

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

Date: July 21, 2015  
To: James R. Wells, Clerk of the Board  
Department of Administration  
From: Nikki Hovden, 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 VETERANS SERVICES**

Agenda Item Write-up:

Replacement Vehicle Request: Pursuant to NRS 334.010 the Department of Veterans Services, requests approval to replace three vehicles at a total cost not to exceed \$134,882.

Additional Information:

The funding for this purchase is provided in the agency's 2015-17 legislatively approved budget; Budget Account 2561, decision unit E712.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: _____
ACTION ITEM: _____

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

**RECEIVED**  
 JUL 20 2015  
 JUL 20 2015  
 GOVERNOR'S FINANCE OFFICE  
 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR


<b>Agency Name:</b> Nevada Department of Veterans Services	<b>Budget Account #:</b> 2561
<b>Contact Name:</b> Michael Nobles	<b>Telephone Number:</b> 702-332-6703
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:	
<b>Number of vehicles requested:</b> 1 <b>Amount of the request:</b> <del>\$18,462.00</del> 17,411 per E12 for BA2561 <b>Is the requested vehicle(s) new or used:</b> New      OK per Mike Nobles <b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Sedan, full size, 6 passenger <b>Mission of the requested vehicle(s):</b> Carry NSVH residents and/or staff to activities outside the facility	
<b>Were funds legislatively approved for the request?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> E712 <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b> <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> Yes	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2001 Odometer Reading: 118305 Type of Vehicle: Chevrolet Lumina Sedan  Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:	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.
Please attach an additional sheet if necessary	
<b>APPOINTING AUTHORITY APPROVAL:</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">                   _____                  Agency Appointing Authority             </div> <div style="text-align: center;">                 DIR, NOVS                  _____                  Title             </div> <div style="text-align: center;">                 7/16/15                  _____                  Date             </div> </div>	
<b>BOARD OF EXAMINERS' APPROVAL:</b> <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase  _____ Board of Examiners      Date	



JUL 20 2015

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

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


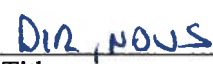
<b>Agency Name:</b> Nevada Department of Veterans Services	<b>Budget Account #:</b> 2561
<b>Contact Name:</b> Michael Nobles	<b>Telephone Number:</b> 702-332-6703
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
<b>Number of vehicles requested:</b> <u>1</u> <b>Amount of the request:</b> <u>\$43,422.00</u>	
<b>Is the requested vehicle(s) new or used:</b> <u>New</u>	
<b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> <u>Van - Dodge/Braun - wheelchair accessible, ADA compliant</u>	
<b>Mission of the requested vehicle(s):</b> <u>Carry NSVH residents to activities and medical appointments outside of the Home.</u>	
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, please provide the decision unit number:</b> <u>E712</u> <b>If no, please explain how the vehicles will be funded?</b>
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> <u>  </u> Addition(s) <input checked="" type="checkbox"/> <u>  </u> Replacement(s)	
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> <u>No. - This is a special vehicle that must be custom-built for wheelchair access.</u>	
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: <u>2001</u> Odometer Reading: <u>127253</u> Type of Vehicle: <u>Chevrolet Impala Sedan</u>	<b>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</b>  <u>Yes</u>  <b>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</b>
<i>Please attach an additional sheet if necessary</i>	
<b>APPOINTING AUTHORITY APPROVAL:</b>	
	<u>Dir, NVS</u>
<b>Agency Appointing Authority</b>	<b>Title</b>
	<u>7/16/15</u>
	<b>Date</b>
<b>BOARD OF EXAMINERS' APPROVAL:</b>	
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase	
  _____	  _____
<b>Board of Examiners</b>	<b>Date</b>

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JUL 20 2015

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

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

<b>Agency Name:</b> Nevada Department of Veterans Services		<b>Budget Account #:</b> 2561	
<b>Contact Name:</b> Michael Nobles		<b>Telephone Number:</b> 702-332-6703	
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:			
<b>Number of vehicles requested:</b> 1		<b>Amount of the request:</b> \$74,049.00	
<b>Is the requested vehicle(s) new or used:</b> New			
<b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> Bus - 14 passenger wheelchair accessible, ADA compliant			
<b>Mission of the requested vehicle(s):</b> Carry NSVH residents to activities outside the Home.			
<b>Were funds legislatively approved for the request?</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>If yes, please provide the decision unit number:</b> E712 <b>If no, please explain how the vehicles will be funded?</b>	
<b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b>  <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)			
<b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b> No. - This is a special vehicle that must be custom-built for wheelchair access.			
<b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)  <b>Current Vehicle Information:</b> Vehicle #1 Model Year: 2001 Odometer Reading: 103710 Type of Vehicle: Bus		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:		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
<i>Please attach an additional sheet if necessary</i>			
<b>APPOINTING AUTHORITY APPROVAL:</b>			
			
Agency Appointing Authority		Title	
		Date 7/16/15	
<b>BOARD OF EXAMINERS' APPROVAL:</b>			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	

Revised 7/13/10



**Welcome to NEBS**  
Nevada Executive Budget System

Last Action: 7/21/15 10:24 AM  
Current User: nhovden  
Site Help Logoff

Home NEBS Activity Budget Work Program BDR SFYE Reports DataMart Admin Messages

**Budget Account Version - Equipment Schedule**

Page Help

**Budget Account Version - Equipment Schedule Details**

Budget Period: 2015-2017 Biennium (FY16-17)  
Budget Account: 2561 NDVS - VETERANS HOME ACCOUNT  
Version: L01 LEGISLATIVELY APPROVED  
Schedule: EQUIPMENT

Schedule Details Additional Text

Decision Unit Filter:

Status:

**Equipment Schedule**

Line #	DU	Catg	GL	Equipment Type	Priority	Year 1			Year 2		
						Count	Rate	Total	Count	Rate	Total
<input type="checkbox"/>	1	E712	05	8360 VEHICLE-FLEET-LV-1.1 SEDAN: FULL-SIZE, 4 DOOR; 6 PASS	3	1	17,411.00	17,411	0	17,933.00	0
Equipment Schedule Total:								17,411			0
Grand Total (Includes Other Amounts Below):								134,882			0

**Other Amounts**

Line #	DU	Catg	GL	Description	Priority	Year 1			Year 2		
						Quantity	Rate	Total	Quantity	Rate	Total
<input type="checkbox"/>	1	E712	05	8340 SMALL VAN (DODGE, BRAUN)	2	1	43,422	43,422	0	0	0
<input type="checkbox"/>	2	E712	05	8340 PARATRANSIT BUS-15 PASSENGER	1	1	74,049	74,049	0	0	0
Other Amounts Total:								117,471			0

Brian Sandoval  
Governor



James R. Wells, CPA  
Director


Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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

Date: July 24, 2015

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Colleen Murphy, 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 CORRECTIONS**

Agenda Item Write-up:


New Vehicle Request: Pursuant to NRS 334.010 the Department of Corrections requests approval to purchase 16 new replacement vehicles not to exceed \$576,149 as approved by the 2015 Legislature.

Additional Information:


This request is funded in the legislatively approved budget (SFY16, BA 3710, E711).

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: 
ACTION ITEM: _____

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

<b>Agency Name:</b> DEPT OF CORRECTIONS	<b>Budget Account #:</b> 3710 Directors Office
<b>Contact Name:</b> Larry Peltier	<b>Telephone Number:</b> 775-887-3201
<p>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:</p> <p><b>Number of vehicles requested:</b> 16                      <b>Amount of the request:</b> \$576,149</p> <p><b>Is the requested vehicle(s) new or used:</b> NEW</p> <p><b>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:</b> PASSENGER VANS (13 EA); PICK-UP TRUCK (1 EA); INTERMEDIATE SEDAN (1 EA), ADA VAN (1 EA)</p> <p><b>Mission of the requested vehicle(s):</b> Transport of staff for official business and inmates for medical/dental appts, hospital needs, parole board interviews, etc.</p>	
<p><b>Were funds legislatively approved for the request?</b></p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>	<p><b>If yes, please provide the decision unit number:</b> E711</p> <p><b>If no, please explain how the vehicles will be funded?</b></p>
<p><b>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</b></p> <p><input type="checkbox"/> Addition(s)    <input checked="" type="checkbox"/> 16 Replacement(s)</p>	
<p><b>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</b></p> <p>The intermediate sedan does comply with Smart Way requirements. The Passenger Vans, Truck and ADA van is not applicable.</p>	
<p><b>Please Complete for Replacement Vehicles Only:</b> (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p><b>Current Vehicle Information:</b></p> <p>Vehicle #1 Model Year: 1992 Odometer Reading: 118,128 Type of Vehicle: Pick-up Truck</p> <p>Vehicle #2 Model Year: 1997 Odometer Reading: 133,146 Type of Vehicle: Sedan</p> <p><i>Please attach an additional sheet if necessary</i></p>	<p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>YES</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>N/A</p>
<p><b>APPOINTING AUTHORITY APPROVAL:</b></p> <p align="center">                       <u>Deputy Director</u>                      <u>7/24/15</u>  Agency Appointing Authority                      Title                      Date </p>	
<p><b>BOARD OF EXAMINERS' APPROVAL:</b></p> <p><input type="checkbox"/> Approved for Purchase    <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners                      Date</p>	

Revised 7/13/10

## REPLACEMENT VEHICLES FY16

VEHICLE #:	MODEL YEAR:	ODOMETER READING:	TYPE OF VEHICLE
3	2006	100,524	Van
4	2007	237,478	Van
5	1998	102,576	Van
6	2006	151,369	Van
7	2006	202,018	Van
8	2005	91,985	Van
9	1998	116,016	Van
10	1997	152,082	Van
11	2000	125,597	Van
12	2006	288,628	Van
13	1998	136,407	Van
14	2006	131,131	Van
15	1996	217,192	Van
16	1993	124,800	ADA Van



Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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

Date: July 15, 2015

To: James R. Wells, Clerk of the Board  
Governor's Finance Office

From: Sherri Barkdull, 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.

**STATE TREASURER – TREASURER'S OFFICE**

Agenda Item Write-up:

Pursuant to NRS 353.268, the Treasurer's Office requests an allocation of \$247,500 from the Interim Finance Committee Contingency Account to fund Phase 1 of the startup costs for the Education Savings Account Program created in SB302 during the 2015 Legislative Session.

Additional Information:

The start-up of the Education Saving Account Program will be in three phases, Phase 1 is the technology request to build and maintain a new enrollment program for Nevadans' wanting to participate in the Education Savings Account Program as well as manage the accounting of all students, participating entities and funds. The new enrollment program will allow for automation of the enrollment process which will eliminate the need for manual processes, reduce errors, reduce potential fraud and reduce the need for additional staff members. In addition to the enrollment program, a new record keeping program will allow an electronic invoicing system to be used for payments to the participating entities and track all requests for reimbursement on eligible expenses,. The automated invoicing system will help reduce the need for staff to individually adjudicate all claims and minimize errors and potential fraud. Phases 2 and 3 will be requests for additional staff to maintain the Education Savings Account Program as determined due to actual activity in this program. The programing costs are anticipated to be \$242,500 with an additional \$5,000 anticipated for the record keeping interface of the banking system.

The Treasurer's Office anticipates paying back the Interim Finance Committee Contingency Account once the program is up and running and the revenues to administer the program are realized.

Statutory Authority:

Pursuant to NRS 353.268.

<b>REVIEWED:</b> <u>MB</u>
<b>ACTION ITEM:</b> _____

Relates to WPC 32958.





**I2net BUSINESS REQUIREMENTS DOCUMENT**  
I2net/NV/Bill302

Confidential Document

QT

USP# C32958

Date:	Date:
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**6.0 Estimates High Level Estimates**

Activity	(Hours)	Estimated Budget
1. Analysis	220	27,500
2. Design	525	65,625
3. Database Development	550	68,750
4. Application Development	380	47,500
5. Quality Assurance	80	10,000
6. Client User Training	120	15,000
7. Project Management	65	8,125
<b>Total Effort in hours</b>	<b>1765</b>	<b>\$242,500.00</b>

PREPARED BY: Weisman	DATE OF ISSUE: 7/7/2015	REVISION NO. : 00
APPROVED BY: Manley	DATE OF REVISION:	PAGE NO. 35,00-17

Senate Bill No. 302—Senator Hammond

CHAPTER.....

AN ACT relating to education; establishing a program by which a child who receives instruction from a certain entity rather than from a public school may receive a grant of money in an amount equal to the statewide average basic support per-pupil; providing for the amount of each grant to be deducted from the total apportionment to the school district; providing a child who receives a grant and is not enrolled in a private school with certain rights and responsibilities; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

Existing law requires each child between the ages of 7 and 18 years to attend a public school of the State, attend a private school or be homeschooled. (NRS 392.040, 392.070) Existing law also provides for each school district to receive certain funding from local sources and to receive from the State an apportionment per pupil of basic support for the schools in the school district. (NRS 387.1235, 387.124) This bill establishes a program by which a child enrolled in a private school may receive a grant of money in an amount equal to 90 percent, or, if the child is a pupil with a disability or has a household income that is less than 185 percent of the federally designated level signifying poverty, 100 percent, of the statewide average basic support per pupil. **Sections 7 and 8** of this bill allow a child to enroll part-time in a public school while receiving part of his or her instruction from an entity that participates in the program to receive a partial grant. Money from the grant may be used only for specified purposes.

**Section 7** of this bill authorizes the parent of a child who is required to attend school and who has attended a public school for 100 consecutive school days to enter into an agreement with the State Treasurer, according to which the child will receive instruction from certain entities and receive the grant. Each agreement is valid for 1 school year but may be terminated early and may be renewed for any subsequent school year. Not entering into or renewing an agreement for any given school year does not preclude the parent from entering into or renewing an agreement for any subsequent year.

If such an agreement is entered into, an education savings account must be opened by the parent on behalf of the child. Under **section 8** of this bill, for any school year for which the agreement is entered into or renewed, the State Treasurer must deposit the amount of the grant into the education savings account. Under **section 16** of this bill, the amount of the grant must be deducted from the total apportionment to the resident school district of the child on whose behalf the grant is made. **Section 8** provides that the State Treasurer may deduct from the amount of the grant not more than 3 percent for the administrative costs of implementing the provisions of this bill.

**Section 9** of this bill lists the authorized uses of grant money deposited in an education savings account. **Section 9** also prohibits certain refunds, rebates or sharing of payments made from money in an education savings account.

Under **section 10** of this bill, the State Treasurer may qualify private financial management firms to manage the education savings accounts. The State Treasurer must establish reasonable fees for the management of the education savings



accounts. Those fees may be paid from the money deposited in an education savings account.

**Section 11** of this bill provides requirements for a private school, college or university, program of distance education, accredited tutor or tutoring facility or the parent of a child to participate in the grant program established by this bill by providing instruction to children on whose behalf the grants are made. The State Treasurer may refuse to allow such an entity to continue to participate in the program if the State Treasurer finds that the entity fails to comply with applicable provisions of law or has failed to provide educational services to a child who is participating in the program. **Section 16.2** of this bill authorizes a child who is participating in the program to enroll in a program of distance education if the child is only receiving a portion of his or her instruction from a participating entity.

Under **section 12** of this bill, each child on whose behalf a grant is made must take certain standardized examinations in mathematics and English language arts. Subject to applicable federal privacy laws, a participating entity must provide those test results to the Department of Education, which must aggregate the results and publish data on the results and on the academic progress of children on behalf of whom grants are made. Under **section 13** of this bill, the State Treasurer must make available a list of all entities who are participating in the grant program, other than a parent of a child. **Section 13** also requires the Department to require resident school districts to provide certain academic records to participating entities.

**Sections 15.1 and 16.4** of this bill provide that a child who participates in the program but who does not enroll in a private school is an opt-in child. **Section 16.4** requires the parent or guardian of such a child to notify the school district where the child would otherwise attend or the charter school in which the child was previously enrolled, as applicable.

Existing law requires the parent of a homeschooled child who wishes to participate in activities at a public school, including a charter school, through a school district or through the Nevada Interscholastic Activities Association to file a notice of intent to participate with the school district in which the child resides. (NRS 386.430, 386.580, 392.705) **Section 16.5** of this bill enacts similar requirements for the parents of an opt-in child who wishes to participate with the school district. **Sections 15.2 and 15.3** of this bill authorize an opt-in child to participate in the Nevada Youth Legislature. **Sections 15.4-15.8 and 16.7** of this bill authorize an opt-in child to participate in activities at a public school, through a school district or through the Nevada Interscholastic Activities Association if the parent files a notice of intent to participate. **Section 16.6** of this bill requires an opt-in child who wishes to enroll in a public high school to provide proof demonstrating competency in courses required for promotion to high school similar to that required of a homeschooled child who wishes to enroll in a public high school.

**Section 14** of this bill provides that the provisions of this bill may not be deemed to infringe on the independence or autonomy of any private school or to make the actions of a private school the actions of the government of this State. **Section 15.9** of this bill exempts grants deposited in an education savings account from a prohibition on the use of public school funds for other purposes.

Existing law requires children who are suspended or expelled from a public school for certain reasons to enroll in a private school or program of independent study or be homeschooled. (NRS 392.466) **Section 16.8** of this bill authorizes such a child to be an opt-in child.



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

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

**Section 1.** Chapter 385 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 15, inclusive, of this act.

**Sec. 2.** *As used in sections 2 to 15, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 3 to 6, inclusive, of this act have the meanings ascribed to them in those sections.*

**Sec. 3.** *“Education savings account” means an account established for a child pursuant to section 7 of this act.*

**Sec. 3.5.** *“Eligible institution” means:*

*1. A university, state college or community college within the Nevada System of Higher Education; or*

*2. Any other college or university that:*

*(a) Was originally established in, and is organized under the laws of, this State;*

*(b) Is exempt from taxation pursuant to 26 U.S.C. § 501(c)(3); and*

*(c) Is accredited by a regional accrediting agency recognized by the United States Department of Education.*

**Sec. 4.** *“Parent” means the parent, custodial parent, legal guardian or other person in this State who has control or charge of a child and the legal right to direct the education of the child.*

**Sec. 5.** *“Participating entity” means a private school that is licensed pursuant to chapter 394 of NRS or exempt from such licensing pursuant to NRS 394.211, an eligible institution, a program of distance education that is not offered by a public school or the Department, a tutor or tutoring agency or a parent that has provided to the State Treasurer the application described in subsection 1 of section 11 of this act.*

**Sec. 5.5.** *“Program of distance education” has the meaning ascribed to it in NRS 388.829.*

**Sec. 6.** *“Resident school district” means the school district in which a child would be enrolled based on his or her residence.*

**Sec. 7. 1.** *Except as otherwise provided in subsection 10, the parent of any child required by NRS 392.040 to attend a public school who has been enrolled in a public school in this State during the period immediately preceding the establishment of an education savings account pursuant to this section for not less*



*than 100 school days without interruption may establish an education savings account for the child by entering into a written agreement with the State Treasurer, in a manner and on a form provided by the State Treasurer. The agreement must provide that:*

*(a) The child will receive instruction in this State from a participating entity for the school year for which the agreement applies;*

*(b) The child will receive a grant, in the form of money deposited pursuant to section 8 of this act in the education savings account established for the child pursuant to subsection 2;*

*(c) The money in the education savings account established for the child must be expended only as authorized by section 9 of this act; and*

*(d) The State Treasurer will freeze money in the education savings account during any break in the school year, including any break between school years.*

*2. If an agreement is entered into pursuant to subsection 1, an education savings account must be established by the parent on behalf of the child. The account must be maintained with a financial management firm qualified by the State Treasurer pursuant to section 10 of this act.*

*3. The failure to enter into an agreement pursuant to subsection 1 for any school year for which a child is required by NRS 392.040 to attend a public school does not preclude the parent of the child from entering into an agreement for a subsequent school year.*

*4. An agreement entered into pursuant to subsection 1 is valid for 1 school year but may be terminated early. If the agreement is terminated early, the child may not receive instruction from a public school in this State until the end of the period for which the last deposit was made into the education savings account pursuant to section 8 of this act, except to the extent the pupil was allowed to receive instruction from a public school under the agreement.*

*5. An agreement terminates automatically if the child no longer resides in this State. In such a case, any money remaining in the education savings account of the child reverts to the State General Fund.*

*6. An agreement may be renewed for any school year for which the child is required by NRS 392.040 to attend a public school. The failure to renew an agreement for any school year does not preclude the parent of the child from renewing the agreement for any subsequent school year.*



7. A parent may enter into a separate agreement pursuant to subsection 1 for each child of the parent. Not more than one education savings account may be established for a child.

8. Except as otherwise provided in subsection 10, the State Treasurer shall enter into or renew an agreement pursuant to this section with any parent of a child required by NRS 392.040 to attend a public school who applies to the State Treasurer in the manner provided by the State Treasurer. The State Treasurer shall make the application available on the Internet website of the State Treasurer.

9. Upon entering into or renewing an agreement pursuant to this section, the State Treasurer shall provide to the parent who enters into or renews the agreement a written explanation of the authorized uses, pursuant to section 9 of this act, of the money in an education savings account and the responsibilities of the parent and the State Treasurer pursuant to the agreement and sections 2 to 15, inclusive, of this act.

10. A parent may not establish an education savings account for a child who will be homeschooled, who will receive instruction outside this State or who will remain enrolled full-time in a public school, regardless of whether such a child receives instruction from a participating entity. A parent may establish an education savings account for a child who receives a portion of his or her instruction from a public school and a portion of his or her instruction from a participating entity.

Sec. 8. 1. If a parent enters into or renews an agreement pursuant to section 7 of this act, a grant of money on behalf of the child must be deposited in the education savings account of the child.

2. Except as otherwise provided in subsections 3 and 4, the grant required by subsection 1 must, for the school year for which the grant is made, be in an amount equal to:

(a) For a child who is a pupil with a disability, as defined in NRS 388.440, or a child with a household income that is less than 185 percent of the federally designated level signifying poverty, 100 percent of the statewide average basic support per pupil; and

(b) For all other children, 90 percent of the statewide average basic support per pupil.

3. If a child receives a portion of his or her instruction from a participating entity and a portion of his or her instruction from a public school, for the school year for which the grant is made, the grant required by subsection 1 must be in a pro rata based on amount the percentage of the total instruction provided to the



*child by the participating entity in proportion to the total instruction provided to the child.*

*4. The State Treasurer may deduct not more than 3 percent of each grant for the administrative costs of implementing the provisions of sections 2 to 15, inclusive, of this act.*

*5. The State Treasurer shall deposit the money for each grant in quarterly installments pursuant to a schedule determined by the State Treasurer.*

*6. Any money remaining in an education savings account:*

*(a) At the end of a school year may be carried forward to the next school year if the agreement entered into pursuant to section 7 of this act is renewed.*

*(b) When an agreement entered into pursuant to section 7 of this act is not renewed or is terminated, because the child for whom the account was established graduates from high school or for any other reason, reverts to the State General Fund at the end of the last day of the agreement.*

*Sec. 9. 1. Money deposited in an education savings account must be used only to pay for:*

*(a) Tuition and fees at a school that is a participating entity in which the child is enrolled;*

*(b) Textbooks required for a child who enrolls in a school that is a participating entity;*

*(c) Tutoring or other teaching services provided by a tutor or tutoring facility that is a participating entity;*

*(d) Tuition and fees for a program of distance education that is a participating entity;*

*(e) Fees for any national norm-referenced achievement examination, advanced placement or similar examination or standardized examination required for admission to a college or university;*

*(f) If the child is a pupil with a disability, as that term is defined in NRS 388.440, fees for any special instruction or special services provided to the child;*

*(g) Tuition and fees at an eligible institution that is a participating entity;*

*(h) Textbooks required for the child at an eligible institution that is a participating entity or to receive instruction from any other participating entity;*

*(i) Fees for the management of the education savings account, as described in section 10 of this act;*

*(j) Transportation required for the child to travel to and from a participating entity or any combination of participating entities up to but not to exceed \$750 per school year; or*



*(k) Purchasing a curriculum or any supplemental materials required to administer the curriculum.*

*2. A participating entity that receives a payment authorized by subsection 1 shall not:*

*(a) Refund any portion of the payment to the parent who made the payment, unless the refund is for an item that is being returned or an item or service that has not been provided; or*

*(b) Rebate or otherwise share any portion of the payment with the parent who made the payment.*

*3. A parent who receives a refund pursuant to subsection 2 shall deposit the refund in the education savings account from which the money refunded was paid.*

*4. Nothing in this section shall be deemed to prohibit a parent or child from making a payment for any tuition, fee, service or product described in subsection 1 from a source other than the education savings account of the child.*

*Sec. 10. 1. The State Treasurer shall qualify one or more private financial management firms to manage education savings accounts and shall establish reasonable fees, based on market rates, for the management of education savings accounts.*

*2. An education savings account must be audited randomly each year by a certified or licensed public accountant. The State Treasurer may provide for additional audits of an education savings account as it determines necessary.*

*3. If the State Treasurer determines that there has been substantial misuse of the money in an education savings account, the State Treasurer may:*

*(a) Freeze or dissolve the account, subject to any regulations adopted by the State Treasurer providing for notice of such action and opportunity to respond to the notice; and*

*(b) Give notice of his or her determination to the Attorney General or the district attorney of the county in which the parent resides.*

*Sec. 11. 1. The following persons may become a participating entity by submitting an application demonstrating that the person is:*

*(a) A private school licensed pursuant to chapter 394 of NRS or exempt from such licensing pursuant to NRS 394.211;*

*(b) An eligible institution;*

*(c) A program of distance education that is not operated by a public school or the Department;*

*(d) A tutor or tutoring facility that is accredited by a state, regional or national accrediting organization; or*

*(e) The parent of a child.*





2. *The State Treasurer shall approve an application submitted pursuant to subsection 1 or request additional information to demonstrate that the person meets the criteria to serve as a participating entity. If the applicant is unable to provide such additional information, the State Treasurer may deny the application.*

3. *If it is reasonably expected that a participating entity will receive, from payments made from education savings accounts, more than \$50,000 during any school year, the participating entity shall annually, on or before the date prescribed by the State Treasurer by regulation:*

*(a) Post a surety bond in an amount equal to the amount reasonably expected to be paid to the participating entity from education savings accounts during the school year; or*

*(b) Provide evidence satisfactory to the State Treasurer that the participating entity otherwise has unencumbered assets sufficient to pay to the State Treasurer an amount equal to the amount described in paragraph (a).*

4. *Each participating entity that accepts payments made from education savings accounts shall provide a receipt for each such payment to the parent who makes the payment.*

5. *The State Treasurer may refuse to allow an entity described in subsection 1 to continue to participate in the grant program provided for in sections 2 to 15, inclusive, of this act if the State Treasurer determines that the entity:*

*(a) Has routinely failed to comply with the provisions of sections 2 to 15, inclusive, of this act; or*

*(b) Has failed to provide any educational services required by law to a child receiving instruction from the entity if the entity is accepting payments made from the education savings account of the child.*

6. *If the State Treasurer takes an action described in subsection 5 against an entity described in subsection 1, the State Treasurer shall provide immediate notice of the action to each parent of a child receiving instruction from the entity who has entered into or renewed an agreement pursuant to section 7 of this act and on behalf of whose child a grant of money has been deposited pursuant to section 8 of this act.*

Sec. 12. 1. *Each participating entity that accepts payments for tuition and fees made from education savings accounts shall:*

*(a) Ensure that each child on whose behalf a grant of money has been deposited pursuant to section 8 of this act and who is receiving instruction from the participating entity takes:*



*(1) Any examinations in mathematics and English language arts required for pupils of the same grade pursuant to chapter 389 of NRS; or*

*(2) Norm-referenced achievement examinations in mathematics and English language arts each school year;*

*(b) Provide for value-added assessments of the results of the examinations described in paragraph (a); and*

*(c) Subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and any regulations adopted pursuant thereto, provide the results of the examinations described in paragraph (a) to the Department or an organization designated by the Department pursuant to subsection 4.*

*2. The Department shall:*

*(a) Aggregate the examination results provided pursuant to subsection 1 according to the grade level, gender, race and family income level of each child whose examination results are provided; and*

*(b) Subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and any regulations adopted pursuant thereto, make available on the Internet website of the Department:*

*(1) The aggregated results and any associated learning gains; and*

*(2) After 3 school years for which examination data has been collected, the graduation rates, as applicable, of children whose examination results are provided.*

*3. The State Treasurer shall administer an annual survey of parents who enter into or renew an agreement pursuant to section 7 of this act. The survey must ask each parent to indicate the number of years the parent has entered into or renewed such an agreement and to express:*

*(a) The relative satisfaction of the parent with the grant program established pursuant to sections 2 to 15, inclusive, of this act; and*

*(b) The opinions of the parent regarding any topics, items or issues that the State Treasurer determines may aid the State Treasurer in evaluating and improving the effectiveness of the grant program established pursuant to sections 2 to 15, inclusive, of this act.*

*4. The Department may arrange for a third-party organization to perform the duties of the Department prescribed by this section.*

*Sec. 13. 1. The State Treasurer shall annually make available a list of participating entities, other than any parent of a child.*



2. *Subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, and any regulations adopted pursuant thereto, the Department shall annually require the resident school district of each child on whose behalf a grant of money is made pursuant to section 8 of this act to provide to the participating entity any educational records of the child.*

**Sec. 14.** *Except as otherwise provided in sections 2 to 15, inclusive, of this act, nothing in the provisions of sections 2 to 15, inclusive, of this act, shall be deemed to limit the independence or autonomy of a participating entity or to make the actions of a participating entity the actions of the State Government.*

**Sec. 15.** *The State Treasurer shall adopt any regulations necessary or convenient to carry out the provisions of sections 2 to 15, inclusive, of this act.*

**Sec. 15.1.** NRS 385.007 is hereby amended to read as follows:  
385.007 As used in this title, unless the context otherwise requires:

1. "Charter school" means a public school that is formed pursuant to the provisions of NRS 386.490 to 386.649, inclusive.

2. "Department" means the Department of Education.

3. "Homeschooled child" means a child who receives instruction at home and who is exempt from compulsory attendance pursuant to NRS 392.070 ~~+~~, **but does not include an opt-in child.**

4. "Limited English proficient" has the meaning ascribed to it in 20 U.S.C. § 7801(25).

5. "**Opt-in child**" means a child for whom an education savings account has been established pursuant to section 7 of this act, who is not enrolled full-time in a public or private school and who receives all or a portion of his or her instruction from a participating entity, as defined in section 5 of this act.

6. "Public schools" means all kindergartens and elementary schools, junior high schools and middle schools, high schools, charter schools and any other schools, classes and educational programs which receive their support through public taxation and, except for charter schools, whose textbooks and courses of study are under the control of the State Board.

~~{6.}~~ 7. "State Board" means the State Board of Education.

~~{7.}~~ 8. "University school for profoundly gifted pupils" has the meaning ascribed to it in NRS 392A.040.

**Sec. 15.2.** NRS 385.525 is hereby amended to read as follows:  
385.525 1. To be eligible to serve on the Youth Legislature, a person:

(a) Must be:



(1) A resident of the senatorial district of the Senator who appoints him or her;

(2) Enrolled in a public school or private school located in the senatorial district of the Senator who appoints him or her; or

(3) A homeschooled child *or opt-in child* who is otherwise eligible to be enrolled in a public school in the senatorial district of the Senator who appoints him or her;

(b) Except as otherwise provided in subsection 3 of NRS 385.535, must be:

(1) Enrolled in a public school or private school in this State in grade 9, 10 or 11 for the first school year of the term for which he or she is appointed; or

(2) A homeschooled child *or opt-in child* who is otherwise eligible to enroll in a public school in this State in grade 9, 10 or 11 for the first school year of the term for which he or she is appointed; and

(c) Must not be related by blood, adoption or marriage within the third degree of consanguinity or affinity to the Senator who appoints him or her or to any member of the Assembly who collaborated to appoint him or her.

2. If, at any time, a person appointed to the Youth Legislature changes his or her residency or changes his or her school of enrollment in such a manner as to render the person ineligible under his or her original appointment, the person shall inform the Board, in writing, within 30 days after becoming aware of such changed facts.

3. A person who wishes to be appointed or reappointed to the Youth Legislature must submit an application on the form prescribed pursuant to subsection 4 to the Senator of the senatorial district in which the person resides, is enrolled in a public school or private school or, if the person is a homeschooled child ~~†~~ *or opt-in child*, the senatorial district in which he or she is otherwise eligible to be enrolled in a public school. A person may not submit an application to more than one Senator in a calendar year.

4. The Board shall prescribe a form for applications submitted pursuant to this section, which must require the signature of the principal of the school in which the applicant is enrolled or, if the applicant is a homeschooled child ~~†~~ *or opt-in child*, the signature of a member of the community in which the applicant resides other than a relative of the applicant.

**Sec. 15.3.** NRS 385.535 is hereby amended to read as follows:  
385.535 1. A position on the Youth Legislature becomes vacant upon:

(a) The death or resignation of a member.



(b) The absence of a member for any reason from:

(1) Two meetings of the Youth Legislature, including, without limitation, meetings conducted in person, meetings conducted by teleconference, meetings conducted by videoconference and meetings conducted by other electronic means;

(2) Two activities of the Youth Legislature;

(3) Two event days of the Youth Legislature; or

(4) Any combination of absences from meetings, activities or event days of the Youth Legislature, if the combination of absences therefrom equals two or more,

↳ unless the absences are, as applicable, excused by the Chair or Vice Chair of the Board.

(c) A change of residency or a change of the school of enrollment of a member which renders that member ineligible under his or her original appointment.

2. In addition to the provisions of subsection 1, a position on the Youth Legislature becomes vacant if:

(a) A member of the Youth Legislature graduates from high school or otherwise ceases to attend public school or private school for any reason other than to become a homeschooled child ~~†~~ **or opt-in child**; or

(b) A member of the Youth Legislature who is a homeschooled child **or opt-in child** completes an educational plan of instruction for grade 12 or otherwise ceases to be a homeschooled child **or opt-in child** for any reason other than to enroll in a public school or private school.

3. A vacancy on the Youth Legislature must be filled:

(a) For the remainder of the unexpired term in the same manner as the original appointment, except that, if the remainder of the unexpired term is less than 1 year, the member of the Senate who made the original appointment may appoint a person who:

(1) Is enrolled in a public school or private school in this State in grade 12 or who is a homeschooled child **or opt-in child** who is otherwise eligible to enroll in a public school in this State in grade 12; and

(2) Satisfies the qualifications set forth in paragraphs (a) and (c) of subsection 1 of NRS 385.525.

(b) Insofar as is practicable, within 30 days after the date on which the vacancy occurs.

4. As used in this section, "event day" means any single calendar day on which an official, scheduled event of the Youth Legislature is held, including, without limitation, a course of instruction, a course of orientation, a meeting, a seminar or any other official, scheduled activity.



**Sec. 15.4.** NRS 386.430 is hereby amended to read as follows:

386.430 1. The Nevada Interscholastic Activities Association shall adopt rules and regulations in the manner provided for state agencies by chapter 233B of NRS as may be necessary to carry out the provisions of NRS 386.420 to 386.470, inclusive. The regulations must include provisions governing the eligibility and participation of homeschooled children *and opt-in children* in interscholastic activities and events. In addition to the regulations governing eligibility ~~to~~ :

(a) A homeschooled child who wishes to participate must have on file with the school district in which the child resides a current notice of intent of a homeschooled child to participate in programs and activities pursuant to NRS 392.705.

(b) *An opt-in child who wishes to participate must have on file with the school district in which the child resides a current notice of intent of an opt-in child to participate in programs and activities pursuant to section 16.5 of this act.*

2. The Nevada Interscholastic Activities Association shall adopt regulations setting forth:

(a) The standards of safety for each event, competition or other activity engaged in by a spirit squad of a school that is a member of the Nevada Interscholastic Activities Association, which must substantially comply with the spirit rules of the National Federation of State High School Associations, or its successor organization; and

(b) The qualifications required for a person to become a coach of a spirit squad.

3. If the Nevada Interscholastic Activities Association intends to adopt, repeal or amend a policy, rule or regulation concerning or affecting homeschooled children, the Association shall consult with the Northern Nevada Homeschool Advisory Council and the Southern Nevada Homeschool Advisory Council, or their successor organizations, to provide those Councils with a reasonable opportunity to submit data, opinions or arguments, orally or in writing, concerning the proposal or change. The Association shall consider all written and oral submissions respecting the proposal or change before taking final action.

4. As used in this section, "spirit squad" means any team or other group of persons that is formed for the purpose of:

(a) Leading cheers or rallies to encourage support for a team that participates in a sport that is sanctioned by the Nevada Interscholastic Activities Association; or



(b) Participating in a competition against another team or other group of persons to determine the ability of each team or group of persons to engage in an activity specified in paragraph (a).

**Sec. 15.5.** NRS 386.462 is hereby amended to read as follows:

386.462 1. A homeschooled child must be allowed to participate in interscholastic activities and events in accordance with the regulations adopted by the Nevada Interscholastic Activities Association pursuant to NRS 386.430 if a notice of intent of a homeschooled child to participate in programs and activities is filed for the child with the school district in which the child resides for the current school year pursuant to NRS 392.705.

2. *An opt-in child must be allowed to participate in interscholastic activities and events in accordance with the regulations adopted by the Nevada Interscholastic Activities Association pursuant to NRS 386.430 if a notice of intent of an opt-in child to participate in programs and activities is filed for the child with the school district in which the child resides for the current school year pursuant to section 16.5 of this act.*

3. The provisions of NRS 386.420 to 386.470, inclusive, and the regulations adopted pursuant thereto that apply to pupils enrolled in public schools who participate in interscholastic activities and events apply in the same manner to homeschooled children *and opt-in children* who participate in interscholastic activities and events, including, without limitation, provisions governing:

- (a) Eligibility and qualifications for participation;
- (b) Fees for participation;
- (c) Insurance;
- (d) Transportation;
- (e) Requirements of physical examination;
- (f) Responsibilities of participants;
- (g) Schedules of events;
- (h) Safety and welfare of participants;
- (i) Eligibility for awards, trophies and medals;
- (j) Conduct of behavior and performance of participants; and
- (k) Disciplinary procedures.

**Sec. 15.6.** NRS 386.463 is hereby amended to read as follows:

386.463 No challenge may be brought by the Nevada Interscholastic Activities Association, a school district, a public school or a private school, a parent or guardian of a pupil enrolled in a public school or a private school, a pupil enrolled in a public school or private school, or any other entity or person claiming that an interscholastic activity or event is invalid because homeschooled children *or opt-in children* are allowed to participate in the interscholastic activity or event.



**Sec. 15.7.** NRS 386.464 is hereby amended to read as follows:

386.464 A school district, public school or private school shall not prescribe any regulations, rules, policies, procedures or requirements governing the:

1. Eligibility of homeschooled children *or opt-in children* to participate in interscholastic activities and events pursuant to NRS 386.420 to 386.470, inclusive; or

2. Participation of homeschooled children *or opt-in children* in interscholastic activities and events pursuant to NRS 386.420 to 386.470, inclusive,

↳ that are more restrictive than the provisions governing eligibility and participation prescribed by the Nevada Interscholastic Activities Association pursuant to NRS 386.430.

**Sec. 15.8.** NRS 386.580 is hereby amended to read as follows:

386.580 1. An application for enrollment in a charter school may be submitted to the governing body of the charter school by the parent or legal guardian of any child who resides in this State. Except as otherwise provided in this subsection and subsection 2, a charter school shall enroll pupils who are eligible for enrollment in the order in which the applications are received. If the board of trustees of the school district in which the charter school is located has established zones of attendance pursuant to NRS 388.040, the charter school shall, if practicable, ensure that the racial composition of pupils enrolled in the charter school does not differ by more than 10 percent from the racial composition of pupils who attend public schools in the zone in which the charter school is located. If a charter school is sponsored by the board of trustees of a school district located in a county whose population is 100,000 or more, except for a program of distance education provided by the charter school, the charter school shall enroll pupils who are eligible for enrollment who reside in the school district in which the charter school is located before enrolling pupils who reside outside the school district. Except as otherwise provided in subsection 2, if more pupils who are eligible for enrollment apply for enrollment in the charter school than the number of spaces which are available, the charter school shall determine which applicants to enroll pursuant to this subsection on the basis of a lottery system.

2. Before a charter school enrolls pupils who are eligible for enrollment, a charter school may enroll a child who:

(a) Is a sibling of a pupil who is currently enrolled in the charter school;

(b) Was enrolled, free of charge and on the basis of a lottery system, in a prekindergarten program at the charter school or any





other early childhood educational program affiliated with the charter school;

(c) Is a child of a person who is:

- (1) Employed by the charter school;
- (2) A member of the committee to form the charter school; or
- (3) A member of the governing body of the charter school;

(d) Is in a particular category of at-risk pupils and the child meets the eligibility for enrollment prescribed by the charter school for that particular category; or

(e) Resides within the school district and within 2 miles of the charter school if the charter school is located in an area that the sponsor of the charter school determines includes a high percentage of children who are at risk. If space is available after the charter school enrolls pupils pursuant to this paragraph, the charter school may enroll children who reside outside the school district but within 2 miles of the charter school if the charter school is located within an area that the sponsor determines includes a high percentage of children who are at risk.

➔ If more pupils described in this subsection who are eligible apply for enrollment than the number of spaces available, the charter school shall determine which applicants to enroll pursuant to this subsection on the basis of a lottery system.

3. Except as otherwise provided in subsection 8, a charter school shall not accept applications for enrollment in the charter school or otherwise discriminate based on the:

- (a) Race;
- (b) Gender;
- (c) Religion;
- (d) Ethnicity; or
- (e) Disability,

➔ of a pupil.

4. If the governing body of a charter school determines that the charter school is unable to provide an appropriate special education program and related services for a particular disability of a pupil who is enrolled in the charter school, the governing body may request that the board of trustees of the school district of the county in which the pupil resides transfer that pupil to an appropriate school.

5. Except as otherwise provided in this subsection, upon the request of a parent or legal guardian of a child who is enrolled in a public school of a school district or a private school, or a parent or legal guardian of a homeschooled child ~~†~~ *or opt-in child*, the governing body of the charter school shall authorize the child to participate in a class that is not otherwise available to the child at his



or her school , ~~{or}~~ *homeschool or from his or her participating entity, as defined in section 5 of this act*, or participate in an extracurricular activity at the charter school if:

(a) Space for the child in the class or extracurricular activity is available;

(b) The parent or legal guardian demonstrates to the satisfaction of the governing body that the child is qualified to participate in the class or extracurricular activity; and

(c) The child is ~~{a}~~ :

(1) A homeschooled child and a notice of intent of a homeschooled child to participate in programs and activities is filed for the child with the school district in which the child resides for the current school year pursuant to NRS 392.705 ~~{-}~~ ; or

(2) *An opt-in child and a notice of intent of an opt-in child to participate in programs and activities is filed for the child with the school district in which the child resides for the current school year pursuant to section 16.5 of this act.*

↪ If the governing body of a charter school authorizes a child to participate in a class or extracurricular activity pursuant to this subsection, the governing body is not required to provide transportation for the child to attend the class or activity. A charter school shall not authorize such a child to participate in a class or activity through a program of distance education provided by the charter school pursuant to NRS 388.820 to 388.874, inclusive.

6. The governing body of a charter school may revoke its approval for a child to participate in a class or extracurricular activity at a charter school pursuant to subsection 5 if the governing body determines that the child has failed to comply with applicable statutes, or applicable rules and regulations. If the governing body so revokes its approval, neither the governing body nor the charter school is liable for any damages relating to the denial of services to the child.

7. The governing body of a charter school may, before authorizing a homeschooled child *or opt-in child* to participate in a class or extracurricular activity pursuant to subsection 5, require proof of the identity of the child, including, without limitation, the birth certificate of the child or other documentation sufficient to establish the identity of the child.

8. This section does not preclude the formation of a charter school that is dedicated to provide educational services exclusively to pupils:

(a) With disabilities;

(b) Who pose such severe disciplinary problems that they warrant a specific educational program, including, without



limitation, a charter school specifically designed to serve a single gender that emphasizes personal responsibility and rehabilitation; or

(c) Who are at risk.

↳ If more eligible pupils apply for enrollment in such a charter school than the number of spaces which are available, the charter school shall determine which applicants to enroll pursuant to this subsection on the basis of a lottery system.

**Sec. 15.9.** NRS 387.045 is hereby amended to read as follows:

**387.045** *Except as otherwise provided in sections 2 to 15, inclusive, of this act:*

1. No portion of the public school funds or of the money specially appropriated for the purpose of public schools shall be devoted to any other object or purpose.

2. No portion of the public school funds shall in any way be segregated, divided or set apart for the use or benefit of any sectarian or secular society or association.

**Sec. 15.95.** NRS 387.1233 is hereby amended to read as follows:

**387.1233** 1. Except as otherwise provided in subsection 2, basic support of each school district must be computed by:

(a) Multiplying the basic support guarantee per pupil established for that school district for that school year by the sum of:

(1) Six-tenths the count of pupils enrolled in the kindergarten department on the last day of the first school month of the school district for the school year, including, without limitation, the count of pupils who reside in the county and are enrolled in any charter school on the last day of the first school month of the school district for the school year.

(2) The count of pupils enrolled in grades 1 to 12, inclusive, on the last day of the first school month of the school district for the school year, including, without limitation, the count of pupils who reside in the county and are enrolled in any charter school on the last day of the first school month of the school district for the school year and the count of pupils who are enrolled in a university school for profoundly gifted pupils located in the county.

(3) The count of pupils not included under subparagraph (1) or (2) who are enrolled full-time in a program of distance education provided by that school district or a charter school located within that school district on the last day of the first school month of the school district for the school year.

(4) The count of pupils who reside in the county and are enrolled:

(I) In a public school of the school district and are concurrently enrolled part-time in a program of distance education



provided by another school district or a charter school *or receiving a portion of his or her instruction from a participating entity, as defined in section 5 of this act*, on the last day of the first school month of the school district for the school year, expressed as a percentage of the total time services are provided to those pupils per school day in proportion to the total time services are provided during a school day to pupils who are counted pursuant to subparagraph (2).

(II) In a charter school and are concurrently enrolled part-time in a program of distance education provided by a school district or another charter school *or receiving a portion of his or her instruction from a participating entity, as defined in section 5 of this act*, on the last day of the first school month of the school district for the school year, expressed as a percentage of the total time services are provided to those pupils per school day in proportion to the total time services are provided during a school day to pupils who are counted pursuant to subparagraph (2).

(5) The count of pupils not included under subparagraph (1), (2), (3) or (4), who are receiving special education pursuant to the provisions of NRS 388.440 to 388.520, inclusive, on the last day of the first school month of the school district for the school year, excluding the count of pupils who have not attained the age of 5 years and who are receiving special education pursuant to subsection 1 of NRS 388.475 on that day.

(6) Six-tenths the count of pupils who have not attained the age of 5 years and who are receiving special education pursuant to subsection 1 of NRS 388.475 on the last day of the first school month of the school district for the school year.

(7) The count of children detained in facilities for the detention of children, alternative programs and juvenile forestry camps receiving instruction pursuant to the provisions of NRS 388.550, 388.560 and 388.570 on the last day of the first school month of the school district for the school year.

(8) The count of pupils who are enrolled in classes for at least one semester pursuant to subsection 5 of NRS 386.560, subsection 5 of NRS 386.580 or subsection 3 of NRS 392.070, expressed as a percentage of the total time services are provided to those pupils per school day in proportion to the total time services are provided during a school day to pupils who are counted pursuant to subparagraph (2).

(b) Multiplying the number of special education program units maintained and operated by the amount per program established for that school year.

(c) Adding the amounts computed in paragraphs (a) and (b).



2. Except as otherwise provided in subsection 4, if the enrollment of pupils in a school district or a charter school that is located within the school district on the last day of the first school month of the school district for the school year is less than or equal to 95 percent of the enrollment of pupils in the same school district or charter school on the last day of the first school month of the school district for the immediately preceding school year, the largest number from among the immediately preceding 2 school years must be used for purposes of apportioning money from the State Distributive School Account to that school district or charter school pursuant to NRS 387.124.

3. Except as otherwise provided in subsection 4, if the enrollment of pupils in a school district or a charter school that is located within the school district on the last day of the first school month of the school district for the school year is more than 95 percent of the enrollment of pupils in the same school district or charter school on the last day of the first school month of the school district for the immediately preceding school year, the larger enrollment number from the current year or the immediately preceding school year must be used for purposes of apportioning money from the State Distributive School Account to that school district or charter school pursuant to NRS 387.124.

4. If the Department determines that a school district or charter school deliberately causes a decline in the enrollment of pupils in the school district or charter school to receive a higher apportionment pursuant to subsection 2 or 3, including, without limitation, by eliminating grades or moving into smaller facilities, the enrollment number from the current school year must be used for purposes of apportioning money from the State Distributive School Account to that school district or charter school pursuant to NRS 387.124.

5. Pupils who are excused from attendance at examinations or have completed their work in accordance with the rules of the board of trustees must be credited with attendance during that period.

6. Pupils who are incarcerated in a facility or institution operated by the Department of Corrections must not be counted for the purpose of computing basic support pursuant to this section. The average daily attendance for such pupils must be reported to the Department of Education.

7. Pupils who are enrolled in courses which are approved by the Department as meeting the requirements for an adult to earn a high school diploma must not be counted for the purpose of computing basic support pursuant to this section.



**Sec. 16.** NRS 387.124 is hereby amended to read as follows:

387.124 Except as otherwise provided in this section and NRS 387.528:

1. On or before August 1, November 1, February 1 and May 1 of each year, the Superintendent of Public Instruction shall apportion the State Distributive School Account in the State General Fund among the several county school districts, charter schools and university schools for profoundly gifted pupils in amounts approximating one-fourth of their respective yearly apportionments less any amount set aside as a reserve. Except as otherwise provided in NRS 387.1244, the apportionment to a school district, computed on a yearly basis, equals the difference between the basic support and the local funds available pursuant to NRS 387.1235, minus all the funds attributable to pupils who reside in the county but attend a charter school, all the funds attributable to pupils who reside in the county and are enrolled full-time or part-time in a program of distance education provided by another school district or a charter school, ~~and~~ all the funds attributable to pupils who are enrolled in a university school for profoundly gifted pupils located in the county ~~+~~ ***and all the funds deposited in education savings accounts established on behalf of children who reside in the county pursuant to sections 2 to 15, inclusive, of this act.*** No apportionment may be made to a school district if the amount of the local funds exceeds the amount of basic support.

2. Except as otherwise provided in subsection 3 and NRS 387.1244, the apportionment to a charter school, computed on a yearly basis, is equal to the sum of the basic support per pupil in the county in which the pupil resides plus the amount of local funds available per pupil pursuant to NRS 387.1235 and all other funds available for public schools in the county in which the pupil resides minus the sponsorship fee prescribed by NRS 386.570 and minus all the funds attributable to pupils who are enrolled in the charter school but are concurrently enrolled part-time in a program of distance education provided by a school district or another charter school. If the apportionment per pupil to a charter school is more than the amount to be apportioned to the school district in which a pupil who is enrolled in the charter school resides, the school district in which the pupil resides shall pay the difference directly to the charter school.

3. Except as otherwise provided in NRS 387.1244, the apportionment to a charter school that is sponsored by the State Public Charter School Authority or by a college or university within the Nevada System of Higher Education, computed on a yearly basis, is equal to the sum of the basic support per pupil in the county



in which the pupil resides plus the amount of local funds available per pupil pursuant to NRS 387.1235 and all other funds available for public schools in the county in which the pupil resides, minus the sponsorship fee prescribed by NRS 386.570 and minus all funds attributable to pupils who are enrolled in the charter school but are concurrently enrolled part-time in a program of distance education provided by a school district or another charter school.

4. Except as otherwise provided in NRS 387.1244, in addition to the apportionments made pursuant to this section, an apportionment must be made to a school district or charter school that provides a program of distance education for each pupil who is enrolled part-time in the program. The amount of the apportionment must be equal to the percentage of the total time services are provided to the pupil through the program of distance education per school day in proportion to the total time services are provided during a school day to pupils who are counted pursuant to subparagraph (2) of paragraph (a) of subsection 1 of NRS 387.1233 for the school district in which the pupil resides.

5. The governing body of a charter school may submit a written request to the Superintendent of Public Instruction to receive, in the first year of operation of the charter school, an apportionment 30 days before the apportionment is required to be made pursuant to subsection 1. Upon receipt of such a request, the Superintendent of Public Instruction may make the apportionment 30 days before the apportionment is required to be made. A charter school may receive all four apportionments in advance in its first year of operation.

6. Except as otherwise provided in NRS 387.1244, the apportionment to a university school for profoundly gifted pupils, computed on a yearly basis, is equal to the sum of the basic support per pupil in the county in which the university school is located plus the amount of local funds available per pupil pursuant to NRS 387.1235 and all other funds available for public schools in the county in which the university school is located. If the apportionment per pupil to a university school for profoundly gifted pupils is more than the amount to be apportioned to the school district in which the university school is located, the school district shall pay the difference directly to the university school. The governing body of a university school for profoundly gifted pupils may submit a written request to the Superintendent of Public Instruction to receive, in the first year of operation of the university school, an apportionment 30 days before the apportionment is required to be made pursuant to subsection 1. Upon receipt of such a request, the Superintendent of Public Instruction may make the



apportionment 30 days before the apportionment is required to be made. A university school for profoundly gifted pupils may receive all four apportionments in advance in its first year of operation.

7. The Superintendent of Public Instruction shall apportion, on or before August 1 of each year, the money designated as the "Nutrition State Match" pursuant to NRS 387.105 to those school districts that participate in the National School Lunch Program, 42 U.S.C. §§ 1751 et seq. The apportionment to a school district must be directly related to the district's reimbursements for the Program as compared with the total amount of reimbursements for all school districts in this State that participate in the Program.

8. If the State Controller finds that such an action is needed to maintain the balance in the State General Fund at a level sufficient to pay the other appropriations from it, the State Controller may pay out the apportionments monthly, each approximately one-twelfth of the yearly apportionment less any amount set aside as a reserve. If such action is needed, the State Controller shall submit a report to the Department of Administration and the Fiscal Analysis Division of the Legislative Counsel Bureau documenting reasons for the action.

**Sec. 16.2.** NRS 388.850 is hereby amended to read as follows:

388.850 1. A pupil may enroll in a program of distance education unless:

(a) Pursuant to this section or other specific statute, the pupil is not eligible for enrollment or the pupil's enrollment is otherwise prohibited;

(b) The pupil fails to satisfy the qualifications and conditions for enrollment adopted by the State Board pursuant to NRS 388.874; or

(c) The pupil fails to satisfy the requirements of the program of distance education.

2. A child who is exempt from compulsory attendance and is enrolled in a private school pursuant to chapter 394 of NRS or is being homeschooled is not eligible to enroll in or otherwise attend a program of distance education, regardless of whether the child is otherwise eligible for enrollment pursuant to subsection 1.

3. *An opt-in child who is exempt from compulsory attendance is not eligible to enroll in or otherwise attend a program of distance education, regardless of whether the child is otherwise eligible for enrollment pursuant to subsection 1, unless the opt-in child receives only a portion of his or her instruction from a participating entity as authorized pursuant to section 7 of this act.*

4. If a pupil who is prohibited from attending public school pursuant to NRS 392.264 enrolls in a program of distance education, the enrollment and attendance of that pupil must comply with all





requirements of NRS 62F.100 to 62F.150, inclusive, and 392.251 to 392.271, inclusive.

**Sec. 16.3.** Chapter 392 of NRS is hereby amended by adding thereto the provisions set forth as sections 16.35, 16.4 and 16.5 of this act.

**Sec. 16.35.** *As used in this section and sections 16.4 and 16.5 of this act, unless the context otherwise requires, "parent" has the meaning ascribed to it in section 4 of this act.*

**Sec. 16.4. 1.** *The parent of an opt-in child shall provide notice to the school district where the child would otherwise attend or the charter school in which the child was previously enrolled, as applicable, that the child is an opt-in child as soon as practicable after entering into an agreement to establish an education savings account pursuant to section 7 of this act. Such notice must also include:*

*(a) The full name, age and gender of the child; and*

*(b) The name and address of each parent of the child.*

**2.** *The superintendent of schools of a school district or the governing body of a charter school, as applicable, shall accept a notice provided pursuant to subsection 1 and shall not require any additional assurances from the parent who filed the notice.*

**3.** *The school district or the charter school, as applicable, shall provide to a parent who files a notice pursuant to subsection 1, a written acknowledgement which clearly indicates that the parent has provided the notification required by law and that the child is an opt-in child. The written acknowledgment shall be deemed proof of compliance with Nevada's compulsory school attendance law.*

**4.** *The superintendent of schools of a school district or the governing body of a charter school, as applicable, shall process a written request for a copy of the records of the school district or charter school, as applicable, or any information contained therein, relating to an opt-in child not later than 5 days after receiving the request. The superintendent of schools or governing body of a charter school may only release such records or information:*

*(a) To the Department, the Budget Division of the Department of Administration and the Fiscal Analysis Division of the Legislative Counsel Bureau for use in preparing the biennial budget;*

*(b) To a person or entity specified by the parent of the child, or by the child if the child is at least 18 years of age, upon suitable proof of identity of the parent or child; or*

*(c) If required by specific statute.*



**5. If an opt-in child seeks admittance or entrance to any public school in this State, the school may use only commonly used practices in determining the academic ability, placement or eligibility of the child. If the child enrolls in a charter school, the charter school shall, to the extent practicable, notify the board of trustees of the resident school district of the child's enrollment in the charter school. Regardless of whether the charter school provides such notification to the board of trustees, the charter school may count the child who is enrolled for the purposes of the calculation of basic support pursuant to NRS 387.1233. An opt-in child seeking admittance to public high school must comply with NRS 392.033.**

**6. A school shall not discriminate in any manner against an opt-in child or a child who was formerly an opt-in child.**

**7. Each school district shall allow an opt-in child to participate in all college entrance examinations offered in this State, including, without limitation, the SAT, the ACT, the Preliminary SAT and the National Merit Scholarship Qualifying Test. Each school district shall upon request, provide information to the parent of an opt-in child who resides in the school district has adequate notice of the availability of information concerning such examinations on the Internet website of the school district maintained pursuant to NRS 389.004.**

**Sec. 16.5. 1. The Department shall develop a standard form for the notice of intent of an opt-in child to participate in programs and activities. The board of trustees of each school district shall, in a timely manner, make only the form developed by the Department available to parents of opt-in children.**

**2. If an opt-in child wishes to participate in classes, activities, programs, sports or interscholastic activities and events at a public school or through a school district, or through the Nevada Interscholastic Activities Association, the parent of the child must file a current notice of intent to participate with the resident school district.**

**Sec. 16.6. NRS 392.033 is hereby amended to read as follows:**

**392.033 1. The State Board shall adopt regulations which prescribe the courses of study required for promotion to high school, including, without limitation, English, mathematics, science and social studies. The regulations may include the credits to be earned in each course.**

**2. Except as otherwise provided in subsection 4, the board of trustees of a school district shall not promote a pupil to high school if the pupil does not complete the course of study or credits required for promotion. The board of trustees of the school district in which**



the pupil is enrolled may provide programs of remedial study to complete the courses of study required for promotion to high school.

3. The board of trustees of each school district shall adopt a procedure for evaluating the course of study or credits completed by a pupil who transfers to a junior high or middle school from a junior high or middle school in this State or from a school outside of this State.

4. The board of trustees of each school district shall adopt a policy that allows a pupil who has not completed the courses of study or credits required for promotion to high school to be placed on academic probation and to enroll in high school. A pupil who is on academic probation pursuant to this subsection shall complete appropriate remediation in the subject areas that the pupil failed to pass. The policy must include the criteria for eligibility of a pupil to be placed on academic probation. A parent or guardian may elect not to place his or her child on academic probation but to remain in grade 8.

5. A homeschooled child *or opt-in child* who enrolls in a public high school shall, upon initial enrollment:

(a) Provide documentation sufficient to prove that the child has successfully completed the courses of study required for promotion to high school through an accredited program of homeschool study recognized by the board of trustees of the school district ~~};~~ *or from a participating entity, as applicable;*

(b) Demonstrate proficiency in the courses of study required for promotion to high school through an examination prescribed by the board of trustees of the school district; or

(c) Provide other proof satisfactory to the board of trustees of the school district demonstrating competency in the courses of study required for promotion to high school.

6. *As used in this section, "participating entity" has the meaning ascribed to it in section 5 of this act.*

**Sec. 16.7.** NRS 392.070 is hereby amended to read as follows:

392.070 1. Attendance of a child required by the provisions of NRS 392.040 must be excused when:

(a) The child is enrolled in a private school pursuant to chapter 394 of NRS; ~~};~~

(b) A parent of the child chooses to provide education to the child and files a notice of intent to homeschool the child with the superintendent of schools of the school district in which the child resides in accordance with NRS 392.700 ~~};~~; *or*

(c) *The child is an opt-in child and notice of such has been provided to the school district in which the child resides or the*



*charter school in which the child was previously enrolled, as applicable, in accordance with section 16.4 of this act.*

2. The board of trustees of each school district shall provide programs of special education and related services for homeschooled children. The programs of special education and related services required by this section must be made available:

(a) Only if a child would otherwise be eligible for participation in programs of special education and related services pursuant to NRS 388.440 to 388.520, inclusive;

(b) In the same manner that the board of trustees provides, as required by 20 U.S.C. § 1412, for the participation of pupils with disabilities who are enrolled in private schools within the school district voluntarily by their parents or legal guardians; and

(c) In accordance with the same requirements set forth in 20 U.S.C. § 1412 which relate to the participation of pupils with disabilities who are enrolled in private schools within the school district voluntarily by their parents or legal guardians.

3. Except as otherwise provided in subsection 2 for programs of special education and related services, upon the request of a parent or legal guardian of a child who is enrolled in a private school or a parent or legal guardian of a homeschooled child ~~††~~ *or opt-in child*, the board of trustees of the school district in which the child resides shall authorize the child to participate in any classes and extracurricular activities, excluding sports, at a public school within the school district if:

(a) Space for the child in the class or extracurricular activity is available;

(b) The parent or legal guardian demonstrates to the satisfaction of the board of trustees that the child is qualified to participate in the class or extracurricular activity; and

(c) If the child is ~~††~~ :

(1) *A homeschooled child, a notice of intent of a homeschooled child to participate in programs and activities is filed for the child with the school district for the current school year pursuant to NRS 392.705 †† ; or*

(2) *An opt-in child, a notice of intent of an opt-in child to participate in programs and activities is filed for the child with the school district for the current school year pursuant to section 16.5 of this act.*

↪ If the board of trustees of a school district authorizes a child to participate in a class or extracurricular activity, excluding sports, pursuant to this subsection, the board of trustees is not required to provide transportation for the child to attend the class or activity. A homeschooled child *or opt-in child* must be allowed to participate in



interscholastic activities and events governed by the Nevada Interscholastic Activities Association pursuant to NRS 386.420 to 386.470, inclusive, and interscholastic activities and events, including sports, pursuant to subsection 5.

4. The board of trustees of a school district may revoke its approval for a pupil to participate in a class or extracurricular activity at a public school pursuant to subsection 3 if the board of trustees or the public school determines that the pupil has failed to comply with applicable statutes, or applicable rules and regulations of the board of trustees. If the board of trustees revokes its approval, neither the board of trustees nor the public school is liable for any damages relating to the denial of services to the pupil.

5. In addition to those interscholastic activities and events governed by the Nevada Interscholastic Activities Association pursuant to NRS 386.420 to 386.470, inclusive, a homeschooled child *or opt-in child* must be allowed to participate in interscholastic activities and events, including sports, if a notice of intent of a homeschooled child *or opt-in child* to participate in programs and activities is filed for the child with the school district for the current school year pursuant to NRS 392.705 ~~{ }~~ *or section 16.5 of this act, as applicable*. A homeschooled child *or opt-in child* who participates in interscholastic activities and events at a public school pursuant to this subsection must participate within the school district of the child's residence through the public school which the child is otherwise zoned to attend. Any rules or regulations that apply to pupils enrolled in public schools who participate in interscholastic activities and events, including sports, apply in the same manner to homeschooled children *and opt-in children* who participate in interscholastic activities and events, including, without limitation, provisions governing:

- (a) Eligibility and qualifications for participation;
- (b) Fees for participation;
- (c) Insurance;
- (d) Transportation;
- (e) Requirements of physical examination;
- (f) Responsibilities of participants;
- (g) Schedules of events;
- (h) Safety and welfare of participants;
- (i) Eligibility for awards, trophies and medals;
- (j) Conduct of behavior and performance of participants; and
- (k) Disciplinary procedures.

6. If a homeschooled child *or opt-in child* participates in interscholastic activities and events pursuant to subsection 5:



(a) No challenge may be brought by the Association, a school district, a public school or a private school, a parent or guardian of a pupil enrolled in a public school or a private school, a pupil enrolled in a public school or a private school, or any other entity or person claiming that an interscholastic activity or event is invalid because the homeschooled child *or opt-in child* is allowed to participate.

(b) Neither the school district nor a public school may prescribe any regulations, rules, policies, procedures or requirements governing the eligibility or participation of the homeschooled child *or opt-in child* that are more restrictive than the provisions governing the eligibility and participation of pupils enrolled in public schools.

7. The programs of special education and related services required by subsection 2 may be offered at a public school or another location that is appropriate.

8. The board of trustees of a school district:

(a) May, before providing programs of special education and related services to a homeschooled child *or opt-in child* pursuant to subsection 2, require proof of the identity of the child, including, without limitation, the birth certificate of the child or other documentation sufficient to establish the identity of the child.

(b) May, before authorizing a homeschooled child *or opt-in child* to participate in a class or extracurricular activity, excluding sports, pursuant to subsection 3, require proof of the identity of the child, including, without limitation, the birth certificate of the child or other documentation sufficient to establish the identity of the child.

(c) Shall, before allowing a homeschooled child *or opt-in child* to participate in interscholastic activities and events governed by the Nevada Interscholastic Activities Association pursuant to NRS 386.420 to 386.470, inclusive, and interscholastic activities and events pursuant to subsection 5, require proof of the identity of the child, including, without limitation, the birth certificate of the child or other documentation sufficient to establish the identity of the child.

9. The Department shall adopt such regulations as are necessary for the boards of trustees of school districts to provide the programs of special education and related services required by subsection 2.

10. As used in this section ~~the~~ “related” :

(a) “*Participating entity*” has the meaning ascribed to it in section 5 of this act.

(b) “*Related services*” has the meaning ascribed to it in 20 U.S.C. § 1401.



**Sec. 16.8.** NRS 392.466 is hereby amended to read as follows:

392.466 1. Except as otherwise provided in this section, any pupil who commits a battery which results in the bodily injury of an employee of the school or who sells or distributes any controlled substance while on the premises of any public school, at an activity sponsored by a public school or on any school bus must, for the first occurrence, be suspended or expelled from that school, although the pupil may be placed in another kind of school, for at least a period equal to one semester for that school. For a second occurrence, the pupil must be permanently expelled from that school and:

(a) Enroll in a private school pursuant to chapter 394 of NRS , *become an opt-in child* or be homeschooled; or

(b) Enroll in a program of independent study provided pursuant to NRS 389.155 for pupils who have been suspended or expelled from public school or a program of distance education provided pursuant to NRS 388.820 to 388.874, inclusive, if the pupil qualifies for enrollment and is accepted for enrollment in accordance with the requirements of the applicable program.

2. Except as otherwise provided in this section, any pupil who is found in possession of a firearm or a dangerous weapon while on the premises of any public school, at an activity sponsored by a public school or on any school bus must, for the first occurrence, be expelled from the school for a period of not less than 1 year, although the pupil may be placed in another kind of school for a period not to exceed the period of the expulsion. For a second occurrence, the pupil must be permanently expelled from the school and:

(a) Enroll in a private school pursuant to chapter 394 of NRS , *become an opt-in child* or be homeschooled; or

(b) Enroll in a program of independent study provided pursuant to NRS 389.155 for pupils who have been suspended or expelled from public school or a program of distance education provided pursuant to NRS 388.820 to 388.874, inclusive, if the pupil qualifies for enrollment and is accepted for enrollment in accordance with the requirements of the applicable program.

↪ The superintendent of schools of a school district may, for good cause shown in a particular case in that school district, allow a modification to the expulsion requirement of this subsection if such modification is set forth in writing.

3. Except as otherwise provided in this section, if a pupil is deemed a habitual disciplinary problem pursuant to NRS 392.4655, the pupil must be suspended or expelled from the school for a period equal to at least one semester for that school. For the period of the pupil's suspension or expulsion, the pupil must:



(a) Enroll in a private school pursuant to chapter 394 of NRS , *become an opt-in child* or be homeschooled; or

(b) Enroll in a program of independent study provided pursuant to NRS 389.155 for pupils who have been suspended or expelled from public school or a program of distance education provided pursuant to NRS 388.820 to 388.874, inclusive, if the pupil qualifies for enrollment and is accepted for enrollment in accordance with the requirements of the applicable program.

4. This section does not prohibit a pupil from having in his or her possession a knife or firearm with the approval of the principal of the school. A principal may grant such approval only in accordance with the policies or regulations adopted by the board of trustees of the school district.

5. Any pupil in grades 1 to 6, inclusive, except a pupil who has been found to have possessed a firearm in violation of subsection 2, may be suspended from school or permanently expelled from school pursuant to this section only after the board of trustees of the school district has reviewed the circumstances and approved this action in accordance with the procedural policy adopted by the board for such issues.

6. A pupil who is participating in a program of special education pursuant to NRS 388.520, other than a pupil who is gifted and talented or who receives early intervening services, may, in accordance with the procedural policy adopted by the board of trustees of the school district for such matters, be:

(a) Suspended from school pursuant to this section for not more than 10 days. Such a suspension may be imposed pursuant to this paragraph for each occurrence of conduct proscribed by subsection 1.

(b) Suspended from school for more than 10 days or permanently expelled from school pursuant to this section only after the board of trustees of the school district has reviewed the circumstances and determined that the action is in compliance with the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 et seq.

7. As used in this section:

(a) "Battery" has the meaning ascribed to it in paragraph (a) of subsection 1 of NRS 200.481.

(b) "Dangerous weapon" includes, without limitation, a blackjack, slungshot, billy, sand-club, sandbag, metal knuckles, dirk or dagger, a nunchaku, switchblade knife or trefoil, as defined in NRS 202.350, a butterfly knife or any other knife described in NRS 202.350, or any other object which is used, or threatened to be used,





in such a manner and under such circumstances as to pose a threat of, or cause, bodily injury to a person.

(c) "Firearm" includes, without limitation, any pistol, revolver, shotgun, explosive substance or device, and any other item included within the definition of a "firearm" in 18 U.S.C. § 921, as that section existed on July 1, 1995.

8. The provisions of this section do not prohibit a pupil who is suspended or expelled from enrolling in a charter school that is designed exclusively for the enrollment of pupils with disciplinary problems if the pupil is accepted for enrollment by the charter school pursuant to NRS 386.580. Upon request, the governing body of a charter school must be provided with access to the records of the pupil relating to the pupil's suspension or expulsion in accordance with applicable federal and state law before the governing body makes a decision concerning the enrollment of the pupil.

**Sec. 17.** This act becomes effective on:

1. July 1, 2015, for the purposes of adopting any regulations and performing any other preparatory administrative tasks necessary to carry out the provisions of this act; and
2. January 1, 2016, for all other purposes.



Brian Sandoval  
Governor



James R. Wells, CPA  
Director

Janet Murphy  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

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

Date: July 16, 2015  
To: James R. Wells, Clerk of the Board  
Governor's Finance Office  
From: Jim Rodriguez, Budget Analyst IV  
Budget Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION – STATE PUBLIC WORKS DIVISION –  
STATE PUBLIC WORKS**

Agenda Item Write-up:

Pursuant to Assembly Bill 299, of the 2005 legislative session, the State Public Work Division (SPWD), on behalf of the Department of Conservation and Natural Resources (DCNR) Division of State Lands (DLS); the Department of Corrections (DOC); and the Reno Sparks Indian Colony (RSIC), is requesting approval of an amendment to the original Development and Financing Agreement (approved at the December 2012 BOE meeting), between the RSIC and the State of Nevada, through the above referenced state agencies. The agreement will result in the design and construction of a Department of Corrections Restitution Center. The amendment adds 11.02 acre feet of water rights to the agreement, for a total of 15.33 acre feet of water, to ensure sufficient water is available to support the Restitution Center once it is complete and operational.

Additional Information:

See the attached memo from the SPWD, dated October 31, 2012.

This amendment is a cost neutral amendment, however, since the contract was initially authorized through the IFC/BOE process, in accordance with AB 299, we are submitting this contract amendment through both the BOE and IFC as an action item to allow the prevailing authorities the opportunity to review, consider, and approved, the proposed amending action.

Statutory Authority:

AB 299 of the 2005 Legislative Session (copy attached)

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

**ACTION ITEM:** \_\_\_\_\_

**Brian Sandoval**  
*Governor*



**Jeff Mohlenkamp**  
*Director*

**Gustavo "Gus" Nunez**  
*Administrator*

**Carson City Offices:**  
*Public Works Section*  
515 East Musser Street, Ste. 102  
Carson City, Nevada 89701-4263  
(775) 684-4141 | Fax (775) 684-4142

*Buildings & Grounds Section*  
(775) 684-1800 | Fax (775) 684-1821

**STATE OF NEVADA**  
**DEPARTMENT OF ADMINISTRATION**  
*Public Works Division*

**Las Vegas Offices:**  
*Public Works Section*  
1830 East Sahara, Ste. 204  
Las Vegas, Nevada 89104-3739  
(702) 486-5115 | Fax (702) 486-5094

*Buildings & Grounds Section*  
2621 East Sahara Avenue  
Las Vegas, Nevada 89104-4136  
(702) 486-4300 | Fax (702) 486-4308

## **MEMORANDUM**

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**Date:** October 31, 2012

**To:** Board of Examiners

**From:** Gus Nuñez, Administrator  
State Public Works Division, Department of Administration

**Subject:** Implementation of Assembly Bill 299  
Development and Financing Agreement

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### **Introduction**

The State Public Works Division requires Board of Examiners approval of the attached Development and Financing Agreement (DFA). While, the DFA is the master agreement between multiple state agencies for the implementation of Assembly Bill 299, Board of Examiners approval is required because the DFA terms require SPWD to act as agent for the Reno Sparks Indian Colony and manage the design and construction of a restitution center for the Nevada Department of Corrections.

Assembly Bill 299 ("AB 299") approved a land swap between the Nevada Division of State Lands, Department of Conservation and Natural Resources ("State Lands") and the Reno Sparks Indian Colony ("RSIC"). Currently, the Nevada Department of Corrections (NDOC) operates a restitution center ("State Land"). AB 299 allows RSIC to finance and construct a new restitution center for NDOC on land currently owned by the RSIC ("Tribal Land"). Upon completion of the restitution center RSIC will swap the Tribal Land and the newly constructed restitution center for the State Lands.

### **Background**

Assembly Bill 299 authorizes among other things; (1) the exchange of certain property between the RSIC and the State; (2) a contract between the State and RSIC for construction of a new restitution center for the NDOC; (3) project costs in the amount of \$8,000,000<sup>1</sup> funded by a construction loan obtained by RSIC; and (4) RSIC's tax revenue from Wal-Mart will be used to pay off the loan. (RSIC

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<sup>1</sup> \$7,500,000 is allocated to project costs including design, contractor costs, project management and inspection. \$500,000 is allocated to RSIC to pay their costs such as financing costs, legal fees and due diligence assessments of the State Land.

will also share tax revenues from Wal-Mart with the Washoe County School District). NDOC's current Restitution Center is located at 2595 E. 2<sup>nd</sup> Street in Reno along the Truckee River (State Land). The State Property is adjacent to the Wal-Mart built on RSIC land, and RSIC wants the State Property as a future site for construction of a Cultural Center. The new NDOC restitution center will be built at 290 Kietzke Lane (the south/east corner of Kietzke and E. Second) (Tribal Land). The State will take title to the RSIC property and the completed Restitution Center free and clear.

### **Development and Financing Agreement**

The attached agreement is the 'Master Agreement' for the implementation of AB 299 and provides for the following:

1. Subject to an eight million dollar project budget, RSIC as 'Owner' will finance, contract and pay for the design and construction of a Restitution Center for NDOC on Tribal Land.
2. Acting as agent for RSIC, SPWD will manage the design and construction of the Restitution Center for NDOC; RSIC will pay SPWD for these services from the project budget.
3. After completion of the construction of the Restitution Center and upon issuance of the Certificate of Occupancy by RSIC, State Lands and RSIC will exchange the Tribal Land and the State Land.
4. The State will take title to the RSIC property and the completed Restitution Center free and clear.
5. RSIC will share revenue received from tribal sales taxes derived from sales made by Wal-Mart at the Wal-Mart Store with the Washoe County School District.

AB 299 requires Interim Finance approval of the DFA. The DFA and the attached exhibits represent an agreement on all portions of the transaction authorized by AB 299.

### **Recommended Action:**

BOE to approve SPWD to contract with RSIC as their agent for the management of design and construction in the amount of \$1, 345,000 which includes project management and inspection fees and payment for all other services and goods necessary for the completion of the restitution center on behalf of NDOC.

CHAPTER.....

AN ACT relating to state lands; authorizing the exchange of certain parcels of land with the Reno-Sparks Indian Colony; authorizing the construction of a new restitution center for the Department of Corrections; authorizing an agreement to share sales tax revenue from a proposed retail project on property owned by the Reno-Sparks Indian Colony; and providing other matters properly relating thereto.

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

**Section 1.** 1. The State, with the approval of the Interim Finance Committee, may enter into a contract with the Reno-Sparks Indian Colony to carry out the provisions of this act. The State shall not commit to any portion of the transaction authorized by this act unless an agreement has been reached to carry out all of the provisions.

2. The contract authorized pursuant to this act must include the following:

(a) The construction and lease-purchase by the State of a new restitution center for the Department of Corrections on property owned by the Reno-Sparks Indian Colony;

(b) An agreement with respect to the sharing of revenue from sales tax resulting from a retail project on property owned by the Reno-Sparks Indian Colony to finance the construction of the restitution center and to benefit the Washoe County School District School Renewals Program; and

(c) The exchange of certain land owned by the State of Nevada for the parcel on which the restitution center is constructed.

3. The provisions of paragraph (a) of subsection 2 require:

(a) The Reno-Sparks Indian Colony to agree to contract for the construction of a restitution center for the Department of Corrections on property owned by the Colony at Kietzke Lane and East Second Street in Reno, Nevada, specifically Assessor's Parcels numbers 12-182-02 and 12-182-03. The contract for the construction of the restitution center must be a turn-key contract that provides that the contractor will complete the design, engineering, procurement and construction of the restitution center so that the restitution center is ready for occupancy at the conclusion of the contract and that the contractor assumes all risks associated with the contract. The contract must include a provision that requires payment of prevailing wages pursuant to NRS 338.020 to 338.090, inclusive, to all skilled mechanics, skilled workmen, semiskilled mechanics, semiskilled workmen or unskilled labor who perform

work on the construction of the restitution center. The design of the restitution center and the contract for construction must be approved by the Department of Corrections.

(b) Upon completion of the construction of the restitution center pursuant to paragraph (a), an agreement between the State and the Reno-Sparks Indian Colony for the lease-purchase of the facility by the State. To the extent that they do not conflict with the provisions of this act, the provisions of NRS 353.500 to 353,630, inclusive, apply to a lease-purchase agreement entered into pursuant to this paragraph.

4. The agreement pursuant to the provisions of paragraph (b) of subsection 2 must provide for:

(a) A portion of the sales tax revenue from the proposed retail project on property of the Reno-Sparks Indian Colony to be used to offset the State's annual lease payments for the restitution center.

(b) A portion of the sales tax revenue from the proposed retail project to be paid to the Washoe County School District.

(c) Upon completion of the payments for the restitution center, a revised amount to be paid on a continuing basis to the Washoe County School District.

5. The agreement pursuant to paragraph (c) of subsection 2 must provide for the exchange of the property on which the restitution center is constructed for the property owned by the State on which the Northern Nevada Restitution Center is currently located, 2595 East Second Street in Reno, Nevada, Assessor's Parcel Number 12-301-02. The State must agree, upon completion of the exchange, to support an application by the Colony to place the former State land in Federal Trust.

6. The State and the Reno-Sparks Indian Colony must comply with all applicable local, state and federal law and obtain any necessary approvals from local, state and federal agencies with respect to the provisions of this act. The Reno-Sparks Indian Colony must obtain letters of support or resolutions from the City of Reno and Washoe County that approve the exchange of land pursuant to paragraph (c) of subsection 2.

7. The State and the Reno-Sparks Indian Colony may include in a contract entered into pursuant to this act any other provisions necessary or convenient to carry out the contract that are not inconsistent with the provisions of this act.

8. The provisions of NRS 323.100 do not apply to a contract entered into pursuant to this act.

**Sec. 2.** This act becomes effective on July 1, 2005.

### 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: **13913**

Amendment Number: **1**

Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION**

Legal Entity Name: **Reno Sparks Indian Colony**

Agency Code: **082**

Contractor Name: **Reno Sparks Indian Colony**

Appropriation Unit: **1553 - All Categories**

Address: **98 Colony Road**

Is budget authority available?: **Yes**

City/State/Zip: **Reno, NV 89502**

If "No" please explain: **Not Applicable**

Contact/Phone: **775-329-2936**

Vendor No.:

NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenues from the Reno Sparks Indian Colony</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2013**

Anticipated BOE meeting date **08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **01/08/2017**

Contract term: **4 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **Proj Mgmt Agreement**

5. Purpose of contract:

**This is the first amendment to the original contract that appoints the division as the primary project manager for the land exchange transaction with the Reno Sparks Indian Colony. This amendment provides for the transfer of an additional 11.02 acre feet of water from existing credits on other land it owns and from existing water rights owned by the Reno Sparks Indian Colony to the Tribal land so that a total of 15.33 acre feet of water credits are associated with the Tribal land. This action is required by the Truckee Meadows Water Authority to ensure there is sufficient water to serve the restitution center when it becomes operational. There is no cost impact to contract as a result of this action.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,345,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$0.00
4. New maximum contract amount:	\$1,345,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**AB 299 of the 2005 Legislative Session**

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?

N/A

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	07/14/2015 16:23:08 PM
Division Approval	dgrimm	07/14/2015 16:23:16 PM
Department Approval	dgrimm	07/14/2015 16:23:20 PM
Contract Manager Approval	dgrimm	07/14/2015 16:23:35 PM
Budget Analyst Approval	jrodrig9	07/16/2015 19:29:19 PM
BOE Agenda Approval	jburry	07/21/2015 17:27:59 PM

**FIRST AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT**

**ASSEMBLY BILL 299 OF THE 2005 NEVADA LEGISLATURE**

This First Amendment to Development and Financing Agreement ("First Amendment") is made as of this 7<sup>th</sup> day of July, 2015, by and between the Reno-Sparks Indian Colony, a federally recognized Indian tribe ("RSIC"), organized pursuant to the provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. § 476) as amended, and the State of Nevada ("State"), by and through the Nevada Division of State Lands, Department of Conservation and Natural Resources, ("State Lands"), the Nevada Department of Corrections ("NDOC"), and the State Public Works Division, Department of Administration ("SPWD") (collectively referred to as "the Parties").

**RECITALS**

**WHEREAS**, the Parties have previously entered into that certain Development and Financing Agreement effective February 6, 2013 ("the Agreement").

**WHEREAS**, the Parties desire to amend Article V, *Operation of Tribal Land, State Land, and Land Exchange*, Section 5.3 of the Agreement as pertaining to the Land Exchange provided for in the Agreement.

**WHEREAS**, the Agreement currently provides that the Parties will exchange the State Land and the Tribal Land exclusive of water rights;

**WHEREAS**, subsequent to the execution of the Agreement, RSIC transferred an additional 11.02 acre-feet of water from existing credits on other land it owns and from existing water rights owned by RSIC to the Tribal Land so that a total of 15.33 acre-feet of water credits are now associated with the Tribal Land;

**WHEREAS**, this transfer was required by the Truckee Meadows Water Authority and will provide sufficient water to serve the Restitution Center;

**WHEREAS**, the State owns sufficient water rights in the TMWA service area such that it has or would be entitled to 15.33 acre-feet of water credits from TMWA;

**WHEREAS**, the exchange of the State Land and the Tribal Land inclusive of 15.33 acre feet of water credits will result in an exchange of equal amounts and value of water credits and will expedite the process of obtaining the necessary utility service on the respective sites.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual agreements, covenants and promises contained in this First Amendment and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT:**

1. **Definitions.** Capitalized terms used in this First Amendment without definition shall have the meanings assigned to such terms in the Agreement, unless the context expressly requires otherwise.
2. **Article V, Section 5.3.** Article V, Section 5.3 of the Agreement shall be amended to read as follows:

Upon satisfaction of any and all other conditions that may be contained herein, completion of the Construction Project, and the issuance of a Certificate of Occupancy for the Restitution Center, RSIC shall convey the Tribal Land along with any and all improvements thereon to State and State shall convey the State Land along with any and all improvements thereon at the time of Closing, to RSIC. The properties (collectively referred to as "the Property") to be exchanged hereunder shall be conveyed inclusive of all water rights, credits, ditch rights or water-related rights appurtenant, dedicated, or otherwise related thereto.

3. **Full Force and Effect.** Except as expressly modified by this First Amendment, the Agreement remains unmodified and in full force and effect. All references in the Agreement to "this Agreement" or "the Agreement" shall be deemed references to the Agreement as modified by this First Amendment.

4. **Counterparts; Facsimile Signatures.** This First Amendment may be executed in one or more counterparts and the signature pages combined to constitute one document. Facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year herein written.

[signature block appears on next page]

**RENO-SPARKS INDIAN COLONY**

Arlan D. Melendez  
Arlan D. Melendez, Chairman

DATE: 6-26-15

**STATE PUBLIC WORKS DIVISION**

Gustavo 'Gus' Nunez  
Gustavo 'Gus' Nunez, Administrator

DATE: 7-6-15

**NEVADA DIVISION OF STATE LANDS**

Charles Donohue  
Charles Donohue, Registrar of State Lands

DATE: 7/2/15

**NEVADA DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
Greg Cox, Director

DATE: \_\_\_\_\_

**RENO-SPARKS INDIAN COLONY**

*Arlan D. Melendez*  
Arlan D. Melendez, Chairman

DATE: 6/26/15

**STATE PUBLIC WORKS DIVISION**

*Gustavo 'Gus' Nunez*  
Gustavo 'Gus' Nunez, Administrator

DATE: 7-6-15

**NEVADA DIVISION OF STATE LANDS**

*Charles Donohue*  
Charles Donohue, Registrar of State Lands

DATE: 7/2/15

**NEVADA DEPARTMENT OF CORRECTIONS**

*Greg Cox*  
Greg Cox, Director

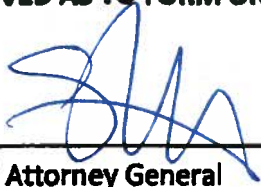
DATE: 7/7/15

**NEVADA BOARD OF EXAMINERS**

\_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM ONLY:**



\_\_\_\_\_  
Deputy Attorney General

DATE: 7/6/15

*Original Agreement*

### 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: **13913**

Agency Name: **STATE PUBLIC WORKS DIVISION**  
Agency Code: **082**  
Appropriation Unit: **1565 - All Categories**  
Is budget authority available?: **No**

Legal Entity Name: **Reno Sparks Indian Colony**  
Contractor Name: **Reno Sparks Indian Colony**  
Address: **98 Colony Road**  
City/State/Zip: **Reno, NV 89502**  
Contact/Phone: **775-329-2936**

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.

Vendor No.:  
NV Business ID: **Gov't entity**  
**2013-2017**

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	<b>100.00 % Revenue Contract</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/08/2013**  
Anticipated BOE meeting date **01/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

**RECEIVED**

JUL 14 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

3. Termination Date: **01/08/2017**  
Contract term: **4 years and 1 day**

4. Type of contract: **Revenue Contract**  
Contract description: **Proj Mgmt Agreement**

5. Purpose of contract:

**This is a new revenue contract that appoints the division as the primary project manager for the land exchange transaction with the Reno Sparks Indian Colony.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,345,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**AB 299**

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?

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	dgrimm	11/29/2012 08:41:01 AM
Division Approval	dgrimm	11/29/2012 08:41:04 AM
Department Approval	dgrimm	11/29/2012 08:41:10 AM
Contract Manager Approval	dgrimm	11/29/2012 08:41:18 AM
Budget Analyst Approval	cwatson	11/29/2012 08:45:55 AM
BOE Agenda Approval	cwatson	11/29/2012 08:51:31 AM
BOE Final Approval	awilli10	12/06/2012 09:18:25 AM

**DEVELOPMENT AND FINANCING AGREEMENT  
ASSEMBLY BILL 299 OF THE 2005 NEVADA LEGISLATURE**

This Development and Financing Agreement ("Agreement") is made as of this 5<sup>th</sup> day of December, 2012, by and between the Reno-Sparks Indian Colony, a federally recognized Indian tribe ("RSIC"), organized pursuant to the provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. § 476) as amended, and the State of Nevada ("State"), by and through the Nevada Division of State Lands, Department of Conservation and Natural Resources, ("State Lands"), the Nevada Department of Corrections ("NDOC"), and the State Public Works Division, Department of Administration ("SPWD") (collectively referred to as "the Parties").

**RECITALS**

WHEREAS, in 2005, the Nevada legislature passed and the governor signed Assembly Bill 299 ("AB 299"), pursuant to which, among other things, State Lands was authorized to engage in a land exchange transaction with RSIC; and

WHEREAS, under AB 299, the State with the approval of the Interim Finance Committee, may enter into an agreement with RSIC where pursuant to such agreement RSIC would contract for and finance the construction of a new restitution center (the "Restitution Center") for NDOC on land to be conveyed to State Lands by RSIC in exchange for land to be conveyed to RSIC by State Lands; and

WHEREAS, the Restitution Center is intended to consist of a structure and related site improvements, the purpose of which will be to house inmates serving a prison term in NDOC who are eligible for assignment to an institution or facility of minimum security under Nevada Revised Statute ("NRS") 209.481 and applicable regulations; and

WHEREAS, AB 299 requires that the design of the Restitution Center and the contract for construction be approved by NDOC; and

WHEREAS, AB 299 requires that the contract for the construction of the Restitution Center be a turn-key contract that provides that the contractor will complete the design, engineering, procurement and construction of the Restitution Center so that the Restitution Center is ready for occupancy at the conclusion of the contract and that the contractor assumes all risks associated with the contract; and

WHEREAS, the Restitution Center will be built on land currently owned by RSIC ("Tribal Land"), as legally described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the State owns the land upon which an NDOC restitution center is currently located ("State Land"), as legally described in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, after completion of construction of the Restitution Center and upon the issuance of the Certificate of Occupancy by RSIC, the State and RSIC will exchange the above described property and RSIC shall deed its real property, and all improvements thereon, to the State, and the State shall deed its property, and all improvements thereon, to RSIC. The exchange deeds shall be in the form attached hereto as Exhibit C; and

WHEREAS, given that the ultimate user and owner of the Restitution Center will be the State by and through NDOC, RSIC desires to grant authority and oversight to the appropriate agency of State for all actions necessary to manage the design, construction, furnishing and otherwise ready the Restitution Center for use in the manner contemplated hereby; and

WHEREAS, the Parties, in performing the necessary due diligence to implement AB 299 and facilitate the design and construction of the Restitution Center for NDOC, determined that, pursuant to NRS 341.153, the appropriate State agency to oversee and manage the design and construction of the AB 299 Project is SPWD; and

WHEREAS, pursuant to NRS 338.020 to 338.090, SPWD will also administer and enforce prevailing wage laws for the duration of the construction of the AB 299 Project; and

WHEREAS, the State shall not commit to any portion of the transactions authorized by AB 299 unless an agreement has been reached to carry out all of the provisions of AB 299.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

#### **ARTICLE I--DEFINITIONS**

1.1 "AB 299 Project" shall mean the Restitution Center as established through AB 299, and includes the Construction Project, and the work associated with the Design Contract Documents, Other Contracts and the Additional Colony Expenses.

1.2 "AB 299 Project Budget" means the Fixed Project Costs and the Additional Colony Expenses, attached hereto as Exhibit D.

1.3 "AB 299 Project Schedule," attached hereto as Exhibit E, means the overall schedule for the entire AB 299 Project prepared by SPWD in consultation with the Architect and the CMAR, from design through pre-construction, construction, furniture, fixtures and equipment, and occupancy of the building by NDOC for its intended use as a Restitution Center, and any amendments thereto. The Project Schedule also includes a cash flow estimate.

1.4 "AB299 Project Documents" means all documents included in the List of Exhibits, "Other Contracts", and any other documents identified herein, excluding this Agreement.

1.5 "Additional Colony Expenses" is the maximum fixed sum of \$493,894.00 of additional expenses outside of the Fixed Project Costs.

1.6 "Agreement" means this Development and Finance Agreement.

1.7 "Architect" shall have the meaning ascribed to it in the General Conditions.

1.8 "Building Official" means the Deputy Administrator for Compliance and Code Enforcement for SPWD as defined in NRS 341.100 (9), who shall have such authority as set forth in NRS 341.145(2), except as otherwise provided herein.

1.9 "Change Order" shall have the meaning ascribed to it in the General Conditions.

1.10 "Closing" shall be the escrow transaction for the official land exchange.

1.11 "Construction Contract Documents," attached hereto as Exhibit F, includes the following:

(a) the Owner-CMAR Pre-Construction Agreement ("Pre-Construction Agreement");

(b) the Owner-CMAR Construction Agreement (the "CMAR Agreement");

(c) the CMAR General Conditions of Contract ("General Conditions");

(d) the Supplemental General Conditions;

(e) the CMAR GMP Proposal Instructions;

(f) the CMAR Fee Basis;

(g) the GMP Proposal and;

(h) the Progress Payment Application.

1.12 "Construction Manager at Risk ("CMAR")" shall be Q&D Construction and shall have the meaning ascribed to it in the General Conditions.

1.13 "Construction Project" is the "Project" as defined in the General Conditions.

1.14 "Construction Schedule" means the schedule prepared by the CMAR in accordance with the General Conditions.

1.15 "Construction Site" means the portion of Tribal Land upon which the Restitution Center will be constructed, as designated in the Construction Contract Documents.

1.16 "Design" means those services performed by the Architect or its employees and sub-consultants, including architectural, civil, structural, mechanical, electrical, landscape architecture, all other specialty consultants, and all other services necessary to complete the Project in accordance with the terms of the Design Contract Documents.

1.17 "Design Contract Documents," attached hereto as Exhibit G, include the following:

(a) the Professional Services Agreement;

(b) the Nevada State Public Works Divisions Scope of Professional Services, and;

(c) the Nevada State Public Works Division Adopted Standards.

1.18 "Drawings" means the documents prepared by the Architect in accordance with the Design Contract Documents necessary for the design and construction of the Project.

1.19 "Effective Date" of the Agreement shall mean the date upon which the Agreement is approved by both the Nevada Board of Examiners and the U.S. Bureau of Indian Affairs.

1.20 "Execution Date of the Agreement" shall mean the date this Agreement is executed by the last Party to sign the Agreement.

1.21 "Escrow Agent" shall be the Escrow Agent designated at the Closing.

1.22 "Fixed Project Costs" is the maximum fixed sum of \$7,506,106.00 allocated under the Agreement for the payment of all categories of services budgeted on the AB 299 Project Budget inclusive of all costs under the Design Contract Documents, the Construction Contract Documents, and Other Contracts, and does not include Additional Colony Expenses.

1.23 "Guaranteed Maximum Price" is the maximum cost for the Work as delineated in the CMAR Agreement and is also referred to as the Contract Sum in various Construction Contract Documents including the General Conditions.

1.24 "Improvements" means any buildings, structures or other improvements now or hereafter existing on the Tribal Land and State Land.

1.25 "Other Contracts" means contracts for the purchase of furniture, fixtures and equipment, and for other services or goods as may be necessary for the completion of the AB 299 Project.

1.26 "Owner" shall be the RSIC and shall have the meaning ascribed to it in the General Conditions.

1.27 "Owner's Agent" shall be SPWD, who shall have all authority, responsibility, duties and rights of the Owner only as expressly set forth herein, and as expressly enumerated in the Design Contract Documents and the Construction Contract Documents.

1.28 "Plans and Specifications" means the documents prepared by the Architect in accordance with the Design Contract Documents necessary for the design and construction of the Project.

1.29 "Project Cost Estimate" is the breakdown of the estimated costs for all categories of activities necessary for completion of the AB 299 Project, subject to the \$8,000,000.00 as set forth in the AB 299 Project Budget, attached hereto as Exhibit D.

1.30 "Restitution Center" means a newly constructed transitional housing center for NDOC on land defined herein as "Tribal Land" that is intended to be conveyed to the State in exchange for the land defined herein as "State Land" which shall house inmates serving a prison term in NDOC who are eligible for assignment to an institution or facility of minimum security under NRS 209.481 and applicable regulations. The Restitution Center is intended to be utilized by the NDOC as a facility which enables eligible inmates to live in the community while obtaining regular employment, enrolling in academic courses, participating in vocational training programs, utilizing community resources in meeting their personal and family needs, and participating in whatever other approved programs that may exist within the community.

1.31 "RSIC" means the Reno-Sparks Indian Colony, a federally recognized Indian Tribe organized pursuant to the provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. § 476), as amended.

1.32 "State Land" means Assessor's Parcel Number 12-301-02, as more particularly described in Exhibit B.

1.33 "State" means the State of Nevada by and through the Nevada Division of State Lands, Department of Conservation and Natural Resources ("State Lands"), the Nevada Department of Corrections ("NDOC"), and the State Public Works Division, Department of Administration ("SPWD").

1.34 "State Land Permitted Encumbrances" shall mean those permitted exceptions set forth in the Preliminary Title Report dated September 25, 2012, First American Title Company of Nevada Commitment No. 143-2410795.

1.35 "Tribal Land" means APN Assessor's Parcel Numbers 12-182-03 and 12-182-02, as more particularly described in Exhibit A.

1.36 "Tribal Land Permitted Encumbrances" shall mean those permitted exceptions set forth in the Preliminary Title Report dated April 8, 2012, First American Title Company of Nevada Commitment No. 143-2411037.

#### **ARTICLE II--ENGAGEMENT & DUTIES OF SPWD**

2.1 Subject to the terms and conditions of this Agreement, RSIC will enter into each of the Design Contract Documents and the Construction Contract Documents as Owner and, in consideration of the monies paid to SPWD as set forth in the Fixed Project Costs and other matters herein, SPWD will act as Owner's Agent under all Design Contract Documents and the Construction Contract Documents. In addition to the duties, responsibilities, rights and authority enumerated in the Design Contract Documents and the Construction Contract Documents, SPWD, as Owner's Agent and as Building Official, shall do, or cause the following to be done:

- (a) Apply SPWD codes and building standards applicable to construction of the Restitution Center; said codes and building standards shall be at least as stringent as the building codes and standards in effect in the City of Reno, Nevada, in existence the day RSIC issues the building permit for the Construction Project;
- (b) Prior to application for the building permit, approve Plans and Specifications and verify in writing to the RSIC Planning Department that the Plans and Specifications comply with the applicable codes, standards, the Design Contract Documents, the Construction Contract Documents, and this Agreement, for the Construction Project;
- (c) Coordinate with RSIC for submittal of the application for the building permit to the RSIC Planning Department for approval;

- (d) Conduct all necessary or appropriate building inspections and quality assurance reviews as the Construction Project progresses;
- (e) Prior to issuance of the Certificate of Occupancy by RSIC, verify, in writing, to the RSIC Planning Department that all requirements of the Building Permit, the Construction Contract Documents, and this Agreement have been met for the Construction Project;
- (f) Subject to the limit on Fixed Project Costs, enter into Other Contracts for the purchase of furniture, fixtures and equipment, and for other services or goods as may be necessary for the completion of the AB 299 Project; and
- (g) Approve any and all changes to the Construction Contract Documents or other approvals or consents necessary or appropriate under the Construction Contract Documents that do not:
  - (i) Materially alter the design of the Restitution Center from that which had been approved by RSIC and NDOC; or
  - (ii) Increase the costs of the Project so that the Fixed Project Costs exceed the maximum fixed sum of \$7,506,106.00.

2.2 Subject to any limitations or conditions set forth herein, SPWD shall take actions necessary or cause others to take actions necessary to cause the Restitution Center to be built, complete and available for occupancy and operation in the manner contemplated hereby in compliance with applicable federal, state, tribal and local laws, regulations, ordinances or other form of governmental regulation, in accordance with the AB 299 Project Documents and within the Fixed Project Costs.

2.3 SPWD shall oversee and verify the Architect's performance is in compliance with the Design Contract Documents. SPWD shall coordinate with RSIC, NDOC and the CMAR on the development of the Architect's Plans and Specifications in accordance with the Design Contract Documents at Schematic Design, Design Development, and 100% Construction, as further set forth in the Design Contract Documents. SPWD shall obtain written approval from NDOC and RSIC at each required stage.



2.4 SPWD shall prepare and periodically update the AB 299 Project Schedule, in coordination with RSIC, to verify the AB 299 Project Schedule is consistent with the land exchange and the financing provisions set forth herein.

2.5 SPWD shall have control of the Construction Site as defined in the Construction Contract Documents as the Owner's agent, although RSIC shall have access to such Site at all times, subject to any reasonable limitations or conditions (e.g., hard hats, safety glasses) that the CMAR may impose for safety reasons.

2.6 SPWD shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the CMAR under the Construction Contract Documents, of the Architect under the Design Contract Documents, and such other persons or entities as SPWD may contract with (Other Contracts) to provide services or materials related to the AB 299 Project, and shall manage completion of the AB 299 Project in accordance with the Fixed Project Costs and the AB 299 Project Schedule.

2.7 SPWD shall endeavor to obtain satisfactory performance from the CMAR and the Architect. Upon notice to RSIC, SPWD shall take all necessary or appropriate action in the name of RSIC when requirements of the Design Contract Documents or the Construction Contract Documents are not being fulfilled. However, SPWD does not have the authority to commence litigation or any form of dispute resolution (such as mediation proceedings) in connection therewith without the written consent of RSIC, given or withheld in RSIC's sole discretion.

2.8 Payment of Fixed Project Costs (Architect and Construction): Upon receipt by SPWD of the Architect or the CMAR's Progress Payment Application, within thirty (30) days of receipt, SPWD will approve, modify or reject such Progress Payment Application pursuant to the Design Contract Documents or the Construction Contract Documents. The final agreed upon Progress Payment Application will be executed by SPWD and transmitted to RSIC for payment. RSIC will make payment directly to the Architect or the CMAR. Pursuant to the Design Contract Documents and Construction Contract Documents, payment must be made to the Architect or the CMAR within thirty (30) days of RSIC's receipt and approval of SPWD's final approval of the Progress Payment Application.

2.9 Payment of Fixed Project Costs (SPWD): SPWD will invoice RSIC directly for costs incurred in connection with SPWD's administration and management of the AB 299 Project as RSIC's

agent, including but not limited to SPWD's inspection and project management fees, by submitting the Request for Payment Form attached hereto as Exhibit H. All requests for payment shall include appropriate back-up for the amounts requested. Payment must be made directly to SPWD within thirty (30) days of RSIC's receipt and approval of the Request for Payment.

2.10 Payment of Fixed Project Costs (Other Contracts): For payment of costs incurred for Other Contracts only, RSIC will advance SPWD the funds necessary for the payment of these services. To request advance payment, SPWD shall submit the Request for Payment Form to RSIC. Anticipated advance funds will be included in the AB 299 Project Schedule. SPWD will submit approved invoices to RSIC along with appropriate back-up evidencing work performed and payment by SPWD for such work performed under Other Contracts on behalf of the AB 299 Project. A separate accounting of all monies paid for Other Contracts shall be provided to RSIC on a quarterly basis.

2.11 SPWD's execution and approval of any Progress Payment Application from the Architect or the CMAR shall constitute a representation to RSIC, based on SPWD's determinations at the Construction Site and on the data comprising the Architect or the CMAR's Progress Payment Application, that the work for which payment is sought: (a) has progressed to the point indicated; (b) the quality of such work is in accordance with the Design Contract Documents or the Construction Contract Documents and is acceptable to SPWD; and (c) that the Architect or the CMAR is entitled to payment in the amount requested.

2.12 SPWD's determinations associated with the Construction Project shall be based on such inspections and reviews as are reasonably necessary to make such determinations.

2.13 SPWD, in coordination with the Architect, shall review, evaluate and document claims of liability made by contractors and third parties relating, directly or indirectly, to the work performed. SPWD shall promptly inform RSIC of any claim and shall take such actions with respect therewith as RSIC may reasonably require so long as such actions are authorized under the terms of the Construction and Design Contract Documents

2.14 Prior to the execution of any contract, SPWD shall verify that all contractors have the insurance required by the relevant contract and shall, upon request, forward certificates of insurance evidencing such coverage to RSIC with RSIC named as an additional insured.

2.15 As part of SPWD inspection duties and in conjunction with the duties and obligations of the CMAR, SPWD inspectors shall cause to or shall record the progress of the Construction Project, including providing reasonably detailed reports to RSIC on the progress of the work, including percentages of completion, and keeping a daily log containing a record of weather, each contractor's work on the Construction Project, number of workers, identification of equipment, work accomplished, and problems encountered.

2.16 SPWD shall maintain at least one record copy of all AB 299 Project Documents, including but not limited to Construction Contract Documents, Design Contract Documents, Change Orders, Plans and Specifications, Drawings, Other Contracts, and any addenda, or modifications to any of the foregoing, in good order and marked currently to record changes and selections made during construction, and, in addition, approved shop drawings, product data, samples and similar required submittals. SPWD shall make all such records available to the Architect and, upon completion of the Construction Project, shall deliver an electronic copy to RSIC.

2.17 In addition to the foregoing, SPWD shall take any and all such other steps necessary or appropriate to ensure that the AB 299 Project is completed in accordance with the Design Contract Documents, Construction Contract Documents, Other Contracts, and applicable law, including SPWD building codes, and at a cost that does not exceed the Fixed Project Costs. In the event an action is required to meet those requirements that are beyond the scope of SPWD authority hereunder, SPWD shall immediately notify RSIC, in reasonable detail, of the issues involved and provide a recommended course of action.

2.18 Pursuant to Section 3.6 of the CMAR General Conditions of Contract, the Surety and the CMAR unconditionally guarantee all workmanship and materials incorporated in the Work to be and remain free of defects for a period of one year from the date of the Certificate of Substantial Completion, or for such longer periods as stipulated in the Contract Documents. Upon completion of the Construction Project and occurrence of the land exchange contemplated hereby, RSIC shall assign to State (or its designated department or division) RSIC's interest in any and all warranties relating to the Construction Project. Assignment of such warranties shall be RSIC's sole obligation with respect to construction defects occurring at, or maintenance or repairs of, the Construction Project, and RSIC shall have absolutely no liability for construction defects, variations from the Design Contract

Documents, Construction Contract Documents, Other Contracts, or other matters related to the design and construction of the AB 299 Project. At Closing, an assignment of warranties shall be executed consistent with the Construction Contract Documents.

2.19 Upon termination of this Agreement, SPWD shall promptly terminate, as Owner's agent, any and all contracts entered into by RSIC to carry out the Construction Project. This provision shall survive termination of this Agreement.

**ARTICLE III--COSTS, FINANCING, and  
COMMENCEMENT OF CONSTRUCTION**

3.1 It is the sole responsibility of RSIC to finance and pay all costs associated with the AB 299 Project, and the maximum amount that RSIC shall be required to pay hereunder shall be subject to the AB 299 Project Budget. No increase to the Fixed Project Costs shall be worked by any amendment or revision to the Design Contract Documents, the Construction Contract Documents (including Change Orders), or Other Contracts, unless such increase to the Fixed Construction Cost is set forth in a written agreement signed by RSIC expressly changing the scope or design of the Construction Project and agreeing to a resulting increase in the Fixed Project Cost. Any such agreement to increase the Fixed Project Cost shall be solely and absolutely within the discretion of RSIC. RSIC will retain any cost savings achieved on the \$7,506,106 Fixed Project Budget.

3.2 SPWD has prepared a Project Cost Estimate as included in the AB 299 Project Budget attached hereto as Exhibit D. With the exception of Additional Colony Expenses, SPWD will manage the AB 299 Project within the Fixed Project Costs. All line item costs in the Project Cost Estimate are estimated with the best information available in 2012. It is expected that the actual costs incurred during the project implementation may require that funds be shifted from one line item category of the Fixed Project Costs to another line item category of the Fixed Project Costs by SPWD. However, the Fixed Project Costs portion of the AB 299 Project Budget cannot be exceeded unless additional funds are approved as stated in section 3.1. If a line item category is changed, SPWD shall provide RSIC with an updated Project Cost Estimate on a quarterly basis.

3.3 RSIC shall provide State with documentation evidencing that financing for the funding of the AB 299 Project is in place and that the Restitution Center was not used as collateral for such financing. Proof of financing must include confirmation that the payment process set forth in Article

2, sections 2.9, 2.10 and 2.11 has been approved and established by the Bank and the appropriate authority at RSIC. Proof of financing must also confirm controls that limit access to the funds to persons authorized by RSIC and that such funds are only dedicated for payment of authorized costs under the AB 299 Project Budget and pursuant to the terms of the AB 299 Project Documents. In the event that financing cannot be obtained despite RSIC's best efforts, RSIC shall have the right to terminate this Agreement pursuant to Article VIII.

3.4 Once financing is obtained for the AB 299 Project, and upon RSIC receiving adequate approval, as determined in its sole and absolute discretion, by the U.S. Bureau of Indian Affairs such that the Tribal Land shall be taken out of Trust by the Bureau of Indian Affairs to allow the land exchange to occur on or before the first business day that is twenty (20) days after the issuance by RSIC of a Certificate of Occupancy for the Restitution Center, RSIC will enter into the Professional Services Agreement and the Pre-construction Agreement. RSIC shall provide evidence of such preliminary approval to the State. In connection with the execution of these agreements, SPWD will assume their role as Owner's Agent as required under the terms of this Agreement upon approval of the Board of Examiners and the Legislature's Interim Finance Committee.

3.5 Execution of the Pre-Construction Agreement in no way obligates RSIC to enter into the CMAR Agreement.

3.6 Upon the CMAR's delivery of the Guaranteed Maximum Price (GMP), and confirmation that the GMP is consistent with the respective line items of the Project Cost Estimate, and upon receiving written approval of the Construction Contract Documents from NDOC, RSIC will enter into the CMAR Agreement for the Construction Project.

3.7 If, for any reason, the CMAR delivers the GMP in an amount that, when combined with all other categories of line items in the Fixed Project Costs, exceeds the maximum sum of \$7,506,106, RSIC will not have any obligation to enter into the CMAR Agreement. In the event RSIC determines that it will not enter into the CMAR Agreement, this Agreement will be terminated, pursuant to Article VIII, subject only to RSIC's obligation for payment for work performed under this Agreement, the Professional Services Agreement, Other Contracts, and the Pre-Construction Agreement.

#### **ARTICLE IV--IMPAIRMENT OF SALES TAX REVENUE**

The Parties acknowledge and agree that RSIC's performance hereunder is predicated on RSIC receiving a minimum amount of sales tax revenue from sales originating from sales made by Wal-Mart at the Wal-Mart store located on tribal property at 2425 East Second Street in Reno, Nevada (the "Wal-Mart Store"). The Parties further acknowledge and agree that to a significant degree, the rate of sales tax RSIC may charge at the Wal-Mart Store is correlated with the prevailing sales tax rate at stores located on non-tribal lands in the area. Consequently, if any action by the State (e.g., a reduction in the statutory sales tax rate) results in a material impairment of RSIC's sales tax revenue from sales occurring at the Wal-Mart Store, or if such store were to close prior to the time RSIC's financing for the construction of the AB 299 Project were paid off, the Parties would meet and confer in a good faith to attempt to reach agreement on an equitable amendment to this Agreement.

#### **ARTICLE V--OPERATION OF TRIBAL LAND, STATE LAND, AND LAND EXCHANGE**

5.1 Subject to making available the Construction Site for the Construction Project and pursuant to the Construction Schedule, from the Effective Date until the Closing Date, RSIC shall comply with the following (a) operate and manage the Tribal Land in substantially the same manner as currently operated; (b) perform when due, and otherwise comply in all material respects with, all of RSIC's obligations and duties under any leases or contracts affecting the Tribal Land; (c) not enter into any new agreement affecting the Tribal Land which cannot be cancelled within thirty (30) calendar days (without penalty or cancellation fees); and (d) maintain liability insurance in such amounts and with such coverage as RSIC is maintaining (if any) with respect to the Tribal Land at the time of this Agreement. If requested by SPWD or NDOC, RSIC will terminate any existing tenancies and remove any billboards on the Tribal Land in accordance with the termination provisions of such tenancy agreements, but no later than sixty (60) days upon receipt of SPWD or NDOC's request.

5.2 From the Effective Date until the Closing, State shall comply with the following covenants: (a) operate and manage the State Land in substantially the same manner as currently operated; (b) perform when due, and otherwise comply in all material respects with, all of State's obligations and duties under any leases or contracts affecting the State Land; (c) not enter into any new agreement affecting the State Land which cannot be cancelled within thirty (30) calendar days (without penalty or cancellation fees); and (d) maintain liability insurance in such amounts and with

such coverage as State is maintaining (if any) with respect to the State Land at the time of this Agreement.

5.3 Upon satisfaction of any and all other conditions that may be contained herein, completion of the Construction Project, and the issuance of a Certificate of Occupancy for the Restitution Center, RSIC shall convey the Tribal Land along with any and all improvements thereon to State and State shall convey the State Land along with any and all improvements thereon at the time of Closing, to RSIC. The properties (collectively referred to as "the Property") to be exchanged hereunder shall be conveyed exclusive of any water rights, ditch rights or water-related rights appurtenant or related thereto.

5.4 The Closing of the land exchange contemplated hereby shall occur on or before the first business day that is twenty (20) days after issuance of a Certificate of Occupancy for the Restitution Center (the "Closing Date"), in the offices of Escrow Agent commencing at 10:00 a.m. Pacific Time. Time is of the essence with regard to the Closing Date. During the twenty (20) day period between the time the Certificate of Occupancy is issued and the Closing Date, the NDOC will be permitted to have access to the Tribal Land for the purpose of moving and storing NDOC property, furniture and equipment on the Tribal Land and/or within the Restitution Center.

5.5 RSIC acknowledges that it has independently and personally inspected the State Land and the condition of title thereof, has found the condition of the State Land and the state of title thereof acceptable and that RSIC has entered into this Agreement based upon such inspection. The State Land and the improvements thereon are to be accepted by RSIC at Closing in their then-present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," except for the express representations and warranties of State set forth in this Agreement, the attachments hereto, and any applicable Closing documents.

5.6 State acknowledges that it has independently and personally inspected the Tribal Land and the state of title thereof, has found the conditions of the Tribal Land and the state of title thereof acceptable and that State has entered into this Agreement based upon such inspection. The Tribal Land and the improvements thereon or that are constructed pursuant hereto are to be accepted by State at Closing in their then-present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," except for the express representations and

warranties of RSIC set forth in this Agreement, the attachments hereto, and any applicable Closing documents.

5.7 To each of the Parties knowledge, there are no actions, suits, claims, assessments, or proceedings pending or threatened that could materially adversely affect the ownership, operation, or maintenance of the Property to be conveyed by it pursuant to this Agreement or its ability to perform hereunder.

5.8 To each of the Parties knowledge, other than as may be contained in any document or other tangible information provided by any Party, the Parties have received no written notice that the Property to be conveyed by it hereunder is in violation of any laws relating to protecting the environment or regulating hazardous materials or substances pursuant to any local, state, or federal environmental laws.

5.9 At the Closing, the State and RSIC shall execute all documents, including deed instruments, which are necessary to carry out the land exchange, and the conveyance of all Improvements on the Tribal Land and all Improvements on the State Land.

5.10 The Parties agree that the Party conveying property hereunder shall be responsible for any and all operating costs that relate to the period ending at 11:59 p.m. on the day immediately preceding the Closing Date. Each Party will indemnify the other from and against any loss, claim, damage or liability that relates to such costs that are the responsibility of the indemnifying Party. The provisions of this Section will survive the Closing for a period of one year.

5.11 Unless otherwise provided herein, each Party shall bear its own attorneys' fees incurred in negotiating and entering into this Agreement and the costs incurred in its investigation of the property it desires to acquire hereunder and title to such property. The costs of any policy of title insurance or endorsements regarding the Property, the escrow fees or similar charges of the Closing, and the cost of recording any documents the Parties desire to have recorded in the office of the Washoe County Recorder shall be an Additional Colony Expense paid by RSIC prior to Closing.

5.12 At Closing, RSIC shall deliver to State possession of the Tribal Land, subject only to the Tribal Land Permitted Encumbrances and any tenant the State desires to remain on the Tribal Land, and State shall deliver to RSIC possession of the State Land, subject only to the State Land Permitted Encumbrances.



## **ARTICLE VI--ALLOWED USE**

The contemplated use of the Tribal Land to be conveyed to the State at closing is for a Restitution Center as defined herein. In the event State desires to change the use of the Restitution Center from that currently contemplated, including a decision to dispose of the property at which the Restitution Center is located or change control of such property, prior to proceeding to change such use, and in addition to any applicable local, state or federal requirements pertaining to change of use, the State shall provide reasonable notice to RSIC of its proposed future use of the parcel or parcels upon which the Restitution Center is constructed. If RSIC so desires, upon notice thereof from RSIC, State shall make an appropriate representative of State available to meet and confer with RSIC's representatives regarding the proposed change of use.

## **ARTICLE VII--REVENUE SHARING WASHOE COUNTY SCHOOL DISTRICT**

7.1 RSIC will share revenue received from tribal sales taxes derived from sales made by Wal-Mart at the Wal-Mart Store with the Washoe County School District ("WCSD").

7.2 RSIC shall authorize its Finance Director to establish a bank account to administer the shared revenue (the "SR Account") into which tribal sales tax revenues from Wal-Mart: (a) in an amount sufficient (the "Debt Service Amount") to fund RSIC's debt service obligation, including fees, on the loan it would acquire to fund the AB 299 Project (the "Loan"); and (b) the portion of such tribal sales tax revenues (the "WCSD Share") to be shared with WCSD (as discussed below), shall be deposited. RSIC shall establish two subaccounts from the SR Account, as follows:

(a) The "Washoe County Revenue Sharing Account," which will be used to receive the WCSD Share, and to send the WCSD Share to the WCSD for the benefit of the Washoe County School District School Renewals Program, and

(b) The "Restitution Center Debt Service Account," which will be used to receive the Debt Service Amount and to pay the relevant debt service amounts.

7.3 Revenue sharing with the WCSD shall commence on the first day of the first month following the Closing Date (the "Commencement Date").

7.4 Subject to adjustments, below, to fund the WCSD Share, RSIC shall deposit into the SR Account an amount (the "Revenue Sharing Target Amount") equal to 1.0% (the "Revenue Sharing

Rate") of Monthly Total Taxable Sales. Such deposits will be made monthly, within 30 days after receipt of tribal sales taxes from Wal-Mart. Monthly transfers will accumulate in this Account until an annual payment (the "WCSD Payment") is made to WCSD. If (a) the Debt Service Amount plus (b) the Revenue Sharing Rate multiplied by Monthly Total Taxable Sales is greater than 2.5% of Monthly Total Taxable Sales, the Revenue Sharing Rate will be reduced so that the sum of those amounts equals 2.5% of Monthly Total Taxable Sales.

7.5 The 1.0% Revenue Sharing Rate is predicated on RSIC charging a tribal sales tax rate of no less than 7.375% on sales of tangible goods occurring on tribal trust property. If the RSIC collects tribal sales tax at a rate less than 7.375%, the Revenue Sharing Rate will be reduced by an amount equal to the difference between 7.375% and the lower sales tax rate. By way of example, if the RSIC sales tax rate on tangible goods became 7.125%, then the Revenue Sharing Rate would become 0.75% [1.0% minus (7.375% minus 7.125%) equals 0.75%].

7.6 Prior to transferring any funds to the Washoe County Revenue Sharing Account, the Debt Service Amount will be transferred to the Restitution Center Debt Service Account. If, after such transfer, funds remain in the SR Account, then a transfer of funds in an amount necessary to fund the Washoe County School District revenue share at the then-applicable Target Rate will be made to the Washoe County Revenue Sharing Account. Any remaining funds in the SR Account will be transferred to the RSIC general fund.

7.7 If, prior to the due date of any WCSD Payment (the "Annual Payment Date"), RSIC receives notice from Wal-Mart that Wal-Mart intends to cease retail operations within a period ending 12 months after the next Annual Payment Date, then, subject to the following, no payments will be made to the WCSD. In such event, the Washoe County Revenue Sharing Account will be retired, and all funds remaining in that account will transfer to the RSIC general fund. Any notice from Wal-Mart indicating that it will cease retail operations at a date later than 12 months after the next Annual Payment Date will cause payments to WCSD to cease 12 months prior to the planned cessation of retail operations. If Wal-Mart later elects to continue operations, payment obligations will be renewed and all payments that would have become due in the absence of Wal-Mart's notice of termination of retail operations will promptly be made to WCSD.

7.8 Commencing upon the date the Loan is paid in full (the "Loan Termination Date"), RSIC will cease transferring funds from the SR Account to the Restitution Center Debt Service Account and all remaining funds contained in that account will be transferred to the RSIC General Fund. Commencing on the first day of the month following the Loan Termination Date, the Revenue Sharing Rate will change to 1.84% [1.84% equals 25% times 7.375%] and payments will continue as long as Wal-Mart remains as a tenant of RSIC, unless earlier terminated pursuant to the agreement. The monthly transfer from the SR Account to the Washoe County Revenue Sharing Account will continue to be subject to adjustment as discussed in Section 7.5, above. Thus, a decline in the tribal sales tax rate to 6.375% from 7.375% would result in a reduction in the Revenue Sharing Rate of 1.0%.

#### **ARTICLE VIII--TERMINATION**

In the event any one of the Parties desires to terminate this Agreement for any reason allowed herein, the Party desiring to terminate this Agreement shall give thirty (30) days written notice ("Termination Notice") to the other Party of its intent to do so. Within ten (10) days after receipt of the Termination Notice, the recipient of such notice may give notice (the "Meeting Notice") that it desires a meeting with the Party desiring to terminate this Agreement. Thereafter, the Parties shall make appropriate representatives available to meet and confer at reasonable times and places (which may include a telephonic meeting) to attempt in good faith to resolve the issue leading to the Termination Notice. This Agreement shall not be terminated pursuant to a Termination Notice until the later of (a) if no Meeting Notice is given, the ten-day period following receipt of the Termination Notice has expired; or (b) if a Meeting Notice is given, until the Parties have met and conferred and have been unable to resolve the issue leading to the Termination Notice. If such issue is resolved, the Parties shall execute a document setting forth that resolution and confirming that this Agreement remains in full force and effect, as and to the extent it may have been modified by the terms of the resolution. If this Agreement is terminated as may be allowed hereby, the Parties shall meet and confer in good faith in an effort to develop an agreement that will meet the spirit and intent of AB 299, but taking into account amounts previously expended by RSIC in connection with the Project. Nothing in this Section, however, shall require either Party to agree to any particular action either before or after termination of this Agreement. This Section shall survive any termination of this Agreement.

## **ARTICLE IX--MISCELLANEOUS**

9.1 Neither State nor RSIC may assign its rights hereunder without the consent of the other Party (given or withheld in such Party's sole consent) and any such attempted assignment without consent shall be void and of no force or effect. This Agreement is for the sole benefit of the Parties (including a permitted assignee), and no third party (including without limitation subsequent owners of either State Land or the Tribal Land) is intended to be a beneficiary of or have the right to enforce this Agreement.

9.2 The Parties represent and warrant that each has the full right, power, and authority to execute and deliver this Agreement and to consummate the transactions provided for herein upon approval by the Nevada Board of Examiners and the U.S. Bureau of Indian Affairs.

9.3 This Agreement is contingent upon prior approval of the Nevada Board of Examiners and the U.S. Bureau of Indian Affairs, and is not binding upon the Parties hereto until such approval is obtained. Thereafter this Agreement, when executed and delivered by the parties, will constitute the valid and binding agreement of the Party making the representation, enforceable against that Party in accordance with its terms.

9.4 The Parties represent and warrant that neither the execution, delivery or performance of it by this Agreement and such other instruments and documents to be executed and delivered in connection herewith, nor the consummation of the transactions contemplated hereby, result or will result in any violation of or conflict with any charter document of it, any provision of any deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which it is a party or to which it is subject.

9.5 For the limited purpose of enforcement of this Agreement (including the indemnification provision set forth herein), and any disputes that arise out of this Agreement, the RSIC hereby agrees to a limited waiver of sovereign immunity to any action or claim brought by a Party to the Agreement to (a) be heard in a State court located in Washoe County, Nevada, and not elsewhere; (b) be construed under and governed by the laws of the State of Nevada; (c) be limited to monetary damages (excluding punitive or exemplary damages, and, if applicable, subject to the liability limitations set forth in NRS Chapter 41, as adopted in Section 1-030-060 of the RSIC Law and Order Code), and equitable relief such as declaratory judgments, temporary and permanent restraining

orders or injunctions, and; (d) only as to matters that directly arise out of this Agreement, including enforcement of its terms. In all other respects, RSIC retains its immunity from suit.

9.6 Indemnification by State. Up to the limits provided in NRS Chapter 41, and without waiving any immunities (except as provided under the law of Nevada) State shall indemnify, hold harmless and defend RSIC from and against all liability to the extent caused by an act, error or omission of the State; however, such indemnification does not include any acts covered by sovereign or other immunity law.

9.7 Indemnification by RSIC. Subject to the sovereign immunity limitations and provisions in Section 9.4, RSIC shall indemnify, hold harmless and defend the State from and against all liability to the extent caused by an act, error, or omission of RSIC; however, such indemnification does not include any acts covered by sovereign or other immunity law.

9.8 This Agreement is the entire agreement between Parties concerning the subject matter hereof, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either Party unless reduced to writing and signed by the Party to be bound. All Exhibits attached hereto are incorporated herein by this reference for all purposes.

9.9 As used in this Agreement, the term "business day" means any day, other than a Saturday or Sunday, on which banks located in Washoe County, Nevada, are required or authorized to close. If any notice or action required or permitted by this Agreement falls on a date which is not a business day, then such date shall be extended to the next business day.

9.10 Each Party acknowledges that it has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments hereto. No provision of this Agreement shall be deemed to have been waived by either Party unless the waiver is in writing and signed by that Party. No custom or practice which may evolve between the Parties during the term of this Agreement shall be deemed or construed to waive or lessen the right of either of the Parties hereto to insist upon strict compliance with the terms of this Agreement.

9.11 To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All

counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. This Agreement shall be deemed delivered upon receipt by a Party of a signed facsimile copy hereof or a signed copy hereof via a "PDF" file.

9.12 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable unless severance would materially change the rights and obligations of the Parties hereunder, in which event this Agreement shall be null and void; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

9.13 Neither this Agreement nor any memorandum thereof shall be recorded in the real property records of Washoe County, Nevada.

9.14 In the event of litigation between the Parties in connection with this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the Closing as a surviving obligation.

9.15 Time is of the essence in this Agreement.

9.16 To the extent necessary or appropriate, RSIC and State hereby designate Escrow Agent as the "reporting person" pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

9.17 Whenever herein the singular number is used, the same shall include the plural, and the plural shall include the singular where appropriate, and words of any gender shall include the other gender where appropriate. The headings of the Sections contained in this Agreement are for convenience only and shall not be taken into account in determining the meaning of any provision of

this Agreement. The words “hereof” and “herein” refer to this entire Agreement and not merely the Section in which such words appear.

9.18 All notices provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such Party by a nationally-recognized, overnight delivery service (e.g., Federal Express); or by facsimile copy transmission during normal business hours with a confirmation copy delivered by FedEx. Facsimile transmissions shall be deemed received as of the date and time indicated on the confirmation of successful transmission generated by the sender’s electronic equipment. Notice given in accordance herewith shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof) on a business day before 5:00 p.m. Deliveries made on a non-business day or after 5:00 p.m. shall be effective upon the following business day. For purposes of notice, the addresses of the Parties shall be as follows:

**State Public Works Division**

Gustavo Nuñez, Administrator, or his successor  
515 East Musser, Suite 101  
Carson City, Nevada 89701  
Telephone: (775) 684-4141  
Facsimile: (775) 684-4142  
E-mail: [gnunez@admin.nv.gov](mailto:gnunez@admin.nv.gov)

**RSIC**

Arlan D. Melendez, Chairman, or his successor  
98 Colony Road  
Reno, Nevada 89502  
Telephone: (775) 329-2936  
Facsimile: (775) 329-8710  
E-Mail: [amelendez@rsic.org](mailto:amelendez@rsic.org)

**Nevada Division of State Lands**

Kevin Olsen, Land Agent III  
901 S. Stewart Street, Ste. 5003  
Carson City, NV 89701-5246  
Telephone: (775) 684-2748  
Facsimile: (775) 684-2721  
E-mail: [kolsen@lands.nv.gov](mailto:kolsen@lands.nv.gov)

**Nevada Department of Corrections**

Greg Cox, Director  
3955 W. Russell Road  
Las Vegas, NV 89118  
Telephone: (702) 486-9912  
Facsimile: (702) 486-9961  
E-mail: [gcox@doc.nv.gov](mailto:gcox@doc.nv.gov)

9.19 To the extent any term or provision of the AB 299 Project Documents conflicts with any term or provision herein, the terms and provisions of this Agreement shall govern.

In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nuñez, P.E., Administrator

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

DATED: 12/3/12

STATE ATTORNEY GENERAL  
Catherine Cartez Masto  
(Approved as to form only)

\_\_\_\_\_  
Susan K. Stewart, Deputy Attorney General

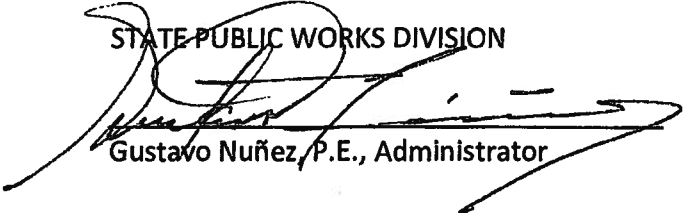


9.19 To the extent any term or provision of the AB 299 Project Documents conflicts with any term or provision herein, the terms and provisions of this Agreement shall govern.

In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION

  
Gustavo Nuñez, P.E., Administrator

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

  
\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

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In witness whereof the undersigned set their hands as of the date first set forth above.


DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nuñez, P.E., Administrator

DATED: 11/30/12

NEVADA DIVISION OF STATE LANDS

  
\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

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In witness whereof the undersigned set their hands as of the date first set forth above.

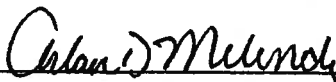
DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nufez, P.E., Administrator

DATED: 11-20-12

RENO-SPARKS INDIAN COLONY

  
\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

9.19 To the extent any term or provision of the AB 299 Project Documents conflicts with any term or provision herein, the terms and provisions of this Agreement shall govern.

In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nuñez, P.E., Administrator

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED:

12/5/12

BOARD OF EXAMINERS

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## **LIST OF EXHIBITS**

- Exhibit A Tribal Land - Legal Description**
- Exhibit B State Lands - Legal Description**
- Exhibit C Exchange Deeds**
- Exhibit D AB 299 Project Budget**
- Exhibit E AB 299 Project Schedule**
- Exhibit F Construction Contract Documents**
- Exhibit G Design Contract Documents**
- Exhibit H Request for Payment**

**Exhibit A**

**Tribal Land  
Legal Description**

#### DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

Being a portion of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  (Lot No. 2) of Section 7, Township 19 North, Range 20 East, M.D.B.&M., and more fully described by metes and bounds as follows:

BEGINNING at a point on the right or Easterly right-of-way line of Kietzke Lane 66.00 feet right of and at right angles to Highway Engineer's Station "04" 116+77.16 P.O.T.; said point further described as bearing South  $16^{\circ}04'13''$  East a distance of 186.08 feet from the West quarter corner of Section 7, Township 19 North, Range 20 East, M.D.B.&M.; thence from a tangent which bears North  $0^{\circ}51'39''$  West, curving to the right along said right-of-way line with a radius of 115 feet through an angle of  $89^{\circ}15'34''$ , an arc distance of 179.16 feet to a point on the right or Southerly right-of-way line of Second Street; thence along said right-of-way line North  $89^{\circ}58'32''$  East a distance of 146.19 feet to a point on the Westerly right-of-way line of Sunshine Lane; thence along said right-of-way line South  $0^{\circ}17'40''$  East a distance of 546.65 feet to a point on the Northerly right-of-way line of Lewis Street; thence along said right-of-way line North  $89^{\circ}17'20''$  West a distance of 253.05 feet to a point; thence from a tangent which bears the last described course, curving to the right along said right-of-way line, with a radius of 15 feet, through an angle of  $92^{\circ}11'26''$  an arc distance of 24.14 feet to a point on the right or Easterly right-of-way line of Kietzke Lane; thence along said right-of-way line North  $2^{\circ}54'06''$  East a distance of 159.05 feet to a point; thence along said right-of-way line North  $0^{\circ}13'38''$  West a distance of 252.16 feet to the point of beginning.





**Exhibit B**

**State Lands**  
**Legal Description**

All that real property situated in the County of Washoe, State of Nevada, and described as follows:

A parcel of land located in the Northeast Quarter of Section 7, Township 19 North, Range 20 East, Mount Diablo Base and Meridian, in the City of Reno, County of Washoe, State of Nevada, and being more particularly described as follows:

Commencing at the Center Quarter corner of said Section 7;

Thence along the west line of said Northeast Quarter, North  $00^{\circ}49'08''$  East a distance of 48.93 feet to a point on the north right-of-way line of East Second Street, said point being the POINT OF BEGINNING;

Thence, North  $00^{\circ}49'08''$  East a distance of 805.51 feet to a point on the ordinary high water mark of the Truckee River;

Thence, along said ordinary high water mark South  $53^{\circ}05'57''$  East a distance of 192.01 feet;

Thence, South  $40^{\circ}42'56''$  East a distance of 353.34 feet;

Thence, South  $07^{\circ}16'47''$  East a distance of 164.51 feet;

Thence, South  $29^{\circ}27'34''$  East a distance of 99.49 feet;

Thence, South  $40^{\circ}44'10''$  East a distance of 82.96 feet;

Thence, South  $21^{\circ}26'11''$  East a distance of 81.37 feet to a point on the north right-of-way line of East Second Street;

Thence, South  $87^{\circ}39'50''$  West as distance of 41.56 feet;

Thence South  $28^{\circ}58'49''$  East a distance of 16.45 feet;

Thence South  $88^{\circ}01'12''$  West a distance of 515.94 feet to the POINT OF BEGINNING.

The above metes and bounds description was prepared by:

James G. Temple  
CEI Engineering Associates, Inc.  
1044 East Herndon Avenue, Suite 108  
Fresno, CA 93720

## **Exhibit C**

### **Exchanged Deeds**

- 1. State Lands to Reno-Sparks Indian Colony**
- 2. Reno-Sparks Indian Colony to State Lands**



**PRIS-16, 3353, INT#^, KJO  
APN: 012-301-02, Washoe County**

**Recording Requested by:  
Nevada Division of State Lands  
901 S. Stewart St., Suite. 5003  
Carson City, NV 89701-5246**

**Mail Tax Statements and Document to:  
Reno-Sparks Indian Colony  
1937 Prosperity Street  
Reno, NV 89502**

### **QUITCLAIM DEED**

WHEREAS, the STATE OF NEVADA, DIVISION OF STATE LANDS, for and on behalf of the DEPARTMENT OF CORRECTIONS, hereinafter referred to as GRANTOR, is the owner of that certain real property, described in the attached EXHIBIT A, and located in Washoe County, State of Nevada; and

WHEREAS, the RENO-SPARKS INDIAN COLONY, a federally recognized Indian Tribe, hereinafter referred to as GRANTEE, wishes to acquire said property described in the attached EXHIBIT A, and has requested an exchange of the land herein described within this document for the real property described on the deed recording concurrently with this document; and

WHEREAS, in 2005, the Nevada Legislature passed and the Governor signed Assembly Bill 299, pursuant to which, among other things, the GRANTOR was authorized to engage in a land exchange transaction with the GRANTEE; and

WHEREAS, pursuant to Assembly Bill 299, the GRANTOR and GRANTEE entered into a Development and Financing Agreement, dated \_\_\_\_\_, 201\_\_\_, ; and

NOW THEREFORE, in exchange for the real property of the GRANTEE described on the deed recording concurrently with this document, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to GRANTEE, all right, title, and interest in and to the real property more particularly described as follows:

**SEE ATTACHED EXHIBIT A**

Together with all buildings and improvements thereon and any tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

EXCEPTING THEREFROM any and all water, water rights, ditches, ditch rights, applications or permits to use or appropriate water associated with or appurtenant to such property, which are hereby expressly reserved to the GRANTOR.

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**EXHIBIT A**

All that real property situated in the County of Washoe, State of Nevada, and described as follows:

A parcel of land located in the Northeast Quarter of Section 7, Township 19 North, Range 20 East, Mount Diablo Base and Meridian, in the City of Reno, County of Washoe, State of Nevada, and being more particularly described as follows:

Commencing at the Center Quarter corner of said Section 7;

Thence along the west line of said Northeast Quarter, North 00°49'08" East a distance of 48.93 feet to a point on the north right-of-way line of East Second Street, said point being the POINT OF BEGINNING;

Thence, North 00°49'08" East a distance of 805.51 feet to a point on the ordinary high water mark of the Truckee River;

Thence, along said ordinary high water mark South 53°05'57" East a distance of 192.01 feet;

Thence, South 40°42'56" East a distance of 353.34 feet;

Thence, South 07°16'47" East a distance of 164.51 feet;

Thence, South 29°27'34" East a distance of 99.49 feet;

Thence, South 40°44'10" East a distance of 82.96 feet;

Thence, South 21°26'11" East a distance of 81.37 feet to a point on the north right-of-way line of East Second Street;

Thence, South 87°39'50" West as distance of 41.56 feet;

Thence South 28°58'49" East a distance of 16.45 feet;

Thence South 88°01'12" West a distance of 515.94 feet to the POINT OF BEGINNING.

The above metes and bounds description was prepared by:

James G. Temple  
CEI Engineering Associates, Inc.  
1044 East Herndon Avenue, Suite 108  
Fresno, CA 93720

(Do not write in this space)

B-3444  
(Rev. 1905)

Land being conveyed was  
allotted to \_\_\_\_\_  
Allottee No. \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

DEED TO RESTRICTED INDIAN LAND

THIS INDENTURE, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
one thousand nine hundred and \_\_\_\_\_, by and between \_\_\_\_\_

of \_\_\_\_\_  
Indians \_\_\_\_\_, part \_\_\_\_\_ of the first part, and \_\_\_\_\_

of \_\_\_\_\_, part \_\_\_\_\_ of the second part:

WITNESSETH, That said part \_\_\_\_\_ of the first part, for and in consideration of the sum of \_\_\_\_\_ dollars,  
in hand paid, the receipt of which is hereby acknowledged, do \_\_\_\_\_ hereby grant, bargain, sell, and convey  
unto said part \_\_\_\_\_ of the second part the following-described real estate and premises situated in  
\_\_\_\_\_ County, \_\_\_\_\_ of \_\_\_\_\_  
on the \_\_\_\_\_ Indian Reservation, to wit:

\_\_\_\_\_ together with all the improvements thereon and the appurtenances thereunto belonging. And the said  
part \_\_\_\_\_ of the first part, for \_\_\_\_\_ and \_\_\_\_\_ heirs, executors, and administrators,  
do \_\_\_\_\_ hereby covenant, promise, and agree to and with the said part \_\_\_\_\_ of the second part,  
\_\_\_\_\_ heirs and assigns, that \_\_\_\_\_ will forever warrant and defend the said premises against the  
claim of all persons, claiming or to claim by, through, or under \_\_\_\_\_ only.

To have and to hold said described premises unto the said part \_\_\_\_\_ of the second part, \_\_\_\_\_  
heirs, executors, administrators, and assigns, forever.

IN WITNESS WHEREOF, That said part \_\_\_\_\_ of the first part ha \_\_\_\_\_ hereunto set \_\_\_\_\_ hand \_\_\_\_\_  
and seal \_\_\_\_\_ the day and year first-above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [SEAL]  
\_\_\_\_\_ [SEAL]  
\_\_\_\_\_ [SEAL]  
\_\_\_\_\_ [SEAL]  
\_\_\_\_\_ [SEAL]

16-2107-2



Acknowledgments must be in accordance with the forms prescribed by the State in which the land is situated.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_  
before the undersigned, a \_\_\_\_\_ in and for the County and State  
aforesaid, personally appeared \_\_\_\_\_

\_\_\_\_\_

to me personally known to be the identical person \_\_\_\_\_ who executed the within instrument of writing, and  
such person \_\_\_\_\_ duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day  
and year last hereinabove written.

UNITED STATES  
DEPARTMENT OF THE INTERIOR

\_\_\_\_\_  
\_\_\_\_\_  
(Title)  
My commission expires \_\_\_\_\_

The within deed is hereby approved:

The within deed is recorded in the Bureau of Indian Affairs in Volume \_\_\_\_\_ Page \_\_\_\_\_  
Inherited Indian Land Deed Book.

INDIAN LAND DEED

FROM

TO

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

This instrument was filed for record this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly

recorded in Book No. \_\_\_\_\_, at page \_\_\_\_\_

Register of Deeds.

**9.19 To the extent any term or provision of the AB 299 Project Documents conflicts with any term or provision herein, the terms and provisions of this Agreement shall govern.**

**In witness whereof the undersigned set their hands as of the date first set forth above.**

**DATED:**

**STATE PUBLIC WORKS DIVISION**

\_\_\_\_\_  
**Gustavo Nufez, P.E., Administrator**

**DATED:** 11/30/12

**NEVADA DIVISION OF STATE LANDS**

  
\_\_\_\_\_  
**James R. Lawrence, Administrator**

**DATED:**

**RENO-SPARKS INDIAN COLONY**

\_\_\_\_\_  
**Arlan D. Melendez, Chairman**

**DATED:**

**NEVADA DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
**Greg Cox, Director**

**DATED:**

**BOARD OF EXAMINERS**

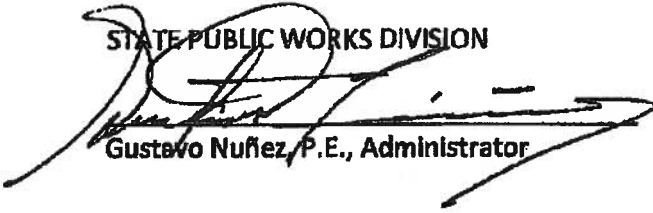
\_\_\_\_\_

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In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION



Gustavo Nuñez, P.E., Administrator

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS



\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

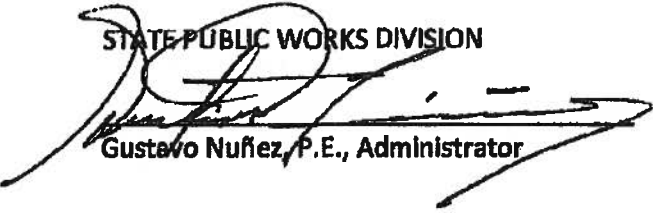
\_\_\_\_\_

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In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION

  
Gustavo Nufiez, P.E., Administrator

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

  
\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

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DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nufiez, P.E., Administrator

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED: 12/3/12

STATE ATTORNEY GENERAL

Catherine Cartez Masto  
(Approved as to form only)

\_\_\_\_\_  
Susan K. Stewart, Deputy Attorney General

9.19 To the extent any term or provision of the AB 299 Project Documents conflicts with any term or provision herein, the terms and provisions of this Agreement shall govern.

In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nuñez, P.E., Administrator

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED: 12/3/12

STATE ATTORNEY GENERAL

Catherine Carter Masto  
(Approved as to form only)

\_\_\_\_\_  
Susan K. Stewart, Deputy Attorney General

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DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nufiez, P.E., Administrator

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED:

12/5/12

BOARD OF EXAMINERS

\_\_\_\_\_  


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In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nufiez, P.E., Administrator

DATED: 11/30/12

NEVADA DIVISION OF STATE LANDS

  
\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

RENO-SPARKS INDIAN COLONY

\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_



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In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nuffez, P.E., Administrator

DATED: 11-20-12

RENO-SPARKS INDIAN COLONY

  
\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

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In witness whereof the undersigned set their hands as of the date first set forth above.

DATED:

STATE PUBLIC WORKS DIVISION

\_\_\_\_\_  
Gustavo Nufiez, P.E., Administrator

DATED: 11-20-12

RENO-SPARKS INDIAN COLONY

*Arlan D. Melendez*  
\_\_\_\_\_  
Arlan D. Melendez, Chairman

DATED:

NEVADA DIVISION OF STATE LANDS

\_\_\_\_\_  
James R. Lawrence, Administrator

DATED:

NEVADA DEPARTMENT OF CORRECTIONS

\_\_\_\_\_  
Greg Cox, Director

DATED:

BOARD OF EXAMINERS

\_\_\_\_\_

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada State Board of Massage Therapy  
1755 East Plumb Lane, Suite 252  
Reno, Nevada 89502  
Lisa Cooper 775.688.1888 fax: 775.786.4264 locooper@lmt.nv.gov

Remarks: This is a renewal of this existing Full Service lease.

Exceptions/Special notes:

2. Name of Landlord (Lessor): JS Park Sahara, LLC

3. Address of Landlord: c/o Optima Asset Management Services, Inc.  
1600 Dove Street, Suite 480  
Newport Beach, California 92660

4. Property contact: Kem Braswell  
949.852.0900 fax: 949.752.5113 kem@optimaasset.com

5. Address of Lease property: 1820 East Sahara Avenue, Suite 310  
Las Vegas, Nevada 89104

a. Square Footage:  Rentable  Usable 746

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$0.00	1	\$0.00	August 1, 2015 - August 31, 2015	\$1.20
\$895.20	11	\$9,847.20	September 1, 2015 - July 31, 2016	\$1.20
3% \$925.04	12	\$11,100.48	August 1, 2016 - July 31, 2017	\$1.24
3% \$954.88	12	\$11,458.56	August 1, 2017 - July 31, 2018	\$1.28

Increase %

c. Total Lease Consideration: 36 \$32,406.24

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: Three (3) 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: B036

6. Purpose of the lease: To house the Board of Massage Therapy

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

**RECEIVED**  
JUL 02 2015  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

**RETROACTIVE**  
 BOE  
 NON BOE  
*kn* ANALYST INITIALS

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Signature                      Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20051400133	Exp:	6/30/2015	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Office?				
g. State of Nevada Vendor number:	T29007659			

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

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

 \_\_\_\_\_  
Authorized Signature                      Date  
Public Works Division

 II For Board of Examiners     YES     NO

Brian Sandoval  
Governor

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

James R. Wells  
Director

Gustavo Nunez, P.E.  
Administrator



**Carson City Offices:**

*Public Works Section*  
515 E. Musser Street, Suite 102  
Carson City, Nevada 89701-4263  
(775) 684-4141 • Fax (775) 684-4142

*Buildings & Grounds Section*  
(775) 684-1800 • Fax (775) 684-1821

*Leasing Services Section*  
(775) 684-1815 • Fax (775) 684-1817

**PUBLIC WORKS DIVISION**

**Las Vegas Offices:**

*Public Works Section*  
1830 East Sahara, Suite 204  
Las Vegas, Nevada 89104  
(702) 486-5115 • Fax (702) 486-5094

*Buildings & Grounds Section*  
2621 E. Sahara Avenue  
Las Vegas, Nevada 89104-4136  
(702) 486-4300 • Fax (702) 486-4308

**MEMORANDUM**

---

Date: July 31, 2015

To: James R. Wells, CPA, Department of Administration, State Budget Director

From: Gus Nunez, Department of Administration, Public Works Division, Administrator  
Teri Preston, Department of Administration, Public Works Division, Leasing Services

Subject: Nevada State Board of Massage Therapy/ J . S. Park Sahara Lease Agreement

---

A handwritten signature in blue ink, likely belonging to Gus Nunez or Teri Preston, positioned to the right of the 'From:' field.

As requested this memo is a clarification for a retroactive start date of August 1, 2015. This is a lease renewal for an existing location. The August rent through lease negotiation was abated thus there is no rent charge for the month of August. The August 1, 2015 start date provides 30 days of free rent instead of the current terms of the existing lease which is in holdover status.

For Budget Division Use Only	
Reviewed by: <i>K. Nielsen</i>	<i>6/25/15</i>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada State Board of Oriental Medicine  
3191 East Warm Springs Road  
Las Vegas, Nevada 89120  
Dr. Olivia Rhee 702.732.0051 fax: 702.732.1154 olivia.rhee@gmail.com

Remarks: The Nevada State Board of Oriental Medicine was previously a home based Board, paying \$200.00 per month for an offsite conference room.

Exceptions/Special notes: This Executive Center office space includes all furniture including desk with file drawers, chair, visitor chair, a 3-shelf bookcase, telephone with handset, telephone service, high speed internet with wifi, use of conference rooms, janitorial, breakroom, restrooms and common area for one base rent rate, eliminating the costs of furnishings.

2. Name of Landlord (Lessor): Battleborn Law, LLC

3. Address of Landlord: 3191 East Warm Springs Road  
Las Vegas, Nevada 89120

4. Property contact: Lisa Forrester  
702.933.4444 fax: 702.933.4445 lforrester@battlebornlaw.com

5. Address of Lease property: 3191 East Warm Springs Road  
Las Vegas, Nevada 89120

a. Square Footage:  Rentable  
 Usable 250

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$399.00	12	\$4,788.00	August 1,2015 through July 31, 2016	\$1.60
0% \$399.00	12	\$4,788.00	August 1,2016 through July 31, 2017	\$1.60

Increase %

c. Total Lease Consideration: 24 \$9,576.00

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

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

f. Term:

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: B021

6. Purpose of the lease: To house the Board of Oriental Medicine

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

**RETROACTIVE**

*X* BOE

*W* NON BOE

*W* ANALYST INITIALS

**RECEIVED**

JUN 24 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unlt \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

 4/17/15

Authorized Agency Signature

Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20031070022</u>	Exp:	<u>5/31/2015</u>	1
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>n/a Board Paid</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

Date

Public Works Division

||

For Board of Examiners

YES

NO

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**  
Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Signature Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20031070022</u>	Exp:	<u>5/31/2015</u>	1
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Office?				
g. State of Nevada Vendor number:	<u>n/a Board Paid</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 Date 6.22.15  
Public Works Division  
||  
For Board of Examiners  YES  NO



Brian Sandoval  
Governor

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION

James R. Wells  
Director

Gustavo Nuñez, P.E.  
Administrator



PUBLIC WORKS DIVISION

**Carson City Offices:**

*Public Works Section*  
515 E. Musser Street, Suite 102  
Carson City, Nevada 89701-4263  
(775) 684-4141 • Fax (775) 684-4142

*Buildings & Grounds Section*  
(775) 684-1800 • Fax (775) 684-1821

*Leasing Services Section*  
(775) 684-1815 • Fax (775) 684-1817

**Las Vegas Offices:**

*Public Works Section*  
1830 East Sahara, Suite 204  
Las Vegas, Nevada 89104  
(702) 486-5115 • Fax (702) 486-5094

*Buildings & Grounds Section*  
2621 E. Sahara Avenue  
Las Vegas, Nevada 89104-4136  
(702) 486-4300 • Fax (702) 486-4308

MEMORANDUM

---

Date: July 31, 2015

To: James R. Wells, CPA, Department of Administration, State Budget Director

From: Gus Nunez, Department of Administration, Public Works Division, Administrator  
Teri Preston, Department of Administration, Public Works Division, Leasing Services

Subject: Nevada State Board of Oriental Medicine/ Battle Born Lease Agreement

---

A handwritten signature in blue ink, appearing to be "Gus Nunez", written over the "From:" field of the memorandum.

As requested, this memo is a clarification for a retroactive start date of August 1, 2015. This is a new lease. The rent through lease negotiation was to begin August 1<sup>st</sup>. It was anticipated that the lease agreement would be executed in time for the July BOE meeting but due to delays in getting all of the signatures, we missed the BOE agenda deadline. This information was provided to the Lessor. In the meantime the Agency moved into the new space with the Lessor's knowledge. We are therefore requesting BOE retroactive approval of the lease agreement.

For Budget Division Use Only	
Reviewed by: <i>cm</i>	<i>7/9/15</i>
Reviewed by: <i>SB</i>	<i>7/9/15</i>
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Nevada Commission on Judicial Discipline  
808 West Nye Lane, Suite 204  
Carson City, Nevada 89703  
Janet Jacobsen 775.687.4017 fax: 775.687.3607 jejacobsen@judicial.state.nv.us

Remarks: This relocation includes tenant improvements and increases the space by 332 square feet to better accommodate new staff and the need for space to hold conferences or meetings to resolve cases and conduct the Commission's business.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Avalon Nevada Investments, LLC

3. Address of Landlord: c/o John Uhart Commercial Real Estate Services  
301 West Washington Street, Suite 1  
Carson City, Nevada 89703

4. Property contact: John Uhart  
775.884.1896 fax: 775.884.4896 jfuhart@ccim.net

5. Address of Lease property: 808 West Nye Lane, Suite 204  
Carson City, Nevada 89703

a. Square Footage:  Rentable  
 Usable 1,392

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,600.80	12	\$19,209.60	September 1, 2015 - August 31, 2016	\$1.15
0% \$1,600.80	12	\$19,209.60	September 1, 2016 - August 31, 2017	\$1.15
4% \$1,664.83	12	\$19,977.96	September 1, 2017 - August 31, 2018	\$1.20
0% \$1,664.83	12	\$19,977.96	September 1, 2018 - August 31, 2019	\$1.20
4% \$1,731.42	12	\$20,777.04	September 1, 2019 - August 31, 2020	\$1.24

Increase %

c. Total Lease Consideration: 60 \$99,152.16

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: \$1.30 - \$1.50

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

m. Lease will be paid for by Agency Budget Account Number: 1497

6. Purpose of the lease: To house the Commission on Judicial Discipline

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: \$3,200.00 Furnishings: \$7,700.00 Data/Phones: \$10,845.35

**RECEIVED**

JUL 07 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes  No  Dec Unit E 248

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

[Signature] 7/2/15  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20001123053</u>	Exp:	<u>12/31/2015</u>	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
f. Office?				
g. State of Nevada Vendor number:	<u>T32002712</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] 7-7-15  
Authorized Signature Date  
Public Works Division  
For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>JS</i>	7-7-15
Reviewed by: <i>AB</i>	7/22/15
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Administration  
Enterprise IT Services  
100 N. Stewart Street, Carson City, NV 89701  
Rachel Bennet phone 775.684.5864; fax 775.684.4324 rachel.bennet@admin.nv.gov

Remarks: Full service lease of a warehouse and office combination space to relocate the EITS Las Vegas staff and 5-6 microwave dishes, trucks, and snow cat. EITS was previously located in State building with an adjacent open yard which is set for demolition in September 2015.

Exceptions/Special notes: Relocation fees of \$13,144 to be paid to Lessor through the Public Works Division. Includes 3 day janitorial services.

2. Name of Landlord (Lessor): MEOW, LLC

3. Address of Landlord: c/o The Ribeiro Company  
195 East Reno Avenue  
Las Vegas, Nevada 89119

4. Property contact: The Ribeiro Company  
195 East Reno Avenue  
Las Vegas, Nevada 89119  
Dan Laliberte phone 702.798.1133 fax 702.798.2944 email dan.laliberte@ribeirocorp.com

5. Address of Lease property: 6325 Harrison, Suites 5, 6, & 7  
Las Vegas, Nevada 89120

a. Square Footage:  Rentable  
 Usable 9,030 (Office of 1,830 square feet and warehouse of 7,200 square feet)

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,126.40	16 days	\$2,126.40	Sept 15, 2015 - Sept 30, 2015	\$0.44
\$3,987.00	6	\$23,922.00	October 1, 2015 - March 31, 2016	\$0.44
35% \$6,177.00	6	\$37,062.00	April 1, 2016 - September 30, 2016	\$0.68
5% \$6,485.85	12	\$77,830.20	October 1, 2016 - September 30, 2017	\$0.72
5% \$6,810.14	12	\$81,721.71	October 1, 2017 - September 30, 2018	\$0.75
5% \$7,150.65	12	\$85,807.80	October 1, 2018 - September 30, 2019	\$0.79
5% \$7,508.18	12	\$90,098.19	October 1, 2019 - September 30, 2020	\$0.83
5% \$7,883.59	6	\$47,301.55	October 1, 2020 - March 31, 2021	\$0.87

Increase %

c. Total Lease Consideration: 66 mths, 16 days \$445,869.84 *March 30, 2021*

d. Option to renew:  Yes  No 90 Renewal terms: One (1) identical lease term

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

f. Term: Five (5) years, Six (6) months, ~~Sixteen (16) days~~ *15 days*

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 special notes)

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

k. Comparable Market Rate: After every effort to obtain this information, the Market Rate is not available for this type of space

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

m. Lease will be paid for by Agency Budget Account Number: 1388

6. Purpose of the lease: To house the EITS staff and microwave in Las Vegas

7. This lease constitutes:

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

a. Estimated Moving Expenses: \$3,500.00 Furnishings: \$0.00 Data/Phones: \$10,000.00

**RECEIVED**

JUL 06 2015 *4*

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes  No  Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

Sham S Rahuang 7/2/15  
Authorized Agency Signature Date

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20121177805</u>	Exp:	<u>3/31/2016</u>	6
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 Contractor's Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
f. Office?				
g. State of Nevada Vendor number:	<u>T27033199</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] 7-6-15  
Authorized Signature Date  
Public Works Division  
For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>SC</i>	7-21-15
Reviewed by: <i>MS</i>	7/22/15
Reviewed by:	

**STATEWIDE LEASE INFORMATION  
FIRST AMENDMENT**

1. Agency: Department of Administration  
Enterprise IT Services  
100 N. Stewart Street, Carson City, NV 89701  
Rachel Bennet phone 775.684.5864; fax 775.684.4324 rachel.bennet@admin.nv.gov

Remarks: Full service lease of a warehouse and office combination space to relocate the EITS Las Vegas staff and 5-6 microwave dishes, trucks, and snow cat. EITS was previously located in State building with an adjacent open yard which is set for demolition in September 2015.

Exceptions/Special notes: Tenant Improvements not to exceed \$13,144.00 (as defined in Exhibits A) to be paid by Agency. Includes 3 day janitorial services.

2. Name of Landlord (Lessor): MEOW, LLC

3. Address of Landlord: c/o The Ribeiro Company  
195 East Reno Avenue  
Las Vegas, Nevada 89119

4. Property contact: The Ribeiro Company  
195 East Reno Avenue  
Las Vegas, Nevada 89119  
Dan Laliberte phone 702.798.1133 fax 702.798.2944 email dan.laliberte@ribeirocorp.com

5. Address of Lease property: 6325 Harrison, Suites 5, 6, & 7  
Las Vegas, Nevada 89120

a. Square Footage:  Rentable  
 Usable 9,030 (Office of 1,830 square feet and warehouse of 7,200 square feet)

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,126.40	16 days	\$2,126.40	Sept 15, 2015 - Sept 30, 2015	\$0.44
\$3,987.00	6	\$23,922.00	October 1, 2015 - March 31, 2016	\$0.44
35% \$6,177.00	6	\$37,062.00	April 1, 2016 - September 30, 2016	\$0.68
5% \$6,485.85	12	\$77,830.20	October 1, 2016 - September 30, 2017	\$0.72
5% \$6,810.14	12	\$81,721.71	October 1, 2017 - September 30, 2018	\$0.75
5% \$7,150.65	12	\$85,807.80	October 1, 2018 - September 30, 2019	\$0.79
5% \$7,508.18	12	\$90,098.19	October 1, 2019 - September 30, 2020	\$0.83
5% \$7,883.59	6	\$47,301.55	October 1, 2020 - March 30, 2021	\$0.87

Increase %

c. Total Lease Consideration: 66 mths, 16 days \$445,869.84

d. Option to renew:  Yes  No 90 Renewal terms: One (1) identical lease term

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

f. Term: Five (5) years, Six (6) months, Sixteen (16) days

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 special notes)

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

k. Comparable Market Rate: After every effort to obtain this information, the Market Rate is not available for this type of space

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

m. Lease will be paid for by Agency Budget Account Number: 1388

6. Purpose of the lease: To house the EITS staff and microwave in Las Vegas

7. This lease constitutes:

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

a. Estimated Moving Expenses: \$3,500.00 Furnishings: \$0.00 Data/Phones: \$10,000.00



**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes  No  Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

\_\_\_\_\_  
 Authorized Agency Signature Date 7/21/15

For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20121177805</u>	Exp:	<u>3/31/2016</u>	6
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
f. Office?				
g. State of Nevada Vendor number:	<u>T27033199</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 Date  
 Public Works Division

For Board of Examiners  YES  NO

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

\_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Signature                      Date

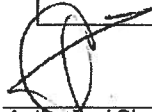
For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20121177805</u>	Exp:	<u>3/31/2016</u>	6
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>T27033199</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                      Date 7-21-15  
Public Works Division

For Board of Examiners       YES       NO



For Budget Division Use Only	
Reviewed by: <i>88</i>	<i>7/14/15</i>
Reviewed by: <i>65</i>	<i>7/13/15</i>
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Business and Industry, Office of the Labor Commissioner  
 1818 College Parkway #102  
 Carson City Nevada 89706  
 Contact: Shannon Chambers 775-687-2450 Shannonchambers@business.nv.gov

Remarks: This is a relocation request to better accommodate tenants needs including needed client parking. Tenant improvements are included in gross full service rent costs. Relocation will allow Departmental consolidation of services at campus location.

Exceptions/Special notes:

2. Name of Landlord (Lessor): East College Parkway, L.P.

3. Address of Landlord: 2520 Camino Diablo  
 Walnut Creek, Ca 94597

4. Property contact: PTLA Corporation (General Partner of the East College Parkway, L.P.)  
 2520 Camino Diablo  
 Walnut Creek, Ca 94597  
 Phillip Brandmeier 925-937-7400 X112 Cell: 925-389-2575 Phil.brandmeier@legacyptla.com

5. Address of Lease property: 1818 East College Parkway #102  
 Carson City, Nevada 89706

a. Square Footage:  Rentable  
 Usable 2,453

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$3,655.63	12	\$43,867.56	September 1, 2015 - August 31, 2016	\$1.49
0%	\$3,655.63	12	\$43,867.56	September 1, 2016 - August 31, 2017	\$1.49
3%	\$3,765.30	12	\$45,183.60	September 1, 2017 - August 31, 2018	\$1.53
0%	\$3,765.30	12	\$45,183.60	September 1, 2018 - August 31, 2019	\$1.53
3%	\$3,878.26	12	\$46,539.12	September 1, 2019 - August 31, 2020	\$1.58

c. Total Lease Consideration: 60 \$224,641.44

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 special notes)

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

k. Comparable Market Rate: 1.30-1.80

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

m. Lease will be paid for by Agency Budget Account Number: 3900

6. Purpose of the lease: To house the Department of Business Industry Office of the Labor Commissioner

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: \$1,000.00 Furnishings: \$0.00 Data/Phones: \$4,500.00

**RECEIVED**

JUL 13 2015


DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET DIVISION

*6*

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

\_\_\_\_\_  
 7-9-15  
Authorized Agency Signature Date

For Public Works Information:


8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20061251587	Exp:	8/31/2015	6
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Office?				
g. State of Nevada Vendor number:	T29026992			

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

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

\_\_\_\_\_  
Authorized Signature Date  
Public Works Division

 For Board of Examiners  YES  NO

6

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

\_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20061251587</u>	Exp:	<u>8/31/2015</u>	6
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
f. Office?				
g. State of Nevada Vendor number:	<u>T29026992</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 Date 7-9-15  
Public Works Division

For Board of Examiners  YES  NO

kl 

6

For Budget Division Use Only	
Reviewed by: <i>SB</i>	7/14/15
Reviewed by: <i>SB</i>	7/19/15
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Business and Industry, Nevada Real Estate Division  
1830 College Parkway #100  
Carson City Nevada 89706  
Contact: Michael Jory 775.687.6435 Mjory@red.state.nv.us

Remarks: This is a relocation request to better accommodate tenants needs including needed client parking  
Tenant improvements are included in gross full service rent costs. Relocation will allow campus consolidation for department.

Exceptions/Special notes:

2. Name of Landlord (Lessor): East College Parkway, L.P.

3. Address of Landlord: 2520 Camino Diablo  
Walnut Creek, Ca 94597

4. Property contact: PTLA Corporation (General Partner of the East College Parkway, L.P.)  
2520 Camino Diablo  
Walnut Creek, Ca 94597  
Phillip Brandmeier 925-937-7400 X112 Cell: 925-389-2575 Phil.brandmeier@legacyptla.com

5. Address of Lease property: 1818 East College Parkway #110  
Carson City, Nevada 89706

a. Square Footage:  Rentable  
 Usable 3,084

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$4,594.50	12	\$55,134.00	September 1, 2015 - August 31, 2016	\$1.49
0% \$4,594.50	12	\$55,134.00	September 1, 2016 - August 31, 2017	\$1.49
3% \$4,732.34	12	\$56,788.08	September 1, 2017 - August 31, 2018	\$1.53
0% \$4,732.34	12	\$56,788.08	September 1, 2018 - August 31, 2019	\$1.53
3% \$4,874.31	12	\$58,491.72	September 1, 2019 - August 31, 2020	\$1.58

Increase %

c. Total Lease Consideration: 60 \$282,335.88

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: 5 (five) 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 special notes)

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

k. Comparable Market Rate: 1.35-1.80

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

m. Lease will be paid for by Agency Budget Account Number: 3823/3820

6. Purpose of the lease: To house the Department of Business and Industry, Nevada Real Estate Division

7. This lease constitutes:

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

a. Estimated Moving Expens \$1,000 Furnishings: \$0.00 Data/Phones: \$4,500

**RECEIVED**

JUL 13 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET  
\_\_\_\_\_

 7-9-15  
Authorized Agency Signature Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV2006125187</u>	Exp:	<u>8/31/2015</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"/> DRP <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	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
g. State of Nevada Vendor number:	<u>T29026992</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 \_\_\_\_\_ Date \_\_\_\_\_  
Public Works Division  
kl  
For Board of Examiners  YES  NO

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

\_\_\_\_\_

Authorized Agency Signature \_\_\_\_\_ Date \_\_\_\_\_


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV2006125187</u>	Exp:	<u>8/31/2015</u>	8
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input checked="" type="checkbox"/> <input type="checkbox"/> DRP <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>T29026992</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

 \_\_\_\_\_ Date 7-9-15  
Authorized Signature  
Public Works Division

For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>SC</i>	7-8-15
Reviewed by: <i>MB</i>	7/15/15
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Governor's Office of Economic Development  
808 West Nye Lane  
Carson City, Nevada 89701  
Steve Woodbury 775.687.9909 fax: 775.687.9924 scwoodbury@diversifynevada.com

Remarks: This full service lease renewal includes tenant improvements to the reception area in order to accommodate the growing needs of the agency.

Exceptions/Special notes: Area for usable temperature controlled storage was previously at a rate of \$0.55 per square foot for the 1,700 square feet, at the low end of the market. This negotiated lease rate is substantially lower than current market.

2. Name of Landlord (Lessor): Avalon Nevada Investments, LLC

3. Address of Landlord: c/o John Uhart Commercial Real Estate Services  
301 West Washington Street, Suite 1  
Carson City, Nevada 89703

4. Property contact: John Uhart  
775.884.1896 fax: 775.884.4896 jfuhart@ccim.net

5. Address of Lease property: 808 West Nye Lane  
Carson City, Nevada 89703

a. Square Footage:  Rentable  
 Usable 10,382

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$11,100.00	12	\$133,200.00	September 1, 2015 - August 31, 2016	\$1.07
✓ 2%	\$11,322.00	12	\$135,864.00	September 1, 2016 - August 31, 2017	\$1.09
✓ 4%	\$11,775.00	12	\$141,300.00	September 1, 2017 - August 31, 2018	\$1.13
✓ 0%	\$11,775.00	12	\$141,300.00	September 1, 2018 - August 31, 2019	\$1.13
✓ 2%	\$12,010.00	12	\$144,120.00	September 1, 2019 - August 31, 2020	\$1.16

c. Total Lease Consideration: 60 \$695,784.00

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

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

f. Term: Five (5) Years

g. Pass-thrus/CAM/Taxes  Landlord  Tenant

h. Utilities:  Landlord  Tenant

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

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

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

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

m. Lease will be paid for by Agency Budget Account Number: 1526

6. Purpose of the lease: To house the Governor's Office of Economic Development

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

**RECEIVED**

JUL 07 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

8



**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

\_\_\_\_\_

Authorized Agency Signature \_\_\_\_\_ Date \_\_\_\_\_

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20001123053</u>	Exp:	<u>12/31/2015</u>	20
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
	Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO
f. Office?				
g. State of Nevada Vendor number:	<u>T32002712</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

7.7.15  
Date

For Board of Examiners  YES  NO



For Budget Division Use Only	
Reviewed by: <i>JS</i>	<i>7-8/15</i>
Reviewed by: <i>AW</i>	<i>7/16/15</i>
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

✓ 1. Agency: Governor's Office of Economic Development  
PTAC Procurement Outreach Program  
808 West Nye Lane  
Carson City, Nevada 89703  
Steve Woodbury 775.687.9909 fax: 775.687.9924 scwoodbury@divesifynevada.com

✓ Remarks: This is a full service relocation for the LV GOED office, which is currently located in the Grant Sawyer Building. Through legislative approval has increased staff and the current space is not adequate to meet Agency needs.

Exceptions/Special notes:

✓ 2. Name of Landlord (Lessor): Pacific Peninsula LLC ✓

3. Address of Landlord: c/o Birtcher Anderson Properties  
31910 Del Obispo, Suite 100  
San Juan Capistrano, California 92675  
Jeanne McConnell, Property Manager 702.251.9779

4. Property contact: c/o Birtcher Anderson Properties  
6655 West Sahara Avenue, Suite B-200  
Las Vegas, Nevada 89146  
David Afromsky 702.222.4022 fax: 702.222.1644 dafromsky@birtcheranderson.com

✓ 5. Address of Lease property: Marbeya Business Park  
6655 West Sahara Avenue, Suite B-110 -  
Las Vegas, Nevada 89146

✓ a. Square Footage:  Rentable  
 Usable 992 ✓

b. Cost:

Increase %	cost per month	# of months in time frame	cost per year	time frame	cost per square foot
	\$0.00	3	\$0.00	September 1, 2015 - November 30, 2015 ✓	\$0.00
	\$1,587.20 ✓	9	\$14,284.80	December 1, 2015 - August 31, 2016 ✓	\$1.60
✓ 0%	\$1,587.20 ✓	12	\$19,046.40	September 1, 2016 - August 31, 2017	\$1.60
✓ 3%	\$1,636.80	12	\$19,641.60	September 1, 2017 - August 31, 2018	\$1.65
✓ 0%	\$1,636.80	12	\$19,641.60	September 1, 2018 - August 31, 2019	\$1.65
✓ 3%	\$1,686.40	12	\$20,236.80	September 1, 2019 - August 31, 2020	\$1.70
✓ 0%	\$1,686.40	3	\$5,059.20	September 1, 2020 - November 30, 2020	\$1.70
c. Total Lease Consideration:		63 ✓	\$97,910.40		

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, Three (3) Months

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: 4867

6. Purpose of the lease: To house the PTAC Procurement Outreach Program

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

**RECEIVED**

JUL 07 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

\_\_\_\_\_

Adam O'Hill 7/6/15  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19941010563	Exp:	12/31/2015	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Office?				
g. State of Nevada Vendor number:	T32001604			

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

a. We have considered the reasonableness of the terms of this lease, including cost	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
b. 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] 7-7-15  
Authorized Signature Date  
Public Works Division

[Signature]  
For Board of Examiners  YES  NO

9

For Budget Division Use Only	
Reviewed by: <i>S. Huber</i>	<i>7/16/15</i>
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Health and Human Services  
Aging and Disability Services Division, Rural Regional Center  
605 South 21st Street  
Sparks, Nevada 89431  
Jamie Pruneau 775.687.0545 fax: 775.687.0573 jpruneau@adsd.nv.gov

Remarks: This full service lease was negotiated to relocate Rural Regional Center in order to accommodate the additional Health Division staff. This relocation created a savings of \$14,989.41 or 19.95% over the term of the lease.

Exceptions/Special notes: This lease runs concurrent with the other five (5) State leases co-located in the build to suit space.

2. Name of Landlord (Lessor): B.P.L., LP

3. Address of Landlord: PO Box 2730; Elko, Nevada 89803  
1300 Royal Crest Drive  
Elko, Nevada 89801

4. Property contact: Jon Uriarte  
775.738.9533 fax: 775.753.7992 uriartejon@yahoo.com

5. Address of Lease property: 1010 Ruby Vista Drive, Suite 102  
Elko, Nevada 89801

a. Square Footage:  Rentable  
 Usable 1,717

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$2,970.41	12	\$35,644.92	September 1, 2015 - August 31, 2016	\$1.73
\$3,039.09	12	\$36,469.08	September 1, 2016 - August 31, 2017	\$1.77
\$3,039.09	1	\$3,039.09	September 1, 2017 - September 30, 2017	\$1.77

Increase % 2%

c. Total Lease Consideration: 25 \$75,153.09

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: Two (2) Years, One (1) Month

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: 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: 3167

6. Purpose of the lease: To house the Aging & Disability Services, Rural Regional Center

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: \$1,000.00 Data/Phones: \$2,744.43

**RECEIVED**

JUL 07 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

*[Signature]* 7/6/15  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19941029183</u>	Exp:	<u>12/31/2015</u>	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Office?				
g. State of Nevada Vendor number:	<u>T80086590</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]* 7-7-15  
Authorized Signature Date  
Public Works Division  
II  
For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	7/21/15
Reviewed by:	
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Office of the Military  
2460 Fairview Drive  
Carson City, Nevada 89701  
Cheryl Tyler 775.884.5125 ctyler@govmail.state.nv.us

Remarks: This full service lease was negotiated to accommodate the relocation of the recruiting office of the Office of the Military for the Nevada National Guard to this high traffic "retail" location.

Exceptions/Special notes: NVARNG will not require State of Nevada General Funds for moving expenses, furnishings, Information Technology (IT), and building signage for the relocation of this office.

2. Name of Landlord (Lessor): Shellbourne Global, LLC

3. Address of Landlord: 915 Schellbourne Street  
Reno, Nevada 89511

4. Property contact: Nevada Commercial Services  
5455 Kietzke Lane  
Reno, Nevada 89511  
Brittany Diehl 775.851.3666 fax 775.851.3667

5. Address of Lease property: 1450 East Prater Way, Suite 106  
Sparks, Nevada 89434

a. Square Footage:  Rentable  
 Usable 1,400

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$0.00	2	\$0.00	September 1, 2015 - October 31, 2015	\$0.00
\$1,900.00	10	\$19,000.00	November 1, 2015 - August 31, 2016	\$1.36
\$1,900.00	12	\$22,800.00	September 1, 2016 - August 31, 2017	\$1.36
10.5% \$2,100.00	12	\$25,200.00	September 1, 2017 - August 31, 2018	\$1.50
2.5% \$2,153.00	12	\$25,836.00	September 1, 2018 - August 31, 2019	\$1.54
2.5% \$2,206.00	12	\$26,472.00	September 1, 2019 - August 31, 2020	\$1.58
2.5% \$2,262.00	2	\$4,524.00	September 1, 2020 - October 31, 2020	\$1.62
c. Total Lease Consideration:		62	\$123,832.00	

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

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

f. Term: Five (5) Years, Two (2) Months

g. Pass-thrus & CAMS: None

h. Utilities:  Landlord  Tenant

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

j. Major repairs:  Landlord  Tenant

k. Minor repairs:  Landlord  Tenant

l. Taxes:  Landlord  Tenant

m. Comparable Market Rate: After every effort to obtain this information, the market rate is not available for this retail space

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

o. Lease will be paid for by Agency Budget Account Number: 3650

6. Purpose of the lease: To house the Sparks recruiting office of the Office of the Military

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: See Special Notes Above Furnishings: \$0.00 Data/Phones: \$0.00

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JUL 20 2015

GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

*Effective 9/1/15  
Expires 10/31/2020*

11

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Wm R Burch      7/20/15  
Authorized Agency Signature      Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19971039124</u>	Exp:	<u>10/31/2015</u>	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	<u>LLC</u> <input checked="" type="checkbox"/> <u>INC</u> <input type="checkbox"/> <u>CORP</u> <input type="checkbox"/> <u>LLP</u> <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 Contractor's Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	_____			

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

ht  
Authorized Signature      Date  
Public Works Division  
ht  
For Board of Examiners       YES       NO

11

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**  
Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV19971039124	Exp:	10/31/2015	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
f. Office?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
g. State of Nevada Vendor number:	_____			

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

7-7-15  
Date

ht  
For Board of Examiners  YES  NO

11



For Budget Division Use Only	
Reviewed by:	7/20/15 TB
Reviewed by:	7/20/15 my
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Motor Vehicles  
555 Wright Way  
Carson City, Nevada 89711  
Randy Hobby 775.684.4804 fax: 775.687.4692 rhobby@dmv.nv.gov

Remarks: This renewal of an existing gross modified lease into a full service lease created a savings of \$32,371.20 or 2.90% over the five (5) year lease term. The first 24 months of this lease includes an additional \$2,698.58 per month for Lessor's Correction of Tenant's Deferred Maintenance and Building ADA attributed to Tenant, under Prior Lease.

Exceptions/Special notes: Sixteen (16) snow removal visits are included in the cost of the monthly rental rate. Additional snow removal visits will be an additional charge of \$250.00 per visit.

2. Name of Landlord (Lessor): RKM Properties, a California general partnership

3. Address of Landlord: 27405 Puerta Real, Suite 120  
Mission Viejo, California 92691-6314

4. Property contact: Kevin Coleman (714) 754-4454  
Mark Severson (949) 635-1970

5. Address of Lease property: 810 East Greg Street  
Sparks, Nevada 89431

a. Square Footage:  Rentable  
 Usable 8,100 Office Space plus 68,980 fenced Paved CDL Testing Area

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Approx. cost per square foot
<b>Office Space</b>	\$10,517.00	12	\$126,204.00	September 1, 2015 - August 31, 2016	\$1.30
8,100	3% \$10,832.51	12	\$129,990.12	September 1, 2016 - August 31, 2017	\$1.34
Increase %	3% \$11,157.49	12	\$133,889.88	September 1, 2017 - August 31, 2018	\$1.38
	3% \$11,492.21	12	\$137,906.52	September 1, 2018 - August 31, 2019	\$1.42
	3% \$11,836.98	12	\$142,043.76	September 1, 2019 - August 31, 2020	\$1.46
		<b>60</b>	<b>\$670,034.28</b>		
<b>Paved CDL Testing Area</b>	\$7,012.00	12	\$84,144.00	September 1, 2015 - August 31, 2016	\$0.10
68,980	3% \$7,222.36	12	\$86,668.32	September 1, 2016 - August 31, 2017	\$0.10
	3% \$7,439.03	12	\$89,268.36	September 1, 2017 - August 31, 2018	\$0.11
	3% \$7,662.20	12	\$91,946.40	September 1, 2018 - August 31, 2019	\$0.11
	3% \$7,892.07	12	\$94,704.84	September 1, 2019 - August 31, 2020	\$0.11
		<b>60</b>	<b>\$446,731.92</b>		
<b>c. Lease Consideration:</b>		<b>60</b>	<b>\$1,116,766.20</b>		
<b>Deferred Maintenance</b>	\$2,698.58	12	\$32,383	September 1, 2015 - August 31, 2016	
	\$2,698.58	12	\$32,383	September 1, 2016 - August 31, 2017	
		<b>24</b>	<b>\$64,765.92</b>		
<b>c. Total Lease Consideration:</b>		<b>60</b>	<b>\$1,181,532.12</b>		

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

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

f. Term: 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: 4735

6. Purpose of the lease: To house the Department of Motor Vehicles

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

**RECEIVED**  
JUL 17 2015  
GOVERNOR'S FINANCE OFFICE  
BUDGET DIVISION

12



**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

\_\_\_\_\_  
Authorized Agency Signature

7-15-15  
Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20141738781	Exp:	12/31/2015	15
b. The Contractor is registered with the Nevada Secretary of State's Office as :	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
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:	T29036066			

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

7-17-15  
Date

II  
For Board of Examiners

YES

NO

For Budget Division Use Only	
Reviewed by:	SJS
Reviewed by: <i>my</i>	7/15/15
Reviewed by:	

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Public Safety General Services Division  
333 W. Nye Lane  
Carson City, Nevada 89706  
(775)684-4536 Sheri Brueggman

Remarks: This lease consists of a renewal of existing space in conjunction with an expansion of additional square footage and includes extensive tenant improvements at a savings of \$1,272,408. over the term of the lease.

Exceptions/Special notes: DPS 5 day Janitorial

2. Name of Landlord (Lessor): Shanendoah Co. Business Trust DBA Nye Lane Properties

3. Address of Landlord: 3490 Southhampton Drive  
Reno Nevada 89509

4. Property contact: Mallard Investment Management  
3490 Southhampton Drive  
Reno Nevada 89509  
Paul W. Dean (775)742-3509 Cell (775)786-0984 Fax (775)786-9315 Wk, Email:pd1989@yahoo.com

5. Address of Lease property: 333 West Nye Lane  
Carson City, Nevada 89706

a. Square Footage:  Rentable  
 Usable 23,594

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$30,672.00	24	\$736,128.00	September 1 2015 - August 31, 2017	\$1.30
3% \$31,616.00	24	\$758,784.00	September 1 2017 - August 31, 2019	\$1.34
3% \$32,560.00	24	\$781,440.00	September 1 2019 - August 31, 2021	\$1.38
3% \$33,503.00	24	\$804,072.00	September 1 2021 - August 31, 2023	\$1.42
3% \$34,447.00	24	\$826,728.00	September 1 2023 - August 31, 2025	\$1.46

Increase %

c. Total Lease Consideration: 120 \$3,907,152.00

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

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

f. Term: 120 Months (10 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: \$1.30 - \$1.50

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

m. Lease will be paid for by Agency Budget Account Number: 4702/4709

6. Purpose of the lease: To house the Dept of Public Safety General Services Division

7. This lease constitutes:

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

a. Estimated Moving Expenses: Not provided      Furnishings: Not provided      Data/Phones: Not provided

**RECEIVED**

JUL 07 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

13

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

\_\_\_\_\_

*Paul M. Wright* 7-8-15  
 Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20011000618	Exp:	5/31/2016	142
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
f. Office?				
g. State of Nevada Vendor number:	T27011156	Business Trust		

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]* 7-7-15  
 Authorized Signature Date  
 Public Works Division

*[Signature]*  
 For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by:	SRB
Reviewed by:	4myg
Reviewed by:	7/13/15

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Public Safety  
Nevada Highway Patrol Division  
555 Wright Way  
Carson City, Nevada 89711  
Sheri Brueggemann 775.684.4536 fax: 775.684.4809 sbrueggemann@dps.state.nv.us

Remarks: This new lease consolidates two NHP offices and increases the square footage by 1,586 square feet, at an existing location that also houses DPS General Services. This lease includes Tenant Improvements.

Exceptions/Special notes: DPS 5-Day Janitorial

2. Name of Landlord (Lessor): Shanendoah Co., Business Trust  
DBA: Nye Lane Properties

3. Address of Landlord: 3490 Southampton Drive  
Reno, Nevada 89509

4. Property contact: Mallard Investment Management  
3490 Southampton Drive  
Reno, Nevada 89509  
Paul W. Dean 775.786.9315 Cell: 775.742.3509 Fax: 775.786.0984 pd1989@yahoo.com

5. Address of Lease property: 333 West Nye Lane  
Carson City, Nevada 89706

a. Square Footage:  Rentable  
 Usable 5,663

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$7,362.00	12	\$88,344.00	September 1, 2015 - August 31, 2016	\$1.30
\$7,362.00	12	\$88,344.00	September 1, 2016 - August 31, 2017	\$1.30
\$7,588.00	12	\$91,056.00	September 1, 2017 - August 31, 2018	\$1.34
\$7,588.00	12	\$91,056.00	September 1, 2018 - August 31, 2019	\$1.34
\$7,815.00	12	\$93,780.00	September 1, 2019 - August 31, 2020	\$1.38

Increase %

c. Total Lease Consideration: 60 \$452,580.00

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

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

f. Term: Five (5) Years

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

h. Utilities:  Landlord  Tenant

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

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

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

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

m. Lease will be paid for by Agency Budget Account Number: 4713 / 4721

6. Purpose of the lease: To house the Nevada Highway Patrol Division

7. This lease constitutes:

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

a. Estimated Moving Expenses: None provided      Furnishings: None provided      Data/Phones: None Provided

**RECEIVED**

JUL 07 2015

DEPARTMENT OF ADMINISTRATION  
OFFICE OF THE DIRECTOR  
BUDGET DIVISION

14

**STATEWIDE LEASE INFORMATION**

IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

\_\_\_\_\_

Paul M. Wright 7-8-15  
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20011000618</u>	Exp:	<u>5/31/2016</u>	22
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
*If no, please explain in exceptions section				
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>T27011156</u>	Business Trust		

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] 7-7-15  
Authorized Signature Date  
Public Works Division

[Signature]  
For Board of Examiners  YES  NO

For Budget Division Use Only	
Reviewed by: <i>sf</i>	7/27/15
Reviewed by:	
Reviewed by:	

*YAU  
7/27/15*

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Education  
700 5th Street  
Carson City, Nevada 89701  
Mindi Martini 775.687.9175 fax: 775.687.9101 mmartini@doe.nv.gov

Remarks: This lease is a colocation to house the Teacher's Licensure Certification Program.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Tanglewood, LLC

3. Address of Landlord: c/o Eugene Burger Management Company  
5011 Meadowood Mall Way, Suite 200  
Reno, Nevada 89502

4. Property contact: Kelly McKenzie  
775.826.5970 x108 fax: 775.828.2677 kellysiefert@ebmc.com

5. Address of Lease property: 755 North Rook Street, Suite 107  
Carson City, Nevada 89701

a. Square Footage:  Rentable  
 Usable 2,486

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$3,107.50	12	\$37,290.00	September 1, 2015 - August 31, 2016	\$1.25
4% \$3,231.80	12	\$38,781.60	September 1, 2016 - August 31, 2017	\$1.30
4% \$3,356.10	12	\$40,273.20	September 1, 2017 - August 31, 2018	\$1.35
4% \$3,480.40	12	\$41,764.80	September 1, 2018 - August 31, 2019	\$1.40
3% \$3,604.70	12	\$43,256.40	September 1, 2019 - August 31, 2020	\$1.45

Increase %

c. Total Lease Consideration: 60 \$201,366.00

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

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

f. Term: 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 special notes)

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

k. Comparable Market Rate: \$1.68 - \$2.03

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

m. Lease will be paid for by Agency Budget Account Number: 2720

6. Purpose of the lease: To house the Department of Education

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: Not Provided Furnishings: \$45,000.00 Data/Phones: \$9,000.00

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JUL 27 2015

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BUDGET DIVISION

*15*

**STATEWIDE LEASE INFORMATION**

**IF THIS LEASE IS FOR A NEW SPACE, RELOCATION, ADDITION TO EXISTING OR REMODEL OF EXISTING SPACE - PLEASE CONFIRM THAT ALL ASSOCIATED COSTS ARE INCLUDED IN YOUR LEGISLATIVELY APPROVED BUDGET.**

Yes \_\_\_\_\_ No \_\_\_\_\_ Dec Unit \_\_\_\_\_

**IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET**

\_\_\_\_\_

 7/27/15  
Authorized Agency Signature Date


For Public Works Information:

**8. State of Nevada Business License Information:**

a. Nevada Business ID Number:	<u>NV20141146067</u>	Exp:	<u>2/29/2016</u>	15
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
Is the Legal Entity active and in good standing with the Nevada Secretary of States				
	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
f. Office?				
g. State of Nevada Vendor number:	<u>T81096440</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

 7-27-15  
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: **16906**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: Enterprise Janitorial, Inc
Agency Code: <b>082</b>	Contractor Name: <b>Enterprise Janitorial, Inc</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>ENTERPRISE JANITORIAL SERVICES PO BOX 19913</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89511-2559</b>
If "No" please explain: Not Applicable	Contact/Phone: null775/691-2939
	Vendor No.:
	NV Business ID: NV20141642364

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds rental income fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/12/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **4 years and 20 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

**This is a new contract that continues ongoing janitorial services to the Bryan Building located at 901 S. Stewart Street, Carson City, Nevada**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$479,174.08**

Payment for services will be made at the rate of \$9,774.46 per Month

Other basis for payment: Extra services and call back cost per hour \$35.00; Semi-annual cleaning VCT and linoleum \$1,885.00, separate invoices required for semi-annual tasks.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

To provide a safe, clean and healthy work environment for state employees and the public. Upkeep of the buildings is vital to the integrity of the 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? 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 #3181, and in compliance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 05/01/2015 Anticipated re-bid date: 05/01/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Buildings and Grounds, 2010-2015, service satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	07/02/2015 07:43:05 AM
Division Approval	csweeney	07/02/2015 07:43:09 AM
Department Approval	csweeney	07/02/2015 07:43:11 AM
Contract Manager Approval	ssands	07/02/2015 07:44:09 AM
Budget Analyst Approval	sbarkdul	07/09/2015 08:09:01 AM
BOE Agenda Approval	myoun3	07/10/2015 11:50:05 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: **16584** Amendment Number: **1**  
 Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **MCGINLEY & ASSOCIATES, INC.**  
 Agency Code: **082** Contractor Name: **MCGINLEY & ASSOCIATES, INC.**  
 Appropriation Unit: **1567-16** Address: **815 MAESTRO DR**  
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511-2387**  
 If "No" please explain: **Not Applicable** Contact/Phone: **null775/829-2245**  
 Vendor No.: **T81202459**  
 NV Business ID: **NV20021218343**

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

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

<input checked="" type="checkbox"/>	General Funds	<b>28.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	<b>37.00 %</b>
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>35.00 %</b>

**Transfer from treasurer - Reallocated Bond Authority**

Agency Reference #: 109339

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/10/2015**  
 Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**

Contract term: **4 years and 82 days**

4. Type of contract: **Contract**

Contract description: **Environ. Assessment**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides an environmental site assessment for the Northern Nevada Veterans Home Phase I; CIP Project No. 13-P07; Internal SPWD Contract No. 109339. This amendment increases the contract maximum amount from \$2,100.00 to \$50,666.25 due to the scope of the project being modified to include a environmental assessment for the Northern Nevada Veteran's Home.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$2,100.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$48,566.25
4. New maximum contract amount:	\$50,666.25

**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 SPWB 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

### III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	07/07/2015 15:13:46 PM
Division Approval	dgrimm	07/07/2015 15:13:49 PM
Department Approval	dgrimm	07/07/2015 15:13:55 PM
Contract Manager Approval	dgrimm	07/07/2015 16:11:48 PM
Budget Analyst Approval	myoun3	07/14/2015 13:46:56 PM
BOE Agenda Approval	jburry	07/16/2015 13:41:12 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: <b>15046</b>	Amendment Number: <b>1</b>
Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>KITTRELL GARLOCK &amp; ASSOCIATES</b>
Agency Code: <b>082</b>	Contractor Name: <b>KITTRELL GARLOCK &amp; ASSOCIATES</b>
Appropriation Unit: <b>1590-46</b>	Address: <b>DBA KGA ARCHITECTURE 9075 W DIABLO DR FL 3</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89148-7604</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null702/367-6900</b>
	Vendor No.: <b>T80931708</b>
	NV Business ID: <b>NV19771007004</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>38.00 %</b>
Highway Funds	0.00 %	<b>X</b> Other funding	<b>62.00 % Tobacco Funds</b>

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 **08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **10/07/2017**

Contract term: **3 years and 329 days**

4. Type of contract: **Contract**

Contract description: **Blg 3, SNAMHS**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides professional architectural/engineering service for the renovation of Building #3, Southern Nevada Adult Mental Health Services; SPWD Project number 13-C08; Contract No. 86738. This amendment increases the maximum contract amount from \$367,500.00 to \$416,900.00 due to project scope changes that include additional designs for the renovations to the Nursing station, the heating, ventilation and air conditioning intake, and video surveillance systems.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$367,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$49,400.00
4. New maximum contract amount:	\$416,900.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**2013 CIP**

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

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

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

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?

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	07/09/2015 13:34:23 PM
Division Approval	dgrimm	07/09/2015 14:25:45 PM
Department Approval	dgrimm	07/09/2015 16:16:37 PM
Contract Manager Approval	dgrimm	07/09/2015 16:16:41 PM
Budget Analyst Approval	jrodrig9	07/13/2015 14:58:17 PM
BOE Agenda Approval	myoun3	07/13/2015 16:12:13 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16918**

Agency Name: <b>DTCA - DIVISION OF TOURISM</b>  Agency Code: <b>101</b> Appropriation Unit: <b>1522-31</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>HILTON LAKE OF LAS VEGAS RESORT &amp; SPA</b> Contractor Name: <b>HILTON LAKE OF LAS VEGAS RESORT &amp; SPA</b> Address: <b>1610 LAKE LAS VEGAS PKWY</b>  City/State/Zip: <b>HENDERSON , NV 89011-2802</b>  Contact/Phone: <b>TAMARA WARREN 702-567-4730</b> Vendor No.: <b>T27037181</b> NV Business ID: <b>NV20121530035</b>
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To what State Fiscal Year(s) will the contract be charged? **2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % LODGING TAX</b>

2. Contract start date:

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

Anticipated BOE meeting date: 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **11/17/2015**

Contract term: **108 days**

4. Type of contract: **Contract**

Contract description: **2015 Gov Con Site**

5. Purpose of contract:

**This is a new contract to provide the site for the 2015 Governor's Summit on Global Tourism to be held in Las Vegas, Nevada, November 13-17, 2015.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$97,850.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Tourism is the host for the yearly Governor's Summit on Global Tourism.

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

This contract will provide a location to hold the 2015 Governor's Summit on Global Tourism, therefore, State employees would not be able to provide this service.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen for their superior accommodations and meeting space as well as their willingness to work with the Division on concessions. The resort's international ambience also reinforces the theme of this year's conference.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is 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	amathies	07/09/2015 13:47:12 PM
Division Approval	amathies	07/09/2015 13:47:13 PM
Department Approval	amathies	07/09/2015 13:47:15 PM
Contract Manager Approval	amathies	07/09/2015 13:47:18 PM
Budget Analyst Approval	tgreenam	07/13/2015 13:51:33 PM
BOE Agenda Approval	myoun3	07/14/2015 13:43:21 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: **16850**

Agency Name:	<b>DTCA - COMMISSION ON TOURISM</b>	Legal Entity Name:	<b>TNS US LLC DBA TNS CUSTOM RESEARCH</b>
Agency Code:	<b>101</b>	Contractor Name:	<b>TNS US LLC DBA TNS CUSTOM RESEARCH</b>
Appropriation Unit:	<b>1522-31</b>	Address:	<b>302 WEST THIRD STREET, STE 700</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>CINCINNATI , OH 45202</b>
If "No" please explain:	Not Applicable	Contact/Phone:	<b>JOHN PACKER 513-345-2066</b>
		Vendor No.:	<b>T32002809A</b>
		NV Business ID:	<b>NV20141183964</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % LODGING TAX</b>

Agency Reference #: **RFP #3187 - AM**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/12/2015**Anticipated BOE meeting date **08/2015**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2017**Contract term: **1 year and 323 days**4. Type of contract: **Contract**Contract description: **Mktng Effect Study**

5. Purpose of contract:

**This is a new contract to provide a measurement of the effectiveness of the division's integrated domestic paid, owned and earned marketing/communications efforts.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$389,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 231.160 through NRS 231.300 requires that Nevada Division of Tourism promotes tourism in Nevada. The Division of Tourism is also responsible for providing an accountability of the public funds given to the division.**

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

**This requires a specialized digital tagging system and the objective expertise of a reputable research firm to collect and analyze data, as well as develop and implement a credible methodology that is applied to the collection and objective analysis of the data. It is not feasible due to the unique qualifications and highly specialized/technical nature of the task. The State of Nevada does not own a managed panel.**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 #3187, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee. TNS's was the only proposal received.

d. Last bid date: 04/22/2015 Anticipated re-bid date: 01/15/2019

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has a current contract with the Nevada Division of Tourism and the service is satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Foreign Limited-Liability Company**

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	06/10/2015 08:55:57 AM
Division Approval	amathies	06/10/2015 08:55:59 AM
Department Approval	amathies	06/10/2015 08:56:02 AM
Contract Manager Approval	amathies	07/09/2015 09:39:10 AM
Budget Analyst Approval	tgreenam	07/09/2015 09:55:07 AM
BOE Agenda Approval	myoun3	07/09/2015 15:56:14 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: **16864**

Agency Name: <b>ADMIN - ENTERPRISE IT SERVICES</b>	Legal Entity Name: US Department of Transportation, Federal Aviation Administration
Agency Code: <b>180</b>	Contractor Name: <b>US Department of Transportation, Federal Aviation Administration</b>
Appropriation Unit: <b>1388-00</b>	Address: <b>Real Estate &amp; Utilities Group 1601 Lind Avenue Southwest Renton, WA 98057</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Renton, WA 98057</b>
If "No" please explain: Not Applicable	Contact/Phone: Robert Sternick 425 227-293
	Vendor No.: Not Applicable
	NV Business ID: Not Applicable

To what State Fiscal Year(s) will the contract be charged? **2016-2025**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue</b>

Agency Reference #: 5646

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **Yes**

If "Yes", please explain

**The vendor experienced delays with getting the contract approved by their legal department, which resulted in multiple contract rewrites and reviews. To ensure public safety, the agency allowed the vendors equipment to remain installed until the contract approvals could be resolved.**

3. Termination Date: **06/30/2025**

Contract term: **10 years and 2 days**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

**This is a new revenue contract to provide continued rack space rental at Mount Brock in Nye County.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$145,000.00**

Other basis for payment: FY2016 through FY 2025, estimated per year \$2,258.74 x 6 racks = \$13,552.44 x 10 years = \$135,524.40 where the maximum provides for biennium increases.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract

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

This is a revenue generating contract

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The FAA has been under contract with EITS in the past with satisfactory results

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	06/23/2015 15:29:45 PM
Division Approval	capple	06/24/2015 14:11:54 PM
Department Approval	dbaughn	06/25/2015 07:54:48 AM
Contract Manager Approval	bbohm	06/29/2015 06:16:09 AM
Budget Analyst Approval	sewart	07/01/2015 15:39:32 PM
BOE Agenda Approval	jborrowm	07/02/2015 10:21:52 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>14665</b>	Amendment Number: <b>4</b>
Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>Career and Technical Education Consortium of States, Inc.</b>
Agency Code: <b>300</b>	Contractor Name: <b>Career and Technical Education Consortium of States, Inc.</b>
Appropriation Unit: <b>2676-04</b>	Address: <b>1866 Southern Ln</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Decatur, GA 30033-4033</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null404-679-4501</b>
	Vendor No.: <b>T27027121</b>
	NV Business ID: <b>NV20131384237</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2013**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **3 years and 49 days**

4. Type of contract: **Contract**

Contract description: **Skill Standards**

5. Purpose of contract:

**This is the fourth amendment to the original contract, which provides analysis, review and development services to fully implement Nevada's state system of student career and technical skill standards and assessments. Develop and pilot assessments for each of the sets of validated state standards. This amendment increases the maximum amount from \$456,800 to \$726,400 and extends the termination date from June 30, 2016 to September 30, 2016 due to the continued need for these services.**

#### 6. CONTRACT AMENDMENT

- |  |              |
|--|--------------|
| 1. The maximum amount of the original contract:                      | \$200,000.00 |
| 2. Total amount of any previous contract amendments:                 | \$256,800.00 |
| 3. Amount of current contract amendment:                             | \$269,600.00 |
| 4. New maximum contract amount:                                      | \$726,400.00 |
| 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?

Nevada must implement end-of-program assessments to bring Nevada students into compliance with Nevada's Carl D. Perkins IV Federal Plan for state reporting. End-of-program assessments are also used to measure skill attainment for the purposes of program improvement. New skill standards are being developed every year which necessitates continued work on the assessments.

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

State agencies or employees do not have the experience or resources to develop and maintain secure third-party online assessment systems.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

**Approval #: 130403C**

**Approval Date: 04/10/2013**

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

It is necessary for this vendor to support and implement their system of assessments that have been developed over the past few years. Selecting a new vendor would significantly increase costs, and eliminate progress that has been made.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bsotomay	07/07/2015 14:19:21 PM
Division Approval	lyoun7	07/07/2015 14:47:39 PM
Department Approval	lyoun7	07/07/2015 14:47:42 PM
Contract Manager Approval	bsotomay	07/07/2015 14:49:42 PM
Budget Analyst Approval	sbrown	07/09/2015 14:29:39 PM
BOE Agenda Approval	sbrown	07/09/2015 14:29:48 PM

State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Jim Wells  
Interim Director

Greg Smith  
Administrator

<b>Purchasing Use Only:</b>	
Approval#:	130403C

Amendment 3

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>		
	State Agency: Education		
	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Mike Raponi, Director, Office of Career Readiness, Adult Learning &amp; Education Options</i>	<i>775-687-7283</i>	<i>mraponi@doe.nv.gov</i>

<b>Vendor Information:</b>	
Identify Vendor:	<i>Career and Technical Education Consortium of States, Inc. (CTECS)</i>
Contact Name:	<i>Tim Withee</i>
Address:	<i>1866 Southern Lane, Decatur, GA 30033-4097</i>
Telephone Number:	<i>404-679-4501</i>
Email Address:	<i>twithee@cteecs.org</i>

1c	<b>Type of Waiver Requested – Check the appropriate type:</b>	
	Sole or Single Source:	<i>Yes</i>
	Professional Service Exemption:	

<b>Contract Information:</b>				
1d	Is this a new Contract?	Yes	No	<i>XXX</i>
	Amendment:	<i>#3</i>		
	CETS:	<i>#14665</i>		

1e	<b>Term:</b>				
	One (1) Time Purchase:				
	Contract:	Start Date:	<i>7/1/2015</i>	End Date:	<i>9/30/2016</i>

1f	<b>Funding:</b>	
	State Appropriated:	<i>X</i>
	Federal Funds:	<i>X</i>
	Grant Funds:	
	Other (Explain):	

1g	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b>
	<i>\$269,600.00</i>

**2 Provide a description of work/services to be performed or commodity/good to be purchased:**

- *Conduct a review of state standards for specific areas before being finalized for assessment development*
- *Facilitate the adopt/adapt/development process of creating valid and reliable assessments*
- *Pilot new assessments*
- *Facilitate the item analysis process for each assessment after pilot testing*
- *Set cut-scores for the purpose of live testing in May 2016*
- *Sustain and improve the implementation of technical assessments in Nevada using the E-SESS online testing system.*
- *Develop and implement up to seven new assessments*
- *Conduct cut-score settings for the assessments developed in the 2014-2015 fiscal year*
- *Conduct a revalidation of those assessments concluding a three-year testing cycle and for any assessments for which test data show a need for a revalidation study based on test performance*
- *Sustain and improve a model to assess and certify workplace readiness skills for CTE students in Nevada.*
- *Implement the workplace readiness assessment in Nevada secondary institutions.*
- *Provide necessary training to Nevada State CTE Assessment Coordinator and local test site administrators arranged through the Assessment Coordinator*
- *Ensure that post-testing data reports meet what is needed for Perkins IV State reporting and program improvement.*
- *Provide ongoing technical assistance support throughout the process.*
- *The solicitation waiver request is necessary in order to amend the contract timeframe to include the period from 7/1/2015 thru 6/30/2016*
- *The contract amendment increases the dollar amount of the contract by \$269,600 for the extended timeframe*

3

**What are the unique features/qualifications required for this service or good that are not available from any other vendor:**

*In March 2011, CTECS was selected as the test provider to develop and implement a system of end-of-program technical assessments for students who complete a career and technical education (CTE) course sequence. The initial membership agreement was established for approximately 1.5 years and included the development and implementation of the assessment process for seven CTE programs in addition to technical assistance and guidance to develop refined state CTE standards. The agreement was renewed in FY13 in a much more expansive scope. In FY13, assessments for an additional 25 CTE programs were implemented by May 2013.*

*Because CTECS has been a membership organization over the years, the first two agreements Nevada established with CTECS were considered custom membership agreements, whereby some of the work and pricing structure was tailored to meet the needs of Nevada. Because the work that was needed to complete the assessment development in Nevada was custom work, establishment of a contract became necessary for fiscal years 2014 and 2015. Since more work is needed, we are requesting extension of the existing FY15 contract.*

*CTECS provides standards and assessment development services for other states, including South Carolina, Kentucky, Idaho, Oregon, Maine, Georgia, Virginia, and Arizona. Upon initial contact with CTECS, assessment professionals in other states were interviewed. For example, the representative from Kentucky described how that state used CTECS extensively to develop standards and assessments, and how Kentucky is looking at the full online model testing similar to what Nevada has undertaken. Since that time, Kentucky has implemented a more comprehensive online assessment system through CTECS. Virginia is now annually testing over 20,000 students for employability skills through CTECS, and Nevada has been able to fully capitalize on the standards and assessment model used in Virginia to Nevada's benefit, at a very low cost. Additionally, when developing assessments, item test banks already developed by other states who are members of the consortium are readily shared, similar to how the development work done in Nevada is now shared with other participating states.*

*CTECS is nationally recognized with over 39 years' experience in developing standards and assessment systems. CTECS uses a unique test-development process, the adopt/adapt development model. This model uses a test construction process that ensures a direct alignment to the CTE standards; another option, which was not preferred, was to purchase off-the-shelf tests. (Purchasing off-the-shelf tests do not guarantee an alignment to state standards.) CTECS, which uses a time-proven model for assessment development endorsed by other states with advanced CTE systems, is unique in its approach. CTECS guides states to develop high-quality standards prior to developing the assessments. CTECS also promotes a unique, but proven method to ensure standards are properly surveyed by business and industry experts, again prior to the test development.*

*Also, it is important to note the State has adapted to the online testing process used by CTECS referred to as E-SESS. This system reports test question results that are directly aligned to the performance indicators in Nevada's CTE State Standards. This unique feature helped define this assessment development initiative in two ways: one, to show accountability for student results and, two, to improve instruction. Test results, for example, are instantly reported and will show patterns of student knowledge against the performance indicators in each set of standards. It is also expected that test results reported in this way will also help direct and guide professional development and the sharing of instructional best practices among CTE teachers.*



4

**Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:**

*Implementing end-of-program assessments systemically as one system is paramount to accomplishing the objectives and the requirements for states to develop and implement technical assessments. Teachers, school administrators, postsecondary education and other stakeholders understand the system that has been started in Nevada since the State joined the Consortium. By May 2015, state end-of-program assessments have been implemented for over 50 CTE programs, capturing over 95 percent of student program completers. To utilize another vendor would severely impede the progress made.*

*CTECS uses the Technology Fluency Institute (TFI) to manage the online testing. To date, the online testing has worked very well and the level of technical assistance from both CTECS and TFI has been superior. In 2015, more than 5,500 students from 15 school districts will use the testing system; in 2014, approximately 95 percent of students who completed a CTE program were tested. All program completers also take the Workplace Readiness assessment aligned to the employability skill standards.*

*To date, CTECS has helped Nevada establish assessments for the following CTE programs:*

- |  |  |
|--|--|
| <i>Accounting and Finance</i>                    | <i>Fire Science</i>                              |
| <i>Administrative Services</i>                   | <i>Floriculture Design and Management</i>        |
| <i>Aerospace Engineering</i>                     | <i>Furniture and Cabinetmaking</i>               |
| <i>Agriculture Business Systems</i>              | <i>Graphic Design</i>                            |
| <i>Agriculture Leadership, Comm., and Policy</i> | <i>Hospitality and Tourism</i>                   |
| <i>Animal Science</i>                            | <i>IT Networking</i>                             |
| <i>Animation</i>                                 | <i>IT Service and Support</i>                    |
| <i>Architectural and Civil Engineering</i>       | <i>Interior Design</i>                           |
| <i>Architectural Drafting and Design</i>         | <i>Landscape Design and Management</i>           |
| <i>Automotive Service Technician</i>             | <i>Law Enforcement</i>                           |
| <i>Automotive Technology</i>                     | <i>Marketing</i>                                 |
| <i>Baking and Pastry</i>                         | <i>Mechanical Engineering</i>                    |
| <i>Biomedical</i>                                | <i>Mechanical Drafting and Design</i>            |
| <i>Business Management</i>                       | <i>Mechanical Technology</i>                     |
| <i>Collision Repair Technology</i>               | <i>Medical Assisting</i>                         |
| <i>Computer Science</i>                          | <i>Metalworking</i>                              |
| <i>Construction Technology</i>                   | <i>Natural Resources and Wildlife Management</i> |
| <i>Cosmetology</i>                               | <i>Nursing Assistant</i>                         |
| <i>Criminal Justice</i>                          | <i>Ornamental Horticulture/Greenhouse Mgmt</i>   |
| <i>Culinary Arts</i>                             | <i>Pharmacy Practice</i>                         |
| <i>Diesel Technology</i>                         | <i>Photography</i>                               |
| <i>Digital Game Development</i>                  | <i>Radio Production</i>                          |
| <i>Drafting and Design</i>                       | <i>Sports and Entertainment Marketing</i>        |
| <i>Early Childhood Education</i>                 | <i>Sports Medicine</i>                           |
| <i>Electrical Engineering</i>                    | <i>Theatre Technology</i>                        |
| <i>Electronic Technology</i>                     | <i>Veterinary Science</i>                        |
| <i>Emergency Medical Technician</i>              | <i>Video Production</i>                          |
| <i>Entrepreneurship</i>                          | <i>Web Design and Development</i>                |
| <i>Environmental Management</i>                  | <i>Welding Technology</i>                        |
| <i>Family and Consumer Sciences</i>              | <i>Workplace Readiness Skills</i>                |
| <i>Fashion, Textiles and Design</i>              |  |

*Because Nevada is heavily vested in the model assessment development process provided by CTECS, one that has taken more than five years of implementation for stakeholders and the Department,*

*we feel it is of utmost importance to establish a long-term working relationship. Teachers from across the State have participated in the development process and it is finally to the point where it is embraced and understood more than before.*

<b>5</b>	<b>Were alternative services or commodities evaluated? Check One.</b>		Yes:	<input checked="" type="checkbox"/>	No:	
	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>					
	<i>At the onset of the first contract, information was generated from other suppliers and CTECS was found to be a good match for Nevada's CTE students. References were collected from states already using CTECS' services. Other vendors provide off-the-shelf assessments; the decision to develop assessments through CTECS was based on the collaboration of the participating states in the consortium and the need to ensure all assessments aligned directly to Nevada's State CTE Standards. The other challenge is finding a provider that specializes in custom developed assessments compared to vendors selling pre-developed products. The per test cost through CTECS, at \$8 per test for the end-of-program tests and \$10 per test for the Workplace Readiness Assessment is extremely cost effective. Off-the-shelf tests often cost as much as \$30 per test.</i>					
	b. <i>If not, why were alternatives not evaluated?</i>					

<b>6</b>	<b>Has the agency purchased this service or commodity in the past?</b>			Yes:	<input checked="" type="checkbox"/>	No:	
	<b>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.</b>						
	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>		
<i>8-13-13</i>	<i>6-30-14</i>	<i>\$200,000.00</i>	<i>CTECS contract</i>	<i>Waiver #130403</i>			
<i>8-12-14</i>	<i>6-30-15</i>	<i>\$256,800.00</i>	<i>CTECS contract</i>	<i>Waiver #130403B</i>			
		<i>\$</i>					

<b>7</b>	<p><b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b></p> <p><i>The developed tests are the intellectual property of CTECS and another supplier would have to start the process over again, at great cost to Nevada. There would be other setbacks as the Department of Education has made a concerted effort to ensure the testing system and process is understood at both the school district and high school levels. The development process would have to be re-started at great cost. Most difficult would be the calculation of the human capital, where thousands of hours have to be invested in terms of standards development, assessment development, industry validation, pilot testing, and live testing.</i></p> <p><i>The Department of Education has committed itself to developing a systems approach for end-of-program assessments for CTE students. Taking this approach was based partly on "lessons learned" where other state models were reviewed where a full systems approach was not developed. This approach also has the support of instructors, who will be more responsible for the results and outcomes of students who complete CTE programs.</i></p> <p><i>Through its affiliation with CTECS, Nevada has been able to fully capitalize on the Workplace Readiness System (WRS) developed in Virginia. The WRS includes twenty-one employability skill standards developed for schools in Virginia based on the extensive employer research conducted by the University of Virginia. These standards were fully presented to employers, economic and workforce development experts, and educators in Nevada and, because they were so well developed, were enacted into the Nevada Administrative Code in February of 2012 by the State Board of Education. To ensure high school CTE students in Nevada graduate with both the technical and employability skills employers say are vital, the state is now using the standards and the same assessment as is used in Virginia. Furthermore, Nevada and Virginia are forging a relationship in this area and soon data will be compared between the two states. This level of collaboration between two states dedicated to ensuring employability skills are properly integrated into CTE programs is both unique and very exciting. Some other states, such as Maine, Kentucky, and Idaho are using the assessment to varying degrees.</i></p>
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<b>8</b>	<p><b>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?</b></p> <p><i>Information was generated from other suppliers and CTECS was found to be a good match for Nevada's CTE students. References were collected from states already utilizing CTECS services. The key decision that affected the state's decision to join the Consortium was the reputation of the assessment development process among the other member states, to include North Carolina, Kentucky, and Oregon. Other vendors provide off-the-shelf tests; the decision to develop assessments through the Consortium was based on the need to ensure all assessments are directly aligned to state standards. The other challenge is finding a provider that actually specializes in a customized approach to assessment development compared to vendors offering pre-developed products. The test cost through CTECS, at \$8 per test, is extremely cost effective. Off-the-shelf online assessments usually cost much more, up to \$30 per test.</i></p>
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<b>9</b>	<p><b>Will this purchase obligate the State to this vendor for future purchases? Check One.</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border: none;"></td> <td style="width: 10%; border: none;">Yes:</td> <td style="width: 10%; text-align: center; border: 1px solid black;"><b>X</b></td> <td style="width: 10%; border: none;">No:</td> <td style="width: 10%; border: none;"></td> </tr> </table> <p>a. <i>If yes, please provide details regarding future obligations or needs.</i></p> <p><i>The obligation to the vendor will occur if funding is available. Because of previous work, it would be very costly to change vendors as future assessment work is required.</i></p>		Yes:	<b>X</b>	No:	
	Yes:	<b>X</b>	No:			

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.

*Michael J. Raponi*

Agency Representative Initiating Request

Michael J. Raponi

Print Name of Agency Representative Initiating Request

5/29/15  
Date

*Steve Canavero*

Signature of Agency Head Authorizing Request

5, 29, 15

Steve Canavero

Print Name of Agency Head Authorizing Request

5, 29, 15  
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:

*Reg Smith*

Administrator, Purchasing Division or Designee

6-3-15  
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: **16894**

Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>CBT/McGraw-Hill</b>
Agency Code: <b>300</b>	Contractor Name: <b>CBT/McGraw-Hill</b>
Appropriation Unit: <b>2697-45</b>	Address: <b>2929 NW 160th Street,</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Edmond, OK 73013</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Kathryn (Katie) Dunlap, Ph.D. 405-397-9834</b>
	Vendor No.: <b>T32003590</b>
	NV Business ID: <b>NV20021031178</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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.

<b>X</b> General Funds	<b>50.00 %</b>	Fees	0.00 %
<b>X</b> Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **4 years and 31 days**

4. Type of contract: **Contract**

Contract description: **CBT/McGraw-Hill**

5. Purpose of contract:

**This is a new contract to provide Nevada Ready Student Assessment System services and support statewide on an as needed basis. This includes the development, administration, scoring, reporting and analysis of assessments including: English Language Acquisition (ELA) and Math assessments for grades 3-8, Science assessments for grades 5 and 8 and 10, End of Course examinations in ELA, math and science, alternate assessments in math, science, writing and ELA, and High School Proficiency exam retests for grade 12 and Adult Education programs.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$51,457,083.00**

Other basis for payment: Payment will be based on percentage of completion of contract deliverables and corresponding invoices.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Employees within the state have responsibilities that support programs but certain tasks exceed their expertise. Nevada Revised Statutes (NRS) requires contracting with a nationally recognized testing company for these activities.

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

This contractor was selected as the best solution by the independent evaluation committee based on pre-determined evaluation criteria. The Nevada Department of Education does not have the necessary manpower or expertise to conduct this Statewide Assessment.

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 #3175, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/10/2015 Anticipated re-bid date: 12/31/2018

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Department of Education ¿ 7/1/08 to 6/3012  
State of Nevada ¿ March 1, 2014  
Nevada Department of Education ¿ 1/14/15 ¿ they have been deemed satisfactory

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Foreign Limited Liability Company.**

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lyoun7	07/10/2015 09:06:54 AM
Division Approval	lyoun7	07/10/2015 09:06:57 AM
Department Approval	lyoun7	07/10/2015 09:07:04 AM
Contract Manager Approval	bsotomay	07/10/2015 09:07:20 AM
Budget Analyst Approval	sbrown	07/10/2015 10:47:19 AM
BOE Agenda Approval	sbrown	07/10/2015 10:47:24 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: **15700** Amendment Number: **2**

Agency Name: **NDE - DEPARTMENT OF EDUCATION** Legal Entity Name: **JOBS FOR NEVADA GRADUATES, INC.**

Agency Code: **300** Contractor Name: **JOBS FOR NEVADA GRADUATES, INC.**

Appropriation Unit: **2699-25** Address: **2800 E SAINT LOUIS AVE**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89104-4267**

If "No" please explain: **Not Applicable** Contact/Phone: **null702/810-3068**

Vendor No.: **T32002801**

NV Business ID: **NV20131697401**

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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2014**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **07/31/2017**

Termination Date:

Contract term: **3 years and 31 days**

4. Type of contract: **Contract**

Contract description: **NV JAG**

5. Purpose of contract:

**This is the second amendment to the original contract, which provides support for the Job's for America's Graduates program for the 2014-2015 school year. This program provides training to improve outcomes of public education, improve work opportunities and increase college enrollment and completion rates for high-risk youth populations. This amendment increases the maximum amount from \$750,000 to \$6,836,645 and changes the scope of work to include the 2015-2016 and 2016-2017 school years due to the continued need for these services.**

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:	\$6,086,645.00
4. New maximum contract amount:	\$6,836,645.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Jobs for America's Graduates (JAG) is a state-based national non-profit organization dedicated to preventing dropouts among young people who are most at-risk. This contract will enable the Dept. of Education to fulfill its obligation to this program.

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

The Job's for Americans Graduates model requires the state to contract with a qualified non-profit organization to administer this program. JAG operates in school districts throughout the State and includes funding from private partnerships.

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 #: 140409**  
**Approval Date: 04/29/2014**

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:

Department of Training, Rehabilitation & Training current contract 7/1/2014-6/30/2015

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

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

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lyoun7	06/29/2015 15:48:36 PM
Division Approval	lyoun7	06/29/2015 15:48:50 PM
Department Approval	lyoun7	06/29/2015 15:48:53 PM
Contract Manager Approval	lyoun7	06/29/2015 15:48:58 PM
Budget Analyst Approval	sbrown	07/07/2015 11:42:12 AM
BOE Agenda Approval	sbrown	07/07/2015 11:42:16 AM



State of Nevada  
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300  
Carson City, NV 89701



Brian Sandoval  
Governor

Julia Teska  
Director

Greg Smith  
Administrator

<b>Purchasing Use Only:</b>	
Approval#:	140409A Amendment #1

## SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

<b>Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:</b>			
State Agency: Department of Education			
<b>1a</b>	<i>Contact Name and Title</i>	<i>Phone Number</i>	<i>Email Address</i>
	<i>Lisa Young, ASO III</i>	<i>(775) 687-9169</i>	<i>lyoung@doe.nv.gov</i>

<b>Vendor Information:</b>	
<b>1b</b>	Identify Vendor: <i>Jobs for Nevada Graduates, Inc.</i>
	Contact Name: <i>Rene Cantu</i>
	Address: <i>4045 S Buffalo Dr. Ste A101 Las Vegas, NV 89104-4267</i>
	Telephone Number: <i>702-812-4184</i>
	Email Address: <i>rcantu@jagnv.org</i>

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

<b>Contract Information:</b>			
<b>1d</b>	Is this a new Contract?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
	Amendment:	#1	
	CETS:	#15700	

<b>1e Term:</b>			
One (1) Time Purchase:	<input type="checkbox"/>		
Contract:	Start Date:	<i>07/01/2014</i>	End Date: <i>7/31/2017</i>

<b>1f Funding:</b>	
State Appropriated:	<input checked="" type="checkbox"/>
Federal Funds:	<input type="checkbox"/>
Grant Funds:	<input type="checkbox"/>
Other (Explain):	<input type="checkbox"/>

<b>1g</b>	<b>Total Estimated Value of this Service Contract, Amendment or Purchase:</b> \$750,000 + \$6,086,645 amendment = \$6,836,645 total contract.
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2	<b>Provide a description of work/services to be performed or commodity/good to be purchased:</b>
	Jobs for America's Graduates (JAG) is a state-based national non-profit organization dedicated to preventing dropouts among young people who are most at-risk. This program is offered to Nevada's youth through local school districts throughout the State. At Governor Sandoval's request, the Department of Education is joining in the effort to form a funding partnership along with the Department of Employment, Training and Rehabilitation (DETR), and Nevada's Local Workforce Investment Boards to provide this program to Nevada's middle and high school students. Approval of this Solicitation Waiver will allow the Nevada Department of Education (DOE) to continue funding its portion of the current Nevada JAG program.

3	<b>What are the unique features/qualifications required for this service or good that are not available from any other vendor:</b>
	Prior to FY15, the JAG program was administered through a contract with DETR by the non-profit organization Community Services Agency (Vendor T81016955). During the 2013 Legislative Session the Committee on K-12/Higher Education/CIPS there was discussion regarding the formation of the new non-profit in Budget Account 2699's Budget Hearing. The committee approved funding the program with the intent of contracting with the new non-profit organization to take over the Nevada JAG Program. Jobs for Nevada Graduates, Inc. (T32002801) is that new organization.

4	<b>Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:</b>
	Jobs for America's Graduates (JAG) is a state-based national non-profit organization. There are no other providers in the State.

5	<b>Were alternative services or commodities evaluated? Check One.</b>	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>				
	Jobs for America's Graduates (JAG) is a state-based national non-profit organization. There are no other providers in the State.				

6	<b>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.</b>	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</i>	<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>	
	<i>Start and End Dates</i>				
	10/1/13	6/30/14	\$750,000	Jobs for America's Graduates (JAG)	Waiver <i>Community Serv. Agency</i>
	7/1/2014	6/30/15	\$750,000	Jobs for America's Graduates (JAG)	Waiver

7	<b>What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?</b>
	If this Solicitation Waiver is denied, the Nevada Department of Education (DOE) will be unable to contribute its portion of funding to the current Nevada JAG program for the FY 2015-2017 biennium.

8	<b>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?</b>
	Jobs for America's Graduates (JAG) is a state-based national non-profit organization. There are no other providers in the State. The contract price is based on the legislatively approved appropriation for this program for FY15.

9	<b>Will this purchase obligate the State to this vendor for future purchases? Check One.</b>	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>				
	This waiver is being requested for FY 15-17 biennium funding has been approved for this time period. The agency believes continued funding will be approved and this vendor will continue provide these services.				

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

*Lisa Young*

Agency Representative Initiating Request

*Lisa Young, ASO III*

Print Name of Agency Representative Initiating Request

*5/20/15*

Date

*M Martini*

Signature of Agency Head Authorizing Request

*Mindy Martini, Deputy Superintendent*

Print Name of Agency Head Authorizing Request

*5/20/15*

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.**

*N/A*

Name of agency or entity who provided information or review:

Representative Providing Review

Print Name of Representative Providing Review

Date

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

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

Signed:

*Aug Smied*

Administrator, Purchasing Division or Designee

*5-26-15*

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: **16914**

Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>BOARD OF REGENTS--UNR</b>
Agency Code: <b>300</b>	Contractor Name: <b>BOARD OF REGENTS--UNR</b>
Appropriation Unit: <b>2709-21</b>	Address: <b>UNR CONTROLLERS OFFICE MAIL STOP 0325</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89557-0025</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775-784-4062</b>
	Vendor No.: <b>D35000816</b>
	NV Business ID: <b>EXEMPT</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 14031

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **1 year and 324 days**

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

Contract description: **Child Care & Dev.**

5. Purpose of contract:

**This is a new contract to continue to provide assessors for the Silver State Stars Quality Rating and Improvement System (QRIS) using the Environment Rating Scales (ERS). ERS are observational assessment tools that are used to evaluate both the quality of early childhood programs as well as the quality of interactions between teacher and child. The scores from these assessments along with other documentation will result in a number of stars assigned to licensed child care centers, licensed family home providers, and public pre-k programs. The QRIS leads to greater parent and community awareness of quality programs and offers resources to improve and sustain higher quality early childhood programs.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$358,908.00**

Other basis for payment: Actual expenses per invoice (as specified in Attachment BB).

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NDE receives funding from the US Administration for Children & Families, Child Care and Development Funds (CCDF) through a sub-grant from the Nevada Division of Welfare and Supportive Services. These funds must be used to increase access and improve quality of child care programs.

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

State employees do not have the expertise to perform these duties and Nevada System of Higher Education (NSHE), Board of Regents is a government 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: **Exempt (Per statute)**

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

Existing contract #14031, along with contract amendment to reassign to NDE, in CETS under former authorized agency, DHHS.

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	lpaulino	07/07/2015 14:56:28 PM
Division Approval	lyoun7	07/07/2015 15:19:40 PM
Department Approval	lyoun7	07/07/2015 15:19:43 PM
Contract Manager Approval	lpaulino	07/07/2015 15:20:37 PM
Budget Analyst Approval	sbrown	07/09/2015 13:07:01 PM
BOE Agenda Approval	sbrown	07/09/2015 13:07:05 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: <b>16920</b>	Amendment Number: <b>2</b>
Agency Name: <b>NDE - DEPARTMENT OF EDUCATION</b>	Legal Entity Name: <b>Infinite Campus</b>
Agency Code: <b>300</b>	Contractor Name: <b>Infinite Campus</b>
Appropriation Unit: <b>2716-55</b>	Address: <b>4321 109TH AVE NE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>BLAINE, MN 554496794</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>SARA GANGL 651-631-0000</b>
	Vendor No.: <b>T29032839</b>
	NV Business ID: <b>NV20121635586</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2015-2017</b>

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

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/22/2014**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **09/22/2015**

Termination Date:

Contract term: **2 years and 344 days**

4. Type of contract: **Contract**

Contract description: **Software Lic.&Maint.**

5. Purpose of contract:

**This is the second amendment to the original contract, which provides the department access to the statewide version of the Infinite Campus student information system. This amendment increases the maximum amount from \$0.00 to \$3,500,000 and extends the termination date from September 22, 2015 to June 30, 2017 due to statewide implementation of this student information system, which includes adding fifteen school districts that are currently using other systems.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$0.01
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$3,499,999.99
4. New maximum contract amount:	\$3,500,000.00
and/or the termination date of the original contract has changed to:	06/30/2017

**II. JUSTIFICATION**

7. What conditions require that this work be done?

According to NRS 386.650(2)(a) & (3)(a), the State School Superintendent has the authority to dictate the information systems used to collect and report State required data fields for the Student Accountability Information Network. The Superintendent has selected the Infinite Campus product as the State standard. This decision was reaffirmed by the selection, through a competitive bid process performed by Washoe, Clark & the State Public Charter School Authority as the student information system that best meets their needs.

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

Infinite Campus is a proprietary software product only available through the vendor. This contract will license a cloud based product that has no impact on the technology resources 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?

NRS 386650(2)(a) & (3)(a)

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:

Current contract with the 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:  
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	lpaulino	07/14/2015 12:12:29 PM
Division Approval	lyoun7	07/15/2015 08:20:49 AM
Department Approval	lyoun7	07/15/2015 08:21:04 AM
Contract Manager Approval	lpaulino	07/15/2015 09:30:59 AM
DoIT Approval	bbohm	07/15/2015 10:02:45 AM
Budget Analyst Approval	sbrown	07/17/2015 11:58:31 AM
BOE Agenda Approval	sbrown	07/19/2015 08:04:31 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: **16890**

Agency Name: <b>DHHS - AGING AND DISABILITY SERVICES DIVISION</b>	Legal Entity Name: <b>LYON COUNTY</b>
Agency Code: <b>402</b>	Contractor Name: <b>LYON COUNTY</b>
Appropriation Unit: <b>3167-00</b>	Address: <b>LYON COUNTY TREASURER 27 S MAIN ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>YERINGTON, NV 89447-2571</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/463-6501</b>
	Vendor No.: <b>T40156600</b>
	NV Business ID: <b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue from County</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **08/2015**

Retroactive? **Yes**

If "Yes", please explain

**Due to pending legislation that may affect the provision of children's intellectual disability services, the counties required significantly more time than was expected to approve and process this agreement.**

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Lyon County**

5. Purpose of contract:

**This is a new interlocal revenue agreement that continues ongoing service to children with intellectual disabilities and provides structure for county reimbursement of 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: **\$200,000.00**

Other basis for payment: **Revenue Contract**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 435.010 and NRS 435.020 Division of Aging and Disability Services (ADSD) is obligated to provide services to children with intellectual 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

**III. OTHER INFORMATION**

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

2013-2015, ADSD, 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	rforderh	06/26/2015 11:54:13 AM
Division Approval	tmyler	06/26/2015 13:08:18 PM
Department Approval	ecreceli	06/30/2015 10:00:58 AM
Contract Manager Approval	jpruneau	06/30/2015 10:15:51 AM
Budget Analyst Approval	knielsen	07/13/2015 08:18:50 AM
BOE Agenda Approval	nhovden	07/13/2015 15:17:51 PM
BOE Final Approval	Pending	



**BRIAN SANDOVAL**  
*Governor*

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

Rural Regional Center  
1665 Old Hot Springs Road, Suite 157  
Carson City, Nevada 89706

(775) 687-5162 • Fax (775) 687-1001  
[adsd@adsd.nv.gov](mailto:adsd@adsd.nv.gov)


**RICHARD WHITLEY**  
*Director*

**JANE GRUNER**  
*Administrator*

June 25, 2015

MEMORANDUM

To: Katrina Nielsen  
Budget Analyst  
Budget Division

Through: Todd Myler  
Administrative Services Officer  
Aging and Disability Services Division 

From: Robin Williams, M.Ed., CPM II  
Program Manager, Rural Regional Center

**Subject: Request for retroactive start date approval for all county revenue contracts**

This memorandum requests that the above referenced Aging and Disability Services Division contracts be approved for a retroactive start date effective July 1, 2015. This contract requires a retroactive start date due to the State's obligation to continue to provide these services and ensure continuity of care to children.

The revenue contracts with all counties are for reimbursement to the Aging and Disability Services Division for the non-federal share of funding as payment for children's services per NRS 435.010. The critical nature of these services and NRS 435.020 obligate the State to continue to provide services.

Due to concern surrounding several pieces of pending legislation that may affect the provision of children's intellectual disability services, the counties required significantly more time than was expected to approve and process this agreement. Subsequently, the result is this retroactive request.

Thank you for your consideration.

cc: John Kucera, Management Analyst I, Aging and Disability Services Division

**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: **15223** Amendment Number: **1**  
 Legal Entity Name: **PALCO, INC.**  
 Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION** Contractor Name: **PALCO, INC.**  
 Agency Code: **402** Address: **17300 CHENAL PARKWAY STE 300**  
 Appropriation Unit: **3167-11** City/State/Zip: **LITTLE ROCK , AR 72223**  
 Is budget authority available?: **Yes** Contact/Phone: **ALICIA PALADINO 501/604-9936**  
 If "No" please explain: **Not Applicable** Vendor No.: **T32002687A**  
 NV Business ID: **NV20131682265**  
 To what State Fiscal Year(s) will the contract be charged? **2014-2017**  
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	<b>81.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>19.00 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #3082**

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2014**  
 Anticipated BOE meeting date **08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **03/31/2017**  
 Contract term: **3 years**

4. Type of contract: **Contract**  
 Contract description: **Fiscal Intermediary**

5. Purpose of contract:  
**This is the first amendment to the original contract, which continues ongoing fiscal management services for children whose families/guardians choose to direct their own services and support through the state-funded, self-directed program. This amendment increases the maximum amount from \$4,605,120 to \$5,685,470 to expand Financial Management Services beginning September 1, 2015 to veterans who qualify for Veteran Directed Home and Community Based Services offered through the Aging and Disability Resource Center program.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$4,605,120.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,080,350.00
4. New maximum contract amount:	\$5,685,470.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
The State requires a fiscal intermediary service to manage the State-Funded, Self-Directed program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
The State does not have the personnel or 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 #3082, 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: 08/19/2013 Anticipated re-bid date: 08/15/2016

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
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	07/06/2015 10:33:22 AM
Division Approval	tmyler	07/06/2015 10:33:25 AM
Department Approval	ecreceli	07/07/2015 13:34:16 PM
Contract Manager Approval	mmedeiro	07/08/2015 09:17:34 AM
Budget Analyst Approval	knielsen	07/13/2015 08:37:22 AM
BOE Agenda Approval	nhovden	07/13/2015 15:25:34 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16902**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>GREENSCAPES OF NEVADA, LLC</b>
Agency Code: <b>406</b>	Contractor Name: <b>GREENSCAPES OF NEVADA, LLC</b>
Appropriation Unit: <b>3161-07</b>	Address: <b>5965 CHIEFTAIN ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89149-2363</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Bryan Vellinga 702/533-2428</b>
	Vendor No.: <b>T27033446</b>
	NV Business ID: <b>NV20131448439</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **4 years and 21 days**

4. Type of contract: **Contract**

Contract description: **Grounds Maintenance**

5. Purpose of contract:

**This is a new contract that continues ongoing landscape and grounds maintenance services to approximately five acres of mature landscaping on the Southern Nevada Adult Mental Health Services and Rawson Neal Psychiatric Hospital campus.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$319,200.00**

Payment for services will be made at the rate of \$5,400.00 per month

Other basis for payment: As invoiced by the Contractor and approved by the State.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Southern Nevada Adult Mental Health Services has a campus of approximately five acres that needs to be taken care of pursuant to NRS Chapter 433, through the use of a landscaping and grounds maintenance service including lawn care, tree trimming, irrigation and bush pruning.

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

In order to assist in the protection of the health and safety of consumers and staff at the campus, the grounds need to be regularly maintained and cleared of potential landscape hazards. The agency currently does not have FTE staff necessary to perform these tasks or who are trained in equipment and materials used.

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 #3183, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/23/2015 Anticipated re-bid date: 03/23/2019

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Southern Nevada Adult Mental Health Services--8/26/12 through present. The quality of service is satisfactory

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
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	mwinebar	07/07/2015 09:28:08 AM
Division Approval	mwinebar	07/07/2015 09:28:12 AM
Department Approval	ecreceli	07/08/2015 13:23:21 PM
Contract Manager Approval	rfine	07/08/2015 15:38:13 PM
Budget Analyst Approval	nhovden	07/13/2015 14:27:00 PM
BOE Agenda Approval	nhovden	07/13/2015 14:27:04 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>15862</b>	Amendment Number: <b>1</b>
Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>Morrison Management Specialists, Inc.</b>
Agency Code: <b>409</b>	Contractor Name: <b>Morrison Management Specialists, Inc.</b>
Appropriation Unit: <b>3646-04</b>	Address: <b>1727 Axenty Way</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Redondo Beach, CA 90278</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null630-441-3774</b>
	Vendor No.: <b>PUR0002019A</b>
	NV Business ID: <b>NV20011302439</b>

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	<b>43.50 %</b>	<input type="checkbox"/> Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>54.10 %</b>	<input type="checkbox"/> Bonds	0.00 %
<input type="checkbox"/> Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>2.40 % client charges and rental reimbursement</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/13/2014**  
 Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **08/31/2015**

Contract term: **2 years and 19 days**

4. Type of contract: **Contract**

Contract description: **food services**

5. Purpose of contract:

**This is the first amendment to the original contract, which continues ongoing breakfast, lunch, dinner, and snack service to patients at the Desert Willow Treatment Center. This amendment extends the termination date from August 31, 2015 to August 31, 2016 and increases the maximum amount from \$425,000 to \$801,048 due to the continued need for food service.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$425,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$376,048.00
4. New maximum contract amount:	\$801,048.00
and/or the termination date of the original contract has changed to:	08/31/2016

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Food services are required for the hospitalized clients at the Desert Willow Treatment Center.

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

This facility is not equipped or staffed to provide food services.

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



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

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?  
RFP3115 was conducted by State Purchasing. At the conclusion of the review process involving three state agencies, this vendor best met the RFP criteria.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?  
**No**

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?  
**No**

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?  
**No** If "Yes", please explain  
Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?  
Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:  
Yes, with DCFS and service 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	pcolegro	07/02/2015 14:15:30 PM
Division Approval	pcolegro	07/02/2015 14:15:32 PM
Department Approval	ecreceli	07/06/2015 11:43:10 AM
Contract Manager Approval	ihyman	07/13/2015 11:04:04 AM
Budget Analyst Approval	knielsen	07/15/2015 07:21:59 AM
BOE Agenda Approval	nhovden	07/16/2015 12:20:09 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: **16919**

Agency Name: <b>DPS-HIGHWAY PATROL</b>	Legal Entity Name: <b>CLARK, COUNTY OF LAS VEGAS METROPOLITAN POLICE</b>
Agency Code: <b>651</b>	Contractor Name: <b>CLARK, COUNTY OF LAS VEGAS METROPOLITAN POLICE</b>
Appropriation Unit: <b>4713-22</b>	Address: <b>PO BOX 749509</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LOS ANGELES, CA 90074-9509</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null702/828-3956</b>
	Vendor No.: <b>T81026920AN</b>
	NV Business ID: <b>Governmental Entity</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

<input checked="" type="checkbox"/> General Funds	<b>3.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<input checked="" type="checkbox"/> Highway Funds	<b>97.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **08/2015**

Retroactive? **Yes**

If "Yes", please explain

**Significant changes to the scope of work for this contract, different than previous contracts, required multiple reviews by the contracting parties; therefore, signature approvals by all parties were not obtained until after the previous contract expired.**

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

Contract term: **2 years**

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

Contract description: **Breath Alcohol Test**

5. Purpose of contract:

**This is a new interlocal agreement that provides ongoing services related to breath alcohol testing for intoxication as required by NRS, NAC, and the Committee on Testing for Intoxication in the counties of Clark, Esmeralda, Lincoln and Nye. The services include providing forensic analysis of alcohol, calibration/repair, maintenance of breath testing devices, and training/certification of forensic analysts of alcohol and breath test instructors/operators.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$519,651.00**

Other basis for payment: FY16: NTE \$253,488; FY17: NTE \$266,163

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Mandated by NRS 484C 600-640 and 484.590-.715.

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

There are no State employees or agencies who provide this service.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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:

LVMPD has provided this service for several years under contract. 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: 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	jdibasil	07/09/2015 15:23:55 PM
Division Approval	jdibasil	07/09/2015 15:24:56 PM
Department Approval	jbauer	07/09/2015 17:10:20 PM
Contract Manager Approval	jbauer	07/09/2015 17:10:21 PM
Budget Analyst Approval	sbarkdul	07/10/2015 10:41:51 AM
BOE Agenda Approval	myoun3	07/14/2015 09:11:02 AM
BOE Final Approval	Pending	

**Brian Sandoval**  
*Governor*



**James M. Wright**  
*Director*

**Jackie Muth**  
*Deputy Director*

## Director's Office

555 Wright Way  
Carson City, Nevada 89711-0525  
Telephone (775) 684-4808 • Fax (775) 684-4809

## Memorandum

**DATE:** July 9, 2015

**TO:** James Wells, Director, Department of Administration

**THRU:** Jim Rodriguez, Budget Analyst, Department of Administration

**FROM:** Jennifer Bauer, Contracts Manager

**SUBJECT:** Retroactive Interlocal Contract

---

Attached is an interlocal contract between the Department of Public Safety and the Las Vegas Metropolitan Police Department (LVMPD), Forensic Laboratory for which we are requesting retroactive approval.

Pursuant to the requirements set forth in NRS for the Committee on Testing for Intoxication, the Department of Public Safety, Director's Office, contracts with the LVMPD, Forensic Laboratory, to provide in pertinent part: forensic analysts of alcohol; calibration/repair/maintenance of breath testing devices; and training/certification of forensic analysts of alcohol and breath instructors/operators, in various counties in southern Nevada.

Significant changes to the scope of work for this contract, different than previous contracts, required multiple reviews by the contracting parties; therefore, signature approvals by all parties were not obtained until after the previous contract expired.

Efforts to streamline the process for these contracted services should mitigate the need for any retroactive approval request in the future.

Your consideration in approval of this contract is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact me.

**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: **16794**

Agency Name: <b>DPS-HIGHWAY PATROL</b>	Legal Entity Name: <b>WASHOE COUNTY</b>
Agency Code: <b>651</b>	Contractor Name: <b>WASHOE COUNTY</b>
Appropriation Unit: <b>4713-22</b>	Address: <b>WASHOE COUNTY SHERIFFS OFFICE</b>
Is budget authority available?: <b>Yes</b>	<b>911 PARR BLVD</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>RENO, NV 89512-1000</b>
	Contact/Phone: <b>null775-328-2810</b>
	Vendor No.: <b>T40283400R</b>
	NV Business ID: <b>Governmental Entity</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2017</b>

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

<input checked="" type="checkbox"/> General Funds	<b>3.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<input checked="" type="checkbox"/> Highway Funds	<b>97.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date **08/2015**

Retroactive? **Yes**

If "Yes", please explain

**Significant changes to the scope of work for this contract, different than previous contracts, required multiple reviews by the contracting parties; therefore, signature approvals by all parties were not obtained until after the deadline for the June meeting of the Board of Examiners.**

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

Contract term: **2 years**

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

Contract description: **Breath Alcohol Test**

5. Purpose of contract:

**This is a new interlocal agreement that provides ongoing services related to breath alcohol testing for intoxication as required by NRS, NAC and the Committee on Testing for Intoxication in the counties of Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe and White Pine. The services include providing forensic analysis of alcohol, calibration/repair/maintenance of breath testing devices, and training/certification of forensic analysts of alcohol and breath test instructors/operators.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$660,994.00**

Other basis for payment: FY16: \$322,436.00 FY17: 338,558.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Mandated by NRS 484C 600-640 and NAC 484.590-.715

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

There are no State employees or agencies who provide this service.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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:

WCSCO has provided this service for several years. Service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shoh1	05/28/2015 16:04:50 PM
Division Approval	shoh1	05/28/2015 16:04:52 PM
Department Approval	jbauer	07/09/2015 17:18:37 PM
Contract Manager Approval	jbauer	07/09/2015 17:18:39 PM
Budget Analyst Approval	sbarkdul	07/10/2015 10:50:28 AM
BOE Agenda Approval	myoun3	07/14/2015 08:42:55 AM
BOE Final Approval	Pending	

**Brian Sandoval**  
*Governor*



**James M. Wright**  
*Director*

**Jackie Muth**  
*Deputy Director*

## Director's Office


555 Wright Way  
Carson City, Nevada 89711-0525  
Telephone (775) 684-4808 • Fax (775) 684-4809

## Memorandum

**DATE:** July 9, 2015

**TO:** James Wells, Director, Department of Administration

**THRU:** Jim Rodriguez, Budget Analyst, Department of Administration

**FROM:** Jennifer Bauer, Contracts Manager 

**SUBJECT:** Retroactive Interlocal Contract

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Attached is an interlocal contract between the Department of Public Safety and the Washoe County Sheriff's Office(WCSO), Forensic Science Division for which we are requesting retroactive approval.

Pursuant to the requirements set forth in NRS for the Committee on Testing for Intoxication, the Department of Public Safety, Director's Office, contracts with the WCSO, Forensic Laboratory, to provide in pertinent part: forensic analysts of alcohol; calibration/repair/maintenance of breath testing devices; and training/certification of forensic analysts of alcohol and breath instructors/operators, in various counties in northern Nevada.

Significant changes to the scope of work for this contract, different than previous contracts, required multiple reviews by the contracting parties; therefore, signature approvals by all parties were not obtained until after the deadline for the June meeting of the Board of Examiners.

Efforts to streamline the process for these contracted services should mitigate the need for any retroactive approval request in the future.

Your consideration in approval of this contract is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact me.

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: <b>14383</b>	Amendment Number: <b>2</b>
Agency Name: <b>DPS-EMERGENCY MANAGEMENT</b>	Legal Entity Name: <b>ESI Acquisition, Inc.</b>
Agency Code: <b>654</b>	Contractor Name: <b>ESI Acquisition, Inc.</b>
Appropriation Unit: <b>3673-04</b>	Address: <b>823 Broad St</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Augusta, GA 30901</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Linda Smith-Jones 706-823-0911</b>
	Vendor No.: <b>PUR0003675</b>
	NV Business ID: <b>NV20121279219</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

<b>X</b> General Funds	<b>20.00 %</b>	Fees	0.00 %
<b>X</b> Federal Funds	<b>80.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2013**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **08/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **WEB Eoc**

5. Purpose of contract:

**This is the second amendment to the original contract, which continues ongoing software support and license renewal of the division Crisis Information Management Software. This program is web-based and allows emergency management agencies throughout the state to share information in real time. This amendment extends the termination date from August 31, 2015 to June 30, 2017 and increases the maximum amount from \$54,736.00 to \$133,288.70 due to a continued need for these services.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$54,736.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$78,552.70
4. New maximum contract amount:	\$133,288.70
and/or the termination date of the original contract has changed to:	06/30/2017

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This contract is for the maintenance and technical support of the State Emergency Operations Center (SEOC) system software. The SEOC utilizes a networked computerized system for collection, storing and managing incident information before, during and after emergencies.

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



This is a vendor specific product that integrates within the Division of Emergency Management's information management system (WebEOC).

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 contract provides for ongoing maintenance and license renewal which was anticipated in the original contract with this vendor.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This vendor is currently under contract with Division of Emergency Management and services are satisfactory.

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

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

Not Applicable

14. The contractor is 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	jlun1	06/04/2015 12:11:02 PM
Division Approval	jbauer	07/06/2015 17:01:20 PM
Department Approval	jbauer	07/06/2015 17:01:23 PM
Contract Manager Approval	jbauer	07/06/2015 17:01:25 PM
Budget Analyst Approval	sbarkdul	07/08/2015 14:25:54 PM
BOE Agenda Approval	myoun3	07/09/2015 16:13:27 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: **16898**

Agency Name: **DEPARTMENT OF WILDLIFE**  
Agency Code: **702**  
Appropriation Unit: **1511-91**

Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **MORRIS AG AIR & SONS, INC.**  
Contractor Name: **MORRIS AG AIR & SONS, INC.**  
Address: **PO BOX 209**  
City/State/Zip: **OROVADA, NV 89425**  
Contact/Phone: null775.272.3365  
Vendor No.: T81097048  
NV Business ID: NV20101885383

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP # 3180 NDOW 15-25

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **3 years and 355 days**

4. Type of contract: **Contract**

Contract description: **Aerial Services**

5. Purpose of contract:

**This is a new contract to provide statewide aerial seeding, herbicide and pesticide application services on an as needed basis to maintain Nevada wildlife foraging.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Payment for services will be made at the rate of \$1,600.00 per hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NDOW requires aerial services to maintain Nevada wildlife foraging.**

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

**This is a specialized 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 #3180, 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: 02/25/2015 Anticipated re-bid date: 12/01/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

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	06/26/2015 11:12:49 AM
Division Approval	kdailey	06/26/2015 11:12:52 AM
Department Approval	kdailey	07/14/2015 09:26:01 AM
Contract Manager Approval	kdailey	07/14/2015 09:26:08 AM
Budget Analyst Approval	sbarkdul	07/14/2015 09:51:40 AM
BOE Agenda Approval	jborrowm	07/15/2015 12:21:58 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: **15115** Amendment Number: **2**  
 Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **SYSTEMS CONSULTANTS**  
 Agency Code: **702** Contractor Name: **SYSTEMS CONSULTANTS**  
 Appropriation Unit: **4461-11** Address: **PO BOX 2040**  
 Is budget authority available?: **Yes** City/State/Zip: **FALLON, NV 89407-2040**  
 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? **2014-2018**

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 %	<b>X</b>	Fees	<b>100.00 % Sportsman</b>
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 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2015**  
 Contract term: **4 years and 29 days**

4. Type of contract: **Contract**  
 Contract description: **NWDS**

5. Purpose of contract:  
**This is the second 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, law enforcement citations and revocations, and boating and hunter education management. This amendment increases the maximum amount from \$1,115,087.48 to \$2,219,694.36 due to an increase in costs as a result of an increase in transaction volume and the cost to do business, and extends the termination date from December 31, 2015 to December 31, 2017 due to the continued need for these services.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$991,606.88
2. Total amount of any previous contract amendments:	\$113,000.00
3. Amount of current contract amendment:	\$1,115,087.48
4. New maximum contract amount:	\$2,219,694.36
and/or the termination date of the original contract has changed to:	12/31/2017

**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? 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:

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	06/26/2015 12:07:32 PM
Division Approval	kdailey	06/26/2015 12:07:34 PM
Department Approval	kdailey	06/26/2015 12:07:36 PM
Contract Manager Approval	kdailey	06/26/2015 14:42:41 PM
DoIT Approval	bbohm	06/29/2015 07:11:10 AM
Budget Analyst Approval	sbarkdul	07/14/2015 12:29:30 PM
BOE Agenda Approval	jborrowm	07/15/2015 12:31:30 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: **14682** Amendment Number: **3**

Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **SYSTEMS CONSULTANTS**

Agency Code: **702** Contractor Name: **SYSTEMS CONSULTANTS**

Appropriation Unit: **4461-12** Address: **185 NORTH MAIN STREET**

Is budget authority available?: **Yes** City/State/Zip: **FALLON, NV 89406**

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? **2014-2018**

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 %	<b>X</b>	Fees	<b>100.00 % Application Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: RFP # 3009

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2013**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **09/30/2015**

Contract term: **4 years and 61 days**

4. Type of contract: **Contract**

Contract description: **Application Hunts**

5. Purpose of contract:

**This is the third amendment to the original contract, which provides for administration, maintenance and enhancement of the existing Application Hunt System for receiving and processing game tag applications and their associated fees as well as administering and conducting the game tag drawing. This amendment increases the maximum amount from \$2,714,030 to \$5,457,921.78, due to an increase in costs as a result of an increase in transaction volume and the cost to do business, and extends the termination date from September 30, 2015 to November 30, 2017 due to the continued need for these services.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,546,939.30
2. Total amount of any previous contract amendments:	\$196,952.48
3. Amount of current contract amendment:	\$2,714,030.00
4. New maximum contract amount:	\$5,457,921.78
and/or the termination date of the original contract has changed to:	11/30/2017

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Game tag applications and return cards (information from hunters associated with tags) must be processed or such fees cannot be collected, tags cannot be awarded (hence certain species cannot be hunted), and return card information cannot be processed. NRS 502.175 mandates that the Department of Wildlife contract with a private entity. In addition, legislation, Wildlife Commission action and/or the need for useful additions to the system may result in the need for program enhancements.

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

NRS 502.175 mandates the Department contract with a private entity for the application hunt program administration and system maintenance.

9. Were quotes or proposals solicited? Yes  
Was the solicitation (RFP) done by the Purchasing 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?

Systems Consultants was the only vendor to respond to the solicitation.

d. Last bid date: 03/15/2013 Anticipated re-bid date: 03/15/2015

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Systems Consultants has been under contract with NDOW since 1993. Quality of service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:  
Sole Proprietor

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	06/26/2015 13:13:04 PM
Division Approval	kdailey	06/26/2015 13:13:07 PM
Department Approval	kdailey	06/26/2015 13:13:13 PM
Contract Manager Approval	kdailey	06/26/2015 14:39:40 PM

Budget Analyst Approval  
BOE Agenda Approval

sbarkdul  
jburry

07/14/2015 12:27:12 PM  
07/16/2015 13:45:48 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: **16913**

Agency Name: **DEPARTMENT OF WILDLIFE**  
Agency Code: **702**  
Appropriation Unit: **4464-10**  
Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **OWYHEE AIR RESEARCH, INC.**  
Contractor Name: **OWYHEE AIR RESEARCH, INC.**  
Address: **17000 ZX RANCH RD**  
City/State/Zip: **MURPHY, ID 83650-5102**  
Contact/Phone: null208/495-1316  
Vendor No.: T27030662  
NV Business ID: NV20041247132

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP #3185 #15-56

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **4 years and 21 days**

4. Type of contract: **Contract**

Contract description: **Flight and telemetry**

5. Purpose of contract:

**This is a new contract to provide fixed wing aircraft services for monitoring wildlife movements through radio telemetry, conducting fixed wing wildlife surveys, and transporting agency personnel in the course of project work.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$750,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Wildlife has broad sweeping legislative authority to manage Nevada's wildlife species. This contract will assist in this management.

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

The state does not have the resources to accomplish this work

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 #3185, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee

d. Last bid date: 03/27/2015 Anticipated re-bid date: 03/25/2019

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	kdailey	07/07/2015 14:50:38 PM
Division Approval	kdailey	07/07/2015 14:50:40 PM
Department Approval	kdailey	07/07/2015 14:50:42 PM
Contract Manager Approval	kdailey	07/15/2015 12:48:57 PM
Budget Analyst Approval	sbarkdul	07/15/2015 12:50:48 PM
BOE Agenda Approval	jborrowm	07/15/2015 16:40:59 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: <b>12080</b>	Amendment Number: <b>3</b>
Agency Name: <b>DEPARTMENT OF WILDLIFE</b>	Legal Entity Name: <b>BOARD OF REGENTS - UNLV</b>
Agency Code: <b>702</b>	Contractor Name: <b>BOARD OF REGENTS - UNLV</b>
Appropriation Unit: <b>4465-16</b>	Address: <b>Box 451055</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89154-1055</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null702-895-1357</b>
	Vendor No.: <b>D35000813</b>
	NV Business ID: <b>exempt</b>

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 %
<b>X</b> Federal Funds	<b>31.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>69.00 % State Matching Funds (Clark County)</b>

Agency Reference #: 11-56

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/14/2011**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **5 years and 18 days**

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

Contract description: **Relict leopard frog**

5. Purpose of contract:

**This is the third amendment to the original contract, which provides implementation of intensive conservation actions including monitoring, rearing animals for translocation, and habitat restoration, to help prevent the extinction of the relict leopard frog - a candidate species for listing as endangered. This amendment increases the maximum amount from \$109,996 to \$182,446 due to an extension of the federal funding for this project.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$109,996.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$72,450.00
4. New maximum contract amount:	\$182,446.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The relict leopard frog *Rana Onca* is a rare endemic amphibian species found only in Clark County Nevada and nearby locations along the Colorado and Virgin Rivers. It is a tier 1 priority species in the Nevada Wildlife Action Plan and is a candidate for listing under the Federal Endangered Species Act (ESA). Effective and successful implementation of cooperative conservation actions for this species is essential to prevent extinction, improve its conservation status, prevent Federal listing as an endangered species under the ESA, and meet Nevada's commitments under the multi-party Relict Leopard Frog Conservation Agreement.

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

Implementation of intensive conservation actions including monitoring, rearing of animals for translocation, and habitat restoration requires specialized expertise, local knowledge and/or staffing requirements that are not available through NDOW or other State agencies.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Government agency. UNLV (the contractor) is located in southern Nevada in proximity to areas where conservation actions will be implemented. UNLV and the principal investigator have specific expertise in required sampling methods, translocation techniques and habitat requirements and restoration techniques for the frog. UNLV has a history of successful conservation implementation for this species under funding provided in previous years by the National Park Service and Clark County.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

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 has entered into numerous contracts with UNLV in past years. Currently, UNLV is performing contract services for fisheries research for NDOW. Services have always been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	07/06/2015 15:08:24 PM
Division Approval	kdailey	07/06/2015 15:08:27 PM
Department Approval	kdailey	07/06/2015 15:08:33 PM
Contract Manager Approval	kdailey	07/06/2015 15:08:35 PM
Budget Analyst Approval	sbarkdul	07/14/2015 13:10:18 PM
BOE Agenda Approval	jborrowm	07/15/2015 12:16:59 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: **16909**

Agency Name: **DEPARTMENT OF WILDLIFE**  
Agency Code: **702**  
Appropriation Unit: **4465-18**

Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **PRAXAIR DISTRIBUTION, INC.**  
Contractor Name: **PRAXAIR DISTRIBUTION, INC.**  
Address: **PO BOX 120812**  
City/State/Zip: **DALLAS, TX 75312-0812**  
Contact/Phone: null515/965-6668  
Vendor No.: PUR0002540E  
NV Business ID: NV19971161629

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP# 3191

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Liquid Oxygen**

5. Purpose of contract:

**This is a new contract to provide bulk liquid oxygen and tanks for use by the state's fish hatcheries to support healthy fish for the stocking program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Liquid Oxygen supply systems are necessary to ensure that the fish hatcheries are able to provide healthy fish for the stocking program throughout the State of Nevada.

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

State agencies and employees do not have the ability or resources to provide bulk liquid oxygen systems to the State hatcheries.

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?

d. Last bid date: 08/04/2010 Anticipated re-bid date: 05/01/2019

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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)?

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	07/06/2015 15:27:10 PM
Division Approval	kdailey	07/06/2015 15:27:12 PM
Department Approval	kdailey	07/06/2015 15:27:14 PM
Contract Manager Approval	kdailey	07/06/2015 15:27:16 PM
Budget Analyst Approval	sbarkdul	07/14/2015 07:58:30 AM
BOE Agenda Approval	jborrowm	07/15/2015 12:24:00 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: **16912**

Agency Name:	<b>DCNR - ENVIRONMENTAL PROTECTION</b>	Legal Entity Name:	<b>NEVADA RURAL WATER ASSOCIATION</b>
Agency Code:	<b>709</b>	Contractor Name:	<b>NEVADA RURAL WATER ASSOCIATION</b>
Appropriation Unit:	<b>3197-16</b>	Address:	<b>363 FAIRVIEW DR</b>
Is budget authority available?:	<b>No</b>	City/State/Zip:	<b>CARSON CITY, NV 89701</b>
If "No" please explain: Pending work program to balance forward federal grant authority to SFY2016.		Contact/Phone:	null775/841-4222
To what State Fiscal Year(s) will the contract be charged?		Vendor No.:	T81018346
		NV Business ID:	NV19901034575
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.		<b>2016-2018</b>	
General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	RFP# 3172		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**  
 Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2017**  
 Contract term: **2 years and 21 days**

4. Type of contract: **Contract**  
 Contract description: **TECHNICAL SUPPORT**

5. Purpose of contract:  
**This is a new contract to provide assistance in addressing a backlog of found drinking water systems, which will include documenting the infrastructure, providing technical assistance for proceeding with proper permitting, and monitoring for the protection of public health.**

6. NEW CONTRACT  
 The maximum amount of the contract for the term of the contract is: **\$200,000.00**  
 Other basis for payment: \$56.60 per hour for Program; \$72.99 per hour for Executive Director; \$0.575 per mile for travel expenses

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
Due to a combination of population growth and changes in the businesses operating in the state, there is currently a backlog of newly found drinking water systems.

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 staff to clear the backlog, thus this contract would augment staffing to help clear it.

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 #3172, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/06/2015 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 CONSERVATION AND NATURAL RESOURCES, DIVISION OF ENVIRONMENTAL PROTECTION (2009-2012) (2013-2015)  
CONTRACTOR'S PERFORMANCE HAS BEEN SATISFACTORY.

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

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

Not Applicable

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

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	ahanso1	07/08/2015 15:32:16 PM
Division Approval	jcarr	07/08/2015 15:32:34 PM
Department Approval	jcarr	07/08/2015 15:32:38 PM
Contract Manager Approval	jpowers	07/08/2015 15:33:32 PM
Budget Analyst Approval	sbarkdul	07/08/2015 15:47:57 PM
BOE Agenda Approval	myoun3	07/10/2015 14:12:25 PM
BOE Final Approval	Pending	



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **16740**

Agency Name:	<b>DCNR - ENVIRONMENTAL PROTECTION</b>	Legal Entity Name:	Southern Nevada Health District
Agency Code:	<b>709</b>	Contractor Name:	<b>Southern Nevada Health District</b>
Appropriation Unit:	<b>3197-10</b>	Address:	<b>PO Box 3902</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Las Vegas, NV 89127-3902</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null775/759-1450
		Vendor No.:	T27001231B
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **Yes**

If "Yes", please explain

**The Pubic Water System agreement is renewed and ratified every 2 years. This iteration of the agreement renewal was expected to be heard and ratified by the Southern Nevada Health District prior to June 30, 2015. That process did not occur as expected. The agreement funds 95% of the Prgm. Lead and a portion of three SNHD prgm. support staff. To avoid a gap in necessary program activities/services it was necessary to execute this new agreement effective July 1, 2015.**

3. Termination Date: **06/30/2017**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Water Law/Mgmt Svcs**

5. Purpose of contract:

**This is a new interlocal agreement that continues ongoing assistance in applying Nevada laws governing public water systems. The contractor will conduct and document sanitary surveys within Clark County; review and update the Safe Drinking Water Information System (SDWIS) with the data collected and analyzed; participate in the training programs for the SDWIS; assist the state in preparing relevant reports; assist the state in implementing the new US Environmental Protection Agency rules that have not yet been adopted at the state level; and maintain forms and applications for the drinking Water State Revolving Fund Grant Program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Invoiced expenses per quarter not to exceed \$125,000. per year.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 445A.925 requires the NDEP and district boards of health to implement Nevada laws and regulations covering public water systems.**

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

NRS 445A.925 requires the NDEP and district boards of health to implement Nevada's public water system laws within their jurisdiction. Implementation at the local level allows the agency to be more responsive to public health issues and emergencies.

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	ahanso1	06/02/2015 12:59:45 PM
Division Approval	jcarr	06/02/2015 15:22:58 PM
Department Approval	jcarr	06/02/2015 15:23:02 PM
Contract Manager Approval	jpowers	07/06/2015 16:13:56 PM
Budget Analyst Approval	jrodrig9	07/15/2015 19:11:50 PM
BOE Agenda Approval	myoun3	07/16/2015 08:21:37 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: **16916**

Agency Name: <b>DEPARTMENT OF TRANSPORTATION</b>	Legal Entity Name: <b>DEPARTMENT OF PUBLIC SAFETY</b>
Agency Code: <b>800</b>	Contractor Name: <b>DEPARTMENT OF PUBLIC SAFETY</b>
Appropriation Unit: <b>4660-06</b>	Address: <b>OFFICE OF TRAFFIC SAFETY 107 JACOBSEN WAY</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89711</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Traci Pearl 775/684-7476</b>
	Vendor No.: <b>D65800000</b>
	NV Business ID: <b>Exempt</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2024**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>95.00 %</b>	Bonds	0.00 %
<b>X</b> Highway Funds	<b>5.00 %</b>	Other funding	0.00 %

Agency Reference #: **P337-15-063**

2. Contract start date:

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

Anticipated BOE meeting date **08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2023**

Contract term: **8 years and 62 days**

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

Contract description: **Support OTS**

5. Purpose of contract:

**This is a new interlocal agreement to provide support data and other information which will continue the statewide road users' behavioral campaign that promotes the awareness of the public, and educates the public concerning highway safety matters consistent with the State's Strategic Highway Safety Plan.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,050,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The guiding principles of the Nevada SHSP is to integrate safety related improvements across the entire system of roads and coordinate with all state and local agencies that have a hand in addressing safety issues on public roads.

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

This work is being completed by the Department of Public Safety/Office of Traffic Safety.

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 277.180

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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	lkoury	07/08/2015 09:24:29 AM
Division Approval	lkoury	07/08/2015 09:24:31 AM
Department Approval	lkoury	07/08/2015 09:24:33 AM
Contract Manager Approval	lkoury	07/08/2015 09:24:35 AM
Budget Analyst Approval	sjohnso9	07/13/2015 13:39:13 PM
BOE Agenda Approval	sbrown	07/14/2015 09:05:32 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16810**

Agency Name:	<b>DEPARTMENT OF TRANSPORTATION</b>	Legal Entity Name:	<b>REGIONAL TRANSPORTATION COMMISSION</b>
Agency Code:	<b>800</b>	Contractor Name:	<b>REGIONAL TRANSPORTATION COMMISSION</b>
Appropriation Unit:	<b>4660-06</b>	Address:	<b>2050 VILLANOVA DR</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>RENO, NV 89502-3163</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Carol Perry 775/348-0400
		Vendor No.:	PUR0002452
		NV Business ID:	Exempt

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>95.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>5.00 % Local match</b>

Agency Reference #: PR160-15-063

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2015**

Anticipated BOE meeting date 07/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **09/30/2016**

Contract term: **1 year**

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

Contract description: **Travel Demand**

5. Purpose of contract:

**This is a new cooperative agreement for the ongoing implementation of a comprehensive trip reduction/regional rideshare program to reduce the number of single occupant trips in an effort to improve air quality and mobility in Washoe County.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$700,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The goal of this program is to reduce the overall number of single occupant trips with emphasis on commuter work trips, thus improving air quality and mobility.

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

This contract is utilizing federal funds for the express purpose of being passed-through NDOT to be distributed to Washoe 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?

NRS 277.080 thru 277.110.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

No

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

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	lkoury	06/02/2015 10:58:33 AM
Division Approval	lkoury	06/02/2015 10:58:35 AM
Department Approval	lkoury	06/02/2015 10:58:37 AM
Contract Manager Approval	lkoury	06/02/2015 10:58:40 AM
Budget Analyst Approval	sjohnso9	07/07/2015 12:30:48 PM
BOE Agenda Approval	sbrown	07/09/2015 08:17:09 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15910** Amendment Number: **1**

Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **MONUMENT CONSTRUCTION**

Agency Code: **901** Contractor Name: **MONUMENT CONSTRUCTION**

Appropriation Unit: **3253-10** Address: **6035 Harrison Drive #6**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89120-2470**

If "No" please explain: Not Applicable Contact/Phone: **Jon Wayne Niesen 702-530-2303**

Vendor No.: **T27035474**

NV Business ID: **NV20101633041**

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 %	<b>X</b> Other funding	<b>100.00 % Business Enterprise Set Aside</b>

Agency Reference #: **#1917-18-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2014**Anticipated BOE meeting date **08/2015**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2016**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Handyman-South**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing as-needed handyman services for Business Enterprises of Nevada locations in Southern Nevada. Work includes, but is not limited to, carpentry, interior and drywall repair, painting, carpet and tile repair/removal, etc. This amendment extends the termination date from June 30, 2016 to June 30, 2018 and increases the maximum amount from \$40,000 to \$94,932 due to the continued need for these services.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$40,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$54,932.00
4. New maximum contract amount:	\$94,932.00
and/or the termination date of the original contract has changed to:	06/30/2018

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Business Enterprises of Nevada program sites have on-going needs of general-purpose construction services remodels and repairs in order to maintain the sites without interruptions of services to the public and building staff.

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

State employees do not possess the expertise or licensing required to provide general-purpose construction services and repairs.

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?

Only qualified, responsive submittal

d. Last bid date: 05/14/2014 Anticipated re-bid date: 03/05/2018

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This Vendor has been under contract with this Agency since August 1, 2014 with satisfactory service.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	06/10/2015 13:50:52 PM
Division Approval	shendren	06/11/2015 12:06:08 PM
Department Approval	mcost1	06/15/2015 09:52:52 AM
Contract Manager Approval	kwynands	06/17/2015 08:03:52 AM
Budget Analyst Approval	tgreenam	07/09/2015 10:16:06 AM
BOE Agenda Approval	myoun3	07/09/2015 15:52:37 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: **16669** Amendment Number: **1**

Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **IRON DATA SOLUTIONS, INC.**

Agency Code: **901** Contractor Name: **IRON DATA SOLUTIONS, INC.**

Appropriation Unit: **3269-26** Address: **PO Box 643845**

Is budget authority available?: **No** City/State/Zip: **Cincinnati, OH 45264-3845**

If "No" please explain: Work program for funding is being submitted in conjunction with this amendment #C32822 Contact/Phone: **Karen M Edelen 314/744-7317**

Vendor No.: **T29027255A**

NV Business ID: **NV20111131791**

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2015**

Anticipated BOE meeting date 08/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Iron Data Support**

5. Purpose of contract:

**This is the first amendment to the original contract which continues ongoing software support services and maintenance for the Social Security Administration Disability Determination System. This amendment increases the maximum amount from \$261,000 to \$410,698 due to the need for support modifications in the existing VERSA system.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$261,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$149,698.00
4. New maximum contract amount:	\$410,698.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Bureau of Disability Adjudication uses the federally mandated VERSA case processing system. VERSA requires support and management from outside vendors.

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

Iron Data owns the Proprietary software that the Social Security Administration Disability Determination System requires using. Iron Data is the sole source for support and maintenance..

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?

Vendor's software is mandated by the Federal Social Security Administration

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:

Bureau of Disability Adjudication since July 2010

13. Is the contractor currently involved in litigation with the State 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	khawkin1	07/02/2015 13:32:00 PM
Division Approval	mmason	07/02/2015 16:05:03 PM
Department Approval	mcost1	07/07/2015 11:46:31 AM
Contract Manager Approval	kwynands	07/07/2015 12:00:31 PM
DoIT Approval	bbohms	07/09/2015 08:33:00 AM
Budget Analyst Approval	tgreenam	07/13/2015 08:51:54 AM
BOE Agenda Approval	myoun3	07/20/2015 14:53:51 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: **16801**

Agency Name: <b>DETR - ADMINISTRATIVE SERVICES</b>	Legal Entity Name: <b>CENTER FOR INNOVATIVE</b>
Agency Code: <b>908</b>	Contractor Name: <b>CENTER FOR INNOVATIVE</b>
Appropriation Unit: <b>3270-25</b>	Address: <b>TECHNOLOGY</b>
Is budget authority available?: <b>Yes</b>	<b>2214 ROCK HILL RD STE 600</b>
If "No" please explain: <b>Not Applicable</b>	<b>HERNDON, VA 20170-4228</b>
	Contact/Phone: <b>null703/689-3044</b>
	Vendor No.: <b>T32002795</b>
	NV Business ID: <b>NV20141203500</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1978-17-R&A**

2. Contract start date:

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

Anticipated BOE meeting date **07/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **System maintenance**

5. Purpose of contract:

**This is a new contract to provide ongoing operations and maintenance support of the Statewide Longitudinal Data System known as Nevada P20 to Reporting (NPWR). The NPWR provides information to Nevada educators and policymakers while enabling the State of Nevada to meet federal and state reporting requirements.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,414,736.00**

Other basis for payment: Payment will be paid for Year 1 a fixed annual cost of \$522,350 & time and material cost of \$175,643 & for year 2 a fixed annual cost of \$541,100 & time and material cost of \$175,643. State will process payment when an approved invoice is received and approved by the State with the total contract not to exceed \$1,414,736 for the term of the contract.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is for the ongoing operations and Maintenance support to NPWR.

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, experience, or resources to perform this work.

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

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Per Purchasing's email: A solicitation waiver is not required for ongoing or continued maintenance/licensing.

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:

Center for Innovative Technology has been providing satisfactory work for the Nevada Department of Education since 2014.

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

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

Not Applicable

14. The contractor is 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	mchadwic	06/15/2015 07:41:42 AM
Division Approval	mcost1	07/07/2015 11:37:21 AM
Department Approval	mcost1	07/07/2015 11:37:24 AM
Contract Manager Approval	kwynands	07/07/2015 12:05:34 PM
DoIT Approval	bbohnm	07/09/2015 08:32:34 AM
Budget Analyst Approval	tgreenam	07/09/2015 11:30:45 AM
BOE Agenda Approval	myoun3	07/09/2015 15:46:41 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16907**

Agency Name: <b>BDC LICENSING BOARDS &amp; COMMISSIONS</b>	Legal Entity Name: <b>Lorylynn, Ltd.</b>
Agency Code: <b>BDC</b>	Contractor Name: <b>Lorylynn, Ltd.</b>
Appropriation Unit: <b>B003 - All Categories</b>	Address: <b>1150 Silver Crest Circle</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89523</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Loretta Ponton 775-829-7375</b>
	Vendor No.:
	NV Business ID: <b>NV20061202027</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2020**

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 %	<b>X</b>	Fees	<b>100.00 % Licensing Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2016**

Anticipated BOE meeting date **09/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Exec Director Svs**

5. Purpose of contract:

**This is a new contract to provide executive director services and board administration for the Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$288,000.00**

Payment for services will be made at the rate of \$72,000.00 per year

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 637B.150 and NAC 637B.015; AB115 Sec 46 NRS 637B.130 as amended.**

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

**The Board must obtain its own staffing.**

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

The vendor has extensive experience in providing Executive Director and similar services and was the only Proposer in response to the RFP.

d. Last bid date: 04/20/2015 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:

Board of Examiners for Audiology and Speech Pathology; quality of services verified as satisfactory  
Board of Occupational Therapy; quality of services verified as satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lp310000	07/02/2015 10:08:28 AM
Division Approval	lp310000	07/02/2015 10:08:36 AM
Department Approval	lp310000	07/02/2015 10:08:39 AM
Contract Manager Approval	lp310000	07/02/2015 10:08:49 AM
Budget Analyst Approval	knielsen	07/15/2015 07:28:31 AM
BOE Agenda Approval	nhovden	07/16/2015 12:25:16 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16764**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b> Agency Code: <b>MSA</b> Appropriation Unit: <b>9999 - All Categories</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>COMMSITE CORP.</b> Contractor Name: <b>COMMSITE CORP.</b> Address: <b>40 HARDY DR</b> City/State/Zip: <b>SPARKS, NV 89431-6307</b> Contact/Phone: <b>ANNETTE FABER 775/355-9912</b> Vendor No.: <b>T29033559</b> NV Business ID: <b>NV20081240874</b>
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To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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 %	<b>X Other funding</b>	<b>100.00 % VARIOUS</b>

Agency Reference #: 3159-GB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 07/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **3 years and 324 days**

4. Type of contract: **MSA**

Contract description: **COMM SITE REPAIR**

5. Purpose of contract:

**This is a new contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance, and repairs of state owned communication equipment, infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems, and microwave systems.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: AS INVOICED

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies require maintenance and repairs on various communications equipment.

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

The State does not have the staffing or expertise to perform the needed maintenance and repairs.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen based on scoring from the evaluation committee for this RFP.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This contractor has held a contract for communications site and repair for the last 4 years. This contractor's work is satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/25/2015 14:42:06 PM
Division Approval	ldeloach	06/25/2015 14:42:09 PM
Department Approval	ldeloach	06/25/2015 14:42:11 PM
Contract Manager Approval	gburchet	07/08/2015 09:22:07 AM
Budget Analyst Approval	sjohnso9	07/08/2015 10:00:56 AM
BOE Agenda Approval	sbrown	07/09/2015 08:20:54 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: **16840**

Agency Name: <b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>EDGE COMMUNICATIONS, INC.</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>EDGE COMMUNICATIONS, INC.</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>60 GLEN CARRAN CIR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>SPARKS, NV 89431</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>CHRIS MARTIN 775/747-4180</b>
	Vendor No.: <b>T27015867</b>
	NV Business ID: <b>NV20041552435</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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 %	<b>X</b> Other funding	<b>100.00 % VARIOUS</b>

Agency Reference #: 3159 GB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 07/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **3 years and 324 days**

4. Type of contract: **MSA**

Contract description: **COMM SITE REPAIR**

5. Purpose of contract:

**This is a new contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance, and repairs of state owned communication equipment, infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems, and microwave systems.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: As invoiced per job

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies require maintenance and repairs for various communications equipment.

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

The State does not have the staffing or expertise to perform the needed maintenance and repairs.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen based on scoring by the evaluation committee for this RFP.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This vendor has previously done work for the Department of Transportation. The work was satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/25/2015 14:41:03 PM
Division Approval	ldeloach	06/25/2015 14:41:05 PM
Department Approval	ldeloach	06/25/2015 14:41:07 PM
Contract Manager Approval	gburchet	07/08/2015 09:21:51 AM
Budget Analyst Approval	sjohnso9	07/08/2015 09:57:40 AM
BOE Agenda Approval	sbrown	07/09/2015 08:21:19 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **16839**

Agency Name:	<b>MSA MASTER SERVICE AGREEMENTS</b>	Legal Entity Name:	TRANSCORE ITS, LLC DBA TRANSCORE
Agency Code:	<b>MSA</b>	Contractor Name:	<b>TRANSCORE ITS, LLC DBA TRANSCORE</b>
Appropriation Unit:	<b>9999 - All Categories</b>	Address:	<b>150 4th Ave North, suite 1200</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>Nashville, TN 37219</b>
If "No" please explain:	Not Applicable	Contact/Phone:	TIM SOUDER 6159888960
		Vendor No.:	PUR0004821B
		NV Business ID:	NV20051693548

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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 %	<b>X Other funding</b>	<b>100.00 % VARIOUS</b>

Agency Reference #: 3159 - GB

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2015**

Anticipated BOE meeting date 07/2015

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **3 years and 324 days**

4. Type of contract: **MSA**

Contract description: **COMM SITE REPAIR**

5. Purpose of contract:

**This is a new contract to provide communications site parts and services to include emergency and general maintenance statewide on an as needed basis. Services will include scheduled and unscheduled surveys, assessments, installations, replacements, maintenance, and repairs of state owned communication equipment, infrastructure and fixtures. The equipment includes towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems, and microwave systems.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: As invoiced per job

#### II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies require maintenance and repairs for various communications equipment.

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

The State does not have the staffing or expertise to perform the needed maintenance and repairs.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen based on scoring by the evaluation committee for this RFP.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	06/25/2015 14:43:10 PM
Division Approval	ldeloach	06/25/2015 14:43:14 PM
Department Approval	ldeloach	06/25/2015 14:43:17 PM
Contract Manager Approval	gburchet	07/08/2015 09:22:25 AM
Budget Analyst Approval	sjohnso9	07/08/2015 09:54:09 AM
BOE Agenda Approval	sbrown	07/09/2015 09:29:35 AM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16249** Amendment Number: **1**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **FARRIS, VAUGHAN, WILLS & MURPHY LLP**

Agency Code: **030** Contractor Name: **FARRIS, VAUGHAN, WILLS & MURPHY LLP**

Appropriation Unit: **1031-10** Address: **700 W. GEORGIA ST 25TH FLOOR**

Is budget authority available?: **Yes** City/State/Zip: **VANCOUVER, BC V7Y1B3**

If "No" please explain: **Not Applicable** Contact/Phone: **604-661-1712**

Vendor No.: **f00000307**

NV Business ID: **000000**

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

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

2. Contract start date:  
a. Effective upon final approval? **No** or b. other effective date **12/10/2014**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved **12/10/2015**  
Termination Date:

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Litigation**

5. Purpose of contract:

**This is the first amendment to the original contract to retain counsel in British Columbia in connection with the bankruptcy proceedings related to Veris Gold Corporation and related entities, namely in the matter of the companies Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended. This amendment increases the maximum amount from \$20,000 to \$34,000 to adequately fund the contract for the remainder of the contract period.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$20,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$14,000.00
4. New maximum contract amount:	\$34,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Litigation will be in British Columbia, Canada.

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

State employees are not eligible to practice law outside the United States.

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?

We need local counsel who is admitted to the Canadian Bar to appear in court for this bankruptcy matter pending in Supreme Court of British Columbia.

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)?

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.

**It has been confirmed with the Secretary of State that because this law firm will solely be working in British Columbia Canada that a Nevada Business License is not required.**

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.

**This company is not registered with the Secretary of State**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/10/2015 11:10:39 AM
Division Approval	mradu	06/10/2015 11:11:20 AM
Department Approval	chowle	06/11/2015 10:53:31 AM
Contract Manager Approval	Iramire7	06/11/2015 11:53:46 AM
Budget Analyst Approval	knielsen	06/15/2015 15:54:23 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: **16861**

Agency Name: <b>ATTORNEY GENERAL'S OFFICE</b>	Legal Entity Name: <b>GORDON &amp; SILVER LTD DBA</b>
Agency Code: <b>030</b>	Contractor Name: <b>GORDON &amp; SILVER LTD DBA</b>
Appropriation Unit: <b>1031-10</b>	Address: <b>GORDON SILVER</b>
Is budget authority available?: <b>Yes</b>	<b>100 W LIBERTY ST STE 690</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>RENO, NV 89501-1960</b>
	Contact/Phone: <b>775/343-7500</b>
	Vendor No.: <b>T29022076A</b>
	NV Business ID: <b>nv19681001885</b>

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	<b>100.00 % Statutory Contingency Fund</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/01/2015**

Retroactive? **Yes**

If "Yes", please explain

**Litigation for this case was supposed to be completed prior to December 31, 2014, however, representation was still required after the contract expired due to ongoing miscellaneous matters.**

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

Contract term: **179 days**

4. Type of contract: **Contract**

Contract description: **Special Counsel**

5. Purpose of contract:

**This is a new contract that continues ongoing legal representation including (1) conducting informal investigations and witness interviews with current and former employees and consultants; (2) preparation of all pleadings in the lawsuit on behalf of the defendants; (3) perform all discovery; (4) perform all pre-trial work, including appearing at the pre-trial and trial of any issues which remain after dispositive motions. The legal representation is require due to lawsuits filed against the College Savings Plans.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This contract provides legal services on behalf of the defendants in the case of Treasury Solutions Holdings, Inc. et al. v. State of Nevada, et al., Work under this contract includes preparation of all pleadings, appearing at all court hearings, pre-trial, and performing interviews of current and former state employees and conducting all necessary discovery.**

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

**There is a possibility that the OAG has a conflict of interest in this case. Therefore, Special Counsel is needed to appear on behalf of the defendants in this case**

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?

[Redacted]

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 OAG has done several contracts with this law firm and work has been performed 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:

Shane Chesney, Sr. Deputy Attorney General Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mradu	06/18/2015 08:57:53 AM
Division Approval	chowle	06/18/2015 11:42:26 AM
Department Approval	chowle	06/18/2015 11:42:30 AM
Contract Manager Approval	Iramire7	06/18/2015 12:35:59 PM
Budget Analyst Approval	knielsen	06/19/2015 09:48:21 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: **16819**

Agency Name: <b>SECRETARY OF STATE'S OFFICE</b>	Legal Entity Name: <b>Advanced Data Systems</b>
Agency Code: <b>040</b>	Contractor Name: <b>Advanced Data Systems</b>
Appropriation Unit: <b>1051-15</b>	Address: <b>ADS</b>
Is budget authority available?: <b>Yes</b>	<b>1789 COLLEGE PKWY STE 128</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>CARSON CITY, NV 89706-7976</b>
	Contact/Phone: <b>SHARON MCCLOSKEY 775-882-1443</b>
	Vendor No.: <b>T80911277</b>
	NV Business ID: <b>NV19821012593</b>

To what State Fiscal Year(s) will the contract be charged? **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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2016**

Contract term: **1 year**

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

Contract description: **ADS FY16**

5. Purpose of contract:

**This is a new contract to provide ongoing maintenance and support of the web service program as needed by the 13 counties of the State of Nevada and the Secretary of State's office in order to comply with the requirements of Statewide Voter Registration List and applicable maintenance procedures.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Other basis for payment: payable upon completion of Contractor's Services.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This work needs to be done to maintain compliance with the Help America Vote Act (HAVA) to maintain federal funding requirements.

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

State employees do not have the necessary background, expertise, time or equipment necessary to perform the required support

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

Was the solicitation (RFP) done by the Purchasing 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?

Prior services and company's familiarity with the Nevada voting system. Per Purchasing Administrator solicitation waiver not required for ongoing maintenance and/or support for a system already purchase/installed and in use by the State

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:

2007- 2012 & 2015 - Secretary of State- Satisfactory

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

Wendland, Justus, HAVA Administrator Ph: 775-684-5650

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pdover	06/11/2015 07:17:39 AM
Division Approval	pdover	06/11/2015 07:17:42 AM
Department Approval	pdover	06/11/2015 07:17:45 AM
Contract Manager Approval	vmccormi	06/11/2015 07:58:01 AM
Budget Analyst Approval	nhovden	06/16/2015 11:12:13 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16854**

Agency Name: <b>SECRETARY OF STATE'S OFFICE</b>	Legal Entity Name: <b>National Notary Association</b>
Agency Code: <b>040</b>	Contractor Name: <b>National Notary Association</b>
Appropriation Unit: <b>1057-12</b>	Address: <b>9530 De Soto Ave</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Chatsworth , CA 91311-4926</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>818-739-4064</b>
	Vendor No.:
	NV Business ID: <b>NV19931073579</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2015-2016</b>

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Notary Training Revenue</b>
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 **06/16/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/30/2015**

Contract term: **75 days**

4. Type of contract: **Contract**

Contract description: **Notary Exam**

5. Purpose of contract:

**This is a new contract to develop a Nevada Statute specific Notary Public Examination to be administered upon completion of notary training which is required for certification as a Notary Public.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,000.00**

Other basis for payment: payable upon submission of invoice(s).

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Certification as a Notary Public requires attendance of a training program which contains valuable information on the statutes which govern notaries. The examination will be a measurement of the effectiveness of the training and quality of knowledge given in the training course.**

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

**State employees lack the time or the expertise to develop an adequate examination.**

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):

**American Association of Notaries  
National Notary Association  
American Society of Notaries**

b. Solicitation Waiver: **Not Applicable**

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

The National Notary Association is a leading source of information for at least 40 states whose agencies responsible for notaries have adhered their laws to the Model Notary Act created by the National Notary Association.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

No b. If "NO", please explain.

**They withdrew in 2013 - they are solely a nonprofit organization based in California with no business ties to the State of Nevada.**

18. Agency Field Contract Monitor:

Prazak, Sonia, Notary Administrator Ph: 775-684-5749

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pdover	06/11/2015 07:18:06 AM
Division Approval	pdover	06/11/2015 07:18:09 AM
Department Approval	pdover	06/11/2015 07:18:12 AM
Contract Manager Approval	vmccormi	06/11/2015 07:59:37 AM
Budget Analyst Approval	nhovden	06/16/2015 11:36:49 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: **13464** Amendment Number: **1**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **STONE SERVICES, INC.**

Agency Code: **082** Contractor Name: **STONE SERVICES, INC.**

Appropriation Unit: **1349-12** Address: **dba, ALPEN GLOW**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511**

If "No" please explain: **Not Applicable** Contact/Phone: **Dean Duke 775/853-6985**

Vendor No.: **T80961747**

NV Business ID: **NV19951132117**

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 %	<input checked="" type="checkbox"/>	Fees	<b>100.00 % Buildings and Grounds rental income fees</b>
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 **07/13/2012**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **07/01/2016**

Contract term: **3 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Stone Floor Care**

5. Purpose of contract:

**This is the first amendment to the original contract, which continues ongoing stone floor care services including cleaning, honing, grinding, polishing and sealing in various state buildings in Northern Nevada on an as needed basis at the request and approval of a Public Works Division, Buildings and Grounds Section representative. This amendment increases the contract maximum amount from \$20,000 to \$36,000 due to repairs needed in various state buildings brick areas.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$20,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$16,000.00
4. New maximum contract amount:	\$36,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Marble and stone floors need to be cleaned, re honed and polished as part of a restoration process every two years at various state locations in Northern Nevada.

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

Lack of manpower, equipment and expertise.

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

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

This is one of multiple contractors for floor refinishing and care services on file. Per SAM 0338.0, each contractor will be contacted to submit bids on projects.

d. Last bid date: 03/20/2012 Anticipated re-bid date: 03/31/2016

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:

July 2003 to July 2007; Public Works Division, Building and Grounds Section; satisfactory service.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	07/13/2015 08:11:59 AM
Division Approval	csweeney	07/13/2015 08:12:02 AM
Department Approval	csweeney	07/13/2015 08:12:05 AM
Contract Manager Approval	ssands	07/13/2015 08:23:10 AM
Budget Analyst Approval	jrodrig9	07/13/2015 17:20:05 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: **16899**

Agency Name: <b>ADMIN - STATE PUBLIC WORKS DIVISION</b>	Legal Entity Name: <b>CHEM-AQUA INC.</b>
Agency Code: <b>082</b>	Contractor Name: <b>CHEM-AQUA INC.</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>NCH CORPORATION 23261 NETWORK PL</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CHICAGO, IL 60673-1232</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>DAVE BURTON 972/438-0541</b>
	Vendor No.: <b>T29023740</b>
	NV Business ID: <b>NV19991172643</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Buildings &amp; Grounds building rent income fees</b>
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 **07/01/2015**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Water Treatment**

5. Purpose of contract:

**This is a new contract that continues ongoing chemical water treatment for HVAC equipment to protect hot water loops, chilled water loops and condenser water loops from corrosion, contamination and scale; and all equipment associated with the water loops. This treatment also prevents biological growth (algae, fungi and viruses) in all water systems, especially the cooling towers. This treatment will be provided on an as needed basis for various state facilities in Southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,750.00**

Payment for services will be made at the rate of \$903.33 per month

Other basis for payment: \$99.75 monthly for the Bradley Building; \$91.41 per month for the Department of Motor Vehicles, Sahara; \$92.25 monthly for the Department of Motor Vehicles, Flamingo; \$87.25 monthly for the Department of Motor Vehicles, Henderson; \$166.41 per month for the Department of Motor Vehicles, Decatur; \$141.41 per month for the Campos Buildings; and \$224.75 per month for the Sawyer Building; extra services, on an as needed basis for any State building in the Las Vegas area at the request and written approval of a Buildings and Grounds designee, in the amount of \$6,390.00, utilizing the following hourly rate schedule: regular \$85.00 per hour; overtime \$127.50 per hour; Sunday & Holidays \$127.50 per hour; normal business hours 8:00 a.m. to 4:00 p.m. Monday through Friday; and materials are at contractors cost.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**State buildings need to maintain the HVAC systems to ensure peak performance and extend the operation of the HVAC system.**

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

**Buildings & Grounds does not have the adequate manpower to maintain the HVAC equipment and systems properly.**

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):

CHEMTEX  
 AQUA SERV  
 NCH CORPORATION DBA CHEM-AQUA

b. Solicitation Waiver: **Not Applicable**

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

Aqua Serv & Chemtex submitted bids for this contract and withdrew their bids.

d. Last bid date: 05/01/2015 Anticipated re-bid date: 05/01/2019

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

**No**

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

**No**

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

**No** If "Yes", please explain

Not Applicable

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

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

DEPARTMENT OF TRANSPORTATION

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

DOUG HARTWELL, FACILITY MANAGER Ph: 702-486-4300

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/29/2015 14:00:02 PM
Division Approval	csweeney	06/29/2015 14:00:05 PM
Department Approval	csweeney	06/29/2015 14:01:29 PM
Contract Manager Approval	ssands	06/30/2015 07:10:34 AM
Budget Analyst Approval	sbarkdul	06/30/2015 15:36:49 PM



**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14863** Amendment Number: **2**  
 Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **ROSEVILLE TERMITE & PEST CNTRL**  
 Agency Code: **082** Contractor Name: **ROSEVILLE TERMITE & PEST CNTRL**  
 Appropriation Unit: **1349-12** Address: **ADVANCED INTEGRATED PEST MNGT**  
 Is budget authority available?: **Yes** City/State/Zip: **DAYTON, NV 89403**  
 If "No" please explain: **Not Applicable** Contact/Phone: **SCOTT CONNER 775-461-9031**  
 Vendor No.: **T32001814**  
 NV Business ID: **NV20101149905**  
 To what State Fiscal Year(s) will the contract be charged? **2014-2018**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 % Buildings and Grounds rental income fee</b>
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 **09/10/2013**  
 Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **08/31/2017**  
 Contract term: **3 years and 356 days**

4. Type of contract: **Contract**  
 Contract description: **General Weed Control**

5. Purpose of contract:  
**This is the second amendment to the original contract, which continues ongoing weed control services on an as needed basis for the grounds of various state buildings in the Carson City and Reno area, upon the request and approval of a Buildings and Grounds designee. This amendment increases the maximum amount from \$17,000.00 to \$37,000.00 due to ongoing need for service through the term of the contract.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$7,500.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$37,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**This service is necessary to eliminate unsightly weeds for the general neatness of state grounds**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**Lack of manpower and equipment.**

9. Were quotes or proposals solicited? **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 is one of multiple contracts for weed control services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

**III. OTHER INFORMATION**

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is 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	capple	07/07/2015 07:14:18 AM
Division Approval	capple	07/07/2015 07:14:22 AM
Department Approval	capple	07/07/2015 07:14:26 AM
Contract Manager Approval	csweeney	07/07/2015 11:18:05 AM
Budget Analyst Approval	sbarkdul	07/09/2015 07:44:31 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: **16851**

Agency Name: <b>ADMIN - HEARINGS AND APPEALS DIVISION</b>	Legal Entity Name: <b>RODRIGUEZ, JORGE</b>
Agency Code: <b>089</b>	Contractor Name: <b>RODRIGUEZ, JORGE</b>
Appropriation Unit: <b>1015-04</b>	Address: <b>PO BOX 31165</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89173</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/755-2232</b>
	Vendor No.: <b>T29016727A</b>
	NV Business ID: <b>NV20141157139</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % ASSESSMENTS TO INSURERS</b>

Agency Reference #: **ASD #1924717**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/06/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **1 year and 360 days**

4. Type of contract: **Contract**

Contract description: **Interpreter Services**

5. Purpose of contract:

**This is a new contract that continues ongoing Spanish interpretation services during administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings.**

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 \$80.00 per hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**This Division is required by statute to provide interpreter services to non-English speaking injured workers so that they are properly represented at appeals hearings.**

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

**The state does not employ interpreters except by independent contract.**

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

Proposals are not solicited as the Division pays a flat rate of \$80 per hour. This contractor is one of four (two in Northern Nevada and two in Southern Nevada) who provide this service.

d. Last bid date: Anticipated re-bid date: No

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

June 2012 thru June 2015 Hearings and Appeals Division - 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:

Lino Jasso, Supervising Legal Secretary Ph: 702-486-3409

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	07/02/2015 11:26:54 AM
Division Approval	csweeney	07/02/2015 11:26:56 AM
Department Approval	csweeney	07/02/2015 11:26:59 AM
Contract Manager Approval	csweeney	07/02/2015 11:27:01 AM
Budget Analyst Approval	sjohnso9	07/06/2015 11:50:30 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: **16852**

Agency Name: <b>ADMIN - HEARINGS AND APPEALS DIVISION</b>	Legal Entity Name: <b>MADRIGAL, FRANCISCO J</b>
Agency Code: <b>089</b>	Contractor Name: <b>MADRIGAL, FRANCISCO J</b>
Appropriation Unit: <b>1015-04</b>	Address: <b>7492 EVENING FALLS DRIVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89131</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/743-3407</b>
	Vendor No.: <b>T81012763</b>
	NV Business ID: <b>NV20121095911</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % ASSESSMENTS TO INSURERS</b>

Agency Reference #: **ASD #1924715**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/23/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **2 years and 8 days**

4. Type of contract: **Contract**

Contract description: **Interpreter Services**

5. Purpose of contract:

**This is a new contract that continues ongoing Spanish interpretation services during administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings.**

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 \$80.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This Division is required by statute to provide interpreter services to non-English speaking injured workers so that they are properly represented at appeals hearings.**

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

**The state does not employ interpreters except by independent contract.**

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

Proposals are not solicited as the Division pays a flat rate of \$80 per hour. This contractor is one of four (two in Northern Nevada and two in Southern Nevada who provide this service.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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:

June 2012 thru June 2015 Hearings and Appeals Division - 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:

Lino Jasso, Supervising Legal Secretary Ph: 702-486-3409

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	06/22/2015 13:12:22 PM
Division Approval	csweeney	06/22/2015 13:12:25 PM
Department Approval	csweeney	06/22/2015 13:12:30 PM
Contract Manager Approval	csweeney	06/22/2015 13:12:32 PM
Budget Analyst Approval	sjohnso9	06/23/2015 07:39:04 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: **16857**

Agency Name: <b>ADMIN - HEARINGS AND APPEALS DIVISION</b>	Legal Entity Name: <b>REINSHAGEN HERNANDEZ, OLIVIA</b>
Agency Code: <b>089</b>	Contractor Name: <b>REINSHAGEN HERNANDEZ, OLIVIA</b>
Appropriation Unit: <b>1015-04</b>	Address: <b>789 W BONANZA DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89706-8103</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/885-2456</b>
	Vendor No.: <b>T81007186</b>
	NV Business ID: <b>NV20141198466</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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	<b>100.00 % Assessments to insurers</b>

Agency Reference #: **ASD #1924716**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/06/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **1 year and 360 days**

4. Type of contract: **Contract**

Contract description: **Interpreter Services**

5. Purpose of contract:

**This is a new contract that continues ongoing Spanish interpretation services during administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings.**

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 \$80.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This Division is required by statute to provide interpreter services to non-English speaking injured workers so that they are properly represented at appeals hearings.**

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

**The state does not employ interpreters except by independent contract.**

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

Proposals are not solicited as the Division pays a flat rate of \$80 per hour. This contractor is one of four (two in Northern Nevada and two in Southern Nevada) who provide this service.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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:

June 2012 thru June 2015 Hearings and Appeals Division - 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:

Lino Jasso, Supervising Legal Secretary Ph: 702-486-3409

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	07/02/2015 11:23:13 AM
Division Approval	csweeney	07/02/2015 11:23:16 AM
Department Approval	csweeney	07/02/2015 11:23:19 AM
Contract Manager Approval	csweeney	07/02/2015 11:23:21 AM
Budget Analyst Approval	sjohnso9	07/06/2015 12:01:57 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: **16858**

Agency Name: <b>ADMIN - HEARINGS AND APPEALS DIVISION</b>	Legal Entity Name: <b>HERNANDEZ, GUSTAVO</b>
Agency Code: <b>089</b>	Contractor Name: <b>HERNANDEZ, GUSTAVO</b>
Appropriation Unit: <b>1015-04</b>	Address: <b>789 W BONANZA DRIVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89706-8103</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775-885-2456</b>
	Vendor No.: <b>T32001668</b>
	NV Business ID: <b>NV20111774747</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Assessments to insurers</b>

Agency Reference #: **ASD #1924714**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/13/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Interpreter Services**

5. Purpose of contract:

**This is a new contract that continues Spanish interpretation services during administrative hearings, required by NRS 645B, to non-English speaking injured workers so they are appropriately represented at appeal hearings.**

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 \$80.00 per hour

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**This Division is required by statute to provide interpreter services to non-English speaking injured workers so that they are properly represented at appeals hearings.**

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

**The state does not employ interpreters except by independent contract.**

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

Proposals are not solicited as the Division pays a flat rate of \$80 per hour. This contractor is one of four (two in Northern Nevada and two in Southern Nevada) who provide this service.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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:

June 2012 thru June 2015 Hearings and Appeals Division - 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:

Lino Jasso, Supervising Legal Secretary Ph: 702-486-3409

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	07/09/2015 12:52:09 PM
Division Approval	csweeney	07/09/2015 12:52:11 PM
Department Approval	csweeney	07/09/2015 12:52:14 PM
Contract Manager Approval	csweeney	07/09/2015 12:52:17 PM
Budget Analyst Approval	sjohnso9	07/13/2015 07:29:26 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16604**

Agency Name: <b>DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE</b>	Legal Entity Name: <b>Kohn and Company, LLP</b>
Agency Code: <b>400</b>	Contractor Name: <b>Kohn and Company, LLP</b>
Appropriation Unit: <b>3195-04</b>	Address: <b>5310 Kietzke Lane, Suite 101</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89511</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Connie Christiansen 775-828-7300</b>
	Vendor No.: <b>T27009430</b>
	NV Business ID: <b>NV20131451408</b>

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	<b>20.00 %</b>	Fees	<b>0.00 %</b>
<input checked="" type="checkbox"/> Federal Funds	<b>60.00 %</b>	Bonds	<b>0.00 %</b>
Highway Funds	<b>0.00 %</b>	<input checked="" type="checkbox"/> Other funding	<b>20.00 % Tobacco Settlement</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/23/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **2 years and 8 days**

4. Type of contract: **Contract**

Contract description: **Grantee Reviews**

5. Purpose of contract:

**This is a new contract that continues ongoing fiscal reviews of the Grants Management unit grantees. These outside fiscal reviews will provide assistance with the requirement that all grantees are reviewed once every two years.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$1,250.00 per fiscal review.

Other basis for payment: Plus associated travel expenses at the then state-approved rate for pre-approved travel to the grantee review site.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Grants Management Unit receives funds from seven (7) different funding sources. Each funding source should have all grantees reviewed at least once during a two (2) year period. Contracting for fiscal review of selected grantees will allow the agency to meet this requirement.**

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

**Current workload would require an additional FTE to perform the required reviews.**

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):

Bradshaw, Smith & Company Services, LLC  
Eide Bailly LLP  
Ellsworth & Stout, LLC  
Casey Neilon, Inc.

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts awarded.

d. Last bid date: 04/01/2015 Anticipated re-bid date: 06/30/2017

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:

Agency 400 - Department of Health and Human Services Director's Office - verified as satisfactory.

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

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

Not Applicable

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

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:

Connie Ronning, Auditor II Ph: 775-684-4017

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mweyland	06/11/2015 14:02:47 PM
Division Approval	bvale1	06/16/2015 11:16:27 AM
Department Approval	ecreceli	06/17/2015 10:01:04 AM
Contract Manager Approval	mweyland	06/19/2015 14:34:01 PM
Budget Analyst Approval	nhovden	06/23/2015 11:59:24 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16605**

Agency Name: <b>DHHS - HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE</b>	Legal Entity Name: <b>Bradshaw, Smith &amp; Company Services, LLC</b>
Agency Code: <b>400</b>	Contractor Name: <b>Bradshaw, Smith &amp; Company Services, LLC</b>
Appropriation Unit: <b>3195-04</b>	Address: <b>5581 West Charleston Boulevard</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89146</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Doug Winters 702-878-9788</b>
	Vendor No.: <b>T29034172</b>
	NV Business ID: <b>NV20121697080</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

<input checked="" type="checkbox"/> General Funds	<b>20.00 %</b>	Fees	<b>0.00 %</b>
<input checked="" type="checkbox"/> Federal Funds	<b>60.00 %</b>	Bonds	<b>0.00 %</b>
Highway Funds	<b>0.00 %</b>	<input checked="" type="checkbox"/> Other funding	<b>20.00 % Tobacco Settlement</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/13/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Grantee Reviews**

5. Purpose of contract:

**This is a new contract that continues ongoing fiscal reviews of the Grants Management Unit grantees. These outside fiscal reviews provide assistance to the agency with the requirement that all grantees are reviewed once every two years.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Payment for services will be made at the rate of \$1,250.00 per fiscal review.

Other basis for payment: Plus associated travel expenses at the then state-approved travel rate for pre-approved travel to the grantee review site.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Grants Management Unit receives funds from seven (7) different funding sources. Each funding source should have all grantees reviewed at least once during a two (2) year period. Contracting for fiscal review of selected grantees will allow the agency to meet this requirement**

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

**Current workload would require an additional FTE to preform the required reviews.**

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):

Casey Neilon, Inc.  
Eide Bailly LLP  
Kohn & Company, LLP  
Ellsworth & Stout, LLC

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts awarded.

d. Last bid date: 04/01/2015 Anticipated re-bid date: 06/30/2017

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:

Agency 400 - Department of Health and Human Services - verified as satisfactory.

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

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

Not Applicable

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

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:

Connie Ronning, Auditor II Ph: 775-684-4017

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	07/13/2015 15:01:44 PM
Division Approval	bvale1	07/13/2015 15:01:46 PM
Department Approval	bvale1	07/13/2015 15:01:49 PM
Contract Manager Approval	bvale1	07/13/2015 15:01:51 PM
Budget Analyst Approval	nhovden	07/13/2015 15:05:00 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: **14527** Amendment Number: **1**

Agency Name: **DHHS - PUBLIC AND BEHAVIORAL HEALTH** Legal Entity Name: **Casas Construction-Electric, Inc.**

Agency Code: **406** Contractor Name: **Casas Construction-Electric, Inc.**

Appropriation Unit: **3161-07** Address: **2710 E. Patrick Lane Suite 2**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89120**

If "No" please explain: **Not Applicable** Contact/Phone: **Daniel Casas 702-597-2093**

Vendor No.:

NV Business ID: **NV20001426791**

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

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

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

2. Contract start date:  
a. Effective upon final approval? **No** or b. other effective date **07/09/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **3 years and 357 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:  
**This is the first amendment to the original contract, which continues ongoing electrical system maintenance services to the various buildings on the campus of Southern Nevada Adult Mental Health Services. This amendment extends the termination date from June 30, 2015 to June 30, 2017 and increases the maximum amount from \$29,950.00 to \$49,950.00 due to the continued need for these services.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$29,950.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$49,950.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
Pursuant to Joint Commission Accreditation Standards, facility maintenance is required and the campus needs continuous maintenance services available when a problem arises with the electrical systems both at the Rawson Neal Psychiatric Hospital and the other SNAMHS campus buildings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
The Division does not currently have FTE staff available with the training, equipment or expertise to perform this work.

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

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

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

ATM Electrical  
Casas Electric, Inc.  
Pinnacle Engenerring

b. Solicitation Waiver: **Not Applicable**

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

This contractor has the experience in electrical maintenance and service and was the lowest bidding vendor who submitted bids.

d. Last bid date: 04/01/2013 Anticipated re-bid date: 01/01/2017

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Vendor has been under contract with Southern Nevada Adult Mental Health Services since July 2013 and has provided satisfactory services.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	alaw1	05/20/2015 09:24:42 AM
Division Approval	alaw1	05/20/2015 09:24:44 AM
Department Approval	ecreceli	05/21/2015 13:41:54 PM
Contract Manager Approval	rfine	05/28/2015 07:37:50 AM
Budget Analyst Approval	bberry	06/30/2015 08:37:17 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: **16799**

Agency Name: <b>DHHS - PUBLIC AND BEHAVIORAL HEALTH</b>	Legal Entity Name: <b>SCK PAINTING AND DRYWALL, INC.</b>
Agency Code: <b>406</b>	Contractor Name: <b>SCK PAINTING AND DRYWALL, INC.</b>
Appropriation Unit: <b>3162-95</b>	Address: <b>1970 E. SECOND ST</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89502</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>GRACE MINJUNG KIM 775-787-3169</b>
	Vendor No.: <b>T32003502</b>
	NV Business ID: <b>NV20081229491</b>

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	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/17/2015**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2016**Contract term: **1 year and 14 days**4. Type of contract: **Contract**Contract description: **Sealing & Painting**

5. Purpose of contract:

**This is a new contract to provide power washing, brick sealing and painting on the exterior of Northern Nevada Adult Mental Health campus buildings 2A, 5, 8, 8A, 8B, and 8C.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,950.00**

Other basis for payment: \$12,950.00 to power wash, seal brick exterior and paint exterior doors for Buildings 2-A, 5, 8, 8-A, 8-B, 8-C.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Pursuant to NRS 333.700, NAC 333.150 and SAM 3330.0 contracting for services to maintain building and grounds is required for the safety and well being of consumers, staff and visitors.**

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

**Current staff does not have the specialized equipment, tools or expertise to perform these services.**9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Fasini Painting  
SCK Painting and Drywall  
Radcliffe Painting**b. Solicitation Waiver: **Not Applicable**

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

This vendor provided the lowest cost bid for sealing and painting these buildings.

d. Last bid date: 05/12/2015 Anticipated re-bid date: 06/30/2017

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

Greg Holcomb, Facility Supervisor, Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	06/11/2015 10:02:18 AM
Division Approval	chadwic1	06/11/2015 10:02:20 AM
Department Approval	ecreceli	06/16/2015 11:14:19 AM
Contract Manager Approval	shoughta	06/16/2015 14:09:26 PM
Budget Analyst Approval	bberry	06/17/2015 11:13:03 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: **16658**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>Integrated Mechanical Services LLC</b>
Agency Code: <b>409</b>	Contractor Name: <b>Integrated Mechanical Services LLC</b>
Appropriation Unit: <b>3646-07</b>	Address: <b>Evolution Air Conditioning Co. 124 Heather Drive</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Henderson, NV 89002</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-912-1525</b>
	Vendor No.:
	NV Business ID: <b>NV20111413709</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2019</b>

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

<input checked="" type="checkbox"/> General Funds	<b>43.50 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>54.10 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>2.40 % rental, client chgs</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Air Conditioning**

5. Purpose of contract:

**This is a new contract to provide routine preventative maintenance and inspection service on two chillers in building 7 and 17 and one cooling tower in building 17 and HVAC repairs on eleven State owned buildings located at 6171 West Charleston Boulevard in Las Vegas and additional funds for unforeseen repairs.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,656.00**

Payment for services will be made at the rate of \$1,050.00 per Quarter

Other basis for payment: \$1,050.00 per Quarter = \$16,800 Maintenance; \$23,856.00 Unforeseen Repairs based on Attachment EE

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Routine preventative maintenance services are required to ensure the equipment remains in good working condition.**

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

**No employee with the needed expertise nor any State agency that provides these services.**

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

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

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

**Commercial Consulting Services  
Integrated Mechanical System LLC DBA Evolution Air Conditioning Co.  
RSN Mechanical Services**

b. Solicitation Waiver: **Not Applicable**

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

This vendor best meets the needs of the State.

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

James Kolar, Facility Supervisor II Ph: 702-994-4301

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	05/01/2015 10:59:27 AM
Division Approval	pcolegro	05/01/2015 10:59:31 AM
Department Approval	ecreceli	05/04/2015 16:24:47 PM
Contract Manager Approval	mcar2	06/19/2015 08:55:48 AM
Budget Analyst Approval	knielsen	07/01/2015 08:32:14 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: **16778**

Agency Name: <b>DHHS - DIVISION OF CHILD AND FAMILY SERVICES</b>	Legal Entity Name: <b>BOARD OF REGENTS-UNR</b>
Agency Code: <b>409</b>	Contractor Name: <b>BOARD OF REGENTS-UNR</b>
Appropriation Unit: <b>3646-20</b>	Address: <b>CONTROLLERS - CHILD/FAMILY RSH MAIL STOP 141</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89557</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/784-6762</b>
	Vendor No.: <b>D35000845</b>
	NV Business ID: <b>Exempt</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Fund for a Healthy Nevada</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/01/2015**

Retroactive? **Yes**

If "Yes", please explain

**The University of Nevada Reno, School of Social Work has been providing these services for almost a year. It was recently determined that is necessary collaborative work has taken a lot of additional time for the department and the department should be compensated for this important work.**

3. Termination Date: **12/31/2016**

Contract term: **2 years**

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

Contract description: **Social Work Consult**

5. Purpose of contract:

**This is a new interlocal agreement to provide facilitation and consultation services to the Division of Child and Family Services, in order to develop community and statewide approaches to enhance the structure, delivery and strategies employed to improved behavior health outcomes for children and young adults, while utilizing Nevada's adopted federal approach to developing a Statewide System of Care.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,820.00**

Payment for services will be made at the rate of \$135.00 per hour

Other basis for payment: 132 hours maximum

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**DCFS needs an experienced and knowledgeable facilitator working at the University level with direct knowledge of funding, grants, social work practice and history working with the agency staff to facilitate State groups from an outside perspective.**

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

**Facilitation of multiple groups with an outside perspective is needed. The agency does not have the capacity or the expertise of statewide social work practice and initiatives to do the job effectively.**

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:

Yes, currently the Division is under contract and service is satisfactory

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

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

Not Applicable

14. The contractor is 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:

Kristen Rivas, Clinical Program Planner II Ph: 775-688-1707

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	06/30/2015 08:15:57 AM
Division Approval	pcolegro	06/30/2015 08:16:00 AM
Department Approval	ecreceli	07/06/2015 11:21:00 AM
Contract Manager Approval	mcar2	07/13/2015 08:53:15 AM
Budget Analyst Approval	knielsen	07/14/2015 08:23:44 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16795**

Agency Name: <b>ADJUTANT GENERAL &amp; NATIONAL GUARD</b>	Legal Entity Name: Legacy Team Environmental Consultants
Agency Code: <b>431</b>	Contractor Name: <b>Legacy Team Environmental Consultants</b>
Appropriation Unit: <b>3650-16</b>	Address: <b>137 RIVER FRONT DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89523</b>
If "No" please explain: Not Applicable	Contact/Phone: <b>BRIAN BASS 775-743-7161</b>
	Vendor No.: <b>T27037048</b>
	NV Business ID: <b>20111540707</b>

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NMD# 023-15-S**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/24/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2016**

Contract term: **1 year and 191 days**

4. Type of contract: **Contract**

Contract description: **SPCC PLANS**

5. Purpose of contract:

**This is a new contract to conduct a review and update of existing Spill Prevention Control and Countermeasures (SPCC) Plans for three Nevada Army National Guard facilities and prepare a new SPCC Plan for a fourth Nevada National Guard facility.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,350.00**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**This service will ensure compliance with 40 CFR 112.7 which will include an inspection program, inspection schedules, and an integrity testing program for Nevada National Guard facilities.**

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

**State employees do not possess the manpower, licensing, or certifications to perform this type of work.**

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

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

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

**Not Applicable**

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

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

This vendor was chosen due to having Spill Prevention, Control And Countermeasure (SPCC) Plan development experience and good references.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vradford	05/28/2015 13:57:53 PM
Division Approval	ctyle1	05/28/2015 15:30:58 PM
Department Approval	ctyle1	05/28/2015 15:31:00 PM
Contract Manager Approval	vradford	05/28/2015 15:33:35 PM
Budget Analyst Approval	jborrowm	06/24/2015 14:51:15 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: **16758**

Agency Name: <b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name: Association of State Correctional Administrators, Inc.
Agency Code: <b>440</b>	Contractor Name: <b>Association of State Correctional Administrators, Inc.</b>
Appropriation Unit: <b>3710-04</b>	Address: <b>1110 Opal Court, Suite 5</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Hagerstown, MD 21740-5942</b>
If "No" please explain: Not Applicable	Contact/Phone: George Camp 301/791-2722
	Vendor No.: T81085446
	NV Business ID: NV20131506123

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	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/30/2015**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2015**Contract term: **184 days**4. Type of contract: **Contract**Contract description: **Review & Evaluation**

5. Purpose of contract:

**This is a new contract to provide a formal review and evaluation of the Department's current Administrative Regulation entitled "Use of Force Standards".**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Milestone #1 \$3,600; Milestone #2 \$7,200; Milestone #3 \$4,500; Milestone #4 \$2,700; and \$2,000 other expenses per terms.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The Governor requested that the Department contract with a Vendor to perform a formal review and evaluation of the current Administrative Regulation 405 entitled "Use of Force Standards" from a legal and practical application. The review and assessment will cover all "Use of Force" incidents that have occurred within the last three (3) years within the Department that involved the discharge of a firearm. The Governor has requested that this study be completed and submitted to him by August 17, 2015. The study will then be submitted to the State Board of Prison Commissioners at their quarterly meeting in Carson City, Nevada on September 19, 2015.

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

The Department does not employ staff with the specific credentials required to perform a comprehensive, objective review and assessment. No other State agency offers 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):

National Institute of Corrections - Academy Division  
Association of State Correctional Administrators  
CGL Companies

b. Solicitation Waiver: **Not Applicable**

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

In was determined, by the Department, based on evaluation of proposals submitted that Association of State Correctional Administrators was the best qualified vendor for this service.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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:

FY 14 Nevada Department of Corrections. Service has been verified as satisfactory.

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

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

Not Applicable

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

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

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	06/16/2015 11:39:35 AM
Division Approval	dmartine	06/16/2015 12:48:25 PM
Department Approval	drosenbe	06/16/2015 13:31:31 PM
Contract Manager Approval	jhardy	06/26/2015 16:20:33 PM
Budget Analyst Approval	cmurph3	06/30/2015 11:28:26 AM

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **12520** Amendment Number: **1**

Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **MultiPlan, Inc**

Agency Code: **440** Contractor Name: **MultiPlan, Inc**

Appropriation Unit: **3706-50** Address: **535 East Diehl Road**

Is budget authority available?: **Yes** City/State/Zip: **Naperville, IL 60563**

If "No" please explain: **Not Applicable** Contact/Phone: **Mark Tabak, President 630.649.5137**

Vendor No.:

NV Business ID: **NV20111242113**

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.

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **10/01/2011**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **06/30/2015**Contract term: **3 years and 273 days**4. Type of contract: **Contract**Contract description: **PPO Services - South**

5. Purpose of contract:

**This is the first amendment to the original contract, which continues ongoing access to discounted health care services through a Preferred Provider Organization network and provide the department with attendant pricing benefits and customer service. These health care services will be for inmates located in Southern Nevada correctional facilities. This amendment increases the maximum amount from \$710,000.00 to \$745,000.00 due to additional funds needed to true-up final medical claims for services rendered through June 30, 2015.**

**6. CONTRACT AMENDMENT**

1.	The maximum amount of the original contract:	<b>\$710,000.00</b>
2.	Total amount of any previous contract amendments:	<b>\$0.00</b>
3.	Amount of current contract amendment:	<b>\$35,000.00</b>
4.	New maximum contract amount:	<b>\$745,000.00</b>

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Nevada Department of Corrections (NDOC) oversees the delivery of legally required medical care to incarcerated inmates.**

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

**To the extent possible, the required medical care is delivered within the correctional system by NDOC Medical staff. Non-correctional medical care providers and facilities provide in-patient hospitalization and specialty treatment that cannot be provided by NDOC medical staff. No other State agency offers these services.**

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

Nevada Preferred Healthcare Providers  
Hometown Health Providers  
MultiPlan, Inc.

b. Solicitation Waiver: **Not Applicable**

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

The evaluation committee scored them highest based on predetermined criteria and weights. They were awarded the portion of the contract that covers Southern Nevada.

d. Last bid date: 03/15/2011 Anticipated re-bid date: 03/15/2015

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:

FY12 to current with Nevada Department of Corrections. Service has been verified as satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	06/16/2015 15:58:59 PM
Division Approval	dmartine	06/17/2015 07:33:16 AM
Department Approval	drosenbe	06/17/2015 13:23:50 PM
Contract Manager Approval	jhardy	06/19/2015 09:16:08 AM
Budget Analyst Approval	cmurph3	06/19/2015 12:30:33 PM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **15360** Amendment Number: **1**

Agency Name: **DEPARTMENT OF AGRICULTURE** Legal Entity Name: **EWELL EDUCATIONAL SERVICES, INC.**

Agency Code: **550** Contractor Name: **EWELL EDUCATIONAL SERVICES, INC.**

Appropriation Unit: **4546-04** Address: **PO BOX 15924**

Is budget authority available?: **Yes** City/State/Zip: **COLLEGE STATION, TX 77841-5125**

If "No" please explain: **Not Applicable** Contact/Phone: **Russell Ewell 979/446-0865**

To what State Fiscal Year(s) will the contract be charged? **2015-2019** Vendor No.: **T27033933A**

NV Business ID: **NV20141454399**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>100.00 %</b>	<b>Brand Re-Recording Fees</b>
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:  
 a. Effective upon final approval? **No** or b. other effective date **08/12/2014**  
 Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2019**  
 Contract term: **4 years and 323 days**

4. Type of contract: **Contract**  
 Contract description: **Brand Automation**

5. Purpose of contract:  
**This is the first amendment to the original contract, which automates the Brand Inspection Program. This amendment adds automation to the brand re-recording process, increases the maximum amount from \$80,000 to \$102,013.38, and extends the termination date from June 30, 2018 to June 30, 2019.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$80,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$22,013.38
4. New maximum contract amount:	\$102,013.38

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**The project will streamline and modernize the entire process using a relational database with program and fiscal reporting and data mining capabilities. The system will increase efficiency, reduce errors, and will improve the ability to trace the history and health of animals, brand certificates can be printed on-site and immediate non-cash payment can be received and verified.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**The employees of the Dept. of Agriculture do not have the programing skill to create this database, nor maintain it in a cost-efficient manner.**

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

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost, web-based and expandable into other budget accounts. Others systems could not meet program requirements without major modification and could not be expanded into other areas.

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?

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	mwhitney	06/19/2015 09:17:57 AM
Division Approval	mwhitney	06/19/2015 09:18:00 AM
Department Approval	mwhitney	06/19/2015 09:18:07 AM
Contract Manager Approval	mwhitney	06/19/2015 09:18:12 AM
DoIT Approval	bbohm	06/23/2015 09:15:11 AM
Budget Analyst Approval	sbarkdul	07/13/2015 15:57:15 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: **16506**

Agency Name: **DPS-DIRECTOR'S OFFICE**

Agency Code: **650**

Appropriation Unit: **4706-18**

Is budget authority available? **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Gambit Polygraph Services, LLC**

Contractor Name: **Gambit Polygraph Services, LLC**

Address: **628 Highland Street**

City/State/Zip: **Carson City, NV 89703**

Contact/Phone: **Steve von Rumpf 775-720-9304**

Vendor No.:

NV Business ID: **NV20151148003**

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

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

<input checked="" type="checkbox"/>	General Funds	<b>2.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>98.00 % Cost allocation</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/08/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **05/31/2016**

Contract term: **328 days**

4. Type of contract: **Contract**

Contract description: **Polygraph services**

5. Purpose of contract:

**This is a new contract to provide pre-employment and post-conviction sex offender polygraph examination services for the department. [Approval contingent upon BOE approval of the Authorization to Contract with Former Employee.]**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: \$300 per completed exam in Reno/Carson City and \$450 per completed exam in Las Vegas

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NAC 289.110 requires the use of a lie detector test as part of the required background investigation for appointment of Category I sworn officers. NRS 176A.410 and 213.1245 requires those convicted of a sexual offense and on probation or parole to submit to polygraph examinations as requested by the assigned officer.

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

There is currently an emergent need to reduce the backlog in polygraph examinations for DPS Officer applicants. This contract augments the services provided by the DPS-employed polygraph examiner.

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):

Gambit Polygraph Services, LLC  
Martin-Ross  
Rayken, LLC  
Carl McCormack

b. Solicitation Waiver: **Not Applicable**

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

This vendor offered the most reasonable price per exam.

d. Last bid date: 10/08/2014 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?

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 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:

Mavis Affo, Personnel Officer III Ph: 775-684-4703

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cpalme2	05/11/2015 12:07:55 PM
Division Approval	cpalme2	05/11/2015 12:08:03 PM
Department Approval	cpalme2	05/11/2015 12:09:27 PM
Contract Manager Approval	jbauer	05/11/2015 15:48:59 PM
Budget Analyst Approval	myoun3	07/08/2015 09:45:28 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: **16711**

Agency Name: **DPS-HIGHWAY PATROL**  
 Agency Code: **651**  
 Appropriation Unit: **4713-13**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **RSVP TRANSPORT INC**  
 Contractor Name: **RSVP TRANSPORT INC**  
 Address: **75 BANK ST STE 1**  
 City/State/Zip: **SPARKS, NV 89431-6200**  
 Contact/Phone: **Neal McCoy 775/722-8744**  
 Vendor No.: **T27030028**  
 NV Business ID: **NV20091557675**

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 %
<b>X</b> Highway Funds	<b>100.00 %</b>	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/18/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **2 years and 13 days**

4. Type of contract: **Contract**

Contract description: **Transport NHP Cars**

5. Purpose of contract:

**This is a new contract that continues ongoing transport services for Nevada Highway Patrol vehicles to and from regional commands.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,200.00**

Payment for services will be made at the rate of \$350.00 per operating vehicle

Other basis for payment: \$400.00 per non-operational-but rollable vehicle.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Nevada Highway Patrol vehicles must be relocated to various parts of the state from time to time.**

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

**State employees do not have the specialized car carrier/transport equipment to accomplish the moving of vehicles from one location to another.**

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):

**CA-Neva Transport  
 RSVP Transport, Inc.  
 D&S Transport**

b. Solicitation Waiver: **Not Applicable**

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

RSVP was the sole respondent 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:

This vendor was previously under contract with the division and services were satisfactory.

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

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

Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

Denny Gortari, ASO II Ph: 775-684-4825

Becki Martin, Management Analyst Ph: 775-684-4909

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmacall	05/11/2015 10:16:08 AM
Division Approval	shoh1	05/19/2015 08:42:09 AM
Department Approval	jbauer	06/11/2015 08:32:30 AM
Contract Manager Approval	jbauer	06/11/2015 08:32:32 AM
Budget Analyst Approval	jrodrig9	06/18/2015 17:50:23 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: **16282** Amendment Number: **1**

Agency Name: **DEPARTMENT OF WILDLIFE** Legal Entity Name: **The Regents of the University of California**

Agency Code: **702** Contractor Name: **The Regents of the University of California**

Appropriation Unit: **4464-12** Address: **One Shields Drive Avenue**

Is budget authority available?: **Yes** City/State/Zip: **Davis , CA 95616**

If "No" please explain: **Not Applicable** Contact/Phone: **530-754-9088**

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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 15-22

2. Contract start date:  
a. Effective upon final approval? **No** or b. other effective date **12/24/2014**

Retroactive? **No**  
If "Yes", please explain

**Not Applicable**

3. Previously Approved **06/30/2017**  
Termination Date:  
Contract term: **2 years and 188 days**

4. Type of contract: **Interlocal Agreement**  
Contract description: **VGL Red Fox**

5. Purpose of contract:  
**This is the first amendment to the original contract to provide DNA analysis for Red Fox populations to determine genetic origins. The determinations of native and descendent Red Fox will help effectively manage Red Fox populations in the future. This amendment extends the termination date from 6/30/2015 to 6/30/2017 and increases the maximum amount from \$9,750 to \$29,250, due to an extension in the project needs and funding.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,750.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$19,500.00
4. New maximum contract amount:	\$29,250.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
**It is necessary to examine wildlife populations in order to properly manage wildlife.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**State agencies do not have the technical capabilities or expertise 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?

N/A

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

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kdailey	06/17/2015 16:18:38 PM
Division Approval	kdailey	06/17/2015 16:18:41 PM
Department Approval	kdailey	06/17/2015 16:18:43 PM
Contract Manager Approval	kdailey	06/17/2015 16:18:45 PM
Budget Analyst Approval	sbarkdul	07/22/2015 07:45:16 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: **16882**

Agency Name: **DCNR - PARKS DIVISION**

Agency Code: **704**

Appropriation Unit: **4162-00**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **BULLHEAD CITY, CITY OF**

Contractor Name: **BULLHEAD CITY, CITY OF**  
Address: **2355 TRANE RD**

City/State/Zip: **BULLHEAD CITY, AZ 86442**

Contact/Phone: **Ed Catalfamo 928-763-9400 928/763-0142**

Vendor No.: **T29028044**

NV Business ID: **NA**

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 %</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/24/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/08/2015**

Contract term: **45 days**

4. Type of contract: **Revenue Contract**

Contract description: **River Regatta**

5. Purpose of contract:

**This is a new revenue contract with Bullhead City, AZ Parks and Recreation Department to provide reimbursement to Big Bend of the Colorado State Recreational Area for event overtime.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,750.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**30,000 participants floating down the Colorado River, entering BCSRA.**

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

**NA**

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

Bullhead City AZ is the contractor reimbursing us for overtime.

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:

Jonathan Brunjes, Park Supervisor Ph: 702-298-1859

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	06/23/2015 12:11:01 PM
Division Approval	sdecrona	06/23/2015 12:11:04 PM
Department Approval	sdecrona	06/23/2015 12:11:06 PM
Contract Manager Approval	sdecrona	06/23/2015 15:32:17 PM
Budget Analyst Approval	jrodrig	06/24/2015 19:14:01 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: **16889**

Agency Name: **DCNR - STATE LANDS**

Agency Code: **707**

Appropriation Unit: **4173-26**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **WEBSOFT DEVELOPERS, INC.**

Contractor Name: **WEBSOFT DEVELOPERS, INC.**

Address: **2020 RESEARCH PARK DR STE 140**

City/State/Zip: **DAVIS, CA 95618-6150**

Contact/Phone: **MANJOJ DESAI 530-759-8754**

Vendor No.: **PUR0004383**

NV Business ID: **NV20121454363**

To what State Fiscal Year(s) will the contract be charged? **2016-2017**

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

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

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Websoft-Maintenance**

5. Purpose of contract:

**This is a new contract for the Division of State Lands' Land Management System (LMS). Under this contract, Websoft Developers will provide ongoing system maintenance and support for the Nevada Division of State Lands (NDSL) custom Land Management System application. WebSoft Developers will provide technical support up to the limit of the support hours in response to specific inquiries as well as software maintenance by way of patches, updates, and upgrades as applicable. This service contract also allows NDSL to request changes and improvements to the original system up to the limit of the support hours.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$39,600.00**

Payment for services will be made at the rate of \$19,800.00 per year

Other basis for payment: **Installment will be payable within 30 days of receipt of annual invoice.**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Land Management System (LMS) was designed and developed by WebSoft Developers during the 2009-2010 fiscal years. Due to the critical nature of the database, ongoing support from the developers is essential. LMS is not only a digital archive for land records, it is the primary system used to issue permits and tracking revenue billings.**

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

**Technical support for LMS requires the services of an expert application developer. The skills required for ongoing maintenance include .NET application development and advanced knowledge of SQL Server protocols and relational database design. NDSL does not have staff with the skillset in-house to perform the tasks in this contract.**

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

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

WebSoft is the developer and sole expert in the Land Management System. It is more cost effective too use the original vendor for continue support.

d. Last bid date: 06/05/2015 Anticipated re-bid date: 06/01/2017

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:

NDSL contracted with WebSoft for original development of LMS in FY08/09. For the last 6 years, NDSL has continued a maintenance contract with WebSoft for LMS support and bug fixes. In 2014, DCNR contracted with WebSoft to implement Geocortex software within the department and to create web maps for 5 agencies. The web map interface that WebSoft created for NDSL has been very useful for staff and works as expected. Websoft has a online bug tracking system to report errors for resolution.

13. Is the contractor currently involved in litigation with the State 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:

Stephanie Snider, Busines Process Analyst III Ph: 775-684-2727

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bre00	06/24/2015 12:47:26 PM
Division Approval	bre00	06/24/2015 12:47:28 PM
Department Approval	abrook1	06/24/2015 13:11:21 PM
Contract Manager Approval	bre00	06/24/2015 14:32:54 PM
DoIT Approval	csweeney	06/26/2015 10:19:51 AM
Budget Analyst Approval	jrodrig9	07/30/2015 12:05:48 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: **16870**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>SOTO, FRANCISCO J</b>
Agency Code: <b>749</b>	Contractor Name: <b>SOTO, FRANCISCO J</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>1778 QUIVER POINT AVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>HENDERSON, NV 89012-3482</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/335-5409</b>
	Vendor No.: <b>T32000422</b>
	NV Business ID: <b>NV20111359866</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

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

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

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

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Mr. Soto has been contracted with the Athletic Commission for inspector services in prior years. Quality of service is satisfactory.

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

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

Not Applicable

14. The contractor is 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	bbel1	06/18/2015 12:49:30 PM
Division Approval	bbel1	06/18/2015 12:49:33 PM
Department Approval	vmilazz1	06/22/2015 15:43:51 PM
Contract Manager Approval	bbel1	06/23/2015 08:07:55 AM
Budget Analyst Approval	sjohnso9	06/25/2015 08:58:17 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: **16872**

Agency Name: **B&I - ATHLETIC COMMISSION**  
Agency Code: **749**  
Appropriation Unit: **3952-04**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **BASURTO, CHRISTOPHER**  
Contractor Name: **BASURTO, CHRISTOPHER**  
Address: **729 WHISPERING PALMS DR**  
City/State/Zip: **LAS VEGAS, NV 89123-2311**  
Contact/Phone: **702-358-2652**  
Vendor No.: **T27035467**  
NV Business ID: **NV20121379801**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

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

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Mr. Basuro has been contracted with the Athletic Commission for inspector services in prior years. Quality of service is satisfactory.

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

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

Not Applicable

14. The contractor is 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	bbel1	06/19/2015 10:28:01 AM
Division Approval	bbel1	06/19/2015 10:28:03 AM
Department Approval	vmilazz1	06/22/2015 15:44:52 PM
Contract Manager Approval	bbel1	06/23/2015 08:07:14 AM
Budget Analyst Approval	sjohnso9	06/25/2015 09:01:22 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: **16874**

Agency Name: **B&I - ATHLETIC COMMISSION**  
 Agency Code: **749**  
 Appropriation Unit: **3952-04**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **MONTOYA, ANDRES**  
 Contractor Name: **MONTOYA, ANDRES**  
 Address: **8328 FRITZEN AVE**  
 City/State/Zip: **LAS VEGAS, NV 89131**  
 Contact/Phone: **702/682-5889**  
 Vendor No.: **T27019015**  
 NV Business ID: **NV20141465329**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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 %	<b>X</b>	Fees	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATER PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

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

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

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

**The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.**

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Mr. Montoya has been contracted with the Athletic Commission for inspector services in prior years. Quality of service is satisfactory.

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

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

Not Applicable

14. The contractor is 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	bbel1	06/19/2015 11:08:08 AM
Division Approval	bbel1	06/19/2015 11:10:01 AM
Department Approval	vmilazz1	06/22/2015 15:48:41 PM
Contract Manager Approval	bbel1	06/23/2015 08:06:35 AM
Budget Analyst Approval	sjohnso9	06/25/2015 08:49:37 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: **16875**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>DEANGELIS, STEVEN M</b>
Agency Code: <b>749</b>	Contractor Name: <b>DEANGELIS, STEVEN M</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>328 PERRY ELLIS DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>HENDERSON, NV 89014</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/265-7884</b>
	Vendor No.: <b>T29021136</b>
	NV Business ID: <b>NV20111378185</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2019</b>

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

General Funds	0.00 %	<input checked="" type="checkbox"/>	Fees	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

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

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Mr. DeAngelis has been contracted with the Athletic Commission for inspector services in prior years. Quality of service is satisfactory.

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

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

Not Applicable

14. The contractor is 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	bbel1	06/19/2015 12:05:39 PM
Division Approval	bbel1	06/19/2015 12:05:42 PM
Department Approval	vmilazz1	06/22/2015 15:51:58 PM
Contract Manager Approval	bbel1	06/23/2015 08:05:52 AM
Budget Analyst Approval	sjohnso9	06/25/2015 08:57:21 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: **16876**

Agency Name: **B&I - ATHLETIC COMMISSION**  
 Agency Code: **749**  
 Appropriation Unit: **3952-04**  
 Is budget authority available?: **Yes**  
 If "No" please explain: **Not Applicable**

Legal Entity Name: **MONTOYA, GILBERT J**  
 Contractor Name: **MONTOYA, GILBERT J**  
 Address: **5200 WHITE COYOTE PL**  
 City/State/Zip: **LAS VEGAS, NV 89130-1617**  
 Contact/Phone: **702/818-0874**  
 Vendor No.: **T27033539**  
 NV Business ID: **NV20101495462**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %	<input type="checkbox"/>	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **06/30/2019**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

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

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

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

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Mr. Montoya has been contracted with the Athletic Commission for inspector services in prior years. Quality of service is satisfactory.

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

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

Not Applicable

14. The contractor is 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	bbel1	06/22/2015 09:54:24 AM
Division Approval	bbel1	06/22/2015 09:54:27 AM
Department Approval	vmilazz1	06/22/2015 15:59:44 PM
Contract Manager Approval	bbel1	06/22/2015 16:26:06 PM
Budget Analyst Approval	sjohnso9	06/25/2015 09:14:16 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: **16878**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>BARRON, MARCELA</b>
Agency Code: <b>749</b>	Contractor Name: <b>BARRON, MARCELA</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>113 COPPER PINE AVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>NORTH LAS VEGAS, NV 89031</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-336-2076</b>
	Vendor No.: <b>T27035944</b>
	NV Business ID: <b>NV20141666118</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %	<input type="checkbox"/>	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

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

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

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

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Ms. Barron has been contracted with the Athletic Commission for inspector services for nearly one year. Quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	bbel1	06/22/2015 10:55:39 AM
Division Approval	bbel1	06/22/2015 10:55:41 AM
Department Approval	vmilazz1	06/22/2015 16:07:21 PM
Contract Manager Approval	bbel1	06/22/2015 16:25:10 PM
Budget Analyst Approval	sjohnso9	06/25/2015 09:04:13 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16879**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>TRIPLETT, MALLORY F</b>
Agency Code: <b>749</b>	Contractor Name: <b>TRIPLETT, MALLORY F</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>4514 CHECKER WAY</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>NORTH LAS VEGAS, NV 89031-6230</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/321-6506</b>
	Vendor No.: <b>T29035834</b>
	NV Business ID: <b>NV20141667315</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Ms. Barron has been contracted with the Athletic Commission for inspector services for nearly one year. Quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	bbel1	06/22/2015 11:03:05 AM
Division Approval	bbel1	06/22/2015 11:03:08 AM
Department Approval	vmilazz1	06/22/2015 16:12:19 PM
Contract Manager Approval	bbel1	06/22/2015 16:24:04 PM
Budget Analyst Approval	sjohnso9	06/25/2015 09:07:59 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: **16880**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>NADY, JOSEPH W</b>
Agency Code: <b>749</b>	Contractor Name: <b>NADY, JOSEPH W</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>1168 AGUA CALIENTE CT</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>MINDEN, NV 89423</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>775/220-5559</b>
	Vendor No.: <b>T29006173</b>
	NV Business ID: <b>NV20141685601</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Mr. Nady has been contracted with the Athletic Commission for inspector services in prior years. Quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	bbel1	06/22/2015 12:47:51 PM
Division Approval	bbel1	06/22/2015 12:47:54 PM
Department Approval	vmilazz1	06/22/2015 15:55:01 PM
Contract Manager Approval	bbel1	06/23/2015 08:05:09 AM
Budget Analyst Approval	sjohnso9	06/25/2015 08:52:12 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: **16883**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>LIGHTFORD, RENE'E</b>
Agency Code: <b>749</b>	Contractor Name: <b>LIGHTFORD, RENE'E</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>2067 HIDDEN HOLLOW LANE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>HENDERSON, NV 89012</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-460-7678</b>
	Vendor No.: <b>T32003163</b>
	NV Business ID: <b>NV20141667362</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2016-2019</b>

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	<input checked="" type="checkbox"/>	Fees	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**NRS467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends and holidays. The Commission has limited staff and other agencies would incur overtime in effort to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Ms. Lightford has been contracted with the Athletic Commission for inspector services for nearly one year. Quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	bbel1	06/23/2015 11:39:57 AM
Division Approval	bbel1	06/23/2015 11:39:59 AM
Department Approval	vmilazz1	06/24/2015 09:27:34 AM
Contract Manager Approval	bbel1	06/24/2015 09:28:29 AM
Budget Analyst Approval	sjohnso9	06/24/2015 16:00:54 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: **16915**

Agency Name: <b>B&amp;I - ATHLETIC COMMISSION</b>	Legal Entity Name: <b>ESPOSITO, STEPHEN J</b>
Agency Code: <b>749</b>	Contractor Name: <b>ESPOSITO, STEPHEN J</b>
Appropriation Unit: <b>3952-04</b>	Address: <b>304 CAROLE LITTLE COURT</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>HENDERSON, NV 89014</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702-321-9250</b>
	Vendor No.: <b>T81201443</b>
	NV Business ID: <b>NV20141674996</b>

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

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	<b>90.00 % ATHLETIC COMM GATE FEES</b>
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/>	Other funding	<b>10.00 % TICKET SURCHARGE (AMATEUR PROGRAM)</b>

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/13/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **3 years and 353 days**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

**This is a new contract that continues ongoing services to provide unarmed combat inspector services for weigh-ins and events.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50 per weigh-in and \$150 per event; \$1,000 yearly for travel; not to exceed \$20,000 over contract term.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 467.050 allows the Commission to utilize and employ inspectors as independent contractors.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Weigh-ins and events occur on evenings, weekends, and holidays. The Commission has a limited staff and would incur overtime in trying to fulfill these obligations.**

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor has knowledge of the rules and regulations of unarmed combat and has been previously contracted with the Athletic Commission. Performance is satisfactory.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Mr. Esposito has been contracted with the Athletic Commission for inspector services in prior years. Quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	bbel1	07/08/2015 09:17:56 AM
Division Approval	bbel1	07/08/2015 09:18:01 AM
Department Approval	vmilazz1	07/08/2015 10:25:53 AM
Contract Manager Approval	bbel1	07/08/2015 10:27:31 AM
Budget Analyst Approval	sjohnso9	07/13/2015 07:41:52 AM

### CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>14202</b>	Amendment Number: <b>1</b>
Agency Name: <b>REHABILITATION DIVISION</b>	Legal Entity Name: <b>INTIAM INC DBA</b>
Agency Code: <b>901</b>	Contractor Name: <b>INTIAM INC DBA</b>
Appropriation Unit: <b>3253-10</b>	Address: <b>HI TECH COMMERCIAL SERVICE</b>
Is budget authority available?: <b>Yes</b>	<b>1840 STELLA LAKE STREET</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>LAS VEGAS, NV 89106</b>
	Contact/Phone: <b>702/649-4616</b>
	Vendor No.: <b>PUR0003206</b>
	NV Business ID: <b>NV19911018138</b>

To what State Fiscal Year(s) will the contract be charged? **2014-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X Other funding</b>	<b>100.00 % Business Enterprises Set-Aside</b>

2. Contract start date:  
 a. Effective upon final approval? **No** or b. other effective date **07/01/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2017**

Contract term: **4 years**

4. Type of contract: **Contract**  
 Contract description: **Appliance Services**

5. Purpose of contract:  
**This is the first amendment to the original contract, which provides repair and maintenance of commercial kitchen appliances such as hot dog rollers, deep fryers, blenders, coffee makers, dishwashers, commercial toasters, can openers, ovens, fryers, steam wells, espresso machines and convection ovens at any Business Enterprises of Nevada (BEN) location's. This amendment extends the termination date from June 30, 2015 to June 30, 2017 and increases the maximum amount from \$9,500.00 to \$24,500.00 due to the continued need for these services.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$15,000.00
4. New maximum contract amount:	\$24,500.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**The Business Enterprises of Nevada program sites have on-going needs for kitchen equipment maintenance and repair in order to maintain the sites without interruption of services to the public and building staff.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
**State employees do not possess the time, expertise or licensing required to service kitchen equipment.**

9. Were quotes or proposals solicited? **Yes**  
 Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Burney's Commercial Service  
Hi-Tech Commercial Appliance (aka Intiam)  
Mountain Vista Appliance

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

3 vendors solicited and Hi-Tech Commercial (Intiam) was the only responsive submittal.

d. Last bid date: 02/12/2013 Anticipated re-bid date: 06/30/2015

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor is currently under contract with the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada for commercial appliance repair/maintenance services in Northern Nevada since 2005 and performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
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	khawkin1	06/11/2015 14:48:59 PM
Division Approval	mmason	06/12/2015 09:46:36 AM
Department Approval	mcost1	06/17/2015 08:39:14 AM
Contract Manager Approval	kwynands	06/17/2015 09:15:43 AM
Budget Analyst Approval	tgreenam	06/23/2015 11:47:44 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **15702**

Amendment Number: **1**

Agency Name: **DETR - REHABILITATION DIVISION**

Agency Code: **901**

Appropriation Unit: **3265-04**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **DP Video Productions LLC**

Contractor Name: **DP Video Productions LLC**

Address: **2022 Waverly Circle**

City/State/Zip: **Henderson, NV 89014**

Contact/Phone: **Emire Stitt 702.468.9901**

Vendor No.: **T29019963**

NV Business ID: **NV20041136819**

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	<b>21.30 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	<b>78.70 %</b>	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **#1908-15-REHAB**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/09/2014**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **1 year and 357 days**

4. Type of contract: **Contract**

Contract description: **Public Relations/Adv**

5. Purpose of contract:

**This is the first amendment to the original contract, which provides a public relations campaign that promotes the workforce resources available to existing, new and potential businesses and to educate businesses of all sizes, about the benefits of hiring individuals with disabilities. This amendment extends the termination date from June 30, 2015 to June 30, 2016 and increases the maximum amounts from \$289,936 to \$335,936 due to a continued need for this service.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$289,936.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$46,000.00
4. New maximum contract amount:	\$335,936.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**To increase awareness with the Vocational Rehabilitation program's 2 main customer groups, businesses and Nevadan's with disabilities, a comprehensive public relations and advertising campaign is needed to promote the workforce resources available to businesses (existing, new and potential) and to educate businesses about the benefits of hiring individuals with disabilities.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees do not possess the expertise and resources to develop and carry out a comprehensive public relations and advertising campaign.**

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):

MassMedia  
 DP Video Productions  
 Amplify Relations  
 B&P Advertising

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP #2073, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 03/12/2014 Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

- b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

- c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has provided satisfactory services for the following agencies: Department of Health and Human Services (February-June 2011, March-May 2011, March-April 2011 and August 2011 - February 2012), Department of Employment, Training and Rehabilitation (November 2012-February 2013) and Department of Tourism and Cultural Affairs (November 2009-Present).

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:  
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	06/15/2015 14:18:46 PM
Division Approval	mmason	06/15/2015 15:21:56 PM
Department Approval	mcost1	06/17/2015 08:22:22 AM
Contract Manager Approval	kwynands	06/17/2015 09:44:07 AM
Budget Analyst Approval	tgreenam	06/23/2015 11:13:40 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: **16732**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>BOURQUE ENTERPRISES INC DBA</b>
Agency Code: <b>901</b>	Contractor Name: <b>BOURQUE ENTERPRISES INC DBA</b>
Appropriation Unit: <b>3253-10</b>	Address: <b>SERVICE ASSOCIATES</b>
Is budget authority available?: <b>Yes</b>	<b>5017 S 36TH ST</b>
If "No" please explain: <b>Not Applicable</b>	City/State/Zip: <b>PHOENIX, AZ 85040-2906</b>
	Contact/Phone: <b>602/243-1880</b>
	Vendor No.: <b>T29008896</b>
	NV Business ID: <b>nv20091079802</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Business Enterprise Set Aside</b>

Agency Reference #: **1979-19-BEN**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/30/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2018**

Contract term: **3 years and 185 days**

4. Type of contract: **Contract**

Contract description: **Service Assoc.**

5. Purpose of contract:

**This is a new contract to provide maintenance service for the Espresso Machines, Grinders and Granita (Juice) Machines at Business Enterprise of Nevada locations in Northern & Southern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: \$70/hour for the standard work hours from 8:00 a.m.-5:00 p.m., Monday-Friday; \$105/hour for overtime to include emergency repairs, weekends, holidays or non-standard work hours. Costs for parking at the Hoover Dam will be reimbursed upon approval of submitted parking receipts only. A trip charge will be reimbursed at the State rate not to exceed \$25 miles outside the stated warehouse locations. Payments to be made upon approved invoice and the Contract total is not to exceed \$10,000 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The majority of Nevada's BEN sites depend upon Espresso sales for site viability. Maintenance of the Italian-made Espresso machines, which are worth over \$6,000 each, are critical to maintain the financial viability of the site and ensure operator 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 skills or tools to properly maintain the Italian-made Espresso machines.**

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):

Commercial Appliance Service  
Bourque Enterprises  
Silver State Appliance

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Only vendor to respond

d. Last bid date: 04/01/2018 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)?

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:

Walter Cuneo, Management Analyst Ph: 775-687-6864

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	05/27/2015 12:47:39 PM
Division Approval	shendren	06/11/2015 12:05:38 PM
Department Approval	mcost1	06/24/2015 15:19:13 PM
Contract Manager Approval	kwynands	06/26/2015 15:03:10 PM
Budget Analyst Approval	tgreenam	06/30/2015 11:35:02 AM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **16784**

Agency Name: <b>DETR - REHABILITATION DIVISION</b>	Legal Entity Name: <b>BULLS EYE TECHNICAL SERVICE</b>
Agency Code: <b>901</b>	Contractor Name: <b>BULLS EYE TECHNICAL SERVICE</b>
Appropriation Unit: <b>3253-10</b>	Address: <b>3863 S VALLEY VIEW BLVD STE 9</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89103</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>702/658-4454</b>
	Vendor No.: <b>T29024622</b>
	NV Business ID: <b>nv20031239700</b>

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 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % Business Enterprise Set-Aside Fund</b>

Agency Reference #: **1985-19-BEN**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **06/23/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2018**

Contract term: **3 years and 192 days**

4. Type of contract: **Contract**

Contract description: **BEN LV Appliance Rpr**

5. Purpose of contract:

**This is a new contract that continues ongoing repair and maintenance of commercial kitchen appliances at any Southern Nevada Business Enterprise of Nevada (BEN) location.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,500.00**

Other basis for payment: Contractor will provide the services specified in paragraph five at a cost of, on a time and material basis, \$80/hour for the standard work hours from 8:00 a.m. - 4:30 p.m., Monday-Friday; \$120.00/hour for overtime to include emergency repairs, weekends, holidays or non-standard work hours. Costs for parking at the Hoover Dam will be reimbursed upon approval of submitted parking receipts only. A trip charge will be reimbursed at the State rate not to exceed \$30/round trip to the Hoover Dam sites. Contract total is not to exceed \$24,500 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**BEN facilities require ongoing commercial kitchen equipment repair and maintenance in order to prevent interruption of services and to adhere to the agreement made with the Public Agency site providers.**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**State employees are not skilled, licensed or qualified to maintain the equipment.**

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Bulls Eye Technical Services  
My Tech 24 Technical Services  
Hi Tech Commercial Services

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only qualified vendor who responded within the solicitation time frame.

d. Last bid date: 04/21/2015 Anticipated re-bid date: 09/01/2018

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:

The vendor has been under contract with the BEN program since 2010 and has been providing satisfactory service during that entire time.

13. Is the contractor currently involved in litigation with the State 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:

Walter Cuneo, Management Analyst Ph: 775-687-6864

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	05/27/2015 12:48:17 PM
Division Approval	shendren	06/11/2015 12:06:42 PM
Department Approval	mcost1	06/18/2015 14:07:00 PM
Contract Manager Approval	kwynands	06/18/2015 14:07:45 PM
Budget Analyst Approval	tgreenam	06/23/2015 09:18:01 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: **16827**

Agency Name: **DETR - REHABILITATION DIVISION**  
Agency Code: **901**  
Appropriation Unit: **3265-40**  
Is budget authority available?: **Yes**  
If "No" please explain: **Not Applicable**

Legal Entity Name: **AGING & DISABILITY SERVICES**  
Contractor Name: **AGING & DISABILITY SERVICES**  
Address: **DIVISION**  
**3416 GONI RD BLDG D STE 132**  
City/State/Zip: **CARSON CITY, NV 89706**  
Contact/Phone: **775/687-4210**  
Vendor No.: **D40200001**  
NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2016-2019**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	<b>100.00 %</b>	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1991-19-REHAB**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2015**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2019**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **IL Agreement**

5. Purpose of contract:

**This is a new intrastate interlocal revenue agreement that continues an ongoing service arrangement between the two agencies for the administration of the federal Independent Living Grant. Aging and Disability Services Division oversees the actual delivery of Part B funded Independent Living services, while the Bureau of Vocational Rehabilitation serves as the designated state entity for Part B funded Independent Living program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: ADSD will transfer 21.3% of all costs for goods and services paid with state general fund to BVR, not to exceed \$10,000.00 for the term of the contract

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**Per NRS 232.945(2), the Rehabilitation Division shall serve as the designated state unit with respect to state programs for independent living established pursuant to 29 U.S.C. 796. However, per NRS 426.731(2)b2 the State Independent Living Council was created in DHHS. This contractual agreement is necessary to satisfy Federal requirements to receive Independent Living funding from ACL Independent Living State Grants (CFDA 93.369).**

8. Explain why State employees in your agency or other State agencies are not able to do this work:

**Intrastate Interlocal with another State Agency; all work will be done by state employees**

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?

Intrastate Interlocal

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Health and Human Services, Aging and Disability Services Division has been under contract with the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Vocational Rehabilitation since July 2007 and has been providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

Walter Cuneo, Management Analyst Ph: 775-687-6864

Jamie Pruneau, Managmenet Analyst Ph: 775-687 -0532

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	06/15/2015 09:25:32 AM
Division Approval	mmason	06/17/2015 16:52:02 PM
Department Approval	mcost1	06/24/2015 15:27:02 PM
Contract Manager Approval	kwynands	06/25/2015 15:51:22 PM
Budget Analyst Approval	tgreenam	06/29/2015 15:54:16 PM

**CONTRACT SUMMARY**

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **14368** Amendment Number: **1**  
 Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **OTIS ELEVATOR COMPANY**  
 Agency Code: **902** Contractor Name: **OTIS ELEVATOR COMPANY**  
 Appropriation Unit: **4771-07** Address: **NEVADA ELEVATOR CO**  
**725 TRADEMARK DR STE 102**  
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89521**  
 If "No" please explain: **Not Applicable** Contact/Phone: **John Mezzo 775/322-5411**  
 Vendor No.:  
 NV Business ID: **NV19441000038**

To what State Fiscal Year(s) will the contract be charged? **2014-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	<b>100.00 % ESD Special Fund</b>

Agency Reference #: **1832-15-DETR**

2. Contract start date:  
 a. Effective upon final approval? **No** or b. other effective date **08/01/2013**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **07/31/2017**

Contract term: **4 years**

4. Type of contract: **Contract**  
 Contract description: **Elevator maintenance**

5. Purpose of contract:  
**This is the first amendment to the original Contract, which provides ongoing elevator maintenance, repair and monitoring for the facility located at 500 E. Third Street, Carson City, Nevada. This amendment extends the termination date from July 31, 2015 to July 31, 2017 and increases the maximum amount from \$6,000 to \$12,000 due to the continued need for this service.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$6,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$6,000.00
4. New maximum contract amount:	\$12,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
The need for maintaining and monitoring the elevator at 500 East Third Street, Carson City, 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 equipment nor the expertise to perform this service.

9. Were quotes or proposals solicited? **Yes**  
 Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

ThyssenKrupp Elevator Americas  
Koch Elevator Company  
Otis Elevator Company

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Low bid.

d. Last bid date: 04/04/2013 Anticipated re-bid date: 04/04/2017

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:

Otis Elevator has been providing satisfactory work for the Department of Employment, Training, and Rehabilitation since 2009.

13. Is the contractor currently involved in litigation with the State 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	jbende2	06/02/2015 13:16:07 PM
Division Approval	rolso1	06/23/2015 09:39:50 AM
Department Approval	mcost1	06/24/2015 15:06:16 PM
Contract Manager Approval	btaylo7	06/26/2015 09:30:48 AM
Budget Analyst Approval	tgreenam	06/30/2015 11:49:39 AM





b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

The vendor has performed audit services for the Board of Occupational Therapy, Nevada State Board of Nursing, Nevada State Board of Accountancy and the Nevada State Board of Professional Engineers.

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	jkand1	06/09/2015 15:53:37 PM
Division Approval	jkand1	06/09/2015 15:53:42 PM
Department Approval	jkand1	06/09/2015 15:53:49 PM
Contract Manager Approval	jkand1	06/10/2015 09:38:11 AM
Budget Analyst Approval	knielsen	06/18/2015 17:09:56 PM