

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

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

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

DATE AND TIME: November 10, 2015 at 10:00 a.m.

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

AGENDA

1. **PUBLIC COMMENTS**
- *2. **FOR POSSIBLE ACTION – APPROVAL OF THE OCTOBER 13, 2015 BOARD OF EXAMINERS’ MEETING MINUTES**
- *3. **FOR POSSIBLE ACTION – APPROVAL/REVIEW OF AN EMERGENCY CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**
 - A. **Department of Health and Human Services – Health Care, Financing and Policy**

Pursuant to NRS 333.705 subsection 4, the Department of Health and Human Services, Division of Health Care Financing and Policy seeks a favorable recommendation regarding the division’s determination to use the emergency provision to contract with a former Administrative Services Officer from October 26, 2015 through February 19, 2016 to provide training on various budget and fiscal activities and consult with administration on division related issues, including the development of a new rate methodology for Newborn Intensive Care Unit patients.

B. Department of Education

Pursuant to NRS 333.705 subsection 4, the Department of Education seeks a favorable recommendation regarding the department’s determination to use the emergency provision to contract with a former Administrative Services Officer from June 17, 2015 through October 16, 2015 to provide training, knowledge transfer and technical assistance with the allocation and payment models for the Distributive School Account, Class Size Reduction, Full-day Kindergarten and other state programs.

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

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Division of Public and Behavioral Health requests retroactive authority to contract with a former employee from November 5, 2015 through January 31, 2016 to provide training, expertise in policies, security, and safety and forensic knowledge for the Rapid Stabilization Unit at the Rawson Neal Hospital and the Stein Hospital. This is an extension of the emergency contract that was approved at the August 11, 2015 meeting of the Board of Examiners.

B. Department of Administration - Purchasing

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division, requests retroactive authority to contract with former employees from June 1, 2013 through May 31, 2017 through a Master Services Agreement (MSA) to act as uniformed security guards to various State agencies. Purchasing currently has an MSA who has used and is proposing to continue to use former employees through the term of the contract.

C. Department of Education

Pursuant to NRS 333.705, subsection 1, the Department of Education requests authority to contract with a former Department of Education, Administrative Services Officer, through a temporary service, to provide technical assistance with the allocation and payment models for the Distributive School Account, Class Size Reduction, Full Day Kindergarten, and grants management, fiscal support and oversight for all state and federal grant programs managed by the Department, through December 31, 2016.

***5. FOR POSSIBLE ACTION – DELEGATED AUTHORITY TO THE CLERK OF THE BOARD**

BOE Requirement	NRS	Current Delegated Authority	Proposed Delegated Authority
Contracts, Cooperative Agreements, Interlocals	333.700	Authority to approve contracts for amounts less than \$50,000.00. Approval of contracts entered into by the State Gaming Control Board for purposes of investigating an applicant for or a holder of a gaming license.	<u>No Change</u>

BOE Requirement	NRS	Current Delegated Authority	Proposed Delegated Authority
Stale Claims Account	353.097(4)	Authority to approve all stale claims, as defined in subsection 1 of NRS 353.097, from the Stale Claims account.	<u>No Change</u>
Refunds for overpayment of taxes, license fees and other charges	353.110(2)	Authority to approve all refunds relating to an overpayment of a license fee, tax or other charge made to any state agency or officer.	<u>No Change</u>
Petty Cash Account	353.252(1)	Authority to authorize a state agency to establish a petty cash account of not more than \$500.00 out of the agency's budgeted resources.	<u>No Change</u>
Emergency Account	353.263(4)	Authority to determine whether an emergency exists as defined in subsection 1 of NRS 353.263, and approve expenditures from the Emergency Account.	<u>No Change</u>
Statutory Contingency Fund	353.264(3)	Authority to approve the payments of claims, as defined in subsection 2 of NRS 353.264.	<u>No Change</u>
Bad Debts	353C.220(1)	Authority to designate a debt of not more than \$50.00 as a bad debt.	<u>No Change</u>
Home Storage of State Vehicles	SAM 1306	Department head or designee may approve home storage or State Vehicles for their respective departments and report to the Clerk.	Approved by the Board of Examiners for each vehicle stored at home
DETR report of Provider Agreements	Per the March 2014 Board of Examiners	Annual report to the Board of Examiners.	Report to the Clerk on behalf of the Board

- *6. FOR POSSIBLE ACTION – LEASES ([Attached as Exhibit 1](#))**
- *7. FOR POSSIBLE ACTION – CONTRACTS ([Attached as Exhibit 2](#))**
- *8. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS ([Attached as Exhibit 3](#))**
- 9. 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 September 15, 2015 through October 15, 2015.

10. INFORMATION ITEM

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 July 1, 2015 and ending September 30, 2015.

B. Department of Motor Vehicles – Safe Roads Alliance

Department of Motor Vehicles (DMV) contracted with Safe Roads Alliance to provide a Parent-Teen Supervised Driving Program at no cost to the state. Safe Roads Alliance will provide tools for the Parent – Teen Driving program guide and a mobile app that will track driving time and experience for teen applicants under the age of 18.

11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*12. FOR POSSIBLE ACTION – ADJOURNMENT

Notice of this meeting was posted in the following locations:

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

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

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

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

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

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV
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. 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.	Department of Education	Maryland Parkway Properties, LLC	\$687,320
	Lease Description: This is an extension of an existing lease to house the agency and expand the current space. Term of Lease: 12/01/2015 – 12/31/2017 Located in Las Vegas		
2.	Department of Employment, Training and Rehabilitation – Nevada Equal Rights Commission	JS Park Sahara, LLC	\$197,787
	Lease Description: This is an extension of an existing lease to house the agency and expand the current space. Term of Lease: 11/01/2015 – 10/31/2019 Located in Las Vegas		
3.	Department of Health and Human Services – Aging and Disability Services – Rural Regional Center	Lakey Brothers General Tire, Inc.	\$27,000
	Lease Description: This is a relocation lease to house the agency. Term of Lease: 12/01/2015 – 11/30/2018 Located in Fallon		
4.	Department of Motor Vehicles	Vista Buena Holdings, LLC	\$831,712
	Lease Description: This is a new location lease to house the agency. Term of Lease: 11/11/2015 – 06/30/2020 Located in Carson City		
5.	Public Charter School Authority	Maryland Parkway Properties, LLC	\$83,083
	Lease Description: This is a new location lease to house the agency. Term of Lease: 12/01/2015 – 12/31/2017 Located in Las Vegas		
6.	Department of Public Safety	Uccelli Properties	\$21,324
	Lease Description: This is an extension of an existing lease to house the agency. Term of Lease: 12/01/2015 – 11/30/2016 Located in Fallon		

CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	012	GOVERNOR'S OFFICE - NUCLEAR PROJECTS OFFICE	STROLIN CONSULTING, LLC	GENERAL 80% OTHER: WESTERN GOVERNORS' ASSOCIATION 20%	\$75,000	Sole Source
		Contract Description: This is a new contract to provide ongoing services related to the oversight of the Yucca Mountain repository program and the Nuclear Regulatory Commission licensing proceeding. Term of Contract: 01/01/2016 - 12/31/2016 Contract # 17152				
2.	012	GOVERNOR'S OFFICE - NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	URBAN ENVIRONMENTAL RESEARCH, LLC	HIGHWAY	\$400,000	
		Contract Description: This is the first amendment to the original contract to provide expert research, information and reports, impact monitoring, and related expert witness services in support of the Yucca Mountain Licensing proceeding and oversight of the federal Yucca Mountain repository program. This amendment extends the termination date from December 31, 2015 to December 31, 2017 and increases the maximum amount of the contract from \$500,000 to \$900,000 due to the continued need for these services. Term of Contract: 01/14/2014 - 12/31/2017 Contract # 15122				
3.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE ACCOUNT	BANCROFT, PLLC	OTHER: STATUTORY CONTINGENCY FUNDS	\$285,000	Professional Service
		Contract Description: This is a new contract to provide outside counsel services for cases that the Attorney General decided were impracticable and uneconomical to have the State of Nevada employees defend in a lawsuit pursuant to NRS 41.03435 Term of Contract: 10/05/2015 - 09/30/2017 Contract # 17119				
4.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	GARY ROBINSON AND ASSOCIATES, INC.	OTHER: REGULATORY ASSESSMENTS	\$175,000	Professional Service
		Contract Description: This is a new contract that continues ongoing professional services to the Bureau of Consumer Protection (BCP) in matters pertaining to utility analysis involving electric, gas and water utilities, and testifying for the BCP. Term of Contract: 11/10/2015 - 11/12/2019 Contract # 17140				
5.	040	SECRETARY OF STATE'S OFFICE - SECRETARY OF STATE	DELL MARKETING LP	GENERAL	\$87,526	Professional Service
		Contract Description: This is a new contract to provide data protection architecture, project management and Microsoft Hyper-V deployment and migration for new server equipment purchased from Dell. Term of Contract: Upon Approval - 06/30/2016 Contract # 17126				
6.	040	SECRETARY OF STATE'S OFFICE - SECRETARY OF STATE	REMOTE DBA EXPERTS, LLC	GENERAL	\$178,416	
		Contract Description: This is a new contract to provide technical support for the Nevada Business Portal's Oracle database and Weblogic servers. Term of Contract: Upon Approval - 06/30/2017 Contract # 17090				
7.	050	TREASURER'S OFFICE - STATE TREASURER	XEROX HR SOLUTIONS, LLC	OTHER: EDUCATION SAVINGS ACCOUNTS PROCEEDS	\$150,000	Sole Source
		Contract Description: This is a new contract to facilitate claims processing between parents and participating entities for the Education Savings Accounts required pursuant to S.B. 302 of the 78th Nevada Legislature. Term of Contract: 11/10/2015 - 06/30/2017 Contract # 17162				

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8.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	CONSUMER CREDIT COUNSELING SERVICE OF SOUTHERN NEVADA	OTHER: COLLEGE SAVINGS TRUST ENDOWMENT	\$72,500	
	Contract Description:	This is a new contract to increase financial literacy and saving for college in the State of Nevada by sponsoring four Financial Literacy Conferences for seniors and veterans in Reno and Las Vegas.				
		Term of Contract:	11/10/2015 - 11/09/2016	Contract # 17161		
9.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	INTERNATIONAL ASSOCIATION OF WORKING MOTHERS	OTHER: COLLEGE SAVINGS TRUST ENDOWMENT	\$95,000	
	Contract Description:	This is a new contract to increase financial literacy and saving for college in the State of Nevada by sponsoring three Women's Money Conferences in Reno, Las Vegas, and in a rural area (to be determined), as well as a Latina Conference in Las Vegas.				
		Term of Contract:	11/10/2015 - 11/09/2016	Contract # 17160		
10.	060	CONTROLLER'S OFFICE	CGI TECHNOLOGIES AND SOLUTIONS, INC. DBA CGI	OTHER: CONTROLLER'S DEBT RECOVERY ACCOUNT	\$683,790	Sole Source
	Contract Description:	This is the first amendment to the original contract, which provides the implementation of the Advantage Collection software module for collection of debts owed to the State of Nevada; changing the developed software application from Access to a browser-based Java Virtual Machine utilizing a MySQL database; clarify certain State responsibilities under the contract; change the delivery timeline of certain Deliverables; add additional project deliverables and State/Vendor planning sessions; modify the methods of acceptance and payment of various contract deliverables from a "unit-delivered" to a time-based model; and add certain pre-Go Live and post-Go Live requirements. This amendment increases the maximum amount from \$1,848,000 to \$2,531,790 due to the change orders to the software module.				
		Term of Contract:	09/10/2014 - 09/08/2018	Contract # 15985		
11.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - UNLV 13 CIP PROJ - NON-EXEC	MCCARTHY BUILDING COMPANIES	GENERAL 2% BONDS 63% OTHER: UNIVERSITY FUNDS 35%	\$70,104	Professional Service
	Contract Description:	This is the second amendment to the original contract, which provides owner construction manager at risk pre-construction services for the University of Nevada Las Vegas Hotel College Academic Building, 2013 CIP project; CIP Project No. 13-P05; SPWD Contract No. 95764. This amendment increases the maximum amount from \$193,315 to \$263,418.65 for additional engineering services to determine if a fire pump will be required for the project.				
		Term of Contract:	04/08/2014 - 04/08/2018	Contract # 15392		
12.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - NEVADA SYSTEM OF HIGHER EDUCATION CIP PROJECTS - NON-EXEC	NINYO & MOORE	GENERAL 1% BONDS 49% OTHER: UNIVERSITY SYSTEM RECEIPTS 50%	\$259,601	Professional Service
	Contract Description:	This is a new contract to provide special inspection and material testing services for the Hotel College Academic Building 2015 CIP project for the University of Nevada Las Vegas: CIP Project No. 15-C78; SPWD Contract No. 109721.				
		Term of Contract:	Upon Approval - 06/30/2019	Contract # 17149		

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13.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	JENSEN ENGINEERING, INC.	BONDS	\$115,000	Professional Service
		Contract Description: This is a new contract to provide professional architectural/engineering services for the electrical system upgrades at the Nevada Youth Training Center Elko, Nevada 2015 CIP project: CIP Project No. 15-M16; SPWD Contract No. 109745. Term of Contract: Upon Approval - 06/30/2019 Contract # 17151				
14.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - HEALTH AND HUMAN SERVICES CIP PROJECTS - NON-EXEC	PK ELECTRICAL, INC.	BONDS	\$68,000	Professional Service
		Contract Description: This is a new contract to provide an emergency power service upgrade at the Northern Nevada Adult Mental Health Service Campus 2015 CIP project: CIP Project No. 15-M17; SPWD Contract No. 109733. Term of Contract: Upon Approval - 06/30/2019 Contract # 17150				
15.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - MILITARY 2005 CIP - VET HOME-NON-EXEC	VAN WOERT BIGOTTI ARCHITECTS	GENERAL 27% BONDS 37% OTHER: TRANSFER FROM TREASURER 36%	\$438,750	Professional Service
		Contract Description: This is the third amendment to the original contract which provides advanced planning for the Northern Nevada Veterans Home 2013 CIP project: CIP Project No. 13-P07; SPWD Contract No. 86741. This amendment increases the maximum amount from \$2,023,456 to \$2,462,206 to meet the revised Veterans Community Living Center Design Standards and reflect the current needs of the Nevada Department of Veterans Services. Term of Contract: 11/12/2013 - 06/30/2017 Contract # 15022				
16.	082	DEPARTMENT OF ADMINISTRATION - PUBLIC WORKS - DEPARTMENT OF MOTOR VEHICLES CIP PROJECTS - NON-EXEC	GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.	BONDS	\$186,110	Professional Service
		Contract Description: This is a new contract to provide miscellaneous services for construction materials testing and observation services for the Department of Motor Vehicles' East Sahara Complex 2015 CIP project: CIP Project No. 15-C04, SPWD Contract No. 109709. Term of Contract: Upon Approval - 06/30/2019 Contract # 17146				
17.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - NETWORK TRANSPORT SERVICES	FEDERAL ENGINEERING, INC.	FEE: USER FEES	\$309,125	
		Contract Description: This is a new contract to provide technical services to draft the statewide microwave system replacement request for proposal pre-implementation phase. Term of Contract: Upon Approval - 06/30/2019 Contract # 17089				

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18.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	DIETITIANS ON DEMAND	OTHER: PRIVATE FUNDS 50% FEDERAL 50%	\$50,000	
	Contract Description:	This is the first amendment to the original contract, which provides ongoing registered dietitian services. This amendment increases the maximum amount from \$49,999 to \$99,999 due to the continued need for these services.				
		Term of Contract:	01/07/2015 - 12/31/2015	Contract # 16286		
19.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	COUNTY OF CARSON CITY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE.	\$1,951,608	Exempt
	Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17129		
20.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - MEDICAID	DOUGLAS COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$688,781	Exempt
	Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16415		
21.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - MEDICAID	ELKO COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$1,115,591	Exempt
	Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16418		
22.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	LANDER COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE.	\$237,587	Exempt
	Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17133		

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23.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	MINERAL COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE.	\$193,874	Exempt	
		Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17132			
24.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	PERSHING COUNTY TREASURER	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$158,573	Exempt	
		Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17104			
25.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	STOREY COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$83,185	Exempt	
		Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17103			
26.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING AND POLICY - MEDICAID	WHITE PINE COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE.	\$454,412	Exempt	
		Contract Description:	This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17131			

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27.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC AND BEHAVIORAL HEALTH - BIOSTATISTICS AND EPIDEMIOLOGY	SRA INTERNATIONAL, INC.	FEDERAL	\$65,000	
	Contract Description:	This is the third amendment to the original contract, which provides upgrades to Nevada's communicable disease National Electronic Disease Surveillance System from the current 32 bit version 4.3 system to the 64 bit 4.4.1 version to implement electronic laboratory reporting capabilities. This amendment increases the maximum amount from \$49,000 to \$114,000 due to the extended contract term.				
		Term of Contract:	01/08/2015 - 07/31/2018	Contract # 16262		
28.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	CIT FINANCE, LLC	GENERAL 25% FEDERAL 75%	\$66,405	
	Contract Description:	This is the third amendment to the original lease to provide financing for equipment required to upgrade the telephone system. This amendment increases the maximum from \$2,166,676.77 to \$2,233,081.91 to incorporate scope changes for the upgrade of telecommunication equipment located at the Decatur Office.				
		Term of Contract:	07/08/2014 - 09/30/2019	Contract # 15804		
29.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORTIVE SERVICES - ADMINISTRATION	PONDERA SOLUTIONS, INC.	FEDERAL	\$1,497,261	
	Contract Description:	This is a new contract to provide fraud detection software as a service. This service will improve the Supplemental Nutrition Assistance Program Intentional Program Violations investigation case management and tracking information technology system to more effectively identify, detect and prosecute trafficking cases through software and analytical capabilities.				
		Term of Contract:	Upon Approval - 12/31/2017	Contract # 17174		
30.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	ALLPRO SERVICES, LLC	GENERAL	\$68,584	
	Contract Description:	This is the first amendment to the original contract which provides exterior and interior painting service on state owned buildings located in Las Vegas. This amendment increases the maximum amount from \$80,000 to \$148,584 due to additional painting projects approved as deferred maintenance projects in fiscal year 2016.				
		Term of Contract:	07/01/2014 - 06/30/2018	Contract # 15417		
31.	702	DEPARTMENT OF WILDLIFE - DIRECTOR'S OFFICE	LOREN D. CHASE, CHASE AND CHASE CONSULTING, LLC	FEE: SPORTSMAN	\$81,460	
	Contract Description:	This is a new contract to provide consulting services to update and simplify the department's fee schedule. This would include all the sportsmen licensing fees and tags. The services will include customer surveys, focus groups and data mining to examine and make recommendations to the department.				
		Term of Contract:	Upon Approval - 02/17/2017	Contract # 17147		

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32.	705	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES WATER RESOURCES - USGS CO-OP-NON-EXEC	U.S. GEOLOGICAL SURVEY	OTHER: BASIN FUNDS AND PASS THROUGH FUNDS 55% FEDERAL 45%	\$547,032	Exempt
		Contract Description:	This is a new contract to provide an ongoing monitoring program of water resources in southern and eastern Nevada.			
		Term of Contract:	10/01/2015 - 09/30/2016	Contract # 17170		
33.	709	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ENVIRONMENTAL PROTECTION - INDUSTRIAL SITE CLEANUP	AECOM TECHNICAL SERVICES, INC.	OTHER: SETTLEMENT INCOME	\$4,000,000	
		Contract Description:	This is a new contract to provide professional services to plan for and implement a Regional Groundwater Remedial Investigation to identify contributing sources and pathways of chemical loading to the Las Vegas Wash.			
		Term of Contract:	11/10/2015 - 11/10/2017	Contract # 17134		
34.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - VOCATIONAL REHABILITATION	SAN DIEGO STATE UNIVERSITY	GENERAL 21.3% FEDERAL 78.7%	\$84,272	Exempt
		Contract Description:	This is the second amendment to the original contract, which continues ongoing training and technical assistance. This amendment increases the maximum amount from \$49,808 to \$134,080 due to additional training that is required under new federal guidelines.			
		Term of Contract:	12/01/2014 - 09/30/2017	Contract # 16211		
35.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION- ADMINISTRATIVE SERVICES - SW LONGITUDINAL DATA SYSTEM	BOARD OF REGENTS - NSHE	GENERAL	\$234,671	Exempt
		Contract Description:	This is a new contract to provide the ongoing operations and maintenance support of the Statewide Longitudinal Data System aka Nevada P20 to Workforce Research Data System (NPWR). The NPWR enables the Nevada System of Higher Education, the Department of Employment, Training and Rehabilitation and the Nevada Department of Education to conduct studies and examinations using data collected individually by each agency and linked in a manner that no personally identifiable information is used in the analysis.			
		Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16911		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
36.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION-ADMINISTRATIVE SERVICES	FAAD JANITORIAL, INC.	GENERAL 1.9% OTHER: BEN, CAREER ENHANCEMENT PROGRAM, AND ESD SPECIAL FUND 29.1% FEDERAL 69%	\$67,526		
		Contract Description:	This is the first amendment to the original contract that provides ongoing janitorial services for the facility located in Carson City. This amendment extends the termination date from December 31, 2015 to December 31, 2017 and increases the maximum amount from \$67,525.92 to \$135,051.84 due to the continued need for the services.				
		Term of Contract:	01/01/2014 - 12/31/2017	Contract # 15129			
37.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION-ADMINISTRATIVE SERVICES	XCEL MAINTENANCE SERVICES, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$56,800		
		Contract Description:	This is a new contract to provide ongoing janitorial services for office space located in Las Vegas.				
		Term of Contract:	01/01/2016 - 12/31/2019	Contract # 17105			
38.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION-ADMINISTRATIVE SERVICES	XCEL MAINTENANCE SERVICES, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$149,920		
		Contract Description:	This is a new contract to provide ongoing janitorial services for leased office space located in Las Vegas.				
		Term of Contract:	01/01/2016 - 12/31/2019	Contract # 17108			
39.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION-ADMINISTRATIVE SERVICES	XCEL MAINTENANCE SERVICES, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$92,720		
		Contract Description:	This is a new contract to provide ongoing janitorial services for leased office space located in Las Vegas.				
		Term of Contract:	01/01/2016 - 12/31/2019	Contract # 17106			
40.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	CATALYST RX	OTHER: 67% STATE SUBSIDY 33% PREMIUM REVENUE	(\$89,128)		
		Contract Description:	This is the third amendment to the original contract, which provides Pharmacy Benefit Manager services to the agency. This amendment decreases the maximum amount from \$163,800,000 to \$163,710,872 to remove paid consultant services by Virtuous Group.				
		Term of Contract:	07/01/2011 - 06/30/2016	Contract # 12088			

MASTER SERVICE AGREEMENT

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	AT&T CORP	OTHER: VARIOUS	\$15,000,000	
	Contract Description:	This is a new contract that continues ongoing telecommunication services, including voice, data and transport services for state agencies in Northern Nevada.				
		Term of Contract:	Upon Approval - 10/31/2019	Contract # 17116		

INFORMATION CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	101	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS- NEVADA MAGAZINE	LUCA, JOE	OTHER: EARNED REVENUE	\$10,800	
	Contract Description:	This is a new contract to provide services for magazine newsstand placement and sales nationwide. Services will include: research and report to the Nevada Magazine circulation manager on all industry trends; regularly visit headquarters and regional offices of the national wholesalers to develop and maintain personal contacts and awareness of Nevada Magazine; analyze sales with various wholesalers and selling outlets to determine appropriate draw for each issue; negotiate special rack space trade outs for Nevada Magazine; inform the Nevada Magazine of new distribution options and negotiate wholesaler discounts; and provide expert advice on all distribution topics such as cover design, logo, content, selling points, etc.				
	Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17024			
2.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE INFORMATION TECHNOLOGY SERVICES - DATA COMMUNICATIONS AND NETWORK ENGINEERING	CARSON CITY	OTHER: REVENUE	\$26,863	
	Contract Description:	This is a new revenue contract which provides ongoing internet access for Carson City through the states' Silvernet network.				
	Term of Contract:	07/01/2015 - 06/30/2017	Contract # 17032			
3.	220	JUDICIAL DISCIPLINE COMMISSION	ATTORNEY GENERAL	GENERAL	\$47,969	
	Contract Description:	This is a new interlocal agreement to provide representation to the Commission on Judicial Discipline and its staff in Isenberg v. Deyhle, United States District Court, District of Nevada, Case No. 3:15-cv-00369-HDM-VPC and any subsequent federal or state litigation and/or appeals arising from this case.				
	Term of Contract:	09/16/2015 - 09/01/2018	Contract # 17073			
4.	240	DEPARTMENT OF VETERANS SERVICES - VETERANS HOME ACCOUNT	JOHNSON CONTROLS, INC.	OTHER: PRIVATE 50% FEDERAL 50%	\$30,000	
	Contract Description:	This is a new contract that continues ongoing maintenance service on air conditioning equipment and vacuum systems.				
	Term of Contract:	07/01/2015 - 06/30/2017	Contract # 16904			
5.	300	DEPARTMENT OF EDUCATION - STANDARDS AND INSTRUCTIONAL SUPPORT	THE ONE TO ONE INSTITUTE	GENERAL	\$49,000	Sole Source
	Contract Description:	This is a new contract to provide mentoring services for the Nevada Ready 21 program. The services will include strategic planning for program rollout and implementation, development of a Request for Proposal to solicit district applications, and develop administrator and teacher programs.				
	Term of Contract:	09/16/2015 - 06/30/2017	Contract # 17045			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES	
6.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION - TITLE I	LEITNER, DAVID DBA PACIFIC RESEARCH ASSOCIATES	FEDERAL	\$48,300		
		Contract Description: This is the second amendment to the original contract to collect the required data for the Federal Comprehensive State Performance Report for applicable Title I and Title III programs, as well as evaluate the 21st Century Community Learning Center Programs. This amendment extends the termination date from September 10, 2014 to November 30, 2015 and increases the amount of the contract from \$91,440 to \$139,740 due to the continued need for these services.					
		Term of Contract:	09/11/2012 - 11/30/2015	Contract # 13742			
7.	331	DEPARTMENT OF TOURISM AND CULTURAL AFFAIRS - MUSEUMS AND HISTORY - STATE RAILROAD MUSEUMS	VENDINI, INC.	OTHER: TRAIN RIDE CHARGES	\$45,000		
		Contract Description: This is a new contract to provide an electronic (on-line) ticketing service to allow consumers to purchase train ride tickets and/or museum admission entrance tickets through the division's websites.					
		Term of Contract:	10/01/2015 - 10/31/2018	Contract # 17055			
8.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - SENIOR RX AND DISABILITY RX	MEDCO CONTAINMENT LIFE INSURANCE COMPANY	OTHER: TOBACCO FUNDS	\$10,000	Exempt	
		Contract Description: This is the first amendment to the original contract which continues to subsidize the monthly premium of eligible members who are enrolled in the Medicare Part D prescription program. This amendment increases the maximum amount from \$2,000 to \$12,000 due to the increase in Senior RX participants.					
		Term of Contract:	04/03/2015 - 03/09/2019	Contract # 16436			
9.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING AND DISABILITY SERVICES - DESERT REGIONAL CENTER	ALARMCO, INC.	GENERAL 53% FEDERAL 47%	\$14,720		
		Contract Description: This is a new contract that continues ongoing burglary and fire alarm monitoring services.					
		Term of Contract:	01/01/2016 - 12/31/2019	Contract # 17093			
10.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	LABEEG BUILDING SERVICES, INC.	GENERAL 84% FEDERAL 16%	\$14,380		
		Contract Description: This is the first amendment to the original contract which continues ongoing janitorial services in Fernley. This amendment increases the maximum amount from \$32,195 to \$46,575 due to the addition of 2,000 square feet of office space.					
		Term of Contract:	03/01/2015 - 02/28/2019	Contract # 16386			
11.	440	DEPARTMENT OF CORRECTIONS - PRISON DAIRY	WSRP, LLC	FEDERAL	\$41,213	Professional Service	
		Contract Description: This is a new contract that continues ongoing professional auditing services for a program-specific audit of the Nevada Wild Horse and Burro Maintenance and Training facility grant for Nevada's fiscal years 2015, 2016 and 2017.					
		Term of Contract:	09/17/2015 - 06/30/2018	Contract # 17011			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
12.	440	DEPARTMENT OF CORRECTIONS - FLORENCE MCCLURE WOMEN'S CORRECTIONAL CENTER	ACR MECHANICAL, INC.	GENERAL	\$15,381	
	Contract Description:	This is a new contract to provide removal of existing refrigeration parts and installation of replacement parts for the walk-in freezer and walk-in refrigerator.				
		Term of Contract:	10/07/2015 - 06/30/2016	Contract # 17107		
13.	440	DEPARTMENT OF CORRECTIONS - HIGH DESERT STATE PRISON	THE TIBERTI COMPANY	GENERAL	\$11,228	
	Contract Description:	This is a new contract to provide installation of three gates.				
		Term of Contract:	09/21/2015 - 12/31/2015	Contract # 17064		
14.	550	DEPARTMENT OF AGRICULTURE - NUTRITION EDUCATION PROGRAMS	URBAN ROOTS GARDEN CLASSROOM	FEDERAL	\$17,953	
	Contract Description:	This is a new contract to provide garden education that builds an improved sense of academic engagement and preference for healthy fruits and vegetables, raises awareness and participation in the Farm to School movement in Nevada, and provides information and materials to community members to improve food security and increased knowledge of sustainable agriculture practices.				
		Term of Contract:	09/21/2015 - 09/30/2016	Contract # 17060		
15.	550	DEPARTMENT OF AGRICULTURE - ADMINISTRATION	NEVADA HIGH SCHOOL RODEO ASSOCIATION	GENERAL	\$40,000	
	Contract Description:	This is a new contract that continues the promotion and advancement of the Nevada State High School Rodeo Association. The funds will be utilized to supplement contestant's travel expenses to the National Junior High School Rodeo and the National High School Rodeo.				
		Term of Contract:	10/12/2015 - 06/30/2017	Contract # 17130		
16.	650	DEPARTMENT OF PUBLIC SAFETY - FORFEITURES - LAW ENFORCEMENT	COPLOGIC, INC.	OTHER: FORFEITURES	\$22,088	
	Contract Description:	This is a new contract that provides an online software application to report incidents and request extra patrols and investigations.				
		Term of Contract:	10/09/2015 - 09/30/2019	Contract # 17136		
17.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP - NON-EXEC	BASIN ENGINEERING CORPORATION	BONDS 25% FEDERAL 75%	\$49,999	Professional Service
	Contract Description:	This is a new contract to provide civil engineering and surveying services as needed statewide. Services may include: design, surveying, mapping, construction inspection, construction materials testing, engineering and consulting services.				
		Term of Contract:	10/01/2015 - 09/30/2019	Contract # 17118		
18.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP - NON-EXEC	MCELHANEY STRUCTURAL ENGINEERS, LLC	BONDS	\$30,475	Professional Service
	Contract Description:	This is a new contract to provide structural engineering services for the diversion structures in Overton on the Muddy River to allow land owners to irrigate and prevent flooding.				
		Term of Contract:	09/24/2015 - 06/30/2017	Contract # 17098		
19.	702	DEPARTMENT OF WILDLIFE - HABITAT	WESTERN LINE BUILDERS	FEE: UPLAND FEE AND HABITAT FEE	\$31,900	
	Contract Description:	This is a new contract to provide removal of 10.5 miles of abandoned telephone line between Hubbard/Vineyard Ranch and the Twin Meadows Ranch to increase aerial survey safety and improve habitat for sage grouse.				
		Term of Contract:	10/01/2015 - 09/30/2017	Contract # 17112		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	704	DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES - STATE PARKS - MAINTENANCE OF STATE PARKS-NON-EXEC	TERRY'S PUMPIN & POTTIES, INC.	FEE: UTILITY SURCHARGE	\$12,177	
		Contract Description: This is a new contract to provide sewage pumping from vault toilets and septic systems at South Fork Recreation Area. Term of Contract: 10/07/2015 - 12/31/2018 Contract # 17142				
21.	810	DEPARTMENT OF MOTOR VEHICLES - AUTOMATION	ADVANCED POWER PROTECTION INDUSTRIES, INC.	HIGHWAY	\$26,480	
		Contract Description: This is a new contract to provide maintenance and emergency services to back-up power systems. Term of Contract: 09/21/2015 - 09/30/2016 Contract # 17066				
22.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ADVANCED PRO REMEDIATION, LLC DBA ADVANCED PRO RESTORATION	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$10,000	
		Contract Description: This is a new contract to provide emergency on-call remediation/restoration services for the Business Enterprise of Nevada food service locations in southern Nevada. Term of Contract: 10/02/2015 - 09/30/2017 Contract # 17074				
23.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	COMPLETE ELECTRIC, LLC	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$15,000	
		Contract Description: This is a new contract to provide ongoing regular and emergency electrical system repairs, installations and maintenance for the various Business Enterprise of Nevada food service locations in northern Nevada. Term of Contract: 10/02/2015 - 09/30/2017 Contract # 17076				
24.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	JC EHRlich CO., INC. DBA WESTERN EXTERMINATOR CO.	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$20,000	
		Contract Description: This is a new contract that continues ongoing pest control services at all southern Nevada Blind Business Enterprise food establishment locations. Term of Contract: 10/01/2015 - 09/30/2017 Contract # 16996				
25.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	PGAL, LLC	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$27,500	Professional Service
		Contract Description: This is a new contract to provide architectural, engineering and project management expertise for a major remodel/rehabilitation of the food court at the new southern Nevada Health District headquarters building. Term of Contract: 09/21/2015 - 06/30/2017 Contract # 17026				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
26.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	RAKEMAN PLUMBING, INC.	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$20,000	
	Contract Description:	This is a new contract to provide ongoing regular and emergency plumbing services for the various Business Enterprise of Nevada food service locations in southern Nevada.				
		Term of Contract:	11/01/2015 - 10/31/2017	Contract # 17077		
27.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ROBERTS, JOHN E. SIERRA FOODSERVICE SANITATION	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$20,000	
	Contract Description:	This is a new contract to provide food service management skills thru training and on-site support to new visually impaired program operators as they transition into running a small business or as they transition into a larger operation in northern Nevada.				
		Term of Contract:	09/16/2015 - 09/30/2017	Contract # 17044		
28.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	SIERRA FLOOR COVERING, INC.	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$20,000	
	Contract Description:	This is a new contract to provide repair, replacement and maintenance of all types of floor coverings in the various Business Enterprise of Nevada food service locations in northern Nevada.				
		Term of Contract:	10/02/2015 - 09/30/2017	Contract # 17085		
29.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	SCHAPIRA ARCHITECTURE, LLC	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$40,000	Professional Service
	Contract Description:	This is a new contract to provide architectural, engineering and project management expertise for a major food court remodel/rehabilitation at the Clark County Family Court and Services building.				
		Term of Contract:	05/22/2015 - 09/30/2016	Contract # 17050		
30.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	WATERS SEPTIC TANK SERVICE DBA WATERS VACUUM TRUCK SERVICE	OTHER: BUSINESS ENTERPRISE SET-ASIDE	\$10,800	
	Contract Description:	This is new contract to provide ongoing grease trap/interceptor cleaning, pumping, and repair services at the Business Enterprise of Nevada food service locations in Washoe County and Carson City.				
		Term of Contract:	10/08/2015 - 09/30/2017	Contract # 17110		
31.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	DEPARTMENT OF MOTOR VEHICLES	FEDERAL	\$14,400	Exempt
	Contract Description:	This is the second amendment to the original interlocal agreement, which continues to provide computerized information to the department. The information is cross matched against that on file with the Department of Motor Vehicles to determine inaccuracies or inconsistencies in the unemployment claimant's information. This amendment extends the termination date from October 31, 2015 to October 31, 2019 and increases the maximum amount from \$14,400 to \$28,800 due to the continued need for these services.				
		Term of Contract:	12/02/2011 - 10/31/2015	Contract # 12786		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
32.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY SPECIAL FUND	SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.	OTHER: 100% ESD SPECIAL FUND	\$44,223	
Contract Description:		This is a new contract to provide installation, repairs, and maintenance of the HVAC controller system at the E. St. Louis, Las Vegas location.				
Term of Contract:			10/14/2015 - 01/01/2017	Contract # 17109		

DETAILED AGENDA

November 10, 2015

1. PUBLIC COMMENTS

Comments:

***2. FOR POSSIBLE ACTION – APPROVAL OF THE OCTOBER 13, 2015 BOARD OF EXAMINERS’ MEETING MINUTES**

Clerk’s Recommendation: I recommend approval.

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

Comments:

***3. FOR POSSIBLE ACTION – APPROVAL/REVIEW OF AN EMERGENCY CONTRACT WITH A CURRENT AND/OR FORMER EMPLOYEE**

A. Department of Health and Human Services – Health Care, Financing and Policy

Pursuant to NRS 333.705 subsection 4, the Department of Health and Human Services, Division of Health Care Financing and Policy seeks a favorable recommendation regarding the division’s determination to use the emergency provision to contract with a former Administrative Services Officer from October 26, 2015 through February 19, 2016 to provide training on various budget and fiscal activities and consult with administration on division related issues, including the development of a new rate methodology for Newborn Intensive Care Unit patients.

Clerk’s Recommendation: I recommend approval.

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

Comments:

B. Department of Education

Pursuant to NRS 333.705 subsection 4, the Department of Education seeks a favorable recommendation regarding the department’s determination to use the emergency provision to contract with a former Administrative Services Officer from June 17, 2015 through October 16, 2015 to provide training, knowledge transfer and technical assistance with the allocation and payment models for the Distributive School Account, Class Size Reduction, Full-day Kindergarten and other state programs.

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Division of Public and Behavioral Health requests retroactive authority to contract with a former employee from November 5, 2015 through January 31, 2016 to provide training, expertise in policies, security, and safety and forensic knowledge for the Rapid Stabilization Unit at the Rawson Neal Hospital and the Stein Hospital. This is an extension of the emergency contract that was approved at the August 11, 2015 meeting of the Board of Examiners.

Clerk’s Recommendation: I recommend approval.

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

Comments:

B. Department of Administration - Purchasing

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division, requests retroactive authority to contract with former employees from June 1, 2013 through May 31, 2017 through a Master Services Agreement (MSA) to act as uniformed security guards to various State agencies. Purchasing currently has an MSA who has used and is proposing to continue to use former employees through the term of the contract.

Clerk’s Recommendation: I recommend approval.

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

Comments:

C. Department of Education

Pursuant to NRS 333.705, subsection 1, the Department of Education requests authority to contract with a former Department of Education, Administrative Services Officer, through a temporary service, to provide technical assistance with the allocation and payment models for the Distributive School Account, Class Size Reduction, Full Day Kindergarten, and grants management, fiscal support and oversight for all state and federal grant programs managed by the Department, through December 31, 2016.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***5. FOR POSSIBLE ACTION – DELEGATED AUTHORITY TO THE CLERK OF THE BOARD**

BOE Requirement	NRS	Current Delegated Authority	Proposed Delegated Authority
Contracts, Cooperative Agreements, Interlocals	333.700	Authority to approve contracts for amounts less than \$50,000.00. Approval of contracts entered into by the State Gaming Control Board for purposes of investigating an applicant for or a holder of a gaming license.	<u>No Change</u>
Stale Claims Account	353.097(4)	Authority to approve all stale claims, as defined in subsection 1 of NRS 353.097, from the Stale Claims account.	<u>No Change</u>
Refunds for overpayment of taxes, license fees and other charges	353.110(2)	Authority to approve all refunds relating to an overpayment of a license fee, tax or other charge made to any state agency or officer.	<u>No Change</u>
Petty Cash Account	353.252(1)	Authority to authorize a state agency to establish a petty cash account of not more than \$500.00 out of the agency's budgeted resources.	<u>No Change</u>
Emergency Account	353.263(4)	Authority to determine whether an emergency exists as defined in subsection 1 of NRS 353.263, and approve expenditures from the Emergency Account.	<u>No Change</u>
Statutory Contingency Fund	353.264(3)	Authority to approve the payments of claims, as defined in subsection 2 of NRS 353.264.	<u>No Change</u>
Bad Debts	353C.220(1)	Authority to designate a debt of not more than \$50.00 as a bad debt.	<u>No Change</u>
Home Storage of State Vehicles	SAM 1306	Department head or designee may approve home storage or State Vehicles for their respective departments and report to the Clerk.	Approved by the Board of Examiners for each vehicle stored at home
DETR report of Provider Agreements	Per the March 2014 Board of Examiners	Annual report to the Board of Examiners.	Report to the Clerk on behalf of the Board

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

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

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

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

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

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

Clerk's Recommendation: I recommend approval.

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

Comments:

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

One independent contract was submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

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

Comments:

9. 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 September 15, 2015 through October 15, 2015.

Thirty two contracts were submitted for the boards review

Comments:

10. INFORMATION ITEM

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 July 1, 2015 and ending September 30, 2015.

Comments:

B. Department of Motor Vehicles – Safe Roads Alliance

Department of Motor Vehicles (DMV) contracted with Safe Roads Alliance to provide a Parent-Teen Supervised Driving Program at no cost to the state. Safe Roads Alliance will provide tools for the Parent – Teen Driving program guide and a mobile app that will track driving time and experience for teen applicants under the age of 18.

Comments:

11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

*12. FOR POSSIBLE ACTION – ADJOURNMENT

Clerk's Recommendation: I recommend approval.

Motion By:

Seconded By:

Vote:

Comments:

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

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. 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.

MINUTES
MEETING OF THE BOARD OF EXAMINERS
October 13, 2015

The Board of Examiners met on October 13, 2015, in the 2nd floor Chambers of the Laxalt Building, 401 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

MEMBERS:

Governor Brian Sandoval
Attorney General Adam Paul Laxalt
Secretary of State Barbara Cegavske, telephonically
James R. Wells, Clerk

OTHERS PRESENT:

Fred Voltz
Charles Donohue
Grant Hewitt
Tara Hagan
Dennis Gallagher
Rudy Malfabon
Steve Canavero
Kimberly Arguello
Ann McDermott
Wayne Howle
Nick Trutanich, telephonically
Linda Anderson
Richard Whitley
Tracy Green
Lawrence Van Dyke
Bonnie Long
Steve Fisher
Bruce Gilbert

1. PUBLIC COMMENTS

Comments:

Governor: Good morning ladies and gentlemen. I will call the Board of Examiners Meeting to order. Madam Secretary, can you hear us loud and clear?

Secretary: Yes, I can Governor, good morning.

Governor: What time is it where you are?

Secretary: It is 2:00 AM and it is Wednesday.

Governor: Is that a violation of the Open Meeting Law? [laughter]

Secretary: I hope not.

Governor: No, Madam Secretary, she's voting in the future. I bet you've never had that interpretation of the law, right? Madam Secretary, I personally want to thank you for your participation. This is true public service, ladies and gentlemen, the Secretary of State is out of the country and participating in this meeting telephonically. Where she is, it is a 2:00 AM, in the morning. So, Madam Secretary, I truly appreciate your participation. Given all the different technology issues after I take public comment, I'm going to jump to the IFC items that need approval so that they'll be eligible for IFC consideration so that we can make a record and get a vote on those. Then I'll proceed with the normal order of the meeting.

So, let's commence with Agenda item number 1, Public Comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? Good morning sir.

Fred Voltz: Good morning. For the record, I'm Fred Voltz and I'm interested in talking to you about something that's not on the Agenda this morning. I'm a person who has been involved in monitoring the actions of the Wildlife Commission and the Public Utilities Commission. There is an issue that came up at the Public Utilities Commission (PUC) that's very concerning, I think for this Board and for the State at large.

This Board, of course you know, has responsibility for writing off allegedly uncollectible debt owed the General Fund and assessed by State Agencies, Boards, Commissions and Departments. What was distributed to you, I believe by your Secretary this morning, was a list of the administrative fines assessed by the PUC as of September 30th. What it shows is there's a 21.5% delinquency rate in the collections in dollars and 139 individual fines that have not been collected stretching back over seven and a half years.

As we can probably acknowledge, most private businesses would be out of business with this level of accounts receivable delinquency. Unfortunately, none of the PUC's delinquent fines have reached the BOE for action. The magnitude of the problem is likely significant when all

the State Agencies and their uncollected debt are summed. It would seem to be an issue that needs to be researched and chronicled and totaled up to see how much money the State General Fund is losing by not doing these collections in a timely way.

The current process goes along this flow, as I understand it. The PUC is to forward the fine to the State Controller after 60 days per statute, if it can't be collected by the PUC. In some cases though, it's taken two years to forward this item to the State Controller. At that point, the State Controller is then supposed to try and collect the debt. They make an internal effort to collect, and potentially in conjunction with the Attorney General if there's any legal action filed against the entity. Finally, if none of those entities can collect, the BOE is to receive the request to write it off.

So, what are some of the solutions to this issue? It would seem as though, and this would apply to the Madam Secretary of State, any of the named individuals associated with a Nevada licensed company, including Registered Agents should be prohibited from renewing or securing new business licenses from the Secretary of State if they have outstanding fines due. Secondly, requiring that the entities assessing the fines need to file small claims actions against the non-payers and the PUC with 17 attorneys should be able to handle this function through its staff with guidance from counsel.

Another solution would be, why aren't we hiring private debt collection agencies? They would have the ability to stimulate the economy with more employment and business tax revenues if they were engaged to do this collection. In the case of the PUC, many of the non-payers are now defunct mom and pop telecommunications companies. It has already been suggested to the PUC that they require a post-bond to cover any future fines or obligations, unless the licensee has more than \$10 million in annual revenue. But, unfortunately the PUC has taken no action on that. Having much tighter timeframes for action will increase the probability of successful collection, that indeed may require legislation and the creation of a BDR this year.

Finally, it seems as though there needs to be retention of accountability for collection with the assessing state entity. Because the entity, in this case the PUC, does not receive any of the money that they might collect. They really have no financial incentive to engage in a very robust collection effort. Not that I'm suggesting they should receive a part of it, it should go to the State Fund, but they are state employees. They're responsible for doing the best they can for the State. It seems as though they need to have additional incentives, non-financial, to do this collection process in a timely way.

If you have any questions, I've left my information with your Secretary, I'd be happy to answer them, thank you.

Governor: Thank you, it's Mr. Voles?

Fred Voltz: Voltz, like electricity.

Governor: Okay. And so I appreciate this. This is coming to my attention for the first time. We have a new Chairman at the Public Utilities Commission. I will bring that to his attention. You are correct in your assessment of the process, although the State Controller does have the

ability to retain outside debt collectors in order to collect old debt like you've just described. I appreciate your appearing today and bringing this to our attention.

Fred Voltz: Thank you for listening. Have a good day.

Governor: Is there anyone else present who would like to provide public comment to the Board? Is there any present in Las Vegas that would like to provide public comment? Hearing none. Say again?

Las Vegas: No comment here.

Governor: Thank you.

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

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

A. Department of Wildlife and the Scott Family

The Division of State Lands, acting as the State Land Registrar, requests approval of a land exchange agreement between the Nevada Department of Wildlife (NDOW) and Nevada citizens the Scott Family. The two parcels of land have been appraised and a net change in value has been determined for each parcel. The state and the Scott Family are sharing equally in the costs associated with the proposed exchange, including survey, appraisal, title, and lot line adjustment processing with Washoe County. NDOW had concurred with the exchange and has no objections to the terms of the agreement. **This item is contingent upon IFC approval.**

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: Mr. Wells, I want to make sure that I have these right. We need to look at the State Treasurer and some of his issues with regard to the ESAs.

Clerk: Thank you Governor.

Governor: Yeah, so why don't move, I think it's number 8, isn't it?

Clerk: Numbers 6, 7 and 8 all have to be approved for Interim Finance Committee to take action.

Governor: So, why don't we proceed with Agenda item number 6, that we're going to take out of order, which is an Approval of Land Exchange, Department of Wildlife and the Scott Family.

Clerk: Thank you Governor, this item is a request from the Division of State Lands for the Board to approve the exchange of two parcels of lands to resolve an encroachment on State Land by a private land owner. The land which is situated along the Truckee River is currently assigned to the Department of Wildlife and all parties have concurred with the exchange, which also must be approved by the Interim Finance Committee before it can be finalized. There is one correction to the report that is included in your packet. It states that the parcels have been appraised. The Division of State Lands does not conduct outside appraisals but the State Land Registrar completes a market analysis to determine the value of the properties. There were no additional costs incurred for the outside appraisals. There are representatives from State Lands available to answer any questions.

Governor: Good morning gentlemen.

Charles Donohue: Good morning Governor.

Governor: If you would just give us a brief description of what's happening here please?

Charles Donohue: Sure. I'd be happy to. For the record, Charles Donohue, I'm the Administrator for the Division of State Lands. The exchange is warranted because there's an encroachment from the private party. The State took title to the property from the Federal Government back in the late 70s. At that time, the State was unaware that we had this encroachment. Since the early 2000s, we've been working with the Scott Family to actually reach an agreement on how we would address this issue. We finally have reached agreement, and it effectively is a lot line adjustment. Working with Washoe County and recording the appropriate maps with the County. As Budget Director Wells indicated, we have gone through a market analysis. My Deputy Director, excuse me, Administrator, Dave Marlow, looked at assessed values in the area for the Scott property, for the State property, as well as adjacent properties to come up with an equal value for the exchange. If you have any other questions, I'd be happy to answer them.

Governor: I do not. Mr. Attorney General, any questions?

Attorney General: I do not, thank you.

Governor: Madam Secretary, do you have any questions?

Secretary: I do not, thank you.

Governor: Chair will accept a motion for the Approval of the Land Exchange described in Agenda Item 6A.

Attorney General: I move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: Second Governor.

Governor: Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. [ayes around] Motion passes, 3-0. Thank you gentlemen.

Charles Donohue: Thank you very much.

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

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

Pursuant to NRS 322.007, the Nevada Division of State Lands (NDSL) is requesting approval to enter into a lease with the Board of Regents – College of Southern Nevada for occupancy and use of state owned property for childcare facility purposes. **This item is contingent upon IFC approval.**

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We'll move to agenda item number 7, which is the approval of a land lease by the Department of Conversation and Natural Resources, Division of State Lands. Mr. Wells.

Clerk: Thank you Governor. Item number 7 is a request from the Division of State Lands for the Board to approve a five year lease of property on College Drive in Las Vegas, to the College of Southern Nevada for a childcare facility. This item also must be approved by IFC before it can be finalized. Representatives from State Lands are available for any questions.

Governor: Good morning, Mr. Donohue, again, if you could just give a brief overview for the record, please.

Charles Donohue: Sure. For the record, Charlie Donohue, Administrator for the Division of State Lands. The College of Southern Nevada approached the Division of State Lands in early 2000 requesting to use State Lands for a childcare facility. At that time, they indicated that it would be a temporary use, that they were going to try and build a permanent facility at their college campus across the street. The State entered into a two-year license and we have been moving in two-year cycles renewing that license. It's clear to me now that the College of Southern Nevada is not going to move that facility any time soon, so I really feel the more appropriate mechanism to provide that authorization is through a lease and that's what our request is today.

Governor: Thank you very much. I have no questions. Mr. Attorney General?

Attorney General: I have no questions.

Governor: Madam Secretary, any questions?

Secretary: No Governor, thank you.

Governor: Hearing no further questions or any questions, the Chair will accept a motion to approve the land lease described in Agenda Item 7A.

Attorney General: Move to approve.

Governor: Attorney General has moved for approval, is there a second?

Secretary: Second.

Governor: Secretary of State has seconded the motion. Any questions or discussion? All in favor say aye. [ayes around] That motion passes 3-0, thank you gentlemen.

Charles Donohue: Thank you very much.

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

A. Treasurer’s Office - \$128,555

Pursuant to NRS 353.268, the Treasurer’s Office requests an allocation of \$128,555 from the Interim Finance Committee Contingency Account to fund three temporary contracted employees and the Education Savings Account (ESA) enrollment program contact with BenefitWallet for the ESA Program created by SB302 during the 2015 Legislative Session. **This item is contingent upon IFC approval.**

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: Next is agenda item number 8, Request for Allocation from the Interim Finance Committee Contingency Account by the Treasurer’s Office.

Clerk: Thank you Governor. Item number 8 is a request from the Treasurer’s Office for an allocation of \$128,555 from the Interim Finance Committee Contingency Account to fund Phase 2 of the start-up costs for the Education Savings Account Program created during the 2015 Legislative Session. Phase 2 includes funding for temporary contract employees through March of 2016, as well as the FY ’16 portion of the contract to process payments to qualified participating entities. It is intended that this allocation is a loan which will be repaid from the Administrative Set Aside Provisions that are included in the legislation. This request also must be approved by the Interim Finance Committee next week before it can be finalized. Representatives from the Treasurer’s Office are available for questions.

Governor: Good morning.

Grant Hewitt: Good morning Governor.

Governor: If you'd please identify yourselves for the record and give a brief description of what's happening here please.

Grant Hewitt: Grant Hewitt, Chief of Staff in the State Treasurer's Office. With me is Tara Hagan, Deputy Treasurer. Also, for the ESA Program today, we have Contract 31. I'm not sure if you want to consider that now or later, but I also wanted to make that aware.

Today we're asking for the \$128,555 to help us enter into a contract that you will see in the November BOE with Benefit Wallet. Benefit Wallet is a payment processor who will be able to process the payments between the parents ESA and the participating entity, the school. So, it's the separation between the State and the school, and paying that school directly. It's the processing part.

Second, we're asking for temporary employees, for three temporary employees. As we work through the lawsuits that are pending, we feel that it's the best case to have temporary staff as we work everything out. We do have two pending lawsuits that we're not able to comment on today, but we do have full faith in the Attorney General's Office as we move down that process.

The other contract that's on today's Agenda is for Neil Weisman if you're looking at this as a three-legged stool, it's the third leg in the stool. It is the building of our database and enrollment process and user interface for parents to be able to utilize.

So, you have the Benefit Wallet that is the payment. You have the Neil Weisman contract which is the database and user interface and then you have the State Treasurer's Office which will do the enrollment process and verify. So, those are kind of the three legs and how they all work together. I'm happy to answer questions.

Governor: I'll take them separately, but you're looking at a little over a half million dollars.

Grant Hewitt: That's correct Governor.

Governor: Well, I'm curious because the last time you were here, you were very encouraged about the enrollment statistics and how robust they are, is it consistent with what you said last time?

Grant Hewitt: Grant Hewitt for the record. We are sitting today, this morning at about 3,500 applications. There has been a slowdown, that's to be expected as people are back in school. Last year we were approaching the start of school or had just started school and people were rushing to get their applications in so that they could utilize the school dates from the 2014-15 school year. I believe we'll see the next rush on applications, probably around January, mid-January. That's when if you were just starting school this year you would reach the 100 days. My guess is somewhere mid-January we'll see another bump, heavy bump. We are still seeing people apply every day.

Governor: What is the number for those that took advantage of that window, as you describe it, that are already enrolled in private schools?

Grant Hewitt: I'll have to do some research on that. I don't actually have an exact number as to who has applied and is currently not attending a public school but I will find out for you.

Governor: Do you have an estimate though?

Grant Hewitt: I don't because when they apply they're utilizing the schools that they were at, they don't tell us that they've started private school. It's not in the application process, but I will see if there's a way with Department of Education we could run a report to bounce numbers.

Governor: Okay. I'm just curious because again, these are folks that are paying out the tuition, correct, at the private school with the hopes that this is all going to get done.

Grant Hewitt: Right. They are bridging that gap until the ESA starts.

Governor: And then, some of those schools are requiring the payment of a full years' tuition, is that accurate, have you heard that?

Grant Hewitt: I've heard that, but I haven't been able to confirm that as the law doesn't allow us to regulate private schools.

Governor: Now you describe this as a loan, so will you talk a little bit about that, the fact that we're a little bit over a half million dollars.

Grant Hewitt: Grant Hewitt for the record. SB 302 provides that the State Treasurer's Office can take up to 3% as an administrative fee. We intend to take that administrative fee on the accounts that we're servicing and use those resources to repay the debt as it moves on. We believe that we will be able to start making payments on that in Fiscal Year '17, because we will have accounts funded and we will start taking that 3% out. As we continue to move down, this is a constant discussion in my office, to verify that we aren't asking for more than we can afford to pay. Obviously with pending litigation, if there's an injunction that could change the entire ballgame.

Governor: Well, and that's where I was going is, I know you're not a lawyer, but is there some risk there by putting this money out and, if there's injunctive relief, to the ability to recoup that money.

Grant Hewitt: Grant Hewitt for the record. I would have to say and assume that there is the risk there that if the courts, at some point, offer permanent injunction or say the law violates the constitution and we're no longer allowed to implement the program, the State Treasurer's Office does not have the revenue sources on its own to repay this. We are dependent upon the 3%, is that accurate Tara?

Tara Hagan: Tara Hagan for the record, Chief Deputy Treasurer. Yes, that's definitely accurate.

Governor: The State's not charging you interest on that, is it?

Grant Hewitt: I don't believe so.

Governor: Okay. All right, otherwise everything is moving as expected?

Grant Hewitt: Yeah. Grant Hewitt for the record. We're very excited about the movement. We will be putting out the participating entity enrollment flow so that schools can sign up to accept the monies in November. We anticipate, assuming we have Contract 31, with Neil Weisman approved today, we intend to be with a full user interface by January. We're excited.

Governor: So, while you're here, why don't we go ahead and open that agenda item on Contract 31, which is agenda item number 13.

Grant Hewitt: Grant Hewitt again for the record. This is a contract with Neil Weisman, dba Interactive Ideas. They are a database software development company who we have identified through an RFP process to meet the requirements and timelines that we need to ensure a user interface that integrates both with Treasurer's Office ability to manage each account individually, but also with Benefit Wallet, which is a contract that will come up in November's BOE. This contract, this vendor is—one of the reasons we selected this vendor is that he is going to house the software system in a Nevada data center with dedicated servers so we don't run into a problem where there's too many users accessing the software at one time. Every other RFP respondent was going to house it in a combined environment with others and would only guarantee us that 500 people could be on at one time. That just wasn't acceptable. We did not want to incur another Nevada Health Link situation where it crashed due to an overuse.

Governor: Careful, those guys are here you know. [laughter]

Grant Hewitt: I'm sorry. But, that's where we turned to somebody that was going to house it in Nevada, on dedicated equipment and have the ability to spin up additional servers in real time if we needed it. We're excited to hopefully start this relationship with this company and as it relates to the specific contract, I'll let Tara speak to that.

Tara Hagan: Tara Hagan for the record. A few things that we did want to bring up is the contractor will deliver the source code to us and grant that for use for the State of Nevada for a universal license for the lifetime of the software project. In addition, we do have several liquidated damages should timelines not be met with certain milestones and therefore, we feel that there's ample protections within this. In addition to the implementation, there's also the uptime for the data and the power, in terms it's a 98.9%, so we also have those kinds of protections long-term with the contract as well.

Governor: Anything further? So, this is an out-of-state entity. Do they have a track record of performance or does it have a track record of performance?

Grant Hewitt: Grant Hewitt for the record. It does. They have done projects for the State of Hawaii, the Department of Agriculture out there. They've done major projects for various casinos on the Las Vegas Strip. Managing their entire tracking of uniform systems, a database that tracks real time through RFID components. They also do work with the Greater Las Vegas Association of Realtors. Which both of those projects alone would have many more users on at one time than our project probably ever will, but we wanted to make sure that we had the protections just in case.

Governor: I think I heard you but I want to emphasize this. They're going to use a Nevada based cloud service company.

Grant Hewitt: That is correct. A data center based in Nevada.

Governor: We probably know who that is, right?

Grant Hewitt: I believe that is one of the ones that is on the list to review, Switch is absolutely one of the ones.

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

Attorney General: No questions.

Governor: Madam Secretary, any questions?

Secretary: I do not, Governor, thank you.

Governor: So, I'll take these individually. The first item is agenda item number 8, the Chair will accept a motion to approve the request for an allocation from Interim Finance Contingency Account by the Treasurer's Office in the sum of \$128,555.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I'll second it Governor.

Governor: Thank you Madam Secretary. Secretary of State has seconded the motion. Any questions or discussion? Hearing none, all in favor say aye. [ayes around] Motion passes, 3-0.

***13. FOR POSSIBLE ACTION – CONTRACTS**

Contract 31, taken out of order.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Let's move to agenda item number 13, contract 31 which is a contract between the Treasurer's Office and Neil Weisman, dba Interactive Ideas. Is there a motion for approval?

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I'll second it Governor.

Governor: Any questions or discussion on the motion? All in favor say aye. [ayes around]
Motion passes, 3-0. Mr. Hewitt, I know you have another contract but I'm going to save it for later.

Grant Hewitt: Thank you Governor

***2. FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 8, 2015 BOARD OF EXAMINERS' MEETING MINUTES**

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Going back to agenda item number 2 which is the approval of the September 8, 2015 Board of Examiners Meeting Minutes. Have the Members had an opportunity to review the minutes and are there any changes?

Secretary: I have none Governor.

Governor: The Chair will accept a motion for approval.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval.

Secretary: I'll second it Governor.

Governor: Madam Secretary, I'm going to second the motion because you weren't in attendance. So, I will second the motion. I would assume that you would abstain.

Secretary: Yes, I will. I apologize.

Governor: That's all right, it's 2:30 now, tomorrow. [laughter] So, the Attorney General has moved for approval. I will second the motion. All in favor say aye. [ayes] That motion passes 2-0, and would you please mark the Secretary of State as having abstained from the vote.

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

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a former University of Nevada School of Medicine Associate Professor of Family Medicine to provide Medical Director Services. **This item relates to Contract #10 under agenda item 13.**

Clerk's Recommendation: I recommend approval.

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

B. Department of Health and Human Services – Aging and Disability Services

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Aging and Disability Services Division requests authority to contract with a former employee to provide Board Certified Behavior Analysis services to families and children in Elko, Nevada.

Clerk's Recommendation: I recommend approval.

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

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

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Division of Public and Behavioral Health requests retroactive authority for contracts with seven individuals from May 2015 through September 2016 who are current or former graduate assistants or student workers of the Nevada System of Higher Education.

Clerk's Recommendation: I recommend approval.

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

D. Department of Transportation

Pursuant to NRS 333.705, subsection 1, the Department of Transportation (NDOT) requests authority to contract with a former Assistant Resident Engineer from NDOT. NDOT has an existing contract with Diversified Consulting Services who is proposing to use the employee on the NDOT project.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Next agenda item are 3 authorizations to contract with a current or former employee. A, B and C involve HHS. Will they please come forward, Mr. Wells?

Clerk: Thank you Governor. There are four items that are requesting the approval to contract with former or current employees. The first item is the Division of Aging and Disability Services within the Department of Health and Human Services. They are requesting authority to contract with a former Associate Professor of the University of Nevada School of Medicine to provide Medical Director services to the Desert Regional Center's Intermediate Care Facility for

Individuals with Intellectual Disabilities. The Professor who has been performing these duties under an interlocal agreement between the School of Medicine and the Department for the last 10 plus years recently left the School of Medicine and the Agency wishes to maintain both the relationship with the physician and the continuity of care for the residents.

The second item is also for the Division of Aging and Disability Services. They are requesting authority to contract with a former employee to provide consultative services to families and children with behavior concerns in Elko. This individual is one of only two Board Certified Behavioral Analysts in Elko at this time. The Division would be out of federal compliance if such an individual is not available to provide the services when needed.

The third item is a request from the Division of Public and Behavioral Health. This is pursuant to Subsection 4 of NRS 333.705. That states that an agency can contract with a former employee without obtaining the Board of Examiner's approval first if it is for short-term, less than four months and the Director has determined an emergency exists. If an agency does contract with an individual pursuant to the emergency provisions, they must come back to the Board of Examiners and the Board of Examiners must review and determine whether they would have approved of a contract had it not been entered into under the emergency provisions. So, under this item, the Division of Public and Behavioral Health is requesting review and determination of whether or not the Board would have approved the Agency to contract with seven former graduate assistant and student workers to provide various services throughout the Division as paid interns, from May until September 2015. The Division is also requesting to continue employment with several of these interns beyond the four month period.

The last item is a request from the Department of Transportation to allow an existing contracted vendor to use a former Assistant Resident Engineer as a Senior Inspector on the Boulder City Bypass Project. The Department has contracted with the vendor to provide construction crew augmentation services for the project and the vendor is proposing to use the retired employee as a senior inspector based on his specific knowledge and expertise. The former employee retired in July and did not have any influence or authority over the contract with this particular vendor.

There are representatives from each of the Divisions and Departments to answer any questions.

Governor: Thank you Mr. Wells. You've actually made a very thorough record. That was the one thing I wanted to point out, particularly with NDOT is that the individual who is the subject of this matter did not have anything to do with the contract with his current employer. So, I have no questions on this Agenda Item. Mr. Attorney General?

Attorney General: No questions.

Governor: Madam Secretary, any questions with regard to Agenda item number 3?

Secretary: Not at this time, no, thank you Governor.

Governor: So then hearing no questions, the Chair will accept a motion for approval of the authorization to contract with a current and/or former employee as described in Agenda Item 3A, B and C, for Department of Health and Human Services and D for the Department of Transportation.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I'll second it Governor.

Governor: The Secretary of State has seconded the motion. All in favor, please say aye. [ayes around] Opposed, no. That motion passes, 3-0.

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

Pursuant to NRS 433.354, the Department of Health and Human Services is requesting Board of Examiners' approval of the following provider agreement forms to enable them to enter into an agreement with providers of:

A. Aging and Disability Services

- Autism Treatment Assistance Program – (revised)
- Nevada Early Intervention Services – (revised)

B. Child and Family Services

- Psychiatric Services to include psychiatric assessments, medication evaluations and follow-up appointments for youth and adolescents in Southern Nevada
- Dental Services for the Summit View Correctional Center

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: Let's move to agenda item number 4, authorization to approve a provider agreement. Mr. Wells.

Clerk: Thank you Governor. Item 4 contains two requests for the Board to approve provider agreements for the Department of Health and Human Services. The first is a request from the Aging and Disability Services Division to revise two provider agreements in order for the Division to use the agreements to contract with governmental organizations, specifically the System of Higher Education.

The second request is from the Division of Child and Family Services to approve two new provider agreements. The first for psychiatric assessments, medical evaluations and follow-up appointments for youths and adolescents in Las Vegas. The second is for dental services at the Summit View Correctional Center.

There are representatives from the Departments to answer any questions.

Governor: I have no questions. Again, this is a routine matter to help the efficiency of the Department as well as expedite services to the client. Mr. Attorney General has no questions. Madam Secretary, any questions?

Secretary: None, thank you Governor.

Governor: The Chair will accept a motion to authorize and approve the provider agreements described in Agenda Item 4A and B.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I'll second it Governor.

Governor: The Secretary of State has seconded the motion. All in favor, say aye. [ayes around] That motion passes, 3-0.

***5. FOR POSSIBLE ACTION – VICTIMS OF CRIME FISCAL YEAR 2015
3RD QUARTER REPORT AND FISCAL YEAR 2015 4TH QUARTER
RECOMMENDATION**

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

The 3rd quarter fiscal year 2015 Victims of Crime Program report states all approved claims were resolved totaling \$9,266,310.19 with \$3,380,254.82 paid out of the Victims of Crime Program account and \$5,886,055.37 resolved through vendor fee adjustments and cost containment policies. The program anticipates future reserves at \$8.3 million to help defray crime victims' medical costs. Based on the projections, the Victims of Crime Program recommends paying Priority One, Two and Three claims at 100% of the approved amount for the 4th quarter of FY 2015.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: Let's move to agenda item number 5, Victims of Crime. Mr. Wells.

Clerk: Thank you Governor. This item is being brought to the Board of Examiners pursuant to NRS 217.260 which requires the Board to estimate the available revenue and the anticipated claims for the State Victims of Crime Program. The Board approved the recommendation to pay Priority 1, 2 and 3 claims at 100% for the first quarter of Fiscal Year 2016 at the September

Board Meeting. After that meeting, we identified that the fourth quarter requests had not been submitted to the Board of Examiners for approval. This item includes a report on the claims paid in the third quarter of FY '15, and a recommendation to approve the payment of Priority 1, 2 and 3 claims at 100% for the fourth quarter of FY 2015. There is a representative from the Victims of Crime Program available for questions.

Governor: Thank you Mr. Wells, I have no questions. Mr. Attorney General?

Attorney General: No questions.

Governor: Madam Secretary, any questions?

Secretary: No questions.

Governor: Hearing no questions the Chair will accept a motion to adopt and approve the Victims of Crime Fiscal Year 2015 Third Quarter Report and Fiscal Year 2015 Fourth Quarter Recommendation.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I'll second it Governor.

Governor: The Secretary of State has seconded the motion. All in favor, say aye. [ayes around] That motion passes, 3-0.

***9. FOR POSSIBLE ACTION – APPROVAL OF A CASH SETTLEMENT**

A. Department of Transportation (NDOT) – Administration – \$13,500

The Department requests settlement approval in the total amount of \$13,500 to fully resolve an appeal from an Award of Attorney Fees in an Inverse Condemnation Action, claiming that the planning of the I-15 South Design-Build Project (“Project NEON”) has caused various injuries. The proposed settlement provides for \$13,500 to be paid to NDOT by Ad America for partial payment of NDOT’s attorney fees and costs awarded.

Clerk’s Recommendation: I recommend approval.

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

B. Department of Transportation (NDOT) – Administration – \$800.00

Pursuant to Article 5, Section 21 of the Nevada Constitution, the State Board of Examiners shall examine all claims against the State.

The Department requests settlement approval in the total amount of \$800 to resolve an eminent domain action due to acquiring commercial real property, 315 square feet of land lying in the

City of Reno, owned and occupied by Mr. Bruce B. Miller. Mr. Miller indicated that some landscaping improvements in his backyard would be removed due to the project.

Pursuant to Article 5, Section 21 of the Nevada Constitution, 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.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We have already completed agenda items 6, 7 and 8. We will move to agenda item number 9 which is approval of a cash settlement for, first is the Department of Transportation, A and B.

Clerk: Thank you Governor. Agenda item number 9, there are two requests for approval of cash settlements for the Department of Transportation. The first is a revenue settlement for the State in the amount of \$13,500 from Ad America, which resolves an appeal of an Award of Attorney Fees in an action relating to Project NEON. The second request is a payment for \$800 to resolve an eminent domain action for the South McCarran Boulevard Widening Project, which would combine with the previous deposited amount of \$500, bring to a total of \$1,300 to resolve the eminent domain action. Director Malfabon and Mr. Gallagher are here to answer any questions.

Governor: Good morning gentlemen. I know these aren't a lot of money and we don't get these too often where we receive money. Let's talk a little bit about the item number A and the Ad America case. Mr. Gallagher or Mr. Malfabon.

Dennis Gallagher: For the record, Dennis Gallagher from the Attorney General's Office. Yes, Governor, this is somewhat unusual in that we're getting money back. This is a property owner that has multiple properties in the Las Vegas areas and had filed a number of inverse condemnation lawsuits against the Department. In this particular case, we had filed motions to dismiss, motions for more definitive statements and ultimately discovered that the entity did not even own the property at the time they claim there was a taking. We filed a motion for cost and fees, District Court granted it. There were some procedural issues on the other side with their counsel. They filed a notice of appeal. We participated in the settlement program before the State Supreme Court. We couldn't reach a settlement, a formal settlement, but reached a side agreement with the property owner to take a fraction of the award in lieu of dismissing the appeal. If by any chance they do not pay the agreed upon amount, we intend to go back and pursue the full amount of the award that the District Court granted the State.

Governor: Thank you Mr. Gallagher, what was that full amount?

Dennis Gallagher: A little over \$53,000.

Governor: Any questions Board Members, on agenda item 9A?

Attorney General: No questions.

Governor: Let's move to 9B.

Rudy Malfabon: For the record, Rudy Malfabon, Director of Nevada Department of Transportation. Governor, this is just a settlement for acquisition of property. We're doing a project collaboratively with the RTC of Washoe County on McCarran Boulevard. We dealt with several property owners and in these negotiations the property owners indicated there were some landscaping improvements that were affected, that they had to repair. We agreed to the settlement of \$800 in addition to what we were compensating him for his easement.

Governor: Thank you Director Malfabon. I wish they could all be like this. It's pretty straightforward and we've already covered it through the NDOT Board. Board Members, any questions with regard to agenda item number 9B?

Attorney General: No questions, thank you.

Governor: Madam Secretary, any questions?

Secretary: No questions, but thank you.

Governor: Hearing no questions, the Chair will accept a motion to approve the cash settlements described in agenda item number 9A in the sum of \$13,500 and in 9B for \$800.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I'll second it Governor.

Governor: The Secretary of State has seconded the motion. All in favor, say aye. [ayes around] That motion passes, 3-0. Thank you gentlemen.

***10. FOR POSSIBLE ACTION – APPROVAL OF A SETTLEMENT OF BREACH OF CONTRACT**

A. Department of Education – \$1,299,021

The Department requests settlement approval to accept goods and services from Measured Progress, Inc. in the total amount of \$1,299,021 to fully resolve a contract breach regarding the delivery of Nevada's 2014-15 Criterion Referenced Test of which the majority of Nevada's students were unable to successfully complete.

The settlement agreement requires Measured Progress, Inc. to reduce its fees by \$789,021 to \$1,867,328 and provide to Nevada a Science, Technology, Engineering, and Math Gauge tool to

help teachers integrate assessment items into instruction in middle school valued at approximately \$510,000.

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We'll move to agenda item number 10, which is the approval of a settlement of a breached contract for the Department of Education.

Clerk: Thank you Governor. Agenda item number 10 is a request from the Department of Education to approve a settlement with Measured Progress to fully resolve a contract breach regarding the administration of the 2014-2015 Criterion Referenced Test. Under the settlement the proposed value is \$1,299,021. There is no cash coming to the State. The settlement includes a reduction in the final fees owed to Measured Progress and also provides that Measured Progress provide a Science, Technology, Engineering and Math Gauge Tool to the State at no cost. Superintendent Canavero is available to answer any questions.

Governor: Good morning Dr. Canavero. How are you today?

Steve Canavero: Good.

Governor: Good. Will you take us through, I mean, this has been a subject of a lot of attention. Take us through how we got to this point.

Steve Canavero: Certainly. Thank you Governor. Interim State Superintendent Steve Canavero. In April it became apparent that Smarter Balanced and Measured Progress were not able to deliver the assessment to our pupils in the capacity contemplated in their contracts. Under the supervision and direction of then Superintendent Erquiaga and consultation with General Laxalt's Office, the State put both vendors in breach of contract. From April until August, August is when we settled the breach with Measured Progress, the terms of which are laid out here; we negotiated—as we continued to resolve differences, we negotiated with Measured Progress. Measured Progress continued to try to fix the system through April and May but they were at the end, unable to do so. So, approximately 30% of our students across the State were able to participate in the Smarter Balanced assessment last year. The reduction in fees that you're seeing here is approximately 30% of the total contract value for the Smarter Balanced services. Measured Progress does provide a number of other services to the State for assessments. So, we have been paying and will continue to pay for those services which have gone and that are consistent with the contract.

Governor: We will maintain a relationship with them? So, this is a narrow—it's really not narrow, but this was a piece of our relationship with them. The other portions they're performing to our expectations?

Steve Canavero: Steve Canavero. Governor, that's a good question. The contract is up with Measured Progress. We came before you a few months ago for approval of a new vendor to then take on, sort of these services if you will, to help facilitate the State Assessment System. Up

until the end of the contract, Measured Progress did deliver the science assessments in grades 5, 8 and 10. They developed and administered new end of course exams. They did the HSPE retest and the Nevada Alternate Assessment. So, for the 1% of our students with extreme disabilities that can't access the assessment, we have an alternative assessment. So, they performed those functions. It was the one line item and one aspect in the scope of work related to the Smarter Balanced Assessment and delivery upon their platform was the issue of the breach.

Governor: Do you think the settlement is fair?

Steve Canavero: Steve Canavero. I do believe the settlement is fair. We went through on an item by item, sort of on the scope of work and budget and we reduced those fees, if you will, consistent with the service that was provided. So, if it was around scoring and reporting, we reduced it by 30% because we know that 30%--or, we only paid for 30% because that's what we were getting, so we reduced it by 70%. We went through each of those items. We recognized that there was work put in and work to be paid for in advance and a set-up, but at the end of the day, I feel like it's a fair reduction in the rate. I think as a measure of good faith, this is a vendor who the State has had a relationship with over 10 years. As a measure of good faith as well, they offered and we agreed to accept the STEM gauge tool that's also referenced here, of approximate value \$500,000 that will help us in our middle schools transition to the new science standards that are in place now, the next generation science standards and providing teachers with curriculum supports and tools and formative assessments as well.

Governor: And, that's the technical pieces of it all, what about the jeopardy to the kids, the 70% that were unable to take the test?

Steve Canavero: Steve Canavero. We've issued a number of points on this and the Department is deeply apologetic to staff and schools as well as families and students who had to live through this. The back and forth, the entry into a computer lab only to have the assessment crash in the midst of it. Or, even the entry into the computer lab and then not being able to do this. As a measure, the State took an unprecedented step to issue a statewide testing irregularity to try to relieve some of the pressure that really surrounds this assessment. Our Districts take this very seriously. This is built into our accountability system. So, there are waves and ripple effects that we'll feel for some time, quite frankly, related to this. You know, as a parent myself and going through it with my own daughter and having her talk about this at the dinner table with me and how going into this computer lab unable to take the test. Coming back, taking it, not having the audio work. It was real on many fronts for me.

Governor: Thank you for that. So, going forward, we're feeling pretty good that we'll be okay next time?

Steve Canavero: Steve Canavero. So, we have worked and the State Board has taken a deep interest in this as well under President Wynn, we have a monthly update that we provide to the State Board in our readiness and I've represented to you and I will again today that we have a December 31st, sort of proof of concept or a proof point built into our contract, so we've learned from this experience. We've built into our contract with the new vendor, so on December 31, they have to be able to demonstrate that they can at scale and that scale is 50,000 concurrent users, deliver the computer adaptive test. This way we have an advance planning in place and contingencies in the off chance that they're able to demonstrate that. I was just on a phone call

yesterday, as sort of a monthly update with our vendor, staff is engaged with our vendor now on a weekly, if not day by day basis to check on the transition as well as standing up. They represented to me that they're in good shape. They've received the interim which is a small package of questions that they can then stand up on their system. They received those. They look like they're in good shape. There's two vendors here that make this whole thing work, so they're playing well together and they appear to be receiving the quality of material that will enable them to deliver, but we'll see.

Governor: Finally, we have the infrastructure and the bandwidth throughout the respective Districts to handle all of this?

Steve Canavero: Steve Canavero. I'm glad you asked that question Governor. That's been something that we have really tried to impress upon the State, our parents and the public that this is not—this was not an issue with our bandwidth. This was not an issue with our readiness. We had said that it was—Nevada was ready but our vendor was not. So, we have the data to suggest and to support that we have adequate bandwidth and where we don't have bandwidth our District Superintendents and our teachers and our principals made appropriate accommodations for those students to access; whether it's at a library or another school, the type of bandwidth that's necessary to carry about this assessment.

Governor: I appreciate your saying that. It was a bad situation and yes, the buck stops with the Department of Education, but clearly this was a vendor issue, that it wasn't able to provide the service that it represented that it could. I also appreciate you're doing all the due diligence now so that we will know months in advance that everything is going to work. Board Members, any further questions for Dr. Canavero with regard to agenda item number 10?

Attorney General: No questions, thanks.

Governor: Madam Secretary?

Secretary: No questions.

Governor: Thank you gentlemen. Hearing no further questions, the Chair will accept a motion to approve the settlement of a breach of contract in the sum of \$1,299,021 for the Department of Education.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I'll second it Governor.

Governor: The Secretary of State has seconded the motion. All in favor, say aye. [ayes around] That motion passes, 3-0.

***11. FOR POSSIBLE ACTION – TORT CLAIMS**

A. Estate of R. Robinson, B. Robinson, and G. Gillock and Associates –

TC 17303
Amount of Claim - \$400,000

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We'll move to agenda item number 11, which are Tort Claims. Mr. Wells.

Clerk: Thank you Governor. Item number 11 includes four claims for which the Office of the Attorney General recommends payment from the Tort Claims Fund. The first is the Estate of R. Robinson, B. Robinson and G. Gillock and Associates in the amount of \$400,000. The second to Dan Winder in the amount of \$195,000. The third to the Lambda Legal Defense and Education Fund in the amount of \$615,037. The fourth to the City and County of San Francisco in the amount of \$400,000. The Office of the Attorney General has provided representatives to answer questions the Board may have including Mr. Trutanich who is participating via telephone.

Governor: Thank you. So, I think we ought to, with this first one, just lay a brief record. This was a horrific case. I apologize to the family for what has happened here. I'm not sure who is going to do the presenting on this case.

Kimberly Arguello: That would be me, Senior Deputy Attorney General, Kimberly Arguello.

Governor: All right.

Kimberly Arguello: Thank you. This case involves the death of Dr. Robert Robinson. He was an 89 year old resident of the Nevada Veterans Home. Dr. Robinson was a doctor of optometry, a veteran and a former member of the Nevada State Assembly. A lawsuit was filed by his estate and by his wife, Betty Robinson, in Federal Court on July 14, 2014 against the Nevada State Veterans Home and its Administrator.

The plaintiffs asserted the following causes of action: deliberate indifference to serious medical condition pursuant to 42 USC Section 1983; violation of the 14th Amendment. Also pursuant to Section 1983, violation of the ADA and the Rehabilitation Act; medical malpractice; vicarious liability; gross negligence; wrongful death; negligent infliction of emotional distress; negligent hiring and training and supervision; loss of consortium; breach of contract and various declaratory judgement actions.

This case and these claims would normally fall under the State Tort Cap, however, with the Constitutional allegations, even if one is proven, it would subject the State to a judgement over the cap and to attorney fees and costs, including expert fees and also the Medicare lien.

The settlement that is proposed is for \$400,000. My office did extensive research regarding jury verdicts with similar facts, which revealed a range of between \$400,000-\$750,000. That amount may be subject to doubling pursuant to our NRS Section 41.1395, because Dr. Robinson is an older and vulnerable person. The possible jury verdict would then be increased by attorney's fees and costs of the plaintiffs, which we estimated to be about \$150,000. That coupled with our

own costs, hard costs regarding experts of approximately \$50,000 and our hundreds of hours of attorney time in taking this matter to trial makes this settlement of \$400,000, which is in the best interest of the State of Nevada. That settlement of \$400,000 includes all attorney's fees and costs and has plaintiffs responsible for their own Medicare lien. I can answer any other questions you might have.

Governor: Thank you. What I get from the memo that I have in front of me and from your presentation is, clearly this is not—this is simply a damages case. It's not a case, I don't believe that we should take to trial under any circumstances, not because of the exposure but because it's the right thing to do.

Kimberly Arguello: Absolutely. The other thing is this is an early settlement that can be accomplished during the lifetime of his wife.

Governor: That's another very important component. So, I appreciate the professional way that you've handled this case and bringing it to a reasonable and expeditious conclusion. Again, I don't know if any of the family members are present but I personally want to apologize on behalf of the State for this happening. Any other questions or comments from Board Members?

Attorney General: No questions.

Governor: Madam Secretary, any questions?

Secretary: No Governor, thank you.

Governor: The Chair will accept a motion to approve the Tort Claim in the sum of \$400,000 for the Estate of R. Robinson, B. Robinson, 17303.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I second it Governor.

Governor: The Secretary of State has seconded the motion. Any questions or discussion? All in favor, please say aye. [ayes around] That motion passes, 3-0. Thank you very much.

**B. Dan Winder – TC 17312
Amount of Claim - \$195,000**

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We'll move to agenda item number 11B, which is Dan Winder. If you would identify yourself and please proceed.

Ann McDermott: Yes, good morning Governor. My name is Ann McDermott, I'm Litigation Bureau Chief with the Office of the Attorney General. I believe that Nancy Katafias is, also she's our Tort Claims Manager, I believe she's also at the table up North.

Governor: May I interrupt you? Could you pull that microphone a little closer to you, I'm having a little trouble hearing you.

Ann McDermott: Certainly. Shall I start over?

Governor: Yes please.

Ann McDermott: Okay, very good. Thank you. Good morning, my name is Ann McDermott, I'm the Litigation Bureau Chief with the Office of the Attorney General. I'm here on the McCabe matter and I believe Nancy Katafias, our Tort Claims Manager is at the table up North, but I'm not able to see if she is.

Governor: She is.

Ann McDermott: Okay, thank you Governor.

Governor: I'm not sure who is going to make the presentation here. All right, if you would identify yourself for the record and please proceed.

Garrit Pruyt: My name is Garrit Pruyt. I'm a Deputy Attorney General.

Governor: All right, will you take us through this case please on the settlement?

Ann McDermott: I could go ahead and do that, Governor, from down here, as long as there's no delay or problem with the audio. So, this case is actually—it involves two lawsuits. One was filed in 2010, one was filed in 2014 and the cases were consolidated in Federal District Court. It involves claims of medical deliberate indifference and medical malpractice against the Nevada Department of Corrections.

It really involves the course of treatment. This particular plaintiff entered the Department of Corrections back in 1992. He makes claims of failure to treat, failure to provide surgery for spinal stenosis, beginning in 2002.

So, as I mentioned, the litigation then commenced in 2010, 2014. It is the medical indifference and so we've got a Civil Rights component to this. Then we also have medical malpractice claims. So, this is something that would ordinarily be subject to the cap, but given the Civil—excuse me, the Constitutional issues, it's been removed from cap limitations.

We think that it's—we certainly recommend that if you settled for \$195,000, excuse me—there's been extensive discovery in the 2010 case, the 2014 case hasn't gotten there, but extensive fees

and costs have already been expended by our side, by opposing counsel and it is cost effective for the State as a jury could award up to perhaps \$850,000 on this case.

Governor: You've anticipated my question because that's not in the memo that I have in front of me. So, that's what you estimated the exposure for the State to be is \$850,000?

Ann McDermott: Right. We looked at some other settlement valuations and jury verdicts and we found similar cases ranging from \$400,000 to \$850,000. Again, we've already got the hard costs of attorney fees, witness fees, expert witness fees of up to \$150,000 currently. That would probably be doubled if we go to trial. So, this is a significant lower percentage of exposure if we settle this today versus if we go to trial.

Governor: And you also, and you kind of said it but I just want to make sure we have it clear for the record. You do believe that this settlement is in the best interest of the State.

Ann McDermott: We do Your—excuse me Governor.

Governor: All right. Any questions from the other Board Members?

Attorney General: No questions.

Governor: Madam Secretary, any questions?

Secretary: No questions Governor.

Attorney General: Thank you Ann.

Ann McDermott: Thank you.

Governor: Hearing no questions the Chair will accept a motion to approve payment of the claim of \$195,000 as described in Agenda Item 11B.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I second it Governor.

Governor: The Secretary of State has seconded the motion. Any questions or discussion? All in favor, please say aye. [ayes around] That motion passes, 3-0.

**C. Lambda Legal Defense and Education Fund – TC 17304
Amount of Claim - \$615,037**

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We'll move to agenda item number 11C, which is Lambda Legal Defense and Education Fund. Good morning Mr. Howle.

Wayne Howle: Good morning Governor. Wayne Howle from the Attorney General's Office. I'm here this morning on an item that presents a claim for \$615,000--\$615,037 to be precise; payable to Lambda Legal. This payment is attorney's fees and costs that are necessary because of the litigation over same-sex marriage that began in 2012 and only concluded this year. The name of the case is Sevcik v. Sandoval.

Same-sex Marriage Proponents sued the State and three County Clerks in 2012. They claimed that Nevada's laws restricting marriages to same-sex couples violated the US Constitution.

Governor: Let me interrupt you real quick Mr. Howle, I apologize. I heard the click on the phone, Madam Secretary, are you still with us?

Secretary: Yes, I am still here.

Governor: All right. Excuse me Mr. Howle.

Wayne Howle: No problem. As I was saying, the plaintiffs in the litigation challenged both a Nevada State Statute and a Constitutional provision that required marriage be between persons of opposite sex. The plaintiffs argued that the laws violated the right to equal protection. The plaintiffs ultimately prevailed.

In 2012, the legal landscape looked vastly different than it does today. The State defended its laws in the Federal District Court and prevailed. During the appeal in the Ninth Circuit, legal developments really began to accelerate in the nation. By 2014, the handwriting was on the wall and the State's legal position was no longer supportable.

The amount that's presented for payment today is payment that reflects only the fees incurred in relation to the State's portion of this litigation. It's significantly discounted from the amount that plaintiff counsel had estimated the State was responsible for. And it's also significantly discounted even from a compromised figured that Lambda Legal offered to us initially.

So, on that basis, that it is a good compromise of attorney's fees that are necessarily paid, I recommend approval of this expense as required by federal law for a prevailing Civil Rights plaintiff.

Governor: Thank you Mr. Howle. I agree, I just want to explore what the coalition's contribution to all of this is. The way it appears, at least in the memo, is that the coalition isn't contributing anything. So, is there a separate agreement between the plaintiffs and the coalition for payment of attorney's fees?

Wayne Howle: I do not know if there is a separate agreement, but what I do know is that the coalition's contribution to the litigation is not accounted for in this compromise. This is only for the State's portion. Lambda Legal expressly removed any expenses incurred on account of the coalition in our final figure.

Governor: So, in other words, when we made the decision not to go further in the Ninth Circuit, all the money that was associated, legal fees that were associated with taking that case further are not part of this settlement?

Wayne Howle: That's correct. The coalition did continue on with the litigation. They even made appearances in the US Supreme Court. They petitioned for a rehearing in the Ninth Circuit. Those are not part of this figure that we're asked to pay today.

Governor: So, how did they apportion—what's the formula for apportioning the State's share and the coalition's share?

Wayne Howle: Well, I don't know any specific formula but we have had, from Lambda, the specific tabulation of their hours and there were over 2,000 hours attributable to the State's involvement in the case.

Governor: Mr. Howle, you can see where I'm going. I don't think we should be subsidizing the coalition in this case for any attorney's fees that they've caused. So you can represent today that you have full confidence that this is the State's share and that none of this includes what the coalition should be responsible for or for anything that happened after the State withdrew its brief in front of the Ninth Circuit.

Wayne Howle: Yes Governor. I can and do make that representation.

Governor: Okay, great. Any further questions from Board Members.

Jordan Humphries: Hi, it's Jordan here.

Governor: Who is that?

Jordan Humphries: It's Jordan Humphries.

Governor: I think you have the wrong number. [laughter] No, I'm sorry, who is this on the line?

Jordan Humphries: It's Jordan from [inaudible] Group. No, it sounds like I'm on the wrong call, apologies.

Governor: No problem sir. How in the heck did he get that number huh? [laughter]

Attorney General: I have no questions.

Governor: All right. Mr. Howle, anything else, do you think this is fair and in the best interest of the State to resolve this claim in this amount for \$615,000?

Wayne Howle: Yes, I do Governor and I recommend it.

Governor: Okay. And I guess the rudimentary math is about \$300 an hour, I don't know how much of this is cost and how much of it is attorney's fees.

Wayne Howle: It's approximately \$15,000 in costs and the balance is attorney's fees. It's actually an average billable hour of less than \$250. So, it's a fair fee.

Governor: And, do you think that the hours are fair? Did we put 2,000 hours into this case?

Wayne Howle: We did not. And, wouldn't have expected to. This was a very novel case, in 2012, when the plaintiffs developed the complaint, worked with 16 different plaintiffs to bring it forward. They put a lot of time into it and necessarily because it was brand new law. They were making law, as was happening all across the country. Our hours are not in the same amounts as theirs.

Governor: So, did—and perhaps I asked this already, but I just want to make sure that the coalition is also contributing in this case.

Wayne Howle: Well, Governor, I don't know if they're contributing, they're not part of this agreement.

Governor: No, I know that.

Wayne Howle: And, I don't know if they've had discussions with the plaintiffs. I can't make any representations about that. But those are not pertinent to our—our calculation of the State's responsibility.

Governor: I understand all of that. I just was asking to see if you had any other information.

Wayne Howle: I don't have any other information.

Governor: Okay. All right, Attorney General doesn't have any questions. Madam Secretary, do you have any questions?

Secretary: I do not Governor.

Governor: The Chair will accept a motion to pay the claim of \$615,037 to Lambda Legal Defense and Education Fund for attorney's fees.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I'll second it Governor.

Governor: Madam Secretary has seconded the motion. All in favor, please say aye. [ayes around] That motion passes, 3-0.

**D. City and County of San Francisco – TC 17311
Amount of Claim - \$400,000**

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We'll move to agenda item number 11D, which is the City and County of San Francisco, claim of \$400,000.

Nick Trutanich: Good morning Governor Sandoval, AG Laxalt, Secretary of State Cegavske, this is Nick Trutanich for the record, Chief of Staff of the Attorney General's Office. I believe Linda Anderson, Chief Deputy at the Attorney General's Office and Solicitor General Lawrence Van Dyke are present in Las Vegas and Carson City respectively to present some background on the case and the claims made in the San Francisco litigation. If there's questions related to the settlement or outside counsel, I'll address those.

Governor: All right, let's proceed please. Essentially in the same fashion as we have with the other three.

Lawrence Van Dyke: I'm going to go ahead and kick it off. Linda, do you want to give some of the background on the case?

Linda Anderson: Yes. Good morning Governor, Members of the Board. This is Linda Anderson from the Attorney General's Office down in Las Vegas. This is a lawsuit that was filed in the City of San Francisco in September of 2013. The causes of action stemmed from their allegations that Nevada bussed mental health patients to the City of San Francisco. They made quite novel and unusual claims for restitution that the individuals who Nevada believes were being sent home to their home state or to be with friends and relatives should have their costs covered by Nevada because they had received mental health services here.

Nevada has been very much contesting this litigation. We had to hire outside counsel, of course, we're not licensed in California to practice law and have defended this quite strenuously. As part of the settlement, we are still not making any admissions that we did anything wrong. I'm not sure that we even understand the claims that are being brought, but as will be explained by the other Deputies who are here today, we believe this is an appropriate settlement for the State because of the high costs involved in trying to defend this litigation in California.

Nick Trutanich: And, let me add to that, thank you Linda. Governor, this lawsuit was brought as you know—

Governor: Is this Mr. Trutanich?

Nick Trutanich: Yes.

Governor: Okay, just for clarity of the record, thank you.

Nick Trutanich: Yes. As you know, this lawsuit was brought in late 2013, thereabouts in September. The Attorney General, when he took office in January of this year, took a proactive management and litigation strategy on this case, to one, reduce outside counsel spending and two, increase litigation risk for the City of San Francisco by filing a cert petition in the United States Supreme Court. That is important because—and also, I'm sorry, a part of that also was to build a coalition of 40 states in support of our cert petition asking for review of the California Supreme Court's rejection of our outside counsel's appeal.

That petition by the California Supreme Court came down in December 2014. We filed our cert petition in March of 2015 and there was a decision by the United States Supreme Court on a, what I'll call, a sister case. The California Franchise Tax Board vs. Hyatt, in which the exact same sovereign immunity issue that our office was raising in the cert petition was granted for review at the United States Supreme Court. With that uncertainty, I believe that San Francisco came back to the negotiating table, significantly reduced its earlier offers for settlement. This settlement for \$400,000 not only gives the State certainty about what it might incur in outside counsel fees leading up and to an ultimate Supreme Court decision in that sister case. It also is much lower than initial settlement demands and much lower than demands—or, excuse me, prior offers made in this case.

I will also note Governor, that in this case, there were \$2,000,000 in outside counsel that were incurred in the 13 months prior to AG Laxalt taking office. Since we've been in office in January 2015 to today, approximately \$100,000 has been spent in outside counsel. So, that's about 5% of the cost in the 10 months that we've been in office. We've made extra effort to ensure that we were judicious in spending outside counsel and took a lot of the laboring work, thanks to the Solicitor General of the brief writing for the two briefs that we submitted to the Supreme Court of the United States. We were very mindful of taxpayer dollars in that instance.

Governor: All right. Thank you Mr. Trutanich. I just want to be clear. There were two cert petitions filed to the Supreme Court, one in the instant case that was denied, correct?

Nick Trutanich: That's correct, but an important key part of that is, both issues—an important part of that is, our office built a 40 state coalition along with the cert petition that was actually granted. Without both cases presenting the same exact issue to the United States Supreme Court at the same exact time and 40 states coming together and ask [inaudible]—the Attorney General asking the United States Attorney—or, excuse me, the United States Supreme Court to grant certs on one of the two cases. I don't believe that either of the cases would be granted. So, ours was ultimately unsuccessful at the Supreme Court, but our sister case, California Franchise Tax Board vs. Hyatt was granted.

Governor: So, it's your position that even though our petition for cert was dismissed that you could use the law of the case from a different matter?

Nick Trutanich: Exactly. We had not—our—the reason, and the Solicitor General can add light to this, but the reason our case had not been granted or at least held at the Supreme Court was because there was a vehicle problem. The issue about sovereignty—is what they call a vehicle problem at the Supreme Court. Essentially the issue of sovereign immunity was not properly keyed up in our case. If, for example, the Hyatt case ultimately were to be decided on the sovereign immunity issue in a way that was favorable to Nevada, we believe that precedent that the United States Supreme Court could have affected the case that we’re engaged in with San Francisco. The reason that this settlement is warranted however, despite the fact that the Supreme Court could ultimately decide in a way that favors Nevada is one, it shuts off the spending on outside counsel so that the State no longer has to pay outside costly counsel in this case. And two, it gives certainty to the amount of money that the State will ultimately be paying because of the lawsuit by San Francisco.

Governor: Thank you. I agree with you. I mean, I guess, shifting gears here a little bit here, I’m not real happy about the amount of fees that have been charged by this outside firm. This was a firm that was selected by the Attorney General’s Office prior to General Laxalt coming into office, correct?

Nick Trutanich: That’s correct.

Governor: Do you know how that selection was made?

Nick Trutanich: I believe that the need for outside counsel in that case is because it was a firm located in the City of San Francisco. There were many licensed attorneys that knew the Judges and knew the Courts in our office at the time. I believe the Attorney General then decided that this was the best course of action for the State. Obviously, if you’re going to make a decision like that, I believe that you also need to be mindful of the costs and reviewing outside counsel bills. I can tell you our Administration, AG Laxalt’s Administration has been very mindful of those monies spent. We personally go through the bills, cut where there’s excess, negotiate the bills down. We’ve been successful in spending 5% of what was spent in the first 13 months of this litigation during our 10 months in office.

Governor: I don’t know specifically, but I had hoped there would be some reduction in this case because \$2M to file a motion to have it denied at the Superior Court level and then have it denied at the Appellate Court level and then both the Supreme Court levels, that’s a lot of money. In any event, what’s done is done in terms of what we’ve paid on our side of the ledger. Let’s move over to the other parts of the settlement because I know we’re talking today about the payment of \$400,000 and Ms. Anderson, you know this, there’s another important component to this settlement and a recognition that this is a mutual settlement. That the City of San Francisco also had its own bussing program and in fact, it had a name for it called Homeward Bound. What I like about this settlement is that now as part of it, they will require that both entities, the State of California and the State of Nevada collaborate when patients or clients are coming back and forth. So, that’s something that there really wasn’t ever recognition of is the fact that there were patients moving both ways.

Again, I want to thank the City of San Francisco for its recognition for that piece of this. So now if there is somebody in Nevada who we have cared for and they want to go home or be with a loved one, we will ensure that there is a care plan for them and we will notify the City of San

Francisco when that person is going to arrive. On the other hand, when the City of San Francisco is sending somebody to Nevada, the City of San Francisco will notify our healthcare providers and let us know what their care plan is going to be as well.

I frankly think that this settlement should be a model for the country. [end of tape 2] So that we can resolve this once and for all and so that we don't have these naked allegations of Greyhound therapy and bussing and all those things because clearly, most sides were doing it with good motive and good intent in mind in terms of making sure that these folks that are in a strange place can get the care that they need, where they are once they've been brought to a condition that they're able to go home, that we can make sure they can get home and get the best care and attention that they can have. Ms. Anderson, I don't know if you were responsible or part of that, part of the negotiation on it.

Linda Anderson: Actually the Division of Public and Behavioral Health really should be the one that takes the credit in terms of the fact that they have really improved their process. While we don't believe anything was being done incorrectly before, we do recognize that better communication, better protocols are actually going to help all folks that come to Nevada to make sure the services are in place. I really give my hats off to Richard Whitley and his group for making those kind of agreements and arrangement with the City. And, we've extended this beyond because we do want to be, as the Governor has said, a model for others in the future.

Governor: Dr. Green and Mr. Whitley or Director Whitley are here. I don't know if you care to comment on anything that I've talked about, but I think that it's appropriate given what has happened before now and where we are now in terms of the progress that has been made and the relationships that we've developed with other jurisdictions. Director Whitley and Dr. Green.

Richard Whitley: For the record, Richard Whitley, Director of Health and Human Services. I think you said it very nicely in terms of where we've landed. I think beyond what Deputy Attorney General Anderson indicated with the City of San Francisco, we also have agreements with the State of Oregon and the City of Sacramento. So, out of this, we have, without lawsuit actually, developed these reciprocal relationships for transfer.

I would add that whenever an issue gets identified in an agency or in a process, you start looking and you do find opportunities for improvement. So, the level of review of that facility has only served to make it better. Better for the citizens of Nevada, particularly in Las Vegas. All of our facilities are licensed, certified by CMS, and joint commission accredited. They've gone through processes of review. Our policies are in place to ensure the safe and appropriate discharge of all patients. So, that really goes to the staff that we have and to the work of the Governor's Behavioral Health and Wellness Council. A big effort that was done with that Council was to review the detail of what goes into providing services for behavioral health clients. The goal is to prevent the crisis. The goal is to keep people who are mentally ill stable and out of the hospital. We continue to make strides in that way but we're here today, both Dr. Green and I to assure you that the processes are in place for safe and appropriate discharge from our hospitals.

Governor: And not only discharged, but again, the notification when a patient is coming our way. So, will we get a phone call or some type of electronic communication that there is an individual or a patient that's coming from another jurisdiction?

Richard Whitley: For the record, Richard Whitley. If it's planned, but as you know, people who are mentally ill are free to move about until they're at a point where they're a danger to self or others requiring an intervention. So, you know, I think putting all of this in place does serve when we're knowledgeable about people who are working to relocate or to move. As individuals maybe decide to travel on their own and not inform their care provider, they may end up in our State or likewise in another state. But, I think this assurance of having the communication that works two ways—and that works two ways with the City of Sacramento and the State of Oregon as well. It does, I think, serve us well to keep the lines of communication open.

The other thing that we've been doing is actually, in addition to our policies, we review for compliance of our policies. Then we review our data on a regular basis, just to see if there are any trends of people coming from any particular community or particular state and to more proactively engage in those discussions to see what we can do to maybe prevent any future crisis of discharge.

Governor: Thank you Director Whitley. I don't know Dr. Green, you've lived through all this. I truly want to thank you for your leadership in bringing us to where we are now. I don't know if you have any comments.

Tracy Green: Great, for the record, Dr. Tracy Green, Chief Medical Officer. Just want to say thank you Governor for that acknowledgement and Members of the Committee, I don't really have anything in addition to add, but thank you.

Governor: Thank you very much.

Nick Trutanich: Governor Sandoval?

Governor: Yes.

Nick Trutanich: This is Nick Trutanich again for the record. I did want to put one more thing on the record and that is that this is a tentative settlement subject to the approval of both this Board and the Board of Supervisors in San Francisco, with final approval resting at the Court. Also, in July, our Office asked for increased authority of the contract to pay back bills, dating back into 2014, and I believe that there's approximately \$20,000 left on that authority. We may ultimately have to see this case one last time to wrap up the final litigation costs, but we certainly hope not.

Governor: Thank you Mr. Trutanich. That's another point to why it's a good, I think, it's a good settlement now is that, I mean, procedurally, all we've done is lost on a motion to dismiss. So, there could be a lot of litigation to go. So, I think it's in the best interest of the State from a tort exposure standpoint, attorney's fees standpoint and also, doing a fair result as I just talked about in terms of what the agreements are with the other—with particularly here in the City of San Francisco. Again, I don't know if San Francisco is listening, but I want to thank them for their willingness to resolve this case at this time. That shows leadership on behalf of the City Attorney there who brought the case, as well as the entity that will ultimately approve this settlement. Thank you.

All right, Ms. Anderson or Mr. Trutanich or anyone else associated with the Attorney General's Office, is there any further presentation with regard to this Agenda Item?

Nick Trutanich: Nothing from Nick Trutanich Governor.

Linda Anderson: No thank you Governor.

Lawrence Van Dyke: Governor, Lawrence Van Dyke, Solicitor General from the Attorney General's Office. I just wanted to elaborate a little bit on what Nick Trutanich said earlier. Because there are two approvals that come after this and we want to make sure that our approval from the Board here is contingent upon getting final approval from both the Board of Supervisors in San Francisco and from the Court. So, my understanding is that, this Board can approve these things contingent upon other things happening. Maybe could speak to that, but my understanding is they can do so and I would urge the Board to do that, to ensure that San Francisco and the Court—that we get those other approvals, so our approval isn't hanging out there with those approvals. Thank you Governor.

Governor: Thank you. I agree. I think we've done this before from this Board is that we have approved settlements here subject to the approval of other entities and in this case, specifically the City of San Francisco, as well as the Court. I can be pretty confident that the Court is going to approve this if both the parties have approved it, but do you know when that meeting for the City of San Francisco is scheduled?

Lawrence Van Dyke: Governor, Lawrence Van Dyke. Nick, I think Nick knows more specifically what the date is.

Nick Trutanich: Governor Sandoval, Nick Trutanich for the record. There is a hearing tomorrow in the San Francisco Court related to this settlement. It's actually a case management conference. It's scheduled for tomorrow. I believe there's another hearing date tentatively scheduled in December. We, in collaboration or consultation with the City Attorney, I believe they anticipate approval some time by the end of the year, by their Board of Supervisors and then Court approval will follow shortly after that.

Governor: Is the Court going to stay all proceedings pending that settlement so that we're not running up the clock on attorney's fees?

Nick Trutanich: We have been aggressively pursuing stays through AG Laxalt's administration. Currently we're operating under a stay and we anticipate that that stay will stay in effect until the Board of Supervisors approves in San Francisco and then the subsequent hearing at the Court.

Governor: Okay. And I don't want to belabor this and I apologize Madam Secretary because I know you're hanging in there with the time. Last question, I promise is, do you have any indication from the representatives of the City of San Francisco that they're relatively optimistic that they're governing body is going to approve this settlement?

Nick Trutanich: Yes. They did not want to speak for the Board of Supervisors, obviously before that Board met and convened on this issue, but they will certainly be recommending to the Board that this settlement is appropriate.

Governor: All right. Thank you Mr. Trutanich. Mr. Attorney General, any questions?

Attorney General: No questions.

Governor: Madam Secretary, any questions?

Secretary: No questions Governor.

Governor: All right. Hang in there. All right. Hearing no questions the Chair will accept a motion for approval of the claim of \$400,000 for the City and County of San Francisco, subject to approval by the governing body of the City and County of San Francisco and the responsible Court.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I second it Governor.

Governor: The Secretary has seconded the motion. Any questions or discussion? All in favor, please say aye. [ayes around] That motion passes, 3-0.

***12. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We'll move to agenda item number 12 which are Leases, Mr. Wells?

Clerk: Thank you Governor. There are six leases in Exhibit Number 1 for approval by the Board this morning. No additional information has been requested from any of the members.

Governor: All right. I have no questions on this agenda item. Mr. Attorney General, any questions?

Attorney General: I have no questions.

Governor: Madam Secretary, any questions?

Secretary: No questions Governor.

Governor: The Chair will accept a motion for approval of the Leases described in agenda item number 12.

Attorney General: Move to approve.

Governor: The Attorney General has moved for approval, is there a second?

Secretary: I second it Governor.

Governor: The Secretary of State has seconded the motion. Any questions or discussion? All in favor, please say aye. [ayes around] That motion passes, 3-0.

***13. FOR POSSIBLE ACTION – CONTRACTS**

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

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: We'll move to agenda item number 13 which are Contracts, Mr. Wells?

Clerk: Thank you Governor. There are 31 contracts listed in exhibit 2 for approval by the Board this morning. Members have requested additional information on the following: Contract number 1 between the Office of the Attorney General and Bancroft PLLC. Contract number 2 between the Office of the State Treasurer and Mackay Shields. Contract number 3 between the Office of the State Treasurer and Hirschler Fleischer. Contract number 7 between the Department of Education and the American Institutes for Research in Behavioral Science. Contract number 12 between Department of Health and Human Services, Division of Healthcare, Financing & Policy and the Division of Welfare and Supportive Services. Contracts 16 and 17 between the Department of Health and Human Services, Division of Public and Behavioral Health and UNR and UNLV. Contract number 28 between the Silver State Health Insurance Exchange and KPS3, Inc. The Board has already approved contract number 31 between the State Treasurer and Neil Weisman.

Governor: Thank you Mr. Wells, let's proceed with contract number 1. That is the Attorney General's Office and Bancroft.

Nick Trutanich: Good morning again, Your Honor—or good morning again Governor and the rest of the Members of the Board. This is Nick Trutanich for the record, Chief of Staff at the Attorney General's Office. This is a \$10,000 contract which is limited in scope related to the lawsuits filed against the ESA law. That's Ruby Duncan et al vs. the State of Nevada et al and Lopez et al vs. Schwartz et al.

This contract provides for an initial evaluation by Bancroft to address how to proceed in the litigation. It's for \$10,000. It's a fixed and discounted fee. As you know, Governor, the ESA law is both creative, it's innovative and its ambitious and national groups are looking at this law to oppose parental choice and have focused significant resources on attempting to get our law struck down. After careful examination by the lawyers in our Office, the conclusion was made that the best way to defend this State in ESA's law was by partnering with a national renowned appellate constitutional counsel, Paul Clement. Paul Clement is a former United States Solicitor General. He's a member and partner of the Bancroft firm. He's argued over 75 cases before the United States Supreme Court; multiple arguments in various Supreme Courts and Appellate Courts throughout the United States and has argued more cases in the United States Supreme Court than any other lawyer since 2000. He's currently defending—Mr. Clement is also currently defending similar programs against similar challenges in both State and Federal Courts in this country right now. As part of the AG's effort to defend this program, we retained Mr. Clement and his law firm at a fixed and discounted fee of \$10,000 to provide that immediate evaluation.

I will note that there is a subsequent contract which would be the subject of a later Board. I'm sure there are some questions from you Governor, that's the gist of what this contract is about.

Governor: Thank you Mr. Trutanich. Obviously, under no circumstances would I question the experience and the success of Mr. Clement. He's certainly a historical figure and somebody that is worthy of the respect and description that you provided. I guess you're touching on some of my questions. I obviously—this is an important issue for the State, but I guess you will agree, there's no tort exposure for the State associated with this case, correct?

Nick Trutanich: That's correct.

Governor: And, it's venue—I guess there are two cases. There's one venue in Carson City and one venue in Clark County?

Nick Trutanich: That's right Governor, it's two different cases.

Governor: All right. And, right now, the issue is the interpretation of the Nevada Constitution and with regard to the Blaine Amendment?

Nick Trutanich: Well, there's the claims filed in each of the cases, I mean, they're largely similar, but yes there's an issue with respect to the Blaine Amendment. I don't want to get too far into the legal issues because I don't want to reveal in a public setting legal strategy about what we're going to do. We're in attorney/client privileges. I want to be very mindful of that, but yes, there are issues raised in the claims, in both of those, that address the Nevada Constitution and the Blaine Amendment.

Governor: I understand perfectly and under no circumstances would I seek to have legal strategy or what have you or attorney/client privilege discussions exposed in a public meeting. I guess my point being is that, the complaints in this case are public record and the nut of the case is the interpretation of the Nevada Constitution, vis-à-vis, the law that was passed during the legislature for Education Savings Accounts.

Nick Trutanich: Yes Governor. Some of those similar laws passed in other states are currently—Mr. Clement and Bancroft are dealing with now, which are exclusive to their respective State Constitutions are up for review at the United States Supreme Court, including one in Colorado where a cert petition has been filed. Because of the landmark nature of Nevada’s ESA Program, the eyes of the nation are looking at the program and some of those eyes want this law struck down and others want to follow Nevada’s lead. So, the best opportunity for success, we believe was to retain Clement, who is experienced in this area, who is experienced in constitutional law to give us a recommendation as a path forward and then I assume at a subsequent BOE, we’ll be discussing what the cost of that path forward might be.

Governor: Does Mr. Clement have experience with the Nevada Constitution?

Nick Trutanich: I’m sure Mr. Clement has experience with the Nevada Constitution. I’m not aware whether or not he’s argued a case in Nevada or not, but the issues presented in this case are not novel and exclusive to the Nevada Constitution. They are being addressed in other jurisdictions, in other states throughout the country and those laws and Mr. Clement’s representation in those cases are currently being reviewed by the United States Supreme Court. So, there are national implications to what Nevada’s Constitution says, to what Colorado’s Constitution says, to potentially in the past, what Florida’s Constitution says.

Governor: All right. You can’t see this Mr. Trutanich but Mr. Van Dyke is indicating he wants to speak, so please proceed.

Lawrence Van Dyke: Governor, Lawrence Van Dyke, Solicitor General and Attorney General’s Office. To respond to a little more fulsome to a couple of your questions. As far as, and again, we don’t want to get too much into this to divulge litigation strategy and such, but as far as there being Federal Constitution issues. One of the questions—you know, Nevada has its own Constitutional Provisions including the Blaine Amendment that you mentioned earlier. A lot of those provisions are similar from state to state and the majority of states actually have similar provisions in their constitution. These have been litigated with mixed results in various states. One of the perennial questions that’s raised is, are there limits, federal constitutional limits on how those state constitutions provisions can be interpreted. So, there are sort of, in some ways, federal constitutional questions tied up in some of these state constitutional questions.

Also, to the extent, speaking of Bancroft and Clement’s experience as far as the Nevada Constitution, I think that, again, because a lot of times, what states will look to, because as is the case here in the Nevada, there’s just not a lot of Nevada Case Law on these type of provisions. They’ll actually look to how other states have interpreted those provisions, similar type provisions in their State Constitutions. So, we do think that Mr. Clement and Bancroft’s experience in litigating these types of issues from other State Constitutions is very relevant here.

Governor: I guess I’ll ask kind of a different question, don’t you want to do this? You’re the Solicitor General.

Lawrence Van Dyke: Absolutely. Absolutely Governor. And again, Lawrence Van Dyke, and I am doing it. We are working, as I think Nick said from the beginning, we are working hand in hand. In fact, one of the things I think that Nick didn’t mention, we have a very discounted rate.

I think part of the reason we have such a discounted rate from this national counsel is because of the fact that we're obviously doing a lot of the work. So, this is a collaborative effort. This is sort of a, doing everything possible to defend these laws, but obviously more minds is better and I think our goal is to do the very best job possible defending these laws and with that—so, this isn't an either or, this is us working along with them and taking advantage of their expertise but also our expertise.

Governor: So, Mr. Trutanich in his remarks said, this contract is for consultation, but you're basically saying and he has said, you're seeking to partner with Mr. Clement and his firm on an ongoing basis. I don't know what a discounted rate is, what is a discounted rate?

Nick Trutanich: So, Governor, to be more specific, this is Nick Trutanich again for the record. To be more specific, our office sent a subsequent contract to this \$10,000 contract yesterday, to the Budget Division, retroactive for the past week. Essentially what that contract is for is for a fixed fee, at the District Court of \$285,000 and it's essentially for all litigation from the moment that the complaint was filed until Friday. \$285,000 and Governor, you made this point with respect to the City of San Francisco case, there was \$2 million incurred by prior outside counsel before we had even filed an answer in that matter. This is \$285,000 from inception to trial at the District Court. So, although it is a sizeable amount of money, to retain the constitutional expertise of Paul Clement, it certainly is well worth it because it gives us the best chance of success at this case. Not only to Nevada parents for their clarity and expediency on this issue, but they also deserve the best possible defense that the State can reasonably afford. It's the opinion of the Attorney General that in this matter, the \$285,000 for that portion of the contract, which will be before the BOE at a different time, obtain that goal.

Governor: You're seeking to get this money from the Statutory Contingency Fund, correct?

Nick Trutanich: That's correct.

Governor: And, do you have money in your own budget to pay for this?

Nick Trutanich: No Governor, unfortunately we don't. We have often times, when we seek to retain outside counsel, we will whenever possible use our own budget. An example comes to mind from June where your Office had asked us to get an opinion on an issue. I won't go into that issue, but we paid for that out of our operating budget and did not ask the Statutory Contingency Fund to supplement it. So, whenever possible, we do, but in this case, it's just too much from our budget that we can't afford. So, since the Statutory Contingency Fund is there for this reason, pursuant to State Law, we have opted to ask the Board of Examiners to approve this contract for the \$10,000 amount and then subsequently for the \$285,000 amount.

Governor: Mr. Wells, how much do we have in the Statutory Contingency Fund?

Clerk: Governor, I believe there is a little over \$1.6 million in that account for this biennium.

Governor: \$1.6 million?

Clerk: I believe so.

Governor: And your budget can't handle any of this Mr. Trutanich?

Nick Trutanich: Unfortunately, it can't.

Governor: I mean, I know that we have used this fund previously and in fact, we used it for the San Francisco, correct? I just don't recall us ever using the Statutory Contingency Fund for a legal case that doesn't involve exposure to the State or toward exposure, I would say. Here's my concern and I'm not trying to make this difficult. We need the best representation that we can have. If you feel that you need that outside of the Office, so be it. I always worry because I've been here with regards to this Contingency Fund which is also the fund for Wildfires, Floods, Natural Disasters, when things of a huge nature come up. The San Francisco case, that's part of my frustration going back to that, is that drained a lot of our money and then we had to go to IFC, did we not, to have to supplement the Contingency Fund here. So, every time we draw for legal fees from this Contingency Fund, it means we have less money in the event, god forbid, in the event that we have a wildfire or some natural disaster. So, now we're in for \$10,000 and now we'll be in for another \$285,000. That's where we are.

Nick Trutanich: Governor, if I may?

Attorney General: Nick, actually, if I could jump in here. Governor. I would just say that being in this office now for almost 10 months or I guess over 10 months, it is surprising that the Attorney General's budget does not have any built in capacity to be able to hire outside litigation counsel for major cases that may affect the State. Obviously this ESA case is novel to our State as the Solicitor said, there isn't any law on the books in our State. The ACLU which has sued the State has national litigators. They got this giant team that they're going to implement. So, believe me, if we could pay for it ourselves, we would. Frankly, I'm surprised, given the nature of litigation in 2015 with complex matters and how these things, you know, we go to gay marriage for example. These issues come up and they're novel and for whatever reason, something I could surely look to for my next budget, there isn't any built in capacity for the Attorney General to determine that we absolutely need to hire outside counsel to supplement whatever effort we may be doing.

So, I just want you to know, we don't take this lightly and I understand it's a lot of money. I can say that there are a handful of attorneys in this State that charge \$1,000 an hour, which you probably know and it may surprise the public. A gentlemen with the resume of Paul Clement is a \$1,500 an hour plus type attorney. Their willingness to join our State at this massively cut rate is a great deal for our State. It's something that we just could not obtain with this level of counsel without their willingness to understand we're of limited resources and understand that we have small pots of money to be able to fight these types of cases.

So, again, we do not take this lightly. We heard loud and clear from the Treasurer, all parties involved, that we have to defend this fully. We have a team that we dedicated to this from day one. We think it's a great team, they can understand all the issues and having the expertise of Paul Clement at this very discounted rate gives us the absolute best shot to win this case and is something that again, I think we need, the State needs to be able to defend this case to its fullest.

Governor: Again, I get it. Here's a great lawyer. Wayne Howle, how many cases have you argued in front of the United States Supreme Court. Just one, but—[laughter] Just—yeah, he

won too. [laughter] I've made no secret of it. I want this case to get to the Nevada Supreme Court as soon as possible. I don't want to have to wait to go through a trial. I want to see, if we do retain Mr. Clement for him to explore, if there's a procedure for us to get some type of writ to get this to the Nevada Supreme Court so that it could hear it. If he could stand in the well and argue the case and do it as soon as possible. We just approved over a half a million dollars in cost for the Treasurer today, so we've got that money hanging out there. Mr. Hewitt didn't know but I've been told that there are over 2,000 parents that have their kids enrolled in private school that have, right now, that are counting on this going through. So, I really want to see a prompt resolution of this. As the Attorney General said, there are a lot of people out there that are counting on a decision here and this could have national implications. That would be my request. You might disagree or agree with me on that piece of it, but I would hope even if we do go to trial that we can get these two cases consolidated, that we can seek expedited review from the District Court Judges and have them get this briefed up and get it argued. I can't believe there'd be much discovery to be done here. This is an interpretation of our Nevada Constitution. Again, I guess that would be my request, if I'm going to approve this. That we move on this as quickly as possible.

Attorney General: Governor, I would just say, obviously we don't want to get too much into litigation strategy but since we're just a few days away, I'm happy to share, we are going to seek expedited review. This is now eminent and we are moving as absolutely fast as we possibly can. Given the complex nature of this matter, some of these litigations can take a very, very long time. Not months, years. We believe we have a good case. We believe we have the team, with the addition of the Clement folks, they can give us the best chance to expedite this through the system as quickly as possible. Again, we believe this is in the best interest of the State.

Governor: Madam Secretary, I don't know if you've been following all this, do you have any questions? I know this is an issue of interest to you as well.

Secretary: Yes Governor, thank you so much. It certainly is and I do appreciate all the comments of both you and the Attorney General. I've been watching this, listening to it asking questions along the way. So, thank you very much for all the additional information that was brought forward today and when you're ready for a motion, I'll be more than happy to make it.

Governor: All right. Anything else Mr. Van Dyke?

Lawrence Van Dyke: Nothing Governor, thank you.

Governor: Mr. Trutanich?

Nick Trutanich: Yeah, one last point, Governor. That is, on other matters, there was one question about whether we had the operating budget to sustain these contracts. I will say that in other matters of significant importance, like for example, Yucca Mountain, this office has historically retained outside legal representation and the legislature has, in advance of an upcoming biennium, set aside money, appropriated money, for outside counsel in that area because it's so important for the State. Obviously that wasn't possible in this case, or with the ESAs because the ESAs were signed into law near the end of the term, of the session, so there wasn't money set aside. So, for that reason, we believe that the Statutory Contingency Fund is the appropriate place for [tape cut] --to request funding for this.

Governor: I hear where you're coming from. I don't know if I actually agree with you, but I'm going to support this. Hearing nothing further, or I guess that's just this one. So, we'll continue to move on. Any other questions or comments on contract number 1. Thank you.

Nick Trutanich: Governor, I'm wondering if I can drop off because that's the extent of what I need to present on. This is Nick Trutanich for the record.

Governor: Oh, yes. Thank you. We have two international phone calls I guess calling in.

Nick Trutanich: Thank you.

Governor: Thank you Mr. Trutanich, if you're spending time with your family, thank you for your public service and willingness to participate today.

Nick Trutanich: Thank you Governor.

Governor: Thank you. Mr. Wells, next contract?

Clerk: The next contract Governor is contract number 2 between the State Treasurer and Mackay Shields.

Governor: More attorney's fees. I guess that's a different one isn't it. Yeah, next one. Why don't we take both of those, 2 and 3, Mr. Hewitt.

Grant Hewitt: Grant Hewitt for the record, Chief of State at the State Treasurer's Office. On agenda item number 2, I'll have Chief Deputy Hagan speak to this.

Tara Hagan: Thank you. Governor, Members of the Board, Tara Hagan for the record. This is the third such investment management contract that you've seen. Just by way of background, in May, the State Treasurer's Office provided the Board of Finance with information on the request for proposal and the selection process for outside investment management, specific to fixed income portfolios, so various fixed income portfolios within the Treasurer's purview. Through that recommendation, the Treasurer's Office did in June to the Board of Examiners, bring forth one contract for the management of the local government investment pool. And, in addition, we had identified two managers for the general portfolio. One was brought forth in June, which was approved which was Chicago Equity Partners. So, this is the second contract for management within the general portfolio. Let me just pause when I say, a portion of the general portfolio. So, we have a little over \$1 billion that we consider operating portfolio that we manage in-house and we keep that shorter in fixed income duration, obviously to pay expenditures, so more 30-60 day duration.

When we look at what we call, in two separate accounts, also the core account, and we've kept these separate throughout my term, three years here at the Treasurer's Office, and we were looking for expertise for outside fixed income managers for both Chicago Equity Partners and now today the Mackay Shields. That's to bring out that duration of the \$600 million plus eventually. A little bit longer in duration, also, they have expertise in certain fixed income categories that staff does not, such as asset backed securities, corporate bonds, in addition to mortgaged backed securities.

So, with that, we are looking for adding the second manager, so we have some diversification within that general portfolio. We're happy to report that we did have FTN, who is the manager of the local government investment pool, they started in July and has since nearly tripled the return within the local government investment pool. Chicago Equity Partners started positioning the portfolio in August and we started benchmarking them in September. As of the end of September, they are at 1.66%. To give you a little bit of idea as of the core portion, June 30 was 1.11%. So, we have been pleased within this short amount of time with the performance of Chicago Equity and will be reporting that line item to the Board of Finance in November.

Governor: So that includes their fee as well, so if you subtract out their fee, we're still making more money than we were before.

Tara Hagan: Yeah, thank you Governor. Excellent question. In fact, like I said, we provided them with \$200 million in cash in which to position, and as of the end of September, they were a little over \$300,000 to the positive.

Governor: Great, that's good news. All right. I have nothing further, let's move to Contract 3. I'm going to start moving a little faster here. Mr. Hewitt, and I guess you don't even need to make a presentation. So, this is simply the retention of an outside law firm for up to \$400,000. The money is going to be taken out of the College Savings Trust?

Grant Hewitt: Grant Hewitt for the record. That's correct. It's \$400,000 over four years. It's \$100,000 each year that has to be reapproved by the College Savings Board each year. So, in the contract, if the College Savings Board after a year says, we're done, then it backs out and we're only on the hook for the \$100,000. This is to protect the over \$16 billion we have in assets under management in the college savings world. And, the approximately 700,000 College Savings Accounts that we oversee. When it comes to college savings nationwide, Nevada is the third largest holder of College Savings Accounts behind New York and Virginia. And so, we just feel that it's prudent to have the outside legal counsel. Prior administration chose not to, but Treasurer Krolicki and Treasurer Seal both had outside counsel as well.

Governor: All right, thank you very much. Mr. Wells, what's our next item?

Clerk: Next contract Governor is contract number 7 between Department of Education and the American Institutes for Research in Behavioral Science.

Governor: Actually, I'm going to save you some time. I'm actually good and again, I want to be respectful of the Secretary's position being it's 4:00 in the morning now there. So, I'm going to reserve my questions and I'm going to ask them offline, but I support the contract, thank you. Mr. Wells, next?

Clerk: Next contract Governor is number 12 between the Department of Health and Human Services, the Medicaid Division and the Division of Welfare.

Governor: Mr. Fisher, good morning. Again, just be very brief. I asked for this just because of the amount of money involved.

Bonnie Long: Good morning, actually, I'll start Governor. For the record, Bonnie Long. I'm the Administrative Services Officer for the Division of Healthcare, Financing and Policy. This is the third amendment to an interlocal agreement between the Division and the Division of Welfare and Support Services. It increases the contract by \$105 million. It will take us through the current biennium and then also—sorry I'm so nervous, it's my first time representing the Division.

Governor: You're doing great.

Bonnie Long: I'm new to this job. I'm new to the Director's Office Budget Accounts and this one I'm just a little shy. This will continue the reimbursement of the federal share for the services provided by the Division of Welfare and Support Services. And, covered there, I guess, their infrastructure, staffing.

Governor: Well done.

Steve Fisher: Real quick for the record, Steve Fisher, Administrator for the Division of Welfare and Supportive Services. The last time this interlocal agreement was updated was back in December 2013, so as you can imagine, that was right at the beginning of the first open enrollment period for the Affordable Care Act. So, a lot of things have changed since December of 2013 and today and into the future. So, these are the administrative costs involved in paying for the staff to do the eligibility determination. The infrastructure, the facilities that we've added, and as well as the technology that we've implemented. So, that's primarily what these costs are for.

Governor: Great, thank you very much. Mr. Wells?

Clerk: Thank you Governor. Next contracts are 16 and 17 between the Division of Public and Behavioral Health and UNR and UNLV.

Governor: Okay, we can skip those. [laughter] And, I apologize for making you sit for two hours, but maybe you're relieved. In any event, I don't mean to be rude, but like I said, I want to be respectful of the Secretary's time and given the time of day that it is there. Mr. Wells?

Clerk: The last contract Governor is number 28 between the Silver State Health Insurance Exchange and KPS 3.

Governor: I do want to have some testimony on that. And, Mr. Gilbert, perhaps I can save you time. We've got an enrollment period coming up and I just want you to essentially let us know that we're ready to go and what type of testing we've done, etc.

Bruce Gilbert: Thank you Governor, good morning and I appreciate the opportunity to be here. We are ready to go. We have completed all of our kick-off events, our community events are established, media buys are in place, commercials are in post-production. Everything is ready to roll. Just a really quick note, I was reassured earlier today that we remain the Gold Standard of Field Technology.

Governor: So, our technology is ready to go, our personnel are ready to go. Every component of it. And, I'm not suggesting that you haven't done well before, but we've been through some difficulties.

Bruce Gilbert: There are new challenges this year. Obviously the market has changed. Assurant has left the co-op, everybody knows what's happened with that. So, there's been some roiling there. The technology is essentially the same but we now have a partnership with the Association of Agents and Brokers, across Nevada that we think is really going to stimulate enrollment this year.

Governor: When does enrollment open?

Bruce Gilbert: It starts Sunday, November 1st.

Governor: Just around the corner. All right, thank you very much.

Bruce Gilbert: Thank you.

Governor: That's it, right Mr. Wells? And we already did 31. So, the Chair will accept a motion to approve Contracts 1-30.

Attorney General: Move to approve.

Governor: Is there a second?

Secretary: Second.

Governor: The Attorney General has moved for approval of Contracts 1-30 as described in Agenda item number 13. The Secretary of State has seconded the motion. All in favor, please say aye. [ayes around] That motion passes, 3-0.

***14. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENT**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We'll move to agenda item number 14, which are Master Service Agreements, Mr. Wells?

Clerk: Thank you Governor, there are three Master Service Agreements in exhibit number 3 for approval by the Board today and no additional information has been requested by any of the Members on these three agreements.

Governor: Thank you. I have no questions. Board Members?

Attorney General: No questions. I move to approve.

Secretary: No questions. Second.

Governor: The Attorney General has moved for approval of the Master Service Agreements described in agenda item number 14. The Secretary of State has seconded the motion. All in favor, please say aye. [ayes around] That motion passes, 3-0.

15. CONTRACTS APPROVED BY THE CLERK OF THE BOARD – 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 August 20, 2015 through September 14, 2015.

Twenty-nine independent contracts were submitted to the Board for review.

Comments:

Governor: We'll move to 15 which are Contracts Approved by the Clerk of the Board, Mr. Wells?

Clerk: Thank you Governor. There were 29 contracts under the \$50,000 threshold approved by the Clerk between August 20, 2015 and September 14, 2015. This item is informational only and there have been no additional requests for information by any of the Board Members.

Governor: Any questions on agenda item number 15?

Attorney General: No questions. Thank you.

16. INFORMATION ITEMS

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

The division has been requested to provide the Board of Examiner's with an annual report on Provider Agreements that summarizes the amount expended for the previous state fiscal year. This report is for the fiscal year ending June 30, 2015.

B. Fiscal Year 2015 Overtime Report

Comments:

Governor: We'll move to 16, the Information Items for DETR.

Clerk: Thank you Governor, there are two items under number 16. The first is an annual report from the Department of Employment, Training and Rehabilitation summarizing the amounts that are expended on their provider agreements for Fiscal Year 2015. The second item is a report on overtime paid by the various State Agencies for Fiscal Year 2015. Pursuant to NRS 284.180, this information is to be provided to the Board quarterly, so you will see the first quarter of FY '16 at the December Board of Examiners Meeting.

Governor: Is everything in order Mr. Wells?

Clerk: Not anything out of the ordinary, Governor, that you would expect on the overtime report. The typical larger agencies are where we're seeing the overtime. The reasons seem to be the standard reasons that most people are aware of. For example, the Department of Corrections and their ability to hire additional guards in Ely State Prison, for example.

Governor: Okay. Any other questions from Board Members on agenda item number 16.

Attorney General: No questions. Thank you.

17. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: We'll move to agenda item number 17, Public Comment. Is there any member of the public here in Carson City that would like to provide public comment to the Board? Hearing none, I'll move to Las Vegas. Anyone that would like to provide public comment from Las Vegas?

Las Vegas: No Governor, there is nobody here.

*18. FOR POSSIBLE ACTION – ADJOURNMENT

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We'll move to agenda item number 18. Is there a motion to adjourn?

Attorney General: Motion to adjourn.

Governor: The Attorney General has moved, is there a second, Madam Secretary?

Secretary: Yes, I do want to second that. [laughter]

Governor: I bet you that was the strongest second that we've ever had. And again, before I adjourn Madam Secretary, thank you from the bottom of my heart. I know that this was an inconvenience for you but this room is full and there are a lot of State Agencies that were counting on us to get this done and have a lot of important budget issues that are included as part of this Agenda. So, your participation is extremely meaningful and allows for the business of the State to move forward. So, go get some rest. So, there's a motion and a second, all in favor say aye. [ayes around]

Secretary: Thank you Governor and thank you for putting this all together so that I could be on the call, I do appreciate it. Thank you.

Governor: Okay. Thank you Madam Secretary, this meeting is adjourned.

Respectfully submitted,

JAMES R. WELLS, CLERK

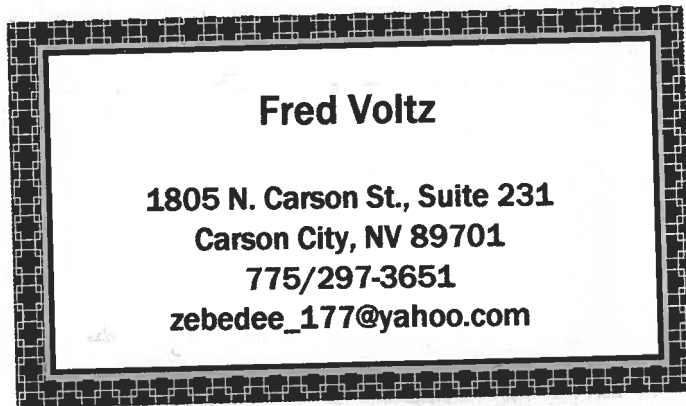
APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL ADAM PAUL LAXALT

SECRETARY OF STATE BARBARA K. CEGAVSKE

Public comment document given by:



PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2015

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
ACCXX Communications	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
ATMC, Inc.	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
CAT Communications INTL, Inc.	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
Communications Experts, Inc.	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
Dial Teck	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
Fones 4 All Corp	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
Galaxy Communications	\$ 250.00	04/15/08	04/15/08	\$ 250.00	12/17/08	07-12009			
Great American Networks	\$ 250.00	04/15/08	04/15/08	\$ 250.00	01/08/09	07-12009	03/31/10		
Inlandem Communications	\$ 1,000.00	04/15/08	04/15/08			07-12009			
I-Wireless	\$ 250.00	04/15/08	04/15/08	\$ 250.00	05/27/08	07-12009			
Metel	\$ 250.00	04/15/08	04/15/08	\$ 250.00	05/23/08	07-12009			
Mobile ESPN, LLC	\$ 1,000.00	04/15/08	04/15/08	\$ 1,000.00	05/23/13	07-12009	03/31/10		
Movida Communications	\$ 1,000.00	04/15/08	04/15/08	\$ 997.17	11/12/10	07-12009	03/31/10		
Norstan Network	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
GLD, Group Long Distance, Inc.	\$ 1,000.00	04/15/08	04/15/08	\$ 500.00	05/17/10	07-12009	03/31/10		
Quality Telephone	\$ 500.00	04/15/08	04/15/08			07-12009	03/31/10		
Smart Talk Teleservices, Inc.	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
Telcentrx, LLC	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
Touch 1	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
Trinsic Communications	\$ 1,000.00	04/15/08	04/15/08	\$ 1,000.00	06/18/08	07-12009	03/31/10		
TTUSA Acquisition, Inc.	\$ 1,000.00	04/15/08	04/15/08	\$ 1,000.00	06/23/08	07-12009	03/31/10		
Unlimited Wireless PCS	\$ 1,000.00	04/15/08	04/15/08			07-12009	03/31/10		
US In Touch	\$ 500.00	04/15/08	04/15/08	\$ 500.00	05/15/08	07-12009	03/31/10		
V&V, Inc. The Local Connection	\$ 1,000.00	04/15/08	04/15/08	\$ 250.00	06/02/08	07-12009	03/31/10		
Vycera Communications	\$ 500.00	04/15/08	04/15/08			07-12009			
Yak Communications	\$ 500.00	04/15/08	04/15/08			07-12009			
Wherity Wireléss, Inc.	\$ 1,000.00	04/15/08	04/15/08			07-12009			
Ztar Mobile	\$ 250.00	04/15/08	04/15/08			07-12009			
Enel Salt Wells, LLC.	\$ 25,000.00	04/29/08	05/29/08	\$ 25,000.00	05/22/08	07-08006			
TTC, Inc.	\$ 100,000.00	03/17/08	03/17/08			07-08011	03/31/10		
Nevada Telephone	\$ 4,000.00	04/30/08	05/20/08	\$ 4,000.00	06/02/08	08-02001			
United Underground	\$ 2,500.00	02/08/09	03/08/09	\$ 2,500.00	02/17/09	08-08016			
Airmex Communications, Inc.	\$ 1,000.00	04/22/09	04/22/09	\$ 1,000.00	10/18/12	08-11023	03/31/10		
American Cyber Corporation	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
BP Energy Company	\$ 500.00	04/22/09	04/22/09	\$ 500.00	08/31/08	08-11023	03/31/10		
Broadweave Networks of Nevada	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Clertech.com, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Economy Telephone, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Enhanced Global Convergence Services, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		

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Excel Telecommunications, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Faith Communications of Nevada, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Global Naps, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Global Touch Telecomm, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Goor Starnet, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Teleme Telephone of Nevada, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Impulse Telecom Corporation	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
IPVoice Communications, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Las Vegas Telephone, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Legacy Telecommunications Corporation	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Netojix Telecom, Inc.	\$ 1,000.00	04/22/09	04/22/09	\$ 1,000.00	06/30/09	08-11023	03/31/10		
NHC Communications	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Preferred Carrier Services, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Premiere Network Services, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Reno Communications	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Tribal Shout, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Universal Telecom, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Vantec Solutions, Inc.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Wasatch Energy, LLC.	\$ 1,000.00	04/22/09	04/22/09			08-11023	03/31/10		
Western States Contracting, Inc.	\$ 3,500.00	07/20/09	08/19/09	\$ 3,500.00	08/14/09	09-03020			
Westcom, Inc.	\$ 5,000.00	07/20/09	08/19/09	\$ 5,000.00	01/04/10	09-03025			
Iron Horse Construction, Inc.	\$ 2,500.00	08/11/09	09/10/09	\$ 2,500.00	09/21/09	09-03017			
Cedco Grading, LLC.	\$ 2,500.00	09/01/09	10/01/09	\$ 2,500.00	10/05/09	09-02028			
Wells Cargo, Inc.	\$ 5,000.00	09/22/09	09/22/09	\$ 5,000.00	10/05/09	09-04008			
1-800-Reconex, Inc.	\$ 1,000.00	04/02/10	05/02/10			09-11021	09/30/10		
Advanced Tel, Inc.	\$ 2,000.00	04/02/10	05/02/10			09-11021	09/30/10		
Affinity Mobile, LLC.	\$ 1,000.00	04/02/10	05/02/10			09-11021	09/30/10		
Airlink Mobile, Inc.	\$ 2,000.00	04/02/10	05/02/10			09-11021	09/30/10		
Amargosa Estates	\$ 1,000.00	04/02/10	05/02/10			09-11021	09/30/10		
Azteca Mobile, LLC.	\$ 1,000.00	04/02/10	05/02/10			09-11021	09/30/10		
Business Productivity Solutions, Inc.	\$ 2,000.00	04/02/10	05/02/10			09-11021	09/30/10		
Edge Wireless, LLC.	\$ 2,000.00	04/02/10	05/02/10			09-11021	09/30/10		
Excel Telecommunications	\$ 1,000.00	04/02/10	05/02/10			09-11021	09/30/10		
GTC Telecom Corp	\$ 750.00	04/02/10	05/02/10	\$ 750.00	06/03/10	09-11021	09/30/10		
IDT America, Corp (GPC)	\$ 2,000.00	04/02/10	05/02/10	\$ 2,000.00	07/09/10	09-11021	09/30/10		
IDT America, Corp (CMRS)	\$ 1,000.00	04/02/10	05/02/10	\$ 997.17	11/30/10	09-11021	09/30/10		
One Source Networks, Clec	\$ 1,000.00	04/02/10	05/02/10	\$ 1,000.00	08/25/10	09-11021	09/30/10		
Quantumshift Communications, Inc.	\$ 1,000.00	04/02/10	05/02/10	\$ 997.17	11/30/10	09-11021	09/30/10		
QX Telecom, LLC.	\$ 1,000.00	04/02/10	05/02/10	\$ 997.17	11/30/10	09-11021	09/30/10		

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2016**

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
Telecare, Inc.	\$ 1,000.00	04/02/10	05/02/10			09-11021	09/30/10		
T-Netix Telecommunications Services, Inc.	\$ 750.00	04/02/10	04/02/10	\$ 750.00	07/02/10	09-11021			
T-Netix, Inc.	\$ 750.00	04/02/10	04/02/10	\$ 750.00	07/02/10	09-11021			
Touffionne Communications, Inc.	\$ 500.00	04/02/10	05/02/10	\$ 500.00	07/22/10	09-11021			
Ztar Mobile, Inc.	\$ 1,000.00	04/02/10	05/02/10	\$ 1,000.00	06/23/10	09-11021			
Underground, Inc.	\$ 7,500.00	12/22/10	01/21/11	\$ 7,500.00	01/11/11	10-08013			
Reliance Electric, Inc.	\$ 2,500.00	02/15/11	03/17/11	\$ 2,500.00	03/08/11	10-09021			
Insite Connect, LLC.	\$ 500.00	05/02/11	06/01/11			10-11007	10/15/11		
MetroPCS Nevada, LLC.	\$ 500.00	05/02/11	06/01/11	\$ 500.00	05/09/11	10-11007			
Siro Wireless, LLC	\$ 500.00	05/02/11	06/01/11			10-11007	10/15/11		
Telava Mobile, Inc.	\$ 500.00	05/02/11	06/01/11			10-11007	10/15/11		
Andiamo Telecom, LLC.	\$ 1,000.00	05/02/11	06/01/11			10-11007	10/15/11		
Asia Talk Telecom, Inc.	\$ 1,000.00	05/02/11	06/01/11			10-11007	10/15/11		
Connecto Communications, Inc.	\$ 1,000.00	05/02/11	06/01/11			10-11007	10/15/11		
Network US, Inc.	\$ 1,000.00	05/02/11	06/01/11			10-11007	10/15/11		
Telenational Communications, Inc.	\$ 1,000.00	05/02/11	06/01/11			10-11007	10/15/11		
Broadwave Networks, Inc.	\$ 1,500.00	05/02/11	06/01/11	\$ 1,500.00	06/02/11	10-11007			
Cintex Wireless, LLC.	\$ 250.00	12/27/11	01/26/12	\$ 250.00	02/27/12	11-08013			
Quantumshift Communications	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/19/12	11-08013			
Airmex Communications, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	08/17/12	11-08013	03/30/12		
Rural Telephone Company	\$ 250.00	12/27/11	01/26/12	\$ 250.00	01/11/12	11-08013			
Mt. Wheeler Power, Inc.	\$ 250.00	12/27/11	01/26/12	\$ 250.00	11/14/11	11-08013			
Amerigas Propane	\$ 350.00	12/27/11	01/26/12	\$ 350.00	01/06/12	11-08013			
Navigator Telecommunications	\$ 500.00	12/27/11	01/26/12	\$ 500.00	03/12/12	11-08013			
Comtel Telecom Assets	\$ 500.00	12/27/11	01/26/12	\$ 500.00	02/02/12	11-08013			
TON Services, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	02/23/12	11-08013	03/30/12		
American Fiber Network, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00		11-08013	03/30/12		
Florida Telephone Services Hello, LLC	\$ 500.00	12/27/11	01/26/12	\$ 500.00		11-08013			
BNSF Railway Company	\$ 500.00	12/27/11	01/26/12	\$ 500.00	02/21/12	11-08013			
Cimco Communications, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	02/15/12	11-08013			
Beehive Telephone Company, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	06/27/12	11-08013			
Dutchman Acres Water Company	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/10/12	11-08013			
Indian Springs Water Company	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/26/12	11-08013			
Steamboat Springs Water Works, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/17/12	11-08013			
Palm Gardens Water Cooperative	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/26/12	11-08013			
Central Telecom Services	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/11/12	11-08013			
Crexendo Business Solutions	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/09/12	11-08013			
Matrix Telecom, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/17/12	11-08013			
SMSCOM, LLC.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/26/12	11-08013			
TeleSphere Access, LLC.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/26/12	11-08013			
XVN Communications of Nevada, LLC.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/23/12	11-08013	03/30/12		
Halo Wireless, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	05/01/12	11-08013	03/30/12		

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2016**

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
PNG Telecommunications, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/18/12	11-08013			
TDS Long Distance Corporation	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/13/12	11-08013			
American Phone Services Corp	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/13/12	11-08013			
Mosaic Network, LLC.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	04/26/12	11-08013	03/30/12		
IBASIS Retail, Inc.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	08/19/13	11-08013	03/30/12		
Americatel Corporation	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/26/12	11-08013			
Roton Technologies, LLC.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/26/12	11-08013			
Tiggertech, LLC.	\$ 500.00	12/27/11	01/26/12	\$ 500.00	01/26/12	11-08013			
Atrium Wireless Partners	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	02/21/12	11-08013			
IKUN Energy, LLC.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/09/12	11-08013			
321 Communications, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/12/12	11-08013			
Tower Consulting, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	02/29/12	11-08013			
Association Administrators	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/26/12	11-08013			
Occidental Energy Marketing	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/26/12	11-08013			
US Telesis, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/26/12	11-08013			
Baldwin County Internet	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	02/02/12	11-08013	03/30/12		
Broadwave Networks, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/17/12	11-08013	03/30/12		
Broadriver, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/23/12	11-08013			
Cheetah Wireless Technologies, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	04/27/12	11-08013			
Cypress Communications Operating Co	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/28/12	11-08013			
Legacy Long Distance International	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/28/12	11-08013			
McGraw Communications, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	04/27/12	11-08013	03/30/12		
Procell, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/28/12	11-08013	03/30/12		
Teast Communications, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/23/12	11-08013			
Global Capacity Group	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	04/05/12	11-08013			
National Comtel Network, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/18/12	11-08013			
Nonstar Telecommunications, LLC.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/17/12	11-08013			
BP Energy Company	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	04/24/12	11-08013	03/30/12		
Digital IPVoice	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/20/12	11-08013	03/30/12		
IGI Resources, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	04/13/12	11-08013	03/30/12		
Liberty Telecom	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	02/27/12	11-08013			
Southwest Telephone Company	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/31/12	11-08013			
Switch Business Solutions	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	05/17/12	11-08013	03/30/12		
Teledata Solutions, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/26/12	11-08013	03/30/12		
Conexions, LLC.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/26/12	11-08013			
Net Talk, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/26/12	11-08013			
Pac-West Telecomm, Inc.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/27/12	11-08013			
Tennessee Telephone Service, LLC.	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	05/17/12	11-08013	03/30/12		
Telemangement Services	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/26/12	11-08013	03/30/12		
Teftex USA	\$ 1,000.00	12/27/11	01/26/12	\$ 1,000.00	01/26/12	11-08013	03/30/12		
Southwest Gas Corporation	\$ 30,000.00	12/27/11	12/27/11	\$ 30,000.00	01/19/12	11-11008			
Pahrump 88	\$ 2,500.00	04/26/12	05/03/12			10-09004	04/18/13		
Heritage Operating	\$ 10,500.00	05/10/12	06/09/12	\$ 10,500.00	05/16/12	12-03017			

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2016**

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
Sierra Pacific Power Co	\$ 10,000.00	06/29/12	06/29/12	\$ 10,000.00	07/27/12	12-05017			
Southwest Gas Corporation	\$ 12,500.00	08/02/12	09/01/12	\$ 12,500.00	08/13/12	12-08015			
CG&B Enterprises, Inc.	\$ 1,000.00	09/08/12	10/06/12	\$ 1,000.00	09/24/12	12-07004			
Newmont Mining Corp	\$ 25,000.00	12/12/12	01/11/13	\$ 25,000.00	12/18/12	12-10028			
AccessLine Communications	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/28/13	12-08024			
Americatel Corporation	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/25/13	12-08024			
Amerigas Propane	\$ 625.00	02/20/13	03/21/13	\$ 625.00	02/22/13	12-08024			
Bandwidth.com	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/28/13	12-08024			
Business Network Long Distance	\$ 50.00	02/20/13	03/21/13	\$ 50.00	03/06/13	12-08024			
Communications Network Billing	\$ 50.00	02/20/13	03/21/13	\$ 50.00	03/06/13	12-08024			
Crexendo Business Solutions	\$ 625.00	02/20/13	03/21/13	\$ 625.00	02/25/13	12-08024			
DigitalVoice	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00	06/10/13	12-08024			
Dutchman Acres Water Company	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00	02/28/13	12-08024			
France Telecom Corporate Solutions	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/28/13	12-08024			
Global Crossing Local Service	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/09/13	12-08024			
Global Crossing Telecommunications	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/09/13	12-08024			
Greenfield Communications	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/21/13	12-08024			
Inmate Communications Corp	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/21/13	12-08024			06/30/13
Integrated Services	\$ 50.00	02/20/13	03/21/13	\$ 50.00	03/06/13	12-08024			
i-wireless	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/28/13	12-08024			
Least Cost Routing	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/04/13	12-08024			
Locus Telecommunications	\$ 125.00	02/20/13	03/21/13	\$ 125.00	04/02/13	12-08024			
McGraw Communications	\$ 625.00	02/20/13	03/21/13	\$ 625.00	03/06/13	12-08024			
Mosapa Valley Telephone	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/21/13	12-08024			
Mobilite	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/15/13	12-08024			
Mosaic Network	\$ 625.00	02/20/13	03/21/13	\$ 625.00	03/08/13	12-08024			
Multiline Long Distance	\$ 50.00	02/20/13	03/21/13	\$ 50.00	03/06/13	12-08024			
National Access Long Distance	\$ 50.00	02/20/13	03/21/13	\$ 50.00	03/06/13	12-08024			
Nationwide Long Distance	\$ 50.00	02/20/13	03/21/13	\$ 50.00	03/06/13	12-08024			
NECC Telecom	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/07/13	12-08024			
Net One International	\$ 250.00	02/20/13	03/21/13	\$ 250.00	03/06/13	12-08024			
Networks Network Services	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/28/13	12-08024			
Network Billing Systems	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/27/13	12-08024			
Network Enhanced Technologies	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/19/13	12-08024			
Network Service Billing	\$ 50.00	02/20/13	03/21/13	\$ 50.00	03/06/13	12-08024			
NetworkIP	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/08/13	12-08024			
NewPath Networks	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/27/13	12-08024			
Pac-West Telecom	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00	03/21/13	12-08024			
Pay Tel Communications	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/06/13	12-08024			
Peerless Network of Nevada	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/12/13	12-08024			
Pioneer Telephone	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/07/13	12-08024			
Plumas-Sierra Rural Electric Cooperative	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/01/13	12-08024			
Primus Telecommunications	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/27/13	12-08024			

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2016**

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
Quantumshift Communications	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/13/13	12-08024			
Securus Technologies	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/01/13	12-08024			
Smart City Networks	\$ 250.00	02/20/13	03/21/13	\$ 250.00	04/25/13	12-08024	06/30/13		
Tcast Communications	\$ 750.00	02/20/13	03/21/13	\$ 750.00		12-08024			
Teleserve Communications	\$ 250.00	02/20/13	03/21/13	\$ 250.00	03/04/13	12-08024			
Telescope Communications	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/01/13	12-08024			
U.S. South Communications	\$ 250.00	02/20/13	03/21/13	\$ 250.00	03/11/13	12-08024			
Valley Electric Association	\$ 250.00	02/20/13	03/21/13	\$ 250.00	03/08/13	12-08024			
Yak Communications	\$ 250.00	02/20/13	03/21/13	\$ 250.00		12-08024	06/30/13		
Zeus Telecommunications	\$ 250.00	02/20/13	03/21/13	\$ 250.00	03/19/13	12-08024			
365 Wireless	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/26/13	12-08024			
Airtouch Cellular	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/26/13	12-08024			
American Phone Services Corp	\$ 750.00	02/20/13	03/21/13	\$ 750.00	03/11/13	12-08024			
Assist Wireless	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/11/13	12-08024			
Autotel	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00		12-08024	06/30/13		
Celco Partnership	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/28/13	12-08024			
Central Telecom Services	\$ 750.00	02/20/13	03/21/13	\$ 750.00	06/20/13	12-08024			
Comnet of Nevada	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/01/13	12-08024			
Consumer Cellular	\$ 500.00	02/20/13	03/21/13	\$ 500.00	02/28/13	12-08024			
CTC Communications Corp	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/28/13	12-08024			
CTC Communications	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/28/13	12-08024			
D.D.D. Calling	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00		12-08024	06/30/13		
Entelligent Solutions	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/06/13	12-08024			
Flash Wireless	\$ 50.00	02/20/13	03/21/13	\$ 50.00	02/28/13	12-08024			
Kajet	\$ 500.00	02/20/13	03/21/13	\$ 500.00	03/11/13	12-08024			
Nexent Communications	\$ 500.00	02/20/13	03/21/13	\$ 500.00	03/11/13	12-08024			
NHC Communications	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/27/13	12-08024			
Procell	\$ 750.00	02/20/13	03/21/13	\$ 750.00	06/13/13	12-08024			
Reno Cellular Telephone Co	\$ 250.00	02/20/13	03/21/13	\$ 250.00	03/14/13	12-08024			
Roman	\$ 250.00	02/20/13	03/21/13	\$ 250.00	12/06/13	12-08024			
Rosemount Water Co	\$ 500.00	02/20/13	03/21/13	\$ 500.00	03/18/13	12-08024			
Rural Cellular Corp	\$ 500.00	02/20/13	03/21/13	\$ 500.00	02/26/13	12-08024			
Sacramento Valley	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/26/13	12-08024			
Shoshone Estates Water Co	\$ 50.00	02/20/13	03/21/13	\$ 50.00	03/08/13	12-08024			
Software Cellular Network	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/21/13	12-08024			
Southwest Telephone Co	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/11/13	12-08024			
Southwestco Wireless	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/26/13	12-08024			
Switch Business Solutions	\$ 750.00	02/20/13	03/21/13	\$ 750.00	03/01/13	12-08024			
Telefonica USA	\$ 250.00	02/20/13	03/21/13	\$ 250.00	03/11/13	12-08024			
TeleSphera Access	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00	03/02/13	12-08024			
Trans National Communications	\$ 125.00	02/20/13	03/21/13	\$ 125.00	02/25/13	12-08024			
Velocity the Greatest Phone Company Ever	\$ 125.00	02/20/13	03/21/13	\$ 125.00	03/15/13	12-08024			
Windstream NuVox	\$ 625.00	02/20/13	03/21/13	\$ 625.00	02/22/13	12-08024			
Working Assets Funding Service	\$ 250.00	02/20/13	03/21/13	\$ 250.00	03/05/13	12-08024			
WWC License	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/26/13	12-08024			
Zar Mobile	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00	03/31/14	12-08024	06/30/13		
ACN Communications	\$ 500.00	02/20/13	03/21/13	\$ 500.00		12-08024			
AboveNet Communications	\$ 375.00	02/20/13	03/21/13	\$ 375.00	03/04/13	12-08024			
Absolute Home Phone	\$ 500.00	02/20/13	03/21/13	\$ 500.00	02/25/13	12-08024			
Agostic Networks	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00		12-08024	06/30/13		
ALEC	\$ 250.00	02/20/13	03/21/13	\$ 250.00	02/19/13	12-08024			

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Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
American Fiber Network	\$ 3,000.00	07/15/13	08/14/13			12-08024	10/30/14		
BetterWorld Telecom	\$ 375.00	02/20/13	03/21/13			12-08024	06/30/13		
Broadview NP Acquisition	\$ 375.00	02/20/13	03/21/13	\$ 375.00	02/22/13	12-08024			
Business Telecom	\$ 500.00	02/20/13	03/21/13	\$ 500.00	02/28/13	12-08024			
Commerce Energy	\$ 1,000.00	02/20/13	03/21/13	\$ 1,000.00	03/05/13	12-08024			
CommPartners	\$ 2,000.00	02/20/13	03/21/13			12-08024	06/30/13		
DeltaCom	\$ 500.00	02/20/13	03/21/13	\$ 500.00	02/28/13	12-08024			
Global Capacity Direct	\$ 2,000.00	02/20/13	03/21/13			12-08024	06/30/13		
Global Crossing North America	\$ 500.00	02/20/13	03/21/13	\$ 500.00	03/09/13	12-08024			
Go Solo Technologies	\$ 750.00	02/20/13	03/21/13	\$ 750.00	05/10/13	12-08024			
Grasshopper Group	\$ 250.00	02/20/13	03/21/13	\$ 250.00	06/05/13	12-08024			
Main Street Telephone Co	\$ 500.00	02/20/13	03/21/13	\$ 500.00	02/28/13	12-08024			
Midwestern Telecommunications	\$ 3,000.00	02/20/13	03/21/13			12-08024	06/30/13		
Mohave Cooperative Services	\$ 625.00	02/20/13	03/21/13	\$ 625.00	06/04/13	12-08024			
National Brands	\$ 2,000.00	02/20/13	03/21/13			12-08024	06/30/13		
Net Talk.com	\$ 1,125.00	02/20/13	03/21/13			12-08024	06/30/13		
Plumas Sierra Telecommunications	\$ 500.00	02/20/13	03/21/13	\$ 500.00	03/01/13	12-08024			
Pulse Telecom	\$ 375.00	02/20/13	03/21/13	\$ 375.00	03/07/13	12-08024			
Ridley Telephone Co	\$ 500.00	02/20/13	03/21/13	\$ 500.00	02/28/13	12-08024			
SMSCom	\$ 2,000.00	02/20/13	03/21/13			12-08024	06/30/13		
Telco Partners	\$ 500.00	02/20/13	03/21/13	\$ 500.00	02/28/13	12-08024			
Wendover Gas Co	\$ 2,000.00	02/20/13	03/21/13	\$ 2,000.00	07/02/13	12-08024			
Access One, Inc.	\$ 7,000.00	04/23/13	05/23/13	\$ 7,000.00	3/6/2013 5/7/13	12-03021			
Shell Energy of North America (Bairtick)	\$ 601,407.00	07/29/13	08/28/13	\$ 601,407.00	08/16/13	13-04001			
Sunstate Companies, Inc.	\$ 2,400.00	08/23/13	09/22/13	\$ 2,400.00	09/06/13	13-06039			
Cool Box Portable Equipment Rental & Sales	\$ 1,000.00	09/04/13	10/04/13	\$ 1,000.00	09/18/13	13-07020			
Wendover Gas Company	\$ 2,500.00	10/28/13	02/28/14	\$ 2,500.00	02/20/14	13-07018			
Cohiti Construction Company	\$ 7,500.00	11/21/13	12/21/13	\$ 7,500.00	12/05/13	13-08013			
Spark Energy Gas, LP	\$ 5,000.00	12/20/13	01/19/14	\$ 5,000.00	03/04/14	13-08006			
Sierra Pacific Power Company	\$ 25,000.00	02/21/14	03/23/14	\$ 25,000.00	03/06/14	13-12037			
Nevada Power Company	\$ 35,000.00	02/21/14	03/23/14	\$ 35,000.00	03/06/14	13-12038			

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2016**

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
Newmont USA Limited	\$ 25,000.00	02/21/14	03/23/14	\$ 25,000.00	04/02/14	13-12039			
Newmont USA Limited	\$ 500.00	06/30/14	07/30/14	\$ 500.00	07/23/14	13-12039			
1 800 Collect, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/19/14	13-10053			
Access One, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/27/14	13-10053			
Advanced Telcom, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/11/14	13-10053			
Agnostic Networks, LLC	\$ 3,000.00	03/04/14	04/03/14			13-10053	07/31/14		
American Connect Services, LLC	\$ 3,000.00	03/04/14	04/03/14			13-10053	07/31/14		
Baltimore-Washington Telephone Co.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/18/14	13-10053			
Broadband Dynamics, LLC	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/06/14	13-10053			
Broadview Networks, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/12/14	13-10053			
Cause Based Commerce, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/05/14	13-10053			
Commerce Energy, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	02/18/14	13-10053			
Consolidated Telecom, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/10/14	13-10053			
Digital IP Voice, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/18/14	13-10053			
Easton Telecom Services, LLC	\$ 300.00	03/04/14	04/03/14	\$ 300.00	05/06/14	13-10053			
Electric Lightwave, LLC	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/11/14	13-10053			
Encompass Communications, LLC	\$ 2,000.00	03/04/14	04/03/14			13-10053	07/31/14		
Enhanced Communications Network, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/21/14	13-10053			
Enfrix Telecom, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/28/14	13-10053			
Eschedon Telecom of Nevada, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/11/14	13-10053			
Extenet Systems, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/21/14	13-10053			
Extranet Networks, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/18/14	13-10053			
Great America Networks, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/11/14	13-10053			
Hamney Electric Cooperative, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/17/14	13-10053			
IDT America Corp.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/07/14	13-10053			
Inmate Communications Corp.	\$ 3,000.00	03/04/14	04/03/14			13-10053	07/31/14		
KDDI America, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/27/14	13-10053			
Mobilite, LLC	\$ 500.00	03/04/14	04/03/14	\$ 500.00	03/14/14	13-10053			
Mohave Cooperative Services, Inc.	\$ 200.00	03/04/14	04/03/14	\$ 200.00	03/18/14	13-10053			
Net One International, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/13/14	13-10053			
Net Talk.com, Inc.	\$ 3,000.00	03/04/14	04/03/14			13-10053	07/31/14		
Networks Network Services, LLC	\$ 500.00	03/04/14	04/03/14	\$ 500.00	03/17/14	13-10053			
Network Enhanced Technologies, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/19/14	13-10053			
Nexcent Communications, LLC	\$ 3,000.00	03/04/14	04/03/14			13-10053	07/31/14		
NHC Communications	\$ 1,000.00	03/04/14	04/03/14	\$ 1,000.00	04/14/14	13-10053			
NobelTel, LLC	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/19/14	13-10053			
Nonstar Telecommunications, LLC	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/19/14	13-10053			
Palm Gardens Water Cooperative	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/17/14	13-10053			
Penoyer Valley Electric Company	\$ 800.00	03/04/14	04/03/14	\$ 800.00	05/23/14	13-10053			
Plumas Sierra Telecommunications	\$ 200.00	03/04/14	04/03/14	\$ 200.00	03/05/14	13-10053			
RRI Energy Services, Inc.	\$ 300.00	03/04/14	04/03/14	\$ 300.00	05/16/14	13-10053			
Shared Communications Services, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/11/14	13-10053			
Shoshone Estates Water Co., Inc.	\$ 1,000.00	03/04/14	04/03/14	\$ 1,000.00	07/14/14	13-10053			
SMScom, LLC	\$ 3,000.00	03/04/14	04/03/14			13-10053	07/31/14		
South Jersey Energy Company	\$ 500.00	03/04/14	04/03/14	\$ 500.00	03/24/14	13-10053			
Southwest Telephone Company	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/20/14	13-10053			
Switch Business Solutions, LLC	\$ 100.00	03/04/14	04/03/14	\$ 100.00	02/13/14	13-10053			
Tracfone Wireless, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/24/14	13-10053			
US South Communications, Inc.	\$ 1,000.00	03/04/14	04/03/14	\$ 1,000.00	02/25/14	13-10053			
Utilities Inc of Nevada	\$ 300.00	03/04/14	04/03/14	\$ 300.00	04/09/14	13-10053			

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2015**

Company Name:	File	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	Approval for Write Off	BOE Date
Utility Telephone, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	04/02/14	13-10053			
Verdi Mutual Water Company	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/24/14	13-10053			
Vidation, Inc.	\$ 250.00	03/04/14	04/03/14	\$ 250.00	03/18/14	13-10053			
Wendover Gas Company	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/13/14	13-10053			
Airespring, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/05/14	13-10053			
American Messaging Services, LLC	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/21/14	13-10053			
ANPI Business, LLC	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/06/14	13-10053			
Autotel	\$ 600.00	03/04/14	04/03/14	\$ 100.00	03/07/14	13-10053	07/31/14		
Bandwidth.com, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/10/14	13-10053			
Beehive Telephone Co., Inc., Nevada	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/13/14	13-10053			
Birch Telecom of the West, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/26/14	13-10053			
BNSF Railway Company	\$ 200.00	03/04/14	04/03/14	\$ 200.00	03/13/14	13-10053			
Cascade Access, LLC	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/13/14	13-10053			
Digizip.com, Inc.	\$ 2,000.00	03/04/14	04/03/14	\$ 50.00	03/05/14	13-10053	07/31/14		
Ernest Communications, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/05/14	13-10053			
Ernest Communications, Inc.	\$ 250.00	03/04/14	04/03/14	\$ 250.00	03/05/14	13-10053			
GC Pivotal, LLC	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/05/14	13-10053			
Granite Telecommunications, LLC	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/07/14	13-10053			
Hesperia Liquid Gas, Inc.	\$ 500.00	03/04/14	04/03/14	\$ 500.00	03/14/14	13-10053			
IBFA Acquisition Company, LLC	\$ 2,000.00	03/04/14	04/03/14	\$ 200.00	03/21/14	13-10053	07/31/14		
IGI Resources, Inc.	\$ 200.00	03/04/14	04/03/14	\$ 300.00	05/06/14	13-10053			
Inetworks Group, Inc.	\$ 300.00	03/04/14	04/03/14	\$ 2,000.00	07/14/14	13-10053	07/31/14		
Navigator Telecommunications, LLC	\$ 2,000.00	03/04/14	04/03/14	\$ 500.00	03/25/14	13-10053			
OLS, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/14/14	13-10053			
Paetec Communications, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 100.00	03/05/14	13-10053			
Prime Time Communications, Inc.	\$ 2,000.00	03/04/14	04/03/14	\$ 50.00	03/12/14	13-10053			
RRV Interprises, Inc.	\$ 2,000.00	03/04/14	04/03/14	\$ 100.00	03/06/14	13-10053			
Spectrotel, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/05/14	13-10053			
Tag Mobile, LLC	\$ 50.00	03/04/14	04/03/14	\$ 100.00	03/05/14	13-10053			
Telephone Access, LLC	\$ 100.00	03/04/14	04/03/14	\$ 50.00	03/12/14	13-10053			
Terracom, Inc.	\$ 50.00	03/04/14	04/03/14	\$ 50.00	03/06/14	13-10053			
Tri-M Communications, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/05/14	13-10053			
Vast Companies, LLC	\$ 300.00	03/04/14	04/03/14	\$ 300.00	03/24/14	13-10053			
All American Telephone Company	\$ 300.00	03/04/14	04/03/14	\$ 150.00	03/10/14	13-10053			
Beehive Telephone Co., Inc., Nevada	\$ 150.00	03/04/14	04/03/14	\$ 400.00	03/27/14	13-10053			
Broadvox-CLEC, LLC	\$ 400.00	03/04/14	04/03/14	\$ 300.00	03/17/14	13-10053			
Comtech 21, LLC	\$ 3,000.00	03/04/14	04/03/14	\$ 300.00	04/08/14	13-10053			
Covista, Inc.	\$ 1,650.00	03/04/14	04/03/14	\$ 300.00	03/27/14	13-10053			
Cypress Communications Operating Company, LLC	\$ 300.00	03/04/14	04/03/14	\$ 2,000.00	03/17/14	13-10053			
Dutchman Acres Water Company	\$ 2,000.00	03/04/14	04/03/14	\$ 300.00	04/08/14	13-10053			
Greenfield Communications, Inc.	\$ 1,300.00	03/04/14	04/03/14	\$ 1,300.00	4/11/2014	5/13/14			
Midwestern Telecommunications, Inc.	\$ 9,000.00	03/04/14	04/03/14	\$ 100.00	03/18/14	13-10053	07/31/14		
Momentum Telecom, Inc.	\$ 1,300.00	03/04/14	04/03/14	\$ 100.00	03/18/14	13-10053			
Pac-West Telecomm, Inc.	\$ 1,300.00	03/04/14	04/03/14	\$ 200.00	03/25/14	13-10053			
Span3, Inc.	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/19/14	13-10053			
Tel-West Companies	\$ 200.00	03/04/14	04/03/14	\$ 100.00	03/19/14	13-10053			
Wide Voice, LLC	\$ 100.00	03/04/14	04/03/14	\$ 100.00	03/19/14	13-10053			
Yak Communications, Inc.	\$ 6,000.00	03/04/14	04/03/14	\$ 100.00	03/19/14	13-10053			

**PUBLIC UTILITIES COMMISSION
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Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
Zeus Telecommunications, LLC	\$ 2,000.00	03/04/14	04/03/14	\$ 2,000.00	03/26/14	13-10053			
Brookwood Móbilis Hómié Cónfrinúití	\$ 500.00	03/18/14	04/17/14	\$ 500.00	04/07/14	13-01026			
Barton's Club 93	\$ 500.00	03/31/14	4/31/14	\$ 500.00	05/01/14	13-07029			
Bluebird Garden Co. LP	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00	07/08/14	13-07029			
Lesbo Trailer Park	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00	06/25/14	13-07029			
Cortez Way Park	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00		13-07029	07/31/14		
Desert Breeze (KOA of Ely)	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00		13-07029	07/31/14		
Evergreen Trailer Park	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00		13-07029	07/31/14		
Meadows Trailer Park	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00	07/10/14	13-07029			
Needlepoint Park	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00	06/06/14	13-07029			
Palm-A-Dice Trailer Park	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00		13-07029	07/31/14		
Prairie Way Móbilis Hóme Park	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00		13-07029	07/31/14		
Rose City Móbilis Hóme Park	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00	06/06/14	13-07029			
Wildes Manor	\$ 2,000.00	03/31/14	4/31/14	\$ 2,000.00		13-07029	07/31/14		
Central Telcom Services, LLC	\$ 1,000.00	04/11/14	05/11/14	\$ 1,000.00	04/09/14	13-06041			
Spark Enery Gas, LP	\$ 500.00	05/23/14	06/22/14	\$ 500.00	06/02/14	13-09006			
Rio Virgin Telephone Company	\$ 50.00	05/16/14	06/15/14	\$ 50.00	05/05/14	14-03008			
Contri Construction Company	\$ 6,000.00	08/21/14	09/20/14	\$ 6,000.00	09/17/14	14-06057			
Valley Electric Association, Inc	\$ 25,000.00	09/03/14	10/03/14	\$ 25,000.00	09/16/14	14-01024			
Brookwood Móbilis Hóme Park	\$ 500.00	10/15/14	11/14/14	\$ 500.00	10/28/14	13-01026			
Tuscany Services LLC	\$ 2,500.00	11/24/14	12/24/14	\$ 2,500.00	11/20/14	13-09004 14-10012			
American Fence	\$ 2,000.00	12/02/14	01/01/15	\$ 4,000.00	12/18/14	14-10003			
NHC Communications	\$ 1,500.00	12/12/14	01/11/15	\$ 1,500.00	01/12/15	14-05044			
Airport Trailer Park	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	04/03/15	14-09022			
Barton's Club 93	\$ 2,000.00	01/27/15	02/26/15	\$ 2,000.00	03/11/15	14-09022			
Big Valley MHP - Pahrump	\$ 100.00	01/27/15	02/26/15	\$ 100.00	01/28/15	14-09022			

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2016**

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
Brookwood	\$ 100.00	01/27/15	02/26/15	\$ 100.00	02/09/15	14-09022			
Brunos Trailer Park	\$ 500.00	01/27/15	02/26/15	\$ 500.00	02/10/15	14-09022			
Capri Mobile Estates	\$ 200.00	01/27/15	02/26/15	\$ 200.00	03/06/15	14-09022			
Casa Linda Móvilé Horré Park	\$ 100.00	01/27/15	02/26/15	\$ 100.00	01/27/15	14-09022			
Circle K Mobile Home Park	\$ 100.00	01/27/15	02/26/15	\$ 100.00	01/27/15	14-09022			
Clear Creek Mobile Home Park	\$ 250.00	01/27/15	02/26/15	\$ 250.00	02/02/15	14-09022			
Crestview Mobile Home Park	\$ 250.00	01/27/15	02/26/15	\$ 250.00	02/02/15	14-09022			
D & C Trailer Court	\$ 500.00	01/27/15	02/26/15	\$ 500.00	02/18/15	14-09022			
					03/30/15				
Desert Breeze/KOA of Ely	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	05/26/15	14-09022			
Frontier Village MHP-LV	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	05/12/15	14-09022			
Highland Park	\$ 500.00	01/27/15	02/26/15	\$ 500.00	02/18/15	14-09022			
La Playa Mobile Home Park	\$ 100.00	01/27/15	02/26/15	\$ 100.00	01/30/15	14-09022			
Meadows Trailer Park-LV	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	01/30/15	14-09022	06/30/15		
Mesquite Park (formerly A.N.N.)	\$ 500.00	01/27/15	02/26/15	\$ 500.00	04/23/15	14-09022			
Montgomery Mobile Park	\$ 900.00	01/27/15	02/26/15	\$ 900.00	02/03/15	14-09022			
Mountain View MHP-Gardnerville	\$ 500.00	01/27/15	02/26/15	\$ 500.00	02/19/15	14-09022			
Mountain Vistas	\$ 100.00	01/27/15	02/26/15	\$ 100.00	02/03/15	14-09022			
Northgate Mobile Village	\$ 200.00	01/27/15	02/26/15	\$ 200.00	03/11/15	14-09022			
Oasis Mobile Home Park-Fallon	\$ 100.00	01/27/15	02/26/15	\$ 100.00	01/26/15	14-09022			
Oasis Trailer Park	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	03/23/15	14-09022			
Pair-a-Dice Trailer Park	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	02/26/15	14-09022	06/30/15		
Palacio Park, LLC	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	04/17/15	14-09022	06/30/15		
Paso Tiempo Mobile Home Park	\$ 100.00	01/27/15	02/26/15	\$ 100.00	01/28/15	14-09022			
Pintion Pines Mobile Park LLC	\$ 100.00	03/18/15	04/18/15	\$ 100.00	03/23/15	14-09022			
Pioneer Mobile Home Ranch	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	02/26/15	14-09022	06/30/15		
Reeves Trailer Park	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	02/26/15	14-09022	06/30/15		
Rhifres Rentals	\$ 500.00	01/27/15	02/26/15	\$ 500.00	04/13/15	14-09022			
River Bend Mobile Home Park	\$ 100.00	01/27/15	02/26/15	\$ 100.00	01/27/15	14-09022			
Riviera RV Park	\$ 500.00	01/27/15	02/26/15	\$ 500.00	02/04/15	14-09022			
Rose City Mobile Home Park	\$ 500.00	01/27/15	02/26/15	\$ 500.00	02/10/15	14-09022			
Sage Valley RV & Mobile	\$ 400.00	01/27/15	02/26/15	\$ 400.00	02/20/15	14-09022			
Soft Flats Mobile Home Estates	\$ 500.00	01/27/15	02/26/15	\$ 500.00	02/20/15	14-09022			
Shade Tree RV Park-Carlin	\$ 200.00	01/27/15	02/26/15	\$ 200.00	01/23/15	14-09022			
Shady Acres Mobile Home Park	\$ 100.00	01/27/15	02/26/15	\$ 100.00	02/19/15	14-09022			
Sierra View Mobile Park	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	03/20/15	14-09022			
Starlite Mobile Home Park	\$ 100.00	01/27/15	02/26/15	\$ 100.00	02/02/15	14-09022			
Sun Valley Mobile Home Park	\$ 500.00	01/27/15	02/26/15	\$ 500.00	02/06/15	14-09022			
Sunrise Terrace MHP	\$ 200.00	01/27/15	02/26/15	\$ 200.00	02/26/15	14-09022			
Twin View Trailer Park	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	02/26/15	14-09022			
Traildale Park-LV	\$ 200.00	01/27/15	02/26/15	\$ 200.00	02/26/15	14-09022			
Wildes Manor	\$ 1,000.00	01/27/15	02/26/15	\$ 1,000.00	02/26/15	14-09022			
Shade Tree Village Mobile Home Park	\$ 250.00	01/21/15	02/20/15	\$ 250.00	01/30/15	14-12004			
Carefree Country Mobile Home Park	\$ 5,000.00	02/18/15	03/20/15	\$ 5,000.00	02/26/15	14-12030			
ABS-CBN Telecom North America, Incorporated	\$ 1,000.00	02/26/15	03/28/15			14-09007			06/30/15

PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2015

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
Absolute Home Phones, Inc	\$ 600.00	02/28/15	03/28/15	\$ 600.00	03/25/15	14-09007			
Access2Go, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	05/07/15	14-09007	06/30/15		
American Connect Services, Inc	\$ 2,000.00	02/26/15	03/28/15	\$ 2,000.00		14-09007			
American Fiber Systems, Inc	\$ 1,800.00	02/26/15	03/28/15	\$ 1,800.00	03/09/15	14-09007			
American Phone Services Corp	\$ 600.00	02/26/15	03/28/15	\$ 600.00	04/17/15	14-09007			
ACN Communication Services	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/06/15	14-09007			
Applewood Communications Corporation	\$ 2,500.00	02/26/15	03/28/15	\$ 2,500.00		14-09007	06/30/15		
Asiat Wireless, Inc	\$ 600.00	02/26/15	03/28/15	\$ 600.00	03/04/15	14-09007			
ATC Outdoor, Inc	\$ 300.00	02/26/15	03/28/15	\$ 300.00	03/10/15	14-09007			
Bandwidth.com, Inc	\$ 600.00	02/26/15	03/28/15	\$ 600.00	03/13/15	14-09007			
Beehive Telephone Co., Inc (CPC 2876)	\$ 700.00	02/26/15	03/28/15	\$ 700.00	03/17/15	14-09007			
Beehive Telephone Co., Inc (CPC 2322)	\$ 600.00	02/26/15	03/28/15	\$ 600.00	03/17/15	14-09007			
Betterworld Telecom, Inc	\$ 1,500.00	02/26/15	03/28/15	\$ 1,500.00	03/13/15	14-09007			
Birch Telecom of the West, Inc	\$ 700.00	02/26/15	03/28/15	\$ 700.00	02/25/15	14-09007			
Broadvox-Clec, Inc	\$ 1,100.00	02/26/15	03/28/15	\$ 1,100.00	03/20/15	14-09007			
Central Telecom Services, Inc	\$ 600.00	02/26/15	03/28/15	\$ 600.00	02/28/15	14-09007			
Charter Fiberlink NV-CCVII, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/04/15	14-09007			
Consolidated Telcom, Inc	\$ 700.00	02/26/15	03/28/15	\$ 700.00	03/11/15	14-09007			
Covista, Inc	\$ 2,000.00	02/26/15	03/28/15	\$ 2,000.00		14-09007	06/30/15		
Cypress Communications Operating Company, Inc	\$ 700.00	02/26/15	03/28/15	\$ 700.00	03/20/15	14-09007			
Cyrel, Inc	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/19/15	14-09007			
Desert Utilities, Inc	\$ 50.00	02/26/15	03/28/15	\$ 50.00	03/05/15	14-09007			
Digitip.com, Inc	\$ 2,000.00	02/26/15	03/28/15	\$ 2,000.00		14-09007	06/30/15		
Dishnet Wireline, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	05/13/15	14-09007			
Enhanced Communications Network	\$ 600.00	02/26/15	03/28/15	\$ 600.00	03/17/15	14-09007			
EOS Mobile Holdings, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	05/07/15	14-09007			
Ernest Communications, Inc	\$ 5,500.00	02/26/15	03/28/15	\$ 5,500.00		14-09007	06/30/15		
Flash Wireless, Inc	\$ 600.00	02/26/15	03/28/15	\$ 600.00	03/06/15	14-09007			
Globalstar USA, Inc	\$ 1,000.00	02/26/15	03/28/15	\$ 1,000.00	03/27/15	14-09007			
Gold Line Telemanagement, Inc	\$ 1,000.00	02/26/15	03/28/15	\$ 1,000.00	03/16/15	14-09007			
Great America Network, Inc	\$ 1,500.00	02/26/15	03/28/15	\$ 1,500.00		14-09007	06/30/15		
Greenfield Communications, Inc	\$ 2,000.00	02/26/15	03/28/15	\$ 2,000.00	05/21/15	14-09007	06/30/15		
Horizon Telecom, Inc	\$ 1,800.00	02/26/15	03/28/15	\$ 1,800.00		14-09007	06/30/15		
Hotwire Communications, LP	\$ 400.00	02/26/15	03/28/15	\$ 400.00	03/17/15	14-09007			
Hypercube Telecom, Inc	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/12/15	14-09007			
IBFA Acquisition Company, Inc	\$ 2,000.00	02/26/15	03/28/15	\$ 2,000.00		14-09007	06/30/15		
Indian Springs Water Co., Inc	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/05/15	14-09007			
Inetworks Group, Inc	\$ 1,000.00	02/26/15	03/28/15	\$ 1,000.00		14-09007	06/30/15		
Lightyear Network Solutions, Inc	\$ 1,100.00	02/26/15	03/28/15	\$ 1,100.00	03/10/15	14-09007			
Locus Telecommunications, Inc	\$ 600.00	02/26/15	03/28/15	\$ 600.00	03/06/15	14-09007			
Mobile Net Posa, Inc	\$ 1,500.00	02/26/15	03/28/15	\$ 1,500.00	03/31/15	14-09007			
Momentum Telecom, Inc	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/12/15	14-09007			
National Comtel Network, Inc	\$ 1,500.00	02/26/15	03/28/15	\$ 1,500.00	03/16/15	14-09007			
Netwaves Network Services, Inc	\$ 4,250.00	02/26/15	03/28/15	\$ 4,250.00	03/09/15	14-09007	06/30/15		
Nevada Utilities, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/04/15	14-09007			
NOS Communications, Inc	\$ 2,000.00	02/26/15	03/28/15	\$ 2,000.00		14-09007	06/30/15		
Pac-West Telecomm, Inc	\$ 700.00	02/26/15	03/28/15	\$ 700.00	03/04/15	14-09007			
Peerless Network of Nevada, Inc	\$ 2,000.00	02/26/15	03/28/15	\$ 2,000.00		14-09007	06/30/15		
Primetime Communications, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00		14-09007	06/30/15		
Public Wireless, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00		14-09007	06/30/15		

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2016**

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Data
RCLEC, Inc	\$ 400.00	02/26/15	03/28/15	\$ 400.00	06/25/15	14-09007			
Red Pocket, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	02/27/15	14-09007			
Reunion Wireless Services, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/09/15	14-09007			
RRV Enterprises, Inc	\$ 2,000.00	02/26/15	03/28/15			14-09007	06/30/15		
Rural Telephone Company	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/02/15	14-09007			
Sage Telecom Communications, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/04/15	14-09007			
Seminole Retail Energy Services, Inc	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/03/15	14-09007			
Smart City Networks, LP	\$ 1,500.00	02/26/15	03/28/15	\$ 1,500.00	03/19/15	14-09007			
South Jersey Energy Company	\$ 700.00	02/26/15	03/28/15	\$ 700.00	03/18/15	14-09007			
Southwest Gas Corporation	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/11/15	14-09007			
Spark Energy, LP	\$ 700.00	02/26/15	03/28/15	\$ 700.00	05/18/15	14-09007			
Stand Energy Corporation	\$ 300.00	02/26/15	03/28/15	\$ 300.00	03/11/15	14-09007			
Surprise Valley Electrification Corporation	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/04/15	14-09007			
Telecommunications of Nevada, Inc	\$ 400.00	02/26/15	03/28/15	\$ 400.00	02/27/15	14-09007			
Telefonica USA, Inc	\$ 700.00	02/26/15	03/28/15	\$ 700.00	03/04/15	14-09007			
Telekenex Acquisition Corp	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/06/15	14-09007			
Telecape Communications, Inc	\$ 700.00	02/26/15	03/28/15	\$ 700.00	03/04/15	14-09007			
Tempo Telecom, Inc	\$ 400.00	02/26/15	03/28/15	\$ 400.00	03/02/15	14-09007			
The Telephone Connection Local Services, Inc	\$ 1,000.00	02/26/15	03/28/15	\$ 1,000.00	06/17/15	14-09007			
TNCL Operating Company, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/04/15	14-09007			
Total Call International, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/19/15	14-09007			
Total Call Mobile, Inc	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/19/15	14-09007			
Tower Consulting, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/04/15	14-09007			
Trans National Communications International, Inc	\$ 4,500.00	02/26/15	03/28/15			14-09007	06/30/15		
True Wireless, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/07/15	14-09007			
Truphone, Inc	\$ 700.00	02/26/15	03/28/15	\$ 700.00	03/05/15	14-09007			
Unity Telecom, Inc	\$ 200.00	02/26/15	03/28/15	\$ 200.00	03/19/15	14-09007			
U.S. Energy Services, Inc	\$ 300.00	02/26/15	03/28/15	\$ 300.00	03/03/15	14-09007			
U.S. Telepacific Corp	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/09/15	14-09007			
US Telesis, Inc	\$ 100.00	02/26/15	03/28/15	\$ 100.00	03/02/15	14-09007			
Las Vegas Electric	\$ 2,000.00	03/02/15	04/01/15	\$ 2,000.00	03/11/15	15-01027			
The Fishel Company	\$ 2,000.00	04/08/15	05/08/15	\$ 2,000.00	03/26/15	15-02026			
Desert Plastering, LLC and Desert Concrete, LLC	\$ 5,000.00	04/03/15	05/03/15	\$ 5,000.00	05/13/15	15-02027			
CIMA Energy, LTD	\$ 2,500.00	04/24/15	05/24/15	\$ 2,500.00	05/01/15	15-03008			
Tiger Natural Gas, Inc	\$ 4,500.00	06/01/15	07/01/15	\$ 4,500.00	06/29/15	15-04028			
Vista Energy Marketing, LP	\$ 5,500.00	06/30/15	07/30/15	\$ 5,500.00	07/29/15	15-05007			
EDF Trading North America, LLC	\$ 2,500.00	06/30/15	07/30/15	\$ 2,500.00	07/09/15	15-05029			

**PUBLIC UTILITIES COMMISSION
ADMINISTRATIVE FINES BY DOCKET as of September 30, 2015**

Company Name:	Fine	Date of Order	Date Due	Payment	Date of Payment	Docket No.	Sent to Controller's Office for Collection	BOE Approval for Write Off	BOE Date
Southwest Gas Corporation	\$ 11,000.00	07/14/15	08/13/15	\$ 11,000.00	07/24/15	15-04033			
CG&B Enterprises, Inc	\$ 1,000.00	07/30/15	08/29/15	\$ 1,000.00	08/18/15	15-05036			
Advanced Refining Concepts, LLC	\$ 1,000.00	08/18/15	09/17/15	\$ 1,000.00	09/02/15	15-07013			
Lone Mountain Excavation & Utilities, LLC	\$ 2,000.00	08/31/15	09/30/15	\$ 2,000.00	09/03/15	15-07007			
Desert Gold RV Park	\$ 250.00	09/25/15	10/25/15	\$ 250.00	07/25/15	15-07035			
Total Imposed	\$ 1,425,167.00								
Total Collected	\$ 1,118,323.51								
Total BOE Approval for Write Off	\$ -								
Total Outstanding	\$ 306,833.49								

Per NRS 703.380(4), All money collected by the Commission as an administrative fine must be deposited in the State General Fund.

Per NRS 353C.195, the Public Utilities Commission of Nevada (PUCN) shall refer delinquent debt to the State Controller's Office for collection after the debt is 60 days past due. The State Controller acts as the collection agent.

Per NRS 353C.220, State Controller's Office is authorized to request the State Board of Examiners (BOE) and/or Clerk of the BOE to designate a debt as a bad debt for write off.

Brian Sandoval
Governor



James R. Wells, CPA
State Budget Director


Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: October 19, 2015

To: James R. Wells, Clerk of the Board
Department of Administration

From: Debi Reynolds, 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 HEALTH
CARE FINANCING AND POLICY**

Agenda Item Write-up:

Pursuant to NRS 333.705 (4), the Department of Health and Human Services, Division of Health Care Financing and Policy seeks a favorable recommendation regarding the division's determination to use the emergency provision to contract with a former Administrative Services Officer from October 26, 2015 through February 19, 2016 to provide training on various budget and fiscal activities and consult with administration on division related issues, including the development of a new rate methodology for Newborn Intensive Care Unit patients.

Additional Information:

The duties of this position are highly technical and the position is responsible for the allocation of over \$3.6 billion in Medicaid funding. The division is contracting with Leah Lamborn through an approved temporary employment agency utilizing the provisions of Nevada Revised Statute 333.705. This statute provides for an agency to contract with a former employee for up to four months if it is determined that an emergency exists which necessitates the contract. The division determined that the need for training and consultation from Ms. Lamborn constitutes an emergency based on the circumstance that existing staff within the division do not have the extensive knowledge or experience involving the complexity of Medicaid that Ms. Lamborn has gained through her 25-year career within the department.

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: <u>YH</u>
ACTION ITEM <u> </u> <u> </u>

ERIAN SANDOVAL
Governor



RICHARD WHITLEY, MS
Director

MARTA JENSEN
Acting Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William St., Suite 101
Carson City, Nevada 89701
Telephone (775) 684-3676 • Fax (775) 687-3893
<http://dhcfp.nv.gov>

MEMORANDUM

October 15, 2015

To: James Wells, Director, Nevada Governor's Office of Finance

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

From: *Burne for*
for Marta Jensen, Acting Administrator, Division of Health Care Financing and Policy

Subject: Contracting with a Former State Employee - Leah Lamborn

The Division of Health Care Financing and Policy (DHCFP) is requesting approval to enter into a contract for services with a former State of Nevada employee who retired from the state on July 31, 2015. Per language provided in NRS 333.705 Subsection 2, the agency is requesting an emergency exception based on the circumstance that existing staff members within the DHCFP do not have the extensive knowledge or experience with Medicaid that Ms. Lamborn had gained through her 25-year career within the Department of Health and Human Services. It is the intention of the DHCFP to contract with Ms. Lamborn to provide in-depth training with the new Administrative Services Officer IV prior to budget building for the next legislative session, as well as consult with Administration on other issues related to the DHCFP.

Authorization to Contract with a Former Employee

Former Employee Name: Leah Lamborn
Former Employee ID number: 009922
Former Job Title: Administrative Services Officer IV
Former Employing Agency: Health Care Financing and Policy
Former Class and Grade: 44-10
Employment Dates: 12/4/2006 - 7/31/2015
Contracting Agency: DHFCP

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.**

<p>a. Summarize scope of contract work.</p>	<p>1. Due to Mrs. Lamborn's extensive experience with the Division, it is imperative that she be available to train the new ASOIV on the fiscal activities and Budgets associated to the Nevada Medicaid budget. In addition, her skill set will be used to assist in the development of a new rate methodology for Newborn Intensive Care Unit (NICU) patients and she will be available for other consulting services for various other initiatives the Division undertakes prior to the building of the budget for the next legislative session.</p>
<p>b. Document former job description.</p>	<p>Mrs. Lamborn was the previous ASOIV for the Division. This contract is to bring Mrs. Lamborn back to the Division to perform training with the new ASOIV on the various budgets and fiscal activities of the Division as well as consulting with Administration on other issues related to the Division.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for</p>	<p>Yes. The contract period is for 17 weeks for an average of 24 hours per week. <i>Anticipated dates: 10/30/15 - 2/19/16</i></p>

transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	
d. Explain why existing State employees within your agency cannot perform this function.	This is a specialized position within the Division and the existing staff, who reported to this position, do not have detailed knowledge of the functions of this position.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	No. This position will report directly to the Administrator and no familial relationship exists.
f. List contractor's hourly rate.	\$49.45
g. List the range of comparable State employee rates.	\$32.74 (ASO IV, Step 1) to \$49.45 (ASOIV, Step 10)
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?	
i. Document justification for hiring contractor.	This is a specialized position within the Division and the existing staff, who reported to this position, do not have detailed knowledge of the functions of this position.

Comments:

Bonnie Jensen for Marta Jensen 10/5/15

Contracting Agency Head's Signature and Date

[Signature] 10/19/15

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor



James R. Wells, CPA
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: October 13, 2015
To: James R. Wells, Clerk of the Board
Department of Administration
From: ^{SJB} Susan Brown, 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 EDUCATION

Agenda Item Write-up:

Pursuant to NRS 333.705 (4), the Department of Education seeks a favorable recommendation regarding the department's determination to use the emergency provision to contract with a former Administrative Services Officer from June 17, 2015 through October 16, 2015 to provide training, knowledge transfer and technical assistance with the allocation and payment models for the Distributive School Account, Class Size Reduction, Full-day Kindergarten and other state programs.

Additional Information:

The duties of this position are highly technical and the position is responsible for the allocation of over \$2.6 billion in school funding, the Department contracted with Mr. Pawley through an approved temporary employment agency utilizing the provisions of Nevada Revised Statute 333.705. This statute provides for an agency to contract with a former employee for up to four months if it is determined that an emergency exists which necessitates the contract. The Department determined that the need for timely payments to school districts and charter schools; the development of new fiscal year payment workbooks; and the allocation of funds based upon newly passed legislation constituted an emergency.

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: <u>SB</u>
ACTION ITEM: <u> </u>

BRIAN SANDOVAL
Governor

STEVE CANAVERO, Ph.D.
Interim Superintendent
of Public Instruction

STATE OF NEVADA



DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 - 9101
<http://www.doe.nv.gov>

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221
Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702)486-6450
www.doe.nv.gov/Educator_Licensure

MEMORANDUM

October 19, 2015

To: James Wells, Director
Department of Administration
Clerk, Board of Examiners

Through: Susan Brown, Budget Analyst 5

From: Steve Canavero, Ph.D. Superintendent of Public Instruction
Nevada Department of Education *mmj dc*

Re: Request to Contract with a Former Employee – Revised Letter

The Department of Education is requesting to contract with a former employee, Robert Pawley, who retired from State Service on June 2, 2015. The contract will assist the Department in three ways: 1) It will provide a means to provide training to Adrienne Monroe, Administrative Services Officer (ASO III) hired to replace Mr. Pawley, on aspects of the Distributive School Account (DSA) not already addressed; 2) It will provides a means for the Department to access historical information relating to the DSA, as necessary; and 3) It will provide a means of support to its Department Support team, which provides budgetary and fiscal services. On Thursday, October 15, 2015, notice was received that the ASO III that currently supervises the Department Support Team will be out on an unexpected leave of absence until the end of the year. Mr. Pawley previously oversaw the functions of this team.

Due to the timing of Mr. Pawley's retirement, there was no possibility for an overlap period of training for an incumbent to his position. Because this position is highly technical and is responsible for the allocation of over \$2.6 billion in school funding, the Department contracted with Mr. Pawley through an approved temporary employment agency utilizing the provisions of Nevada Revised Statutes (NRS) 333.705. This statute provides for an agency to contract with a former employee for up to four months if it is determined that an emergency exists which necessitates the contract. The Department determined that the need for timely payments to school districts and charter schools; the development of new fiscal year payment workbooks; and the allocation of funds based upon newly passed legislation constituted an emergency situation.

Mr. Pawley has provided services to the Department since June 17, 2015; his last contract day under NRS 333.705 will be October 17, 2015. The Department is asking for a 13 month contract, for the term November 10, 2015 through December 31, 2016. Mr. Pawley would provide contract services,

James Wells, Director
October 19, 2015
Page 2

as needed, for training to staff on school funding areas. Due to Mr. Pawley's specialized knowledge, he may also be asked to provide consultation to the Department on methods to modernize *The Nevada Plan*, as detailed in Senate Bill 508 (Chapter 536, *Statutes of Nevada*, 2015). With the passage of Senate Bill 302 (Chapter 332, *Statutes of Nevada*, 2015) relating to education savings accounts, Mr. Pawley's expertise in the history of school finance in Nevada has already been invaluable this interim and may be needed in the future. Finally, because Mr. Pawley previously oversaw the functions of the Department Support fiscal team, the services he could provide to this team would be extremely beneficial in the absence of the ASO III. Mr. Pawley has specialized knowledge across all areas of school finance, including:

- Allocation and payment models for:
 - Distributive School Account (DSA)
 - Class-size reduction (CSR);
 - Full-day kindergarten; and
 - Adult education.
- Preparation of monthly payments for the school districts and charter schools;
- NRS 387.303 reporting requirements;
- District Indirect Costs;
- Budgets, Work Programs and Fiscal Matters; and
- Grants Management, including the allocation of funds for the federal Title I and special education.

Mr. Pawley would continue to be paid through a state approved temporary employment agency. The total hourly cost of the contract would be comparable to the hourly salary Mr. Pawley previously received as the Administrative Services Officer III for the Department.

Thank you for your consideration of this request. If you have any questions or concerns, please feel free to contact me at (775) 687-9175 or mmartini@doe.nv.gov.

Enc.

cc: Mindy Martini, Deputy Superintendent, Business and Support Services
Adrienne Monroe, ASO III – District Support
Lisa Young, ASO III – Department Support
Robert Pawley, Consultant, Nevada Department of Education

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Robert Pawley</u>
Former Employee ID number:	<u>12178</u>
Former Job Title:	<u>Administrative Services Officer III</u>
Former Employing Agency:	<u>Department of Education</u>
Former Class and Grade:	<u>7.216 Grade 41</u>
Employment Dates:	<u>12/16/1997 – 6/2/2015</u>
Contracting Agency:	<u>Department of Education</u>

Please check which of the following applies:

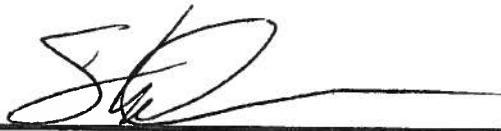
- Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.
- Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or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

<p>a. Summarize scope of contract work.</p>	<p>Assist the Department in educating the incumbent on:</p> <ul style="list-style-type: none"> ➤ Allocation and payment models for: <ul style="list-style-type: none"> • Distributive School Account (DSA) • Class-size reduction (CSR); • Full-day kindergarten; and • Adult education. ➤ Prepare monthly payments for the school districts and charter schools. ➤ NRS 387.303 reporting requirements. ➤ District Indirect Costs. ➤ Grants Management, including the allocation of funds for the federal Title I and special education. ➤ Provision of historical knowledge to appropriately implement key legislation passed during the 2015 Session, including: <ul style="list-style-type: none"> • Senate Bill 508 (Chapter 536, <i>Statutes of Nevada</i>); and • Senate Bill 302 (Chapter 332, <i>Statutes of Nevada</i>).
<p>b. Document former job description.</p>	<p>This staff person managed the District Support Services Office for the Department of Education. This Office maintains the DSA allocation and payment models, including CSR,</p>

	<p>full-day kindergarten, and adult education; prepares monthly DSA payments for the school districts and charter schools; collects, analyzes and prepares reports related to count day, class-size reduction, full-day kindergarten, adult education, other state grant programs, student and teacher demographics, state and federal school district and charter school financial reporting; and provides training and communication with the districts and charter schools related to finance and reporting requirements.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Yes, the former employee is being hired because of his specialized knowledge of:</p> <ul style="list-style-type: none"> ➤ DSA allocation and payment models, including CSR, full-day kindergarten, and adult education; ➤ Preparing monthly DSA payments for the school districts and charter schools; ➤ Grants Management; and ➤ Collection, analysis, and preparation of reports relating to the DSA and enrollment.
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>This is a highly technical position at the Department; the position allocates over \$2.6 billion in school funding support to the districts. This person is retiring and there will be no overlap time with the new incumbent. In addition, most of the employees in District Support Services are relatively new and are not prepared to carry out the duties of the former employee without additional training.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>There is no relationship that would violate NAC 284.750.</p>
<p>f. List contractor's hourly rate.</p>	<p>\$45.00 plus 23% = \$55.35</p>
<p>g. List the range of comparable State employee rates.</p>	<p>The former employee made \$54.48 per hour with benefits (per year)</p>
<p>h. Justify contract rate if it exceeds the maximum</p>	<p>The mandatory state contract sets the rate at 23% over the hourly rate of the temporary</p>

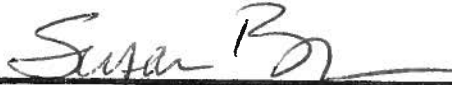
<p>employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	<p>employee.</p>
<p>i. Document justification for hiring contractor.</p>	<p>This temporary employment agency was chosen as a result of an RFP facilitated by the State Purchasing Division.</p>

Comments:



10.2.15

Contracting Agency Head's Signature and Date




Budget Analyst

Clerk of the Board of Examiners



**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 | Fax: (775) 684-0260

Date: October 7, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
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 HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH (DPBH)**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Health and Human Services, Division of Public and Behavioral Health requests retroactive authority to contract with a former employee from November 5, 2015 through January 31, 2016 to provide training, expertise in policies, security, and safety and forensic knowledge for the Rapid Stabilization Unit at the Rawson Neal Hospital and the Stein Hospital. This is an extension of the emergency contract that was approved at the August 11, 2015 meeting of the Board of Examiners.

Additional Information:

DPBH hired Mr. Mason on July 7, 2015 with an emergency contract through 11/4/15 for his expertise and knowledge with the staff and client population required at Lake's Crossing Center. The emergency contract was approved by the Board of Examiners at their August 11, 2015 meeting. Due to the difficulty in recruiting and hiring key positions, many staff will not be employee until mid to late October, leaving little time for thorough training for the following: required on 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. The division requests the extension of Mr. Mason's contract retroactively from 11/5/15 to 1/16/16 to ensure no lapse in services provided.

Statutory Authority:
NRS 333.705

REVIEWED: _____

ACTION ITEM: _____

BRIAN SANDOVAL
Governor

RICHARD WHITLEY, MS
Director



OCT 06 2015

CODY L. PHINNEY, MPH
Administrator

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

BRACEY D. GREEN, MD
Chief Medical Officer

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

4150 Technology Way, Suite 300

Carson City, Nevada 89706

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

October 1, 2015

TO: James R. Wells, CPA. Director, Governor's Finance Office

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

FROM: Cody Phinney, Administrator, Division of Public and Behavioral Health

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

In accordance with subsection 1 (b) of NRS 333.705, the Division of Public and Behavioral Health is seeking extension of the contract with former state employee, Michael Mason from 11/5/15 to 01/31/16. Mr. Mason was previously contracted via emergency from 7/7/15 to 11/4/15. 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 was projected to open 10/1/15. Based on building, the targeted date of occupancy is 11/15/15. However, due to the difficulty in recruiting and hiring key positions to include a Sergeant and Forensic Specialists, many staff will not be employed until mid to late October, leaving little time for thorough training required 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.

Mr. Mason was a former employee who served as Lake's Crossing (LCC) Correctional Lieutenant for a significant length of time, ending his employment in May 2014. His expertise and knowledge with the staff and client population required at Lake's Crossing Center was 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. Mr. Mason has diligently provided training, expertise in policies, and security, safety and forensic knowledge during his emergency contract.

Due to the expiration of Mr. Mason's emergency contract of 11/4/15 and the timing of the Board of Examiners scheduled meeting of 11/10/15, the Division of Public and Behavioral Health respectfully requests the extension of Mr. Mason's contract retroactively from 11/5/15 to ensure no lapse in services provided.

Enclosure
cc: Nikki Hovden

Authorization to Contract with a Former Employee

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

Please check which of the following applies:

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

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

a. Summarize scope of contract work.	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. Document former job description.	Same as above plus administrative duties and responsibilities in the maintenance of security of the facility.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes. Requesting extension of contract for recruiting, hiring and training of Sergeant and supervising Forensic Specialists for the Rapid Stabilization Unit at the Rawson Neal Hospital and the Stein Hospital.
d. Explain why existing State employees within your agency cannot perform this function.	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.
e. Document if the individual overseeing or establishing the contract is related to	n/a

the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$38.86
g. List the range of comparable State employee rates.	Correctional Lieutenant, grade 39 step 10
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 11/5/15 – 1/31/16

Ellen McKeel for Richard Whaley 10/2/15

Carol Whaley 10/2/15
 Contracting Agency Head's Signature and Date

Nicki Hender 10/7/15
 Budget Analyst

Clerk of the Board of Examiners

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 | Fax: (775) 684-0260

Date: October 7, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Andrea McCalla, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION**

Agenda Item Write-up:

Pursuant to NRS 333.705, subsection 1, the Department of Administration, Purchasing Division, requests retroactive authority to contract with former employees through a Master Services Agreement (MSA) to act as uniformed security guards to various State agencies. Purchasing currently has an MSA who has used and is proposing to continue to use former employees through the term of the contract.

Additional Information:

The Purchasing Division has an MSA contract in place with AlliedBarton Security Services, who have hired seven past State of Nevada employees: Roy Price, James Robinson, Jeremi Wass, Kenneth Rodrigues, Mary Ann Garcia, Robert Clinkscales and Stephen Marrero. The Division of Purchasing was unaware that Allied Barton Security Services was employing former employees until recently. The agency has indicated that this request includes all former employees with the State of Nevada who are currently employed with AlliedBarton Security Services. According to the Purchasing Division, Capitol Police does not have the resources to perform this service for all agencies needing security, and states that there are a limited number of individuals available with the appropriate law enforcement experience. The division requests the retroactive authority for the listed employees from June 1, 2013, through the term of Contract #14094, which is May 31, 2017.

Statutory Authority:

NRS 333.705

REVIEWED: _____

ACTION ITEM: _____

Brian Sandoval
Governor



James R. Wells, CPA
Director

Lisa Sherych
Interim Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division
515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

September 3, 2015

Steve McCoy
Allied Barton Security Services
777 N Rainbow Boulevard, Suite 170
Las Vegas NV 89107

Dear Mr. McCoy,

It has been brought to my attention using agencies are not being advised when the security guard you are placing in their agency has previously been employed by the state. State agencies must be notified when the security guard is a former state employee within the last two (2) years.

Per Section 28 of the contract, you must notify the Contracting Agency of the identity of such persons and the services that each such person will perform, and receive from the Contracting Agency their approval for the use of such persons. Although State Purchasing is the Contracting Agency, this notification must be provided to the using agency, not State Purchasing.

This notification allows the using agency to decide if they want to request state approval for the security guard, or if they would rather use another person.

If you have any questions regarding this requirement, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Annette".

Annette Morfin, Purchasing Officer
Nevada State Purchasing

Laura E. Freed

From: Annette Morfin
Sent: Tuesday, October 27, 2015 4:04 PM
To: Laura E. Freed
Subject: FW: Previous employment - Allied Barton
Attachments: Letter - Previous State Employment.pdf

Importance: High

Hi Laura,

I received responses from the North on October 8 and from the South on October 7.

At the current time; we are current with everyone.

Annette Morfin

Purchasing Officer
Phone (775) 684-0185
Fax (775) 684-0188
Email amorfin@admin.nv.gov

From: Annette Morfin
Sent: Thursday, September 03, 2015 2:35 PM
To: McCoy, Steve (Steve.Mccoy@alliedbarton.com)
Subject: Previous employment
Importance: High

Hi Steve,

The attached letter is for your files. Please follow the request beginning immediately, if the security guard has been employed by the State of Nevada within the past two (2) years.

If you could please let your Las Vegas, Reno and Carson City offices know and anywhere else you might have offices.

Thank you and have a great day and holiday weekend.

Annette Morfin

Purchasing Officer
Phone (775) 684-0185
Fax (775) 684-0188
Email amorfin@admin.nv.gov

Brian Sandoval
Governor



RECEIVED

OCT 9 2015

GOVERNOR'S OFFICE
BUDGET DIVISION

Patrick Cates
Director

Lisa Sherych
Interim Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Purchasing Division

515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

October 9, 2015

MEMORANDUM

To: Andrea McCalla

From: Annette Morfin, Purchasing Officer

Subject: CETS Contract 14094 – AlliedBarton Security Services
RFP 2030 – Uniformed Security Guards

Nevada State Purchasing was unaware that AlliedBarton Security Services would be using past State of Nevada employees. When this was brought to our attention, we immediately contacted AlliedBarton Security Services.

Please find attached copies of the “Authorization to Contract with a Former Employee for six (6) of their employees.

I am waiting on two (2) more and will forward those on to you at a later date.

If you have any questions, please contact me at 684-0185 or amorfin@admin.nv.gov

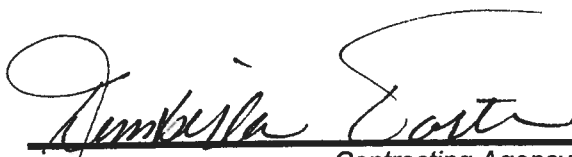
Authorization to Contract with a Former Employee

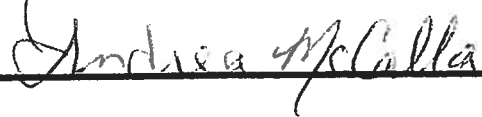
Former Employee Name: James Robinson
Former Employee ID number: 30389
Former Job Title: Correctional Officer
Former Employing Agency: Nevada Department of Corrections
Former Class and Grade: Grade 32 Step 1
Employment Dates: 2011-2012
Contracting Agency: AlliedBarton Security Services

<p>Please check which of the following applies:</p> <p><input checked="" type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.</p> <p><input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.</p>	
<p>a. Summarize scope of contract work.</p>	<p>This contract provides uniformed security guards to various State agencies. They may be armed or un-armed guards depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.</p>
<p>b. Document former job description.</p>	<p>Ensure safety and security in an institutional setting.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Yes, these are individuals with law enforcement training.</p> <p>No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>Capitol Police does not have the resources to perform this service for all agencies needing this type of service.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and</p>	<p>No</p>

why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$16.50
g. List the range of comparable State employee rates.	\$23.03-\$34.25 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Not Applicable
i. Document justification for hiring contractor.	There are a limited number of individuals available with the appropriate law enforcement experience.

Comments:


10/7/15

 Contracting Agency Head's Signature and Date

10/19/15

 Budget Analyst

 Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Jeremi Wass</u>
Former Employee ID number:	<u>50216</u>
Former Job Title:	<u>Correctional Officer</u>
Former Employing Agency:	<u>Nevada Department of Corrections</u>
Former Class and Grade:	<u>Grade 32 Step 1</u>
Employment Dates:	<u>September 18 2012 – March 15 2014</u>
Contracting Agency:	<u>AlliedBarton Security Services</u>

Please check which of the following applies:

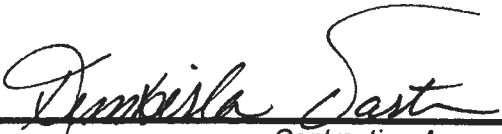
Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

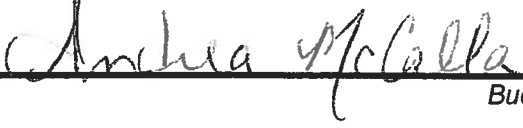
Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	This contract provides uniformed security guards to various State agencies. They may be armed or un-armed guards depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.
b. Document former job description.	Ensure safety and security in an institutional setting.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes, these are individuals with law enforcement training. No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.
d. Explain why existing State employees within your agency cannot perform this function.	Capitol Police does not have the resources to perform this service for all agencies needing this type of service.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and	No

why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$16.50
g. List the range of comparable State employee rates.	\$23.03-\$34.25 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Not Applicable
i. Document justification for hiring contractor.	There are a limited number of individuals available with the appropriate law enforcement experience.

Comments:


10/7/15

 Contracting Agency Head's Signature and Date

10/19/15

 Budget Analyst

 Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Kenneth Rodrigues</u>
Former Employee ID number:	<u>48616</u>
Former Job Title:	<u>DPS Officer 1</u>
Former Employing Agency:	<u>Department of Public Safety</u>
Former Class and Grade:	<u>Grade 36 Step 1</u>
Employment Dates:	<u>February 21 2012 – February 8 2013</u>
Contracting Agency:	<u>AlliedBarton Security Services</u>

Please check which of the following applies:

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

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

a. Summarize scope of contract work.	This contract provides uniformed security guards to various State agencies. They may be armed or un-armed guards depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.
b. Document former job description.	State Trooper, Nevada Highway Patrol.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes, these are individuals with law enforcement training. No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.
d. Explain why existing State employees within your agency cannot perform this function.	Capitol Police does not have the resources to perform this service for all agencies needing this type of service.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and	No

why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$16.50
g. List the range of comparable State employee rates.	\$23.03-\$34.25 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Not Applicable
i. Document justification for hiring contractor.	There are a limited number of individuals available with the appropriate law enforcement experience.

Comments:

Rumbula East

10/7/15

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Mary Ann Garcia</u>
Former Employee ID number:	<u>38464</u>
Former Job Title:	<u>Clerical trainee</u>
Former Employing Agency:	<u>Southern Nevada Mental Health</u>
Former Class and Grade:	<u>Class 02 Grade 20</u>
Employment Dates:	<u>August 2013 – February 2014</u>
Contracting Agency:	<u>AlliedBarton Security Services</u>

Please check which of the following applies:

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

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

a. Summarize scope of contract work.	This contract provides uniformed security guards to various State agencies. They may be armed or un-armed guards depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.
b. Document former job description.	Data input of patients and processing of new patient information.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes, these are individuals with law enforcement training. No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.
d. Explain why existing State employees within your agency cannot perform this function.	Capitol Police does not have the resources to perform this service for all agencies needing this type of service.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and	No

why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$12.88
g. List the range of comparable State employee rates.	\$23.03-\$34.25 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Not Applicable
i. Document justification for hiring contractor.	There are a limited number of individuals available with the appropriate law enforcement experience.

Comments:

Gennifer Sester

10/7/15

Contracting Agency Head's Signature and Date

Andrea McCalla

10/19/15

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name: Robert Clinkscales
Former Employee ID number: 02600
Former Job Title: Mental Health Technician III
Former Employing Agency: Southern Nevada Adult Mental Health
Former Class and Grade: DHHS/DBH/SNAMH Grade 27
Employment Dates: May 1993 – July 2014
Contracting Agency: AlliedBarton Security Services

Please check which of the following applies:


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

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

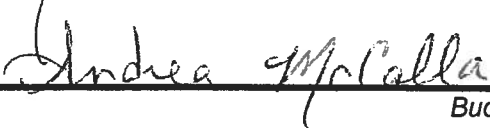
a. Summarize scope of contract work.	This contract provides uniformed security guards to various State agencies. They may be armed or un-armed guards depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.
b. Document former job description.	Direct Care of Patients who were in need of medical treatment. Report and document status of patients.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes, these are individuals with law enforcement training. No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.
d. Explain why existing State employees within your agency cannot perform this function.	Capitol Police does not have the resources to perform this service for all agencies needing this type of service.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and	No

why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$12.88
g. List the range of comparable State employee rates.	\$23.03-\$34.25 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Not Applicable
i. Document justification for hiring contractor.	There are a limited number of individuals available with the appropriate law enforcement experience.

Comments:

 10/7/15

 Contracting Agency Head's Signature and Date

 10/19/15

 Budget Analyst

 Clerk of the Board of Examiners


Authorization to Contract with a Former Employee

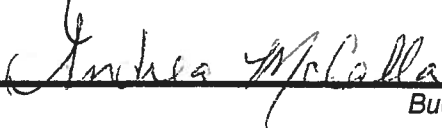
Former Employee Name: Stephen Marrero
Former Employee ID number: 46899
Former Job Title: Correctional Officer 1
Former Employing Agency: Nevada Department of Corrections
Former Class and Grade: Grade 22 Step 1
Employment Dates: May 2011 – August 2013
Contracting Agency: AlliedBarton Security Services

<p>Please check which of the following applies:</p> <p><input checked="" type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.</p> <p><input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.</p>	
<p>a. Summarize scope of contract work.</p>	<p>This contract provides uniformed security guards to various State agencies. They may be armed or un-armed guards depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.</p>
<p>b. Document former job description.</p>	<p>Ensure safety and security in an institutional setting.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Yes, these are individuals with law enforcement training.</p> <p>No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.</p>
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>Capitol Police does not have the resources to perform this service for all agencies needing this type of service.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and</p>	<p>No</p>

why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$12.88
g. List the range of comparable State employee rates.	\$23.03-\$34.25 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Not Applicable
i. Document justification for hiring contractor.	There are a limited number of individuals available with the appropriate law enforcement experience.

Comments:


10/17/15

 Contracting Agency Head's Signature and Date

10/19/15

 Budget Analyst

 Clerk of the Board of Examiners

Brian Sandoval
Governor



RECEIVED

OCT 12 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

Patrick Cates
Director

Lisa Sherych
Interim Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Purchasing Division

515 East Musser Street, Suite 300 | Carson City, Nevada 89701
Phone: (775) 684-0170 | Fax: (775) 684-0188

October 12, 2015

MEMORANDUM

To: Andrea McCalla

From: Annette Morfin, Purchasing Officer *AM*

Subject: CETS Contract 14094 – AlliedBarton Security Services
RFP 2030 – Uniformed Security Guards

Nevada State Purchasing was unaware that AlliedBarton Security Services would be using past State of Nevada employees. When this was brought to our attention, we immediately contacted AlliedBarton Security Services.

Please find attached copies of the "Authorization to Contract with a Former Employee for one (1) of their employees.

This will clean up all of their former State employees that are within the two (2) window.

If you have any questions, please contact me at 684-0185 or amorfin@admin.nv.gov

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Roy Price</u>
Former Employee ID number:	<u>Unknown</u>
Former Job Title:	<u>Correctional Officer</u>
Former Employing Agency:	<u>Nevada Department of Corrections</u>
Former Class and Grade:	<u>Grade 31 Step 1</u>
Employment Dates:	<u>10/14/2013 – 02/21/2014</u>
Contracting Agency:	<u>AlliedBarton Security Services</u>

Please check which of the following applies:

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

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

a. Summarize scope of contract work.	This contract provides uniformed security guards to various State agencies. They may be armed or un-armed guards depending on the agency's needs. It also provides for Vehicle Patrols, as well as, Random Marked Vehicle Stops.
b. Document former job description.	Ensure safety and security in an institutional setting.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	Yes, these are individuals with law enforcement training. No, there is no clause in the contract for the transfer of the specialized knowledge of the contracting agency and a time frame for the transfer.
d. Explain why existing State employees within your agency cannot perform this function.	Capitol Police does not have the resources to perform this service for all agencies needing this type of service.
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and	No

why this would not violate <u>NAC 284.750.</u>	
f. List contractor's hourly rate.	\$16.50
g. List the range of comparable State employee rates.	\$23.03-\$34.25 per hour
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	Not Applicable
i. Document justification for hiring contractor.	There are a limited number of individuals available with the appropriate law enforcement experience.

Comments:

Kimberla Sath

10/12/15

Contracting Agency Head's Signature and Date

Andrea McCalla

10/19/15

Budget Analyst

Clerk of the Board of Examiners

Brian Sandoval
Governor




James R. Wells, CPA
State Budget Director

Janet Murphy
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

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

Date: October 19, 2015
To: James R. Wells, Clerk of the Board
Department of Administration
From:  Susan Brown, 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 EDUCATION

Agenda Item Write-up:


Pursuant to NRS 333.705, the Department of Education requests authority to contract with a former Department of Education, Administrative Services Officer, through a temporary service, to provide technical assistance with the allocation and payment models for the Distributive School Account, Class Size Reduction, Full Day Kindergarten, and grants management, fiscal support and oversight for all state and federal grant programs managed by the Department, through December 31, 2016.

Additional Information:

These models are highly technical and result in the allocation of over \$2.6 billion in school funding. This position is also responsible for collecting, analyzing and preparing reports on these and other state programs and financial reporting on federal grants. Due to an unexpected leave of absence of the Administrative Services Officer position that oversees the fiscal aspects of the Department this individual will also assist in the day to day fiscal oversight of the Department.

Statutory Authority:

NRS 333.705

REVIEWED: 
ACTION ITEM: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

SOUTHERN NEVADA OFFICE
9890 S. Maryland Parkway, Suite 221
Las Vegas, Nevada 89183
(702) 486-6458
Fax: (702)486-6450
www.doe.nv.gov/Educator_Licensure

STEVE CANAVERO, Ph.D.
*Interim Superintendent
of Public Instruction*



DEPARTMENT OF EDUCATION
700 E. Fifth Street
Carson City, Nevada 89701-5096
(775) 687 - 9200 · Fax: (775) 687 - 9101
<http://www.doe.nv.gov>

MEMORANDUM

October 19, 2015

To: James Wells, Director
Department of Administration
Clerk, Board of Examiners

Through: Susan Brown, Budget Analyst 5

From: Steve Canavero, Ph.D. Superintendent of Public Instruction
Nevada Department of Education *msj/dc*

Re: Request to Contract with a Former Employee – Revised Letter

The Department of Education is requesting to contract with a former employee, Robert Pawley, who retired from State Service on June 2, 2015. The contract will assist the Department in three ways: 1) It will provide a means to provide training to Adrienne Monroe, Administrative Services Officer (ASO III) hired to replace Mr. Pawley, on aspects of the Distributive School Account (DSA) not already addressed; 2) It will provides a means for the Department to access historical information relating to the DSA, as necessary; and 3) It will provide a means of support to its Department Support team, which provides budgetary and fiscal services. On Thursday, October 15, 2015, notice was received that the ASO III that currently supervises the Department Support Team will be out on an unexpected leave of absence until the end of the year. Mr. Pawley previously oversaw the functions of this team.

Due to the timing of Mr. Pawley's retirement, there was no possibility for an overlap period of training for an incumbent to his position. Because this position is highly technical and is responsible for the allocation of over \$2.6 billion in school funding, the Department contracted with Mr. Pawley through an approved temporary employment agency utilizing the provisions of Nevada Revised Statutes (NRS) 333.705. This statute provides for an agency to contract with a former employee for up to four months if it is determined that an emergency exists which necessitates the contract. The Department determined that the need for timely payments to school districts and charter schools; the development of new fiscal year payment workbooks; and the allocation of funds based upon newly passed legislation constituted an emergency situation.

Mr. Pawley has provided services to the Department since June 17, 2015; his last contract day under NRS 333.705 will be October 17, 2015. The Department is asking for a 13 month contract, for the term November 10, 2015 through December 31, 2016. Mr. Pawley would provide contract services,

James Wells, Director
October 19, 2015
Page 2

as needed, for training to staff on school funding areas. Due to Mr. Pawley's specialized knowledge, he may also be asked to provide consultation to the Department on methods to modernize *The Nevada Plan*, as detailed in Senate Bill 508 (Chapter 536, *Statutes of Nevada*, 2015). With the passage of Senate Bill 302 (Chapter 332, *Statutes of Nevada*, 2015) relating to education savings accounts, Mr. Pawley's expertise in the history of school finance in Nevada has already been invaluable this interim and may be needed in the future. Finally, because Mr. Pawley previously oversaw the functions of the Department Support fiscal team, the services he could provide to this team would be extremely beneficial in the absence of the ASO III. Mr. Pawley has specialized knowledge across all areas of school finance, including:

- Allocation and payment models for:
 - Distributive School Account (DSA)
 - Class-size reduction (CSR);
 - Full-day kindergarten; and
 - Adult education.
- Preparation of monthly payments for the school districts and charter schools;
- NRS 387.303 reporting requirements;
- District Indirect Costs;
- Budgets, Work Programs and Fiscal Matters; and
- Grants Management, including the allocation of funds for the federal Title I and special education.

Mr. Pawley would continue to be paid through a state approved temporary employment agency. The total hourly cost of the contract would be comparable to the hourly salary Mr. Pawley previously received as the Administrative Services Officer III for the Department.

Thank you for your consideration of this request. If you have any questions or concerns, please feel free to contact me at (775) 687-9175 or mmartini@doe.nv.gov.

Enc.

cc: Mindy Martini, Deputy Superintendent, Business and Support Services
Adrienne Monroe, ASO III – District Support
Lisa Young, ASO III – Department Support
Robert Pawley, Consultant, Nevada Department of Education

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Robert Pawley</u>
Former Employee ID number:	<u>12178</u>
Former Job Title:	<u>Administrative Services Officer III</u>
Former Employing Agency:	<u>Department of Education</u>
Former Class and Grade:	<u>7.216 Grade 41</u>
Employment Dates:	<u>12/16/1997 – 6/2/2015</u>
Contracting Agency:	<u>Department of Education</u>

Please check which of the following applies:

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

<p>a. Summarize scope of contract work.</p>	<p>Assist the Department in educating the incumbent on:</p> <ul style="list-style-type: none"> ➤ Allocation and payment models for: <ul style="list-style-type: none"> • Distributive School Account (DSA) • Class-size reduction (CSR); • Full-day kindergarten; and • Adult education. ➤ Prepare monthly payments for the school districts and charter schools. ➤ NRS 387.303 reporting requirements. ➤ District Indirect Costs. ➤ Grants Management, including the allocation of funds for the federal Title I and special education. ➤ Provision of historical knowledge to appropriately implement key legislation passed during the 2015 Session, including: <ul style="list-style-type: none"> • Senate Bill 508 (Chapter 536, <i>Statutes of Nevada</i>); and • Senate Bill 302 (Chapter 332, <i>Statutes of Nevada</i>).
<p>b. Document former job description.</p>	<p>This staff person managed the District Support Services Office for the Department of Education. This Office maintains the DSA allocation and payment models, including CSR,</p>

	<p>full-day kindergarten, and adult education; prepares monthly DSA payments for the school districts and charter schools; collects, analyzes and prepares reports related to count day, class-size reduction, full-day kindergarten, adult education, other state grant programs, student and teacher demographics, state and federal school district and charter school financial reporting; and provides training and communication with the districts and charter schools related to finance and reporting requirements.</p>
<p>c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?</p>	<p>Yes, the former employee is being hired because of his specialized knowledge of:</p> <ul style="list-style-type: none"> ➤ DSA allocation and payment models, including CSR, full-day kindergarten, and adult education; ➤ Preparing monthly DSA payments for the school districts and charter schools; ➤ Grants Management; and ➤ Collection, analysis, and preparation of reports relating to the DSA and enrollment.
<p>d. Explain why existing State employees within your agency cannot perform this function.</p>	<p>This is a highly technical position at the Department; the position allocates over \$2.6 billion in school funding support to the districts. This person is retiring and there will be no overlap time with the new incumbent. In addition, most of the employees in District Support Services are relatively new and are not prepared to carry out the duties of the former employee without additional training.</p>
<p>e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.</p>	<p>There is no relationship that would violate NAC 284.750.</p>
<p>f. List contractor's hourly rate.</p>	<p>\$45.00 plus 23% = \$55.35</p>
<p>g. List the range of comparable State employee rates.</p>	<p>The former employee made \$54.48 per hour with benefits (per year)</p>
<p>h. Justify contract rate if it exceeds the maximum</p>	<p>The mandatory state contract sets the rate at 23% over the hourly rate of the temporary</p>

<p>employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?</p>	<p>employee.</p>
<p>i. Document justification for hiring contractor.</p>	<p>This temporary employment agency was chosen as a result of an RFP facilitated by the State Purchasing Division.</p>

Comments:



10.2.15

Contracting Agency Head's Signature and Date



Budget Analyst

Clerk of the Board of Examiners

NRS 333.700 Definition; contracts for services.

1. Except as otherwise provided in NRS 333.705, a using agency may contract for the services of a person as an independent contractor. Except as otherwise provided by specific statute, each such contract must be awarded pursuant to this chapter.

2. An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his, her or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

3. For the purposes of this section:

(a) Travel, subsistence and other personal expenses may be paid to an independent contractor, if provided for in the contract, in such amounts as provided for in the contract. Those expenses must not be paid pursuant to the provisions of NRS 281.160.

(b) There must be no:

(1) Withholding of income taxes by the State;

(2) Coverage for industrial insurance provided by the State;

(3) Participation in group insurance plans which may be available to employees of the State;

(4) Participation or contributions by either the independent contractor or the State to the Public Employees' Retirement System;

(5) Accumulation of vacation leave or sick leave; or

(6) Coverage for unemployment compensation provided by the State if the requirements of NRS 612.085 for independent contractors are met.

4. An independent contractor is not in the classified or unclassified service of the State and has none of the rights or privileges available to officers or employees of the State of Nevada.

5. If the contract is for services for which a license, certificate, registration, permit or other type of authorization is required by law, an independent contractor must hold the appropriate, current authorization that is required by law for the services.

6. Except as otherwise provided in this subsection, each contract for the services of an independent contractor must be in writing. The form of the contract must be first approved by the Attorney General, and except as otherwise provided in subsection 8, an executed copy of each contract must be filed with the Fiscal Analysis Division of the Legislative Counsel Bureau and the Clerk of the State Board of Examiners. The State Board of Examiners may waive the requirements of this subsection in the case of contracts which are for amounts less than \$2,000.

7. Except as otherwise provided in subsection 8, and except for contracts entered into by the Nevada System of Higher Education, each proposed contract with an independent contractor must be submitted to the State Board of Examiners. The contracts do not become effective without the prior approval of the State Board of Examiners, except that the State Board of Examiners may authorize its Clerk or a designee to approve contracts which are:

(a) For amounts less than \$50,000; or

(b) Entered into by the State Gaming Control Board for the purposes of investigating an applicant for or holder of a gaming license.

8. Copies of the following types of contracts need not be filed or approved as provided in subsections 6 and 7:

(a) Contracts executed by the Department of Transportation for any work of construction or reconstruction of highways.

(b) Contracts executed by the State Public Works Division of the Department of Administration or any other state department or agency for any work of construction or major repairs of state buildings, if the contracting process was controlled by the rules of open competitive bidding.

(c) Contracts executed by the Housing Division of the Department of Business and Industry.

(d) Contracts executed with business entities for any work of maintenance or repair of office machines and equipment.

9. The State Board of Examiners shall review each contract submitted for approval pursuant to subsection 7 to consider:

(a) Whether sufficient authority exists to expend the money required by the contract; and

(b) Whether the service which is the subject of the contract could be provided by a state agency in a more cost-effective manner.

↳ If the contract submitted for approval continues an existing contractual relationship, the State Board of Examiners shall ask each agency to ensure that the State is receiving the services that the contract purports to provide.

10. If the services of an independent contractor are contracted for to represent an agency of the State in any proceeding in any court, the contract must require that the independent contractor identify in all pleadings the specific state agency which he or she is representing.

11. Except as otherwise provided in this subsection, a contract for the services of an independent contractor may be performed in parts or phases. A contract for the services of an independent contractor must not be split into separate contracts for the purpose of avoiding any requirements for competitive bidding.

12. The State Board of Examiners may adopt regulations to carry out the provisions of this section.

(Added to NRS by 2009, 2229; A 2013, 49)

NRS 353.097 Stale Claims Account; approval and payment of stale claims; payment of certain late claims for medical expenses.

1. As used in this section, "stale claim" means any claim which is presented by a state agency to the State Board of Examiners:

(a) If the claim was eligible to be paid from money that was appropriated, after the date on which it is provided by law that money appropriated to that state agency for the previous fiscal year reverts to the fund from which appropriated; or

(b) If the claim was eligible to be paid from money that was authorized, after the last day of the fiscal year in which that state agency was authorized to expend the money.

2. There is hereby created a Stale Claims Account in the State General Fund. Money for the Account must be provided by direct legislative appropriation.

3. Upon the approval of a stale claim pursuant to subsection 4, the claim must be paid from the Stale Claims Account. Payments of such stale claims for a state agency must not exceed:

(a) If the claim was eligible to be paid from money that was appropriated, the amount of money reverted to the fund from which appropriated by the state agency for the fiscal year in which the obligations represented by the stale claims were incurred; or

(b) If the claim was eligible to be paid from money that was authorized, the balance on the last day of the fiscal year of money that the state agency was authorized to expend during the fiscal year.

4. Except as otherwise provided in this section, a stale claim must be approved for payment from the Stale Claims Account by the State Board of Examiners. The State Board of Examiners may authorize its Clerk or a person designated by the Clerk, under such circumstances as it deems appropriate, to approve stale claims on behalf of the Board. A state agency that is aggrieved by a determination of the Clerk or the person designated by the Clerk to deny all or any part of a stale claim may appeal that determination to the State Board of Examiners.

5. A stale claim may be approved and paid at any time, despite the age of the claim, if payable from available federal grants or from a permanent fund in the State Treasury other than the State General Fund.

6. A state agency may pay from the appropriate budget account in the current fiscal year a stale claim of the state agency which is:

(a) Less than \$100;

(b) For medical expenses pursuant to a claim from a third-party administrator; or

(c) For payroll expenses.

(Added to NRS by 1969, 1108; A 1983, 180; 2001, 1077; 2011, 1614; 2013, 3675)

NRS 353.110 Overpayment of taxes, license fees and other charges.

1. Whenever an amount has been paid into a county treasury for taxes which exceeds the amount required by law to be paid for the applicable tax year, and all or part of the amount so paid has been deposited in the State Treasury, a claim for refund of that portion of the overpayment which has been deposited in the State Treasury may be made only to the State Board of Examiners.

2. Whenever an overpayment of a license fee, tax or other charge has been made to any state agency or officer, except under the circumstances specified in subsection 1, the agency or officer may, subject to the provisions of any other applicable law, refund the amount of the overpayment after obtaining the approval of the State Board of Examiners, except that the State Board of Examiners may authorize its Clerk, under such circumstances as it deems appropriate, to approve such a refund on behalf of the Board. A state agency or officer who is aggrieved by a determination of the Clerk to deny all or any part of such a refund may appeal that determination to the State Board of Examiners.

[Part 1:166:1919; 1919 RL p. 3109; NCL § 6954] + [Part 1:89:1923; NCL § 6637]—(NRS A 1969, 1120; 2001, 1078)

NRS 353.252 Petty cash accounts: State Board of Examiners may authorize Clerk to authorize establishment by state agency; duties of Clerk.

1. The State Board of Examiners may authorize its Clerk, under such circumstances as it deems appropriate, to authorize a state agency to establish a petty cash account of not more than \$500 out of the agency's budgeted resources.

2. If a petty cash account is authorized for any state agency pursuant to this section, the Clerk shall:

(a) Define the purposes for which the petty cash account may be used; and

(b) Provide that replenishment claims must be paid from the agency's budgeted resources and processed as other claims against the State are paid.

(Added to NRS by 1975, 128; A 1989, 1501; 2001, 1077; 2003, 961)

NRS 353.263 Emergency Account.

1. As used in this section, "emergency" means invasion, disaster, insurrection, riot, breach of the peace, substantial threat to life or property, epidemic or the imminent danger thereof. The term includes damage to or the disintegration of a building owned by this state or of the mechanical or electrical system of such a building when immediate repairs are necessary to maintain the integrity of the structure or its mechanical or electrical system.

2. The Emergency Account is hereby created in the State General Fund. Money for the Account must be provided by direct legislative appropriation.

3. When the State Board of Examiners finds that an emergency exists which requires an expenditure for which no appropriation has been made, or in excess of an appropriation made, the Board may authorize an expenditure from the Emergency Account to meet the emergency.

4. The State Board of Examiners may, under such circumstances as it deems appropriate, authorize its Clerk to determine whether an emergency exists and approve, on behalf of the Board, an expenditure from the Emergency Account.

5. The Chief shall enumerate expenditures from the Account made in the preceding biennium in each executive budget report.

6. Notwithstanding the provisions of this section to the contrary, money in the Emergency Account may be expended for any purpose authorized by the Legislature.

(Added to NRS by 1960, 120; A 1963, 1028; 1969, 504, 1014, 1457; 1975, 26; 1977, 228; 1981, 438; 1989, 74; 1991, 1750; 2001, 1078; 2003, 961; 2010, 26th Special Session, 8)

NRS 353.264 Reserve for Statutory Contingency Account.

NRS 353.264 Reserve for Statutory Contingency Account.

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

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

(a) The payment of claims which are obligations of the State pursuant to NRS 41.03435, 41.0347, 62I.025, 176.485, 179.310, 212.040, 212.050, 212.070, 281.174, 282.290, 282.315, 288.203, 293.253, 293.405, 353.120, 353.262, 412.154 and 475.235;

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

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

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

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

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

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

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

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

NRS 353C.220 Bad debts: Designation; removal from books of account of State; effect of removal; master file.

1. If the State Controller determines that it is impossible or impractical to collect a debt, the State Controller may request the State Board of Examiners to designate the debt as a bad debt. The State Board of Examiners, by an affirmative vote of the majority of the members of the Board, may designate the debt as a bad debt if the Board is satisfied that the collection of the debt is impossible or impractical. If the debt is not more than \$50, the State Board of Examiners may delegate to its Clerk the authority to designate the debt as a bad debt. The State Controller may appeal a denial of a request to designate the debt as a bad debt by the Clerk to the State Board of Examiners.

2. Upon the designation of a debt as a bad debt pursuant to this section, the State Board of Examiners or its Clerk shall immediately notify the State Controller thereof. Upon receiving the notification, the State Controller shall direct the removal of the debt from the books of account of the State of Nevada. A bad debt that is removed pursuant to this section remains a legal and binding obligation owed by the debtor to the State of Nevada.

3. The State Controller shall keep a master file of all debts that are designated as bad debts pursuant to this section. For each such debt, the State Controller shall record the name of the debtor, the amount of the debt, the date on which the debt was incurred and the date on which it was removed from the records and books of account of the State of Nevada, and any other information concerning the debt that the State Controller determines is necessary.

(Added to NRS by 1999, 3447; A 2001, 1878; 2003, 1452; 2007, 239; 2009, 1181)

1306 Home Storage of State Vehicles

It is the policy of the Board of Examiners, that the home storage of State Vehicles be authorized; however, the approval will be limited by individual justification based on convenience and benefit to the State. The department head or their designee is granted the authority to approve home storage of State vehicles for their respective department. The department head shall establish policies outlining the process and the justification for the approval. The department must retain all documentation relevant to the policy per their department's records retention schedule. In general, home storage may be authorized only when less costly to the State or when a State vehicle must be used by the employee because the vehicle is specially marked or equipped.

Per the Internal Revenue Service (IRS) home storage of a state vehicle may be considered a form of compensation; therefore, the IRS has rules in-place for the home storage of employer owned vehicles.

Agencies are encouraged to access the IRS website for current IRS rules. The following link http://www.irs.gov/pub/irs-tege/fringe_benefit_fslg.pdf will take you to the IRS Taxable Fringe Benefit Guide. Please reference the employer provided vehicle section.

Home storage of State vehicles may be authorized only if the following apply:

1. The department verified the justification meets IRS guidelines.
2. The agency is unable to provide adequate, secure storage for the vehicle and, due to special equipment or other circumstances; the vehicle is at substantial risk if not stored at an employee's home during non-working hours.
3. The officer or employee is directed, in writing, by the head of the agency to which the vehicle is assigned, or his/her designee, to keep the vehicle at his/her residence because his/her duties include responding to conditions that regularly require an immediate response.
4. The employee operates out of his/her home.

Note: Per IRS: Any officer that is required to carry a firearm whether in uniform or undercover, in a marked or unmarked vehicle, as long as they are within their jurisdiction are exempt from declaring the use of a State vehicle as income.

Authorization may be given for items three and four only if demonstrated, to the satisfaction of the department head or their designee, that it is less costly to the State to assign a State vehicle than to reimburse the employee for the use of his/her personal vehicle. This requirement does not apply for items three and four if the vehicle carries or is equipped with special equipment needed to perform duties directly related to the employee's job and the employee is in an emergency response capacity after normal working hours.

The department head or their designee, must give written approval for the permanent assignment of vehicles to an employee for home storage and a list of those approvals, with justification, must be submitted to the Director of the Department of Administration on or before January 1 of each year together with a report on the value, for federal income tax purposes, of commuting trips made by employees in State vehicles. In order to have a complete record, a response from the agency is required even if there are no vehicles authorized for home storage. This report will be made on a form designated by the Director of the Department of Administration.

For Budget Division Use Only	
Reviewed by: <u>SS</u>	<u>10/13/15</u>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Education
700 5th Street
Carson City, Nevada 89701
Mindy Martini (775) 687-9175 mmartini@doe.nv.gov

Remarks: This full service lease is to expand the current space for the Department of Education by 2,370 (1,414 and 956) square feet for twenty-five months with three one-year options to renew.

Exceptions/Special notes: Includes 5-day janitorial.

2. Name of Landlord (Lessor): Maryland Parkway Properties, LLC

3. Address of Landlord: c/o MDL Group
3065 S. Jones, Suite 201
Las Vegas, Nevada 89146

4. Property contact: Robert Perkins
MDL Group
Phone (702) 388-1800 x226 Fax (702) 388-1010
rperkins@mdlgroup.com

5. Address of Lease property: 9890 South Maryland Parkway
Las Vegas, Nevada 89117

a. Square Footage: Rentable
 Usable 14,205 (12,791 existing + 1,414 expansion) + 956 Feet Additional Expansion Space

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Actual cost per square foot		
\$25,569.00	12	\$306,828.00	December 1, 2015 - November 30, 2016	\$1.80		
3% \$26,279.25	13	\$341,630.25	December 1, 2016 - December 31, 2017	\$1.85		
14,205 Square Feet Office Space Increase %						
\$1,529.60	12	\$18,355.20	November 1, 2015 - October 31, 2016	\$1.60		
3% \$1,577.40	13	\$20,506.20	November 1, 2016 - December 31, 2017	\$1.65		
956 Square Feet Expansion Space Increase %		\$687,319.65				
1st Option to Renew	3%	\$26,989.50	12	\$323,874.00	January 1, 2018 - December 31, 2018	\$1.90
1st Option to Renew	3%	\$1,625.20	12	\$19,502.40	January 1, 2018 - December 31, 2018	\$1.70
Total 1st Option to Renew				\$343,376.40		
2nd Option to Renew	3%	\$27,699.75	12	\$332,397.00	January 1, 2019 - December 31, 2019	\$1.95
2nd Option to Renew	3%	\$1,673.00	12	\$20,076.00	January 1, 2019 - December 31, 2019	\$1.75
Total 2nd Option to Renew				\$352,473.00		
3rd Option to Renew	3%	\$28,410.00	12	\$340,920.00	January 1, 2020 - December 1, 2020	\$2.00
3rd Option to Renew	3%	\$1,720.80	12	\$20,649.60	January 1, 2020 - December 1, 2020	\$1.80
Total 3rd Option to Renew				\$361,569.60		

c. Total Lease Consideration: 26 \$687,319.65

d. Option to renew: Yes No 90 Renewal terms: Three pre-negotiated one-year terms

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

f. Term: 26 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 special notes)

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

k. Comparable Market Rate: \$2.05 - \$2.60

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

m. Lease will be paid for by Agency Budget Account Number: 2705 & 2612

6. Purpose of the lease: To house the Las Vegas 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: \$1,000.00 Furnishings: \$7,000.00 Data/Phones: \$1,500.00


RECEIVED

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
10.7.15
Date


For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20111479961	Exp:	7/31/2016	47
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?				
g. State of Nevada Vendor number:	T27029677			

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
10.5.15
Date

ht For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	10/9/15 TT
Reviewed by: SS	10/13/15
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Employment, Training and Rehabilitation
Nevada Equal Rights Commission
500 East Third Street
Carson City, Nevada 89701
Brandon Taylor 775.684.3901 fax: 775.684.3848 btaylor@nvdetr.org

Remarks: This is a lease renewal adding additional square feet and tenant improvements at approximately 50% of current market rate.

Exceptions/Special notes:

2. Name of Landlord (Lessor): JS Park Sahara, LLC

3. Address of Landlord: c/o Optima Asset Management
1600 Dove Street, Suite 301
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, Suites 314 & 315
Las Vegas, Nevada 89104

a. Square Footage: Rentable
 Usable 3,729

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$3,840.87	12	\$46,090.44	November 1, 2015 - October 31, 2016	\$1.03
5%	\$4,027.32	12	\$48,327.84	November 1, 2016 - October 31, 2017	\$1.08
4%	\$4,213.77	12	\$50,565.24	November 1, 2017 - October 31, 2018	\$1.13
4%	\$4,400.22	12	\$52,802.64	November 1, 2018 - October 31, 2019	\$1.18

c. Total Lease Consideration: 48 \$197,786.16

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

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

f. Term: Four (4) 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: \$2.05 - \$2.60

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

m. Lease will be paid for by Agency Budget Account Number: 2580

6. Purpose of the lease: To house the Nevada Equal Right Commission

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$1,000.00

RECEIVED

OCT 07 2015

GOVERNOR'S FINANCE OFFICE
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

[Handwritten signature]

Authorized Agency Signature _____ Date _____

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20051400133	Exp:	6/30/2016	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:	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

[Handwritten signature]
 Authorized Signature _____ Date 10/7/15
 Public Works Division
 For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>R. Williams</i>	<i>10/8/15</i>
Reviewed by:	
Reviewed by:	

MA
10/15

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
Robin Williams 775.687.5162 fax: 775.687.1001 robinw@rrc.nv.gov

Remarks: This relocation was negotiated due to the merger of the Health Division and Rural Health Services, additional Health Division staff required additional space.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Lakey Brothers General Tire, Inc.

3. Address of Landlord: PO Box 5159, Fallon, Nevada 89407
3434 Cress Place, Fallon, Nevada 89406

4. Property contact: Jim Lakey
775.423.4546 fax: 775.867.4820

5. Address of Lease property: 101 North Maine Street
Fallon, Nevada 89406

a. Square Footage: Rentable
 Usable 800

b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$750.00	12	\$9,000.00	December 1, 2015 - November 30, 2016	\$0.94
	\$750.00	12	\$9,000.00	December 1, 2016 - November 30, 2017	\$0.94
	\$750.00	12	\$9,000.00	December 1, 2017 - November 30, 2018	\$0.94

c. Total Lease Consideration: 36 \$27,000.00

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: 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: Not Available

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 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: \$500.00 Data/Phones: \$1,407.00

RECEIVED

OCT 07 2015

GOVERNOR'S FINANCE OFFICE
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

Jules Katchum 10-6-15
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20101343328</u>	Exp:	<u>4/30/2016</u>	5
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input checked="" type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<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>T81074050</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] 10-5-15
Authorized Signature Date
Public Works Division

II For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	
Reviewed by: <i>SBS</i>	<i>10/13/15</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Motor Vehicles
555 Wright Way
Carson City, Nevada 89711
Randy Hobdy 775.684.4804 fax: 775.684.4692 rhobdy@dmv.nv.gov

Remarks: This full service lease was negotiated to accomodate the DMV IT staff for system modernization.

Exceptions/Special notes: Quarterly payments for the security system will be paid by Tenant to the Lessor.

2. Name of Landlord (Lessor): Vista Buena Holdings, LLC

3. Address of Landlord: 322 West Avenida Gaviota 700 Mistletoe Road, Suite 106
San Clemente, California 92672 Ashland, Oregon 97520

4. Property contact: NAI Alliance
504 East Musser Street, Suite 202
Carson City, Nevada 89701
Cheryl Evans 775.546.2890 Fax: 775.434.2998 cevans@naialliance.com

5. Address of Lease property: 1886 College Parkway
Carson City, Nevada 89706

a. Square Footage: Rentable
 Usable 9,204

b. Cost:

	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
Increase %	\$0.00	20 days	\$0.00	November 11, 2015 - November 30, 2015	\$0.00
100%	\$14,450.28	12	\$173,403.36	December 1, 2015 - November 30, 2016	\$1.57
2%	\$14,811.54	12	\$177,738.48	December 1, 2016 - November 30, 2017	\$1.61
2%	\$15,181.83	12	\$182,181.96	December 1, 2017 - November 30, 2018	\$1.65
2%	\$15,561.37	12	\$186,736.44	December 1, 2018 - November 30, 2019	\$1.69
2%	\$15,950.41	7	\$111,652.87	December 1, 2019 - June 30, 2020	\$1.73

c. Total Lease Consideration: 55 mo 20 dys \$831,713.11

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: Four (4) Years Seven (7) Months Twenty (20) 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: \$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: 4716

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: \$192,614.00 Data/Phones: \$113,951.13

RECEIVED

SEP 23 2015

GOVERNOR'S FINANCE OFFICE
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 4716 ESSD

IF NO, PLEASE PROVIDE THE APPROVED WORK PROGRAM NUMBER ADDING THE EXPENSE TO YOUR BUDGET

Amy McKay
Authorized Agency Signature
9/22/15
Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV20151454958</u>	Exp:	<u>7/31/2016</u>	75
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LLP <input type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES			<input checked="" type="checkbox"/> NO
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	<input checked="" type="checkbox"/> YES			<input type="checkbox"/> NO
g. State of Nevada Vendor number:	<u>TBD</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]
Authorized Signature
Public Works Division
9.22.15
Date
||
For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by:	10/15/16
Reviewed by:	SB 10/13/15
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: State Public Charter School Authority
1749 North Stewart Street, Suite 40
Carson City, Nevada 89706
Jessica Hoban 775.687.9149 fax: 775.687.9113 jlhoban@spsca.nv.gov

Remarks: This full service lease is to house an existing program with three one-year options to renew.

Exceptions/Special notes:

2. Name of Landlord (Lessor): Maryland Parkway Property, LLC

3. Address of Landlord: c/o MDL Group
3065 South Jones Boulevard, Suite 201
Las Vegas, Nevada 89146

4. Property contact: Robert Perkins
702.388.1800 x226 Fax: 702.388.1010 rperkins@mdlgroup.com

5. Address of Lease property: 9890 South Maryland Parkway
Las Vegas, Nevada 89117

a. Square Footage: Rentable Usable 1,820

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$3,276.00	12	\$39,312.00	December 1, 2015 - November 30, 2016	\$1.80
3% \$3,367.00	13	\$43,771.00	December 1, 2016 - December 31, 2017	\$1.85
c. Lease Term Consideration:		25	\$83,083.00	
3% \$3,458.00	12	\$41,496.00	January 1, 2018 - December 31, 2018	\$1.90
c. First Option to Renew Consideration:		12	\$41,496.00	
3% \$3,549.00	12	\$42,588.00	January 1, 2019 - December 31, 2019	\$1.95
c. Second Option to Renew Consideration:		12	\$42,588.00	
3% \$3,640.00	12	\$43,680.00	January 1, 2020 - December 1, 2020	\$2.00
c. Third Option to Renew Consideration:		12	\$43,680.00	
d. Option to renew:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	90	Renewal terms:	Three pre-negotiated one-year terms
e. Holdover notice:	# of Days required	30	Holdover terms:	5%/90
f. Term:	Two (2) Years One (1) Month			
g. Pass-thrus/CAM/Taxes	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant			
h. Utilities:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant			
i. Janitorial:	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant <input type="checkbox"/> 3 day <input checked="" type="checkbox"/> 5 day <input type="checkbox"/> Rural 3 day <input type="checkbox"/> Rural 5 day <input type="checkbox"/> Other (see special notes)			
j. Repairs:	Major: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant Minor: <input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Tenant			
k. Comparable Market Rate:	\$2.05 - \$2.60			
l. Specific termination clause in lease:	Breach/Default lack of funding			
m. Lease will be paid for by Agency Budget Account Number:	2711			

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

Jessica L. Holen 10/7/15
Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20111479961	Exp:	7/31/2016	47
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>			
c. Is the Contractor Exempt from obtaining a Business License: *If yes, please explain in exceptions section	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
d. Is the Contractors Name the same as the Legal Entity Name? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
e. Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain in exceptions section	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?				
g. State of Nevada Vendor number:	T27029677			

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] 10/7/15
Authorized Signature Date
Public Works Division

II For Board of Examiners YES NO

For Budget Division Use Only	
Reviewed by: <i>[Signature]</i>	10-13-15
Reviewed by: <i>[Signature]</i>	10-14-15
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Public Safety
Division of Investigations
555 Wright Way
Carson City, Nevada 89711
Jennifer Bauer 775.684.4698 fax: 775.684.4884 jbauer@dps.state.nv.us

Remarks: This is a renewal of a current lease at the current rent rate.

Exceptions/Special notes: DPS Minimal Janitorial

2. Name of Landlord (Lessor): Uccelli Properties

3. Address of Landlord: 1 Uccelli Boulevard
Redwood City, California 94063

4. Property contact: Marge Sherman
800 Union Lane
Fallon, Nevada 89406
775.423.3829

5. Address of Lease property: 963 & 965 West Williams Avenue
Fallon, Nevada 89406

a. Square Footage: Rentable
 Usable 2,000

b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,777.00	12	\$21,324.00	December 1, 2015 - November 30, 2016	\$0.89
	12	\$21,324.00		

Increase % *N/C*

c. Total Lease Consideration: 12 \$21,324.00

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: One (1) Year

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

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

k. Comparable Market Rate: Not Available

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

m. Lease will be paid for by Agency Budget Account Number: 3743

6. Purpose of the lease: To house the Investigations Division

7. This lease constitutes:

- An extension of an existing lease
- An addition to current facilities (requires a remark)
- A relocation (requires a remark)
- A new location (requires a remark)
- Remodeling only
- Other

a. Estimated Moving Expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

RECEIVED

OCT 06 2015

GOVERNOR'S FINANCE OFFICE
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

 Authorized Agency Signature Date

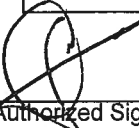
For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19991138480</u>	Exp:	<u>12/31/2015</u>	
b. The Contractor is registered with the Nevada Secretary of State's Office as a:	LLC <input type="checkbox"/>	INC <input type="checkbox"/>	CORP <input type="checkbox"/>	LP <input checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES		<input checked="" type="checkbox"/> NO	
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO	
*If no, please explain in exceptions section				
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>T80135580</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

10.5.15
 Date

II
 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

Jackie Muth 10-10-15
 Authorized Agency Signature Date

For Public Works Information:

8. State of Nevada Business License Information:

a. Nevada Business ID Number:	<u>NV19991138480</u>	Exp:	<u>12/31/2015</u>	6
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"/>	LP <input checked="" type="checkbox"/>
c. Is the Contractor Exempt from obtaining a Business License:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
*If yes, please explain in exceptions section				
d. Is the Contractors Name the same as the Legal Entity Name?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
e. Does the Contractor have a current Nevada State Business License (SBL)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
*If no, please explain in exceptions section				
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>T80135580</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
 II
 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 CONTRACT1. Contract Number: **17152**Agency Name: **NUCLEAR PROJECTS OFFICE**Agency Code: **012**Appropriation Unit: **1005-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **STROLIN CONSULTING, LLC**Contractor Name: **STROLIN CONSULTING, LLC**Address: **2559 NYE DR**City/State/Zip: **MINDEN, NV 89423-7012**Contact/Phone: **Joseph Strolin 775-720-4938**Vendor No.: **T29022105**NV Business ID: **NV202091397942**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	80.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	20.00 % Western Governors' Association

Agency Reference #: **JCS5**

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 **11/2015**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2016**Contract term: **1 year**4. Type of contract: **Contract**Contract description: **Licensing Support**

5. Purpose of contract:

This is a new contract to provide ongoing services to implement the oversight of the Yucca Mountain repository program and the Nuclear Regulatory Commission licensing proceeding, including work related to transuranic and low-level radioactive waste shipments within Nevada, work associated with the Agreement-in-Principle between the State of Nevada and the U.S. Department of Energy and other services required for the effective operations of the agency.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,000.00**

Payment for services will be made at the rate of \$60.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to budget reductions, it was not possible to fund the Planning Division Administrator position for the foreseeable future. Mr. Strolin has agreed to assist the agency on a part-time basis to assure that important Planning Division work can continue. Mr. Strolin has unique qualifications, knowledge, and experience as a result of his long tenure with the agency and intimate involvement with the Yucca Mountain program and other nuclear waste issues/activities in Nevada, especially with regard to the Nevada National Security Site (formerly the NTS). The DC Circuit Court of Appeals has ordered that the Yucca Mountain licensing proceeding be restarted by the Nuclear Regulatory Commission.

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

Even if funding were available to fill the Planning Division Administrator position (which there is not), it is not feasible nor possible to spend the years required to train someone new in order to have him or her attain the knowledge and competence needed to perform these services in the timeframe required. This is especially true, given that the Yucca Mountain licensing proceedings are to be restarted.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 150905
Approval Date: 09/30/2015

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract to the Agency for Nuclear Projects. Quality of service is exemplary.

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

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

Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	slync1	10/06/2015 15:08:56 PM
Division Approval	slync1	10/06/2015 15:08:58 PM
Department Approval	slync1	10/06/2015 15:09:01 PM
Contract Manager Approval	slync1	10/06/2015 15:09:08 PM
Budget Analyst Approval	cmurph3	10/07/2015 15:19:38 PM
BOE Agenda Approval	pnicks	10/12/2015 13:36:05 PM
BOE Final Approval	Pending	



Purchasing Use Only:	
Approval#:	150905

SOLICITATION WAIVER JUSTIFICATION AND REQUEST FORM

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

1a	Agency Contact Information - Note: Approved copy will be sent to only the contact(s) listed below:		
	State Agency:	Agency for Nuclear Projects	
	Contact Name and Title	Phone Number	Email Address
	Robert Halstead, Executive Director	775-687-3744	bhalstead@nuc.state.nv.us

Vendor Information:		
1b	Identify Vendor:	Strolin Consulting, LLC
	Contact Name:	Joe Strolin
	Address:	2559 Nye Drive, Minden, NV 89423
	Telephone Number:	775-720-4938
	Email Address:	jstrolin@gmail.com

Type of Waiver Requested – Check the appropriate type:		
1c	Sole or Single Source:	
	Professional Service Exemption:	X

Contract Information:			
1d	Is this a new Contract?	Yes X	No
	Amendment:	#	
	CETS:	#	

Term:			
1e	One (1) Time Purchase:		
	Contract:	Start Date: 1-1-2016	End Date: 12-31-2016

Funding:		
1f	State Appropriated:	NDOT Highway funds
	Federal Funds:	
	Grant Funds:	Western Governors' Association
	Other (Explain):	

1g	Total Estimated Value of this Service Contract, Amendment or Purchase:
	Not-to-exceed \$75,000.00

2	Provide a description of work/services to be performed or commodity/good to be purchased:
	Contract provides for the services of the former Planning Division Administrator and Acting Director for the Agency for Nuclear Projects to assist in coordinating and managing the Agency's policy, licensing, planning, impact assessment and transportation functions (see the Scope of Work - Exhibit A - attached to the proposed contract).

3	What are the unique features/qualifications required for this service or good that are not available from any other vendor:
	The contract specifies that it is exclusively for the services of Mr. Joseph C. Strolin, who served as the Agency's Planning Division Administrator from 1984 until April 2009. Mr. Strolin was appointed Acting Executive Director by Governor Sandoval in January 2011 and served in that capacity until the current permanent Executive Director was hired. Due to budget reductions that hit the Agency in the FY 2010 – 2011 biennium, the Planning Division Administrator position had to be eliminated. To address the important aspects of Agency operations and functioning lost with the elimination of the Planning Division Administrator position and the reductions in staff resulting from drastically reduced budgets, Mr. Strolin has been assisting the Agency under a series of part-time contracts, the most recent of which extends through December 31, 2015.
	Providing for the continued services of Mr. Strolin is crucial at a time when the licensing process for the Yucca Mountain nuclear waste repository program has been ordered restarted by a federal appeals court. Mr. Strolin has unique qualifications, knowledge and experience as a result of his long tenure with the Agency and his close involvement with the Yucca Mountain program and other nuclear waste issues/activities in the state. There is no one available in or out of state service who has the knowledge, experience and ability to assure continuity of Agency activities with respect to policy, planning, licensing, impact assessment and transportation of nuclear waste and nuclear materials. His advice and counsel have proven to be essential during the past few years, and it is expected that having his knowledge and expertise available as the Agency returns to the complex and highly charged licensing proceeding will be extremely important. Even if it were possible to fill the Agency's Planning Division Administrator position (which it is not), it would not be feasible to spend the months/years required to train someone new in order to have him or her attain the knowledge and competencies required to provide the services the Agency needs now.

4	Explain why this service or good cannot be competitively bid and why this purchase is economically only available from a single source:
	There is no other person available to the Agency who can provide the services and bring the expertise, knowledge and qualifications that are needed at this crucial time. It would not be feasible to competitively bid this contract since it is the services of a single, unique individual that are needed.

5	Were alternative services or commodities evaluated? Check One.	Yes:	<input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
	a. <i>If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.</i>				
	b. <i>If not, why were alternatives not evaluated? Please see #3 and #4</i>				

--	--

6	Has the agency purchased this service or commodity in the past? Check One. Note: If your previous purchase(s) was made via solicitation waiver(s), a copy or copies of <u>ALL</u> previous waivers must accompany this request.			Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>	
	a. <i>If yes, starting with the most recent contract and working backward, for the entire relationship with this vendor, or any other vendor for this service or commodity, please provide the following information:</i>							
	<i>Term Start and End Dates</i>		<i>Value</i>	<i>Short Description</i>	<i>Type of Procurement (RFP, RFQ, Waiver)</i>			
	1/1/2014	12/31/15	<i>Not-to-exceed \$75,000.00/yr</i>	coordinating and managing the Agency's policy, licensing, planning, impact assessment and transportation functions	<i>Waiver</i>			
	12-13-11	12/31/13	<i>Not-to-exceed \$50,000.00/yr</i>	coordinating and managing the Agency's policy, licensing, planning, impact assessment and transportation functions	<i>Waiver</i>			
	7/1/2009	1/19/11	<i>Not-to-exceed \$50,000.00/yr</i>	coordinating and managing the Agency's policy, licensing, planning, impact assessment and transportation functions	<i>Waiver</i>			
		\$						
		\$						

7	What are the potential consequences to the State if the waiver request is denied and the service or good is competitively bid?
	If the waiver request is denied, the State (and the Agency) would be denied services and expertise that is urgently required to protect Nevada's interests in the Yucca Mountain licensing process, to assure the continued ability to address Yucca Mountain program impacts, and to coordinate and plan for ongoing and future nuclear waste transportation directly impacting the State.

8	What efforts were made or conducted to substantiate there is no competition for the service or good and to ensure the price for this purchase is fair and reasonable?
	Not Applicable. Please see #3 and #4.

9	Will this purchase obligate the State to this vendor for future purchases? Check One.			Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
	a. <i>If yes, please provide details regarding future obligations or needs.</i>						
	If need and funding continues and persists, the Agency intends to contract with the vendor again for the same 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.

Susan W Lynch

Agency Representative Initiating Request

Susan W. Lynch

Print Name of Agency Representative Initiating Request

9-28-2015

Date

Robert J Halstead

Signature of Agency Head Authorizing Request

Robert J. Halstead

Print Name of Agency Head Authorizing Request

9.28.2015

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:

Kimberla East

Administrator, Purchasing Division or Designee

9/30/15

Date



Purchasing Use Only:	
Approval #:	114

CONTRACT EXTENSION JUSTIFICATION AND REQUEST FORM

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

1	Agency Contact Information – Note: Copy(s) will be sent to only the contact(s) listed below:		
	State Agency:	Agency for Nuclear Projects	
	Contact Name(s) and Titles:	Robert J. Halstead, Executive Director	
	Telephone Number(s):	775-687-3744	
	Email Address(s):	bhalstead@nuc.state.nv.us	

2	Contractor Information:		
	Contractor:	Strolin Consulting, LLC	
	Contact Name:	Joseph C. Strolin	
	Address:	2559 Nye Drive, Minden, NV 89423	
	Phone Number:	775-720-4938	
	Email Address:	jstrolin@gmail.com	

3	Ongoing relationship disclosure – List all previous contract information:			
	Procurement method:	Sole source waivers: #090523; #130906		
	CETS #:	11020; 12850; 15048		
	Contract “not to exceed amount”:	\$50,000.00; \$75,000.00		
	Contract term:	Start date:		End date:
		7/1/09	1/19/11	
		12/13/11	12/31/13	
		1/1/14	12/31/15	

4	Procurement method used to award the current contract:	
	RFP, solicitation # if applicable:	
	Quote, solicitation # if applicable:	
	Waiver, provide number:	#090523; #130906
	Other:	

5	Current contract information:		
	CETS #:	15048	
	Initial contract “not to exceed amount”:	\$75,000.00	
	Contract term:	Start date:	End date:
		1/1/13	12/31/15

Amendment information – List all previously approved amendments:			
Amd #:	Brief synopsis of what amendment accomplished:	Change in “not to exceed” amount:	Change in end date: mm/dd/yy
6	All amendments have been to extend the termination date of the contract by one year and to add additional funding.	Each amendment added the same amount of funding as the original contract it amended.	Each termination date was extended one year.

Proposed amendment information:			
Amd #:	Brief synopsis of what the requested amendment will accomplish	Change in “not to exceed” amount:	Change in end date: mm/dd/yy
7	N/A		12.31.2016
	This is a new contract.		

8	What is the justification to extend the contract term beyond the State’s four (4) year re-solicitation policy (SAM 0338):
	The complex licensing process for the Yucca Mountain repository program has been ordered restarted by a federal appeals court. The Nuclear Regulatory Commission has issued the 5-volume Safety Evaluation Report and a draft Supplemental Environmental Impact Statement for the repository program. Mr. Strolin has been and still is heavily involved in assessing the impacts of these actions on the State of Nevada and giving counsel and advice to the Agency. Mr. Strolin is also the State Agency Integrator under the Agreement-in-Principle (AIP) between the State of Nevada and the US Department of Energy/NNSA dealing with Nevada National Security Site issues and low-level radioactive waste and mixed hazardous/low-level waste shipments through Nevada. His continued availability to the State and this Agency is important to maintain.

9	What are the potential consequences to the State if the contract extension request is denied?
	<p>Providing for the continued services of Mr. Strolin is crucial at a time when the licensing process for the Yucca Mountain nuclear waste repository program has been ordered restarted by a federal appeals court. Mr. Strolin has unique qualifications, knowledge and experience as a result of his long tenure with the Agency and his close involvement with the Yucca Mountain program and other nuclear waste issues/activities in the state. There is no one available in or out of state service who has the knowledge, experience and ability to assure continuity of Agency activities with respect to policy, planning, licensing, impact assessment and transportation of nuclear waste and nuclear materials. His advice and counsel have proven to be essential during the past few years, and it is expected that having his knowledge and expertise available as the Agency returns to the complex and highly charged licensing proceeding will be extremely important.</p> <p>Even if it were possible to fill the Agency’s Planning Division Administrator position (which it is not), it would not be feasible to spend the months/years required to train someone new in order to have him or her attain the knowledge and competencies required to provide the services the Agency needs now.</p>

By signing below, I know and understand the proposed contract extension exceeds the State's policy pursuant to SAM Section 0338 that contracts be solicited at least every four (4) years, and attest that all statements are true and correct.


Signature of Agency Representative Initiating Request

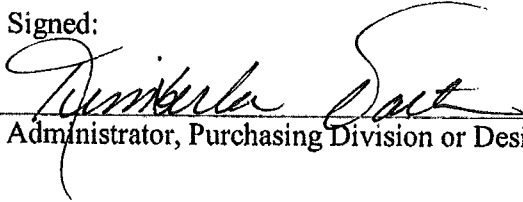
SUSAN W LYNCH
Print Name of Agency Representative Initiating Request
10-1-2015
Date


Signature of Agency Head Authorizing Request
10-5-2015
Date

ROBERT J. HALSTEAD
Print Name of Agency Head Authorizing Request
Date

Please consider this memo as my support of your request to extend the identified contract beyond the current State policy period. This exemption is granted pursuant to NRS 333.135 and SAM 0338 and may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines the decision was based on incorrect or inaccurate facts. Pursuant to NRS 333.700(7), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

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

Signed:

Administrator, Purchasing Division or Designee
10/6/15
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: 15122	Amendment Number: 1
Agency Name: NUCLEAR PROJECTS OFFICE	Legal Entity Name: Urban Environmental Research, LLC
Agency Code: 012	Contractor Name: Urban Environmental Research, LLC
Appropriation Unit: 1005-11	Address: 1180 N. Town Center Dr. Suite 100
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89144
If "No" please explain: Not Applicable	Contact/Phone: Paul Washeba 702-945-2814
	Vendor No.: T27024803
	NV Business ID: 20061689932

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:
a. Effective upon final approval? **No** or b. other effective date **01/14/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2015**
Contract term: **3 years and 352 days**

4. Type of contract: **Contract**
Contract description: **UER-1**

5. Purpose of contract:
This is the first amendment to the original contract to provide expert research, information and reports, impact monitoring, and related expert witness services in support of the agency's and Attorney General's activities in the Yucca Mountain Licensing proceeding before the U.S. Nuclear Regulatory Commission and the oversight of the federal Yucca Mountain repository program. This amendment extends the termination date from December 31, 2015 to December 31, 2017 and increases the maximum amount of the contract from \$500,000 to \$900,000 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$500,000.00	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$400,000.00	\$400,000.00	\$400,000.00	Yes - Action
5. New maximum contract amount:	\$900,000.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
US Department of Energy's activities related to the siting, characterization, and licensing of the proposed Yucca Mountain nuclear waste repository in southern Nevada and the US Nuclear Regulatory Commission licensing hearing.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
There is a lack of expertise in this agency and/or other state agencies to carry out the type of research and analyses required by this contract.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This vendor was the only one to respond to the RFP. The response met the criteria of the RFP.

d. Last bid date: 09/12/2013 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Agency for Nuclear Projects - 2002; 2012-2013; 2014 - currently. Quality of service was/is satisfactory. Nevada Department of Public Safety - 2010-2011.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	slync1	10/06/2015 10:38:55 AM
Division Approval	slync1	10/06/2015 10:38:57 AM
Department Approval	slync1	10/06/2015 10:39:01 AM
Contract Manager Approval	slync1	10/06/2015 10:41:03 AM
Budget Analyst Approval	cmurph3	10/09/2015 14:05:36 PM
BOE Agenda Approval	pnicks	10/12/2015 13:49:21 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: **17119**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: BANCROFT, PLLC
Agency Code: 030	Contractor Name: BANCROFT, PLLC
Appropriation Unit: 1030-10	Address: 500 NEW JERSEY AVENUE NW 7TH FLOOR
Is budget authority available?: Yes	City/State/Zip: WASHINGTON, DC 20001
If "No" please explain: Not Applicable	Contact/Phone: CHRIS BARTOLOMUCCI 202-234-0090
	Vendor No.: T29036621
	NV Business ID: NV20151551527
To what State Fiscal Year(s) will the contract be charged?	2016-2018

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/05/2015**

Anticipated BOE meeting date 11/2015

Retroactive? **Yes**

If "Yes", please explain

The Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases alone to fully protect the State's interests. Therefore outside counsel is needed in this litigation.

3. Termination Date: **09/30/2017**

Contract term: **1 year and 361 days**

4. Type of contract: **Contract**

Contract description: **Outside Counsel**

5. Purpose of contract:

This is a new contract to provide outside counsel services for cases that the Attorney General decided were impracticable and uneconomical to have the State of Nevada employees defend in a lawsuit pursuant to NRS 41.03435

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$285,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases alone to fully protect the State's interests. Therefore outside counsel is needed in this litigation.

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

Because of heavy workload on other important matters and specialized subject matter expertise required

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

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

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

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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	mradu	10/09/2015 15:05:50 PM
Division Approval	clesli1	10/09/2015 15:13:43 PM
Department Approval	clesli1	10/09/2015 15:13:48 PM
Contract Manager Approval	Iramire7	10/22/2015 16:23:02 PM
Budget Analyst Approval	lfree1	10/22/2015 16:25:24 PM
BOE Agenda Approval	lfree1	10/22/2015 16:25:29 PM
BOE Final Approval	Pending	



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

ADAM PAUL LAXALT
Attorney General

WESLEY K. DUNCAN
Assistant Attorney General

NICHOLAS A. TRUTANICH
Chief of Staff

MEMORANDUM

DATE: October 9, 2015
TO: *Jana Fred*
 Brenda Berry, Budget Analyst
FROM: Lesley Volkov, Accounting Assistant III
SUBJECT: Retroactive approval for Bancroft PLLC

RECEIVED

OCT 12 2015

GOVERNOR'S FINANCE OFFICE
 BUDGET DIVISION

Please forward this contract to the Board of Examiner's for approval.

This contract has a retroactive approval date of October 5, 2015.

Retroactive Reason:

The Attorney General has decided that it would be impracticable and uneconomical for attorneys in the office of the Attorney General litigating these cases alone to fully protect the State's interests. Therefore outside counsel is needed in this litigation.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17140**

Agency Name: **ATTORNEY GENERAL'S OFFICE**
 Agency Code: **030**
 Appropriation Unit: **1038-10**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: Gary Robinson and Associates, Inc.
 Contractor Name: **Gary Robinson and Associates, Inc.**
 Address: **537 Edindrew Circle**
 City/State/Zip: **Murray, UT 84107**
 Contact/Phone: Gary Robinson 801-262-5742
 Vendor No.: T27028838
 NV Business ID: NV20111620125

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 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Regulatory Assessments

Agency Reference #: 12730

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2015**

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/12/2019**

Contract term: **4 years and 3 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract that continues ongoing professional services to the Bureau of Consumer Protection (BCP) in matters pertaining to utility analysis involving electric, gas and water utilities, and testifying for the BCP.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$175,000.00**

Payment for services will be made at the rate of \$100.00 per hour maximum

II. JUSTIFICATION

7. What conditions require that this work be done?

Statute requires representation for consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

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

Based on this contractor's broad and extensive experience of 30 years with a gas utility company, he can provide assistance and credibility on issues that Bureau of Consumer Protection cannot cover.

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 contractor was chosen based on his expertise, availability and reasonable rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor is currently engaged under contract with the Bureau of Consumer Protection and the quality of 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: 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	hrobinso	10/05/2015 11:19:34 AM
Division Approval	hrobinso	10/05/2015 11:19:37 AM
Department Approval	rbrunzli	10/06/2015 09:31:23 AM
Contract Manager Approval	hrobinso	10/06/2015 09:50:10 AM
Budget Analyst Approval	bberry	10/08/2015 14:35:48 PM
BOE Agenda Approval	sbrown	10/09/2015 15:50:38 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17126**

Agency Name: SECRETARY OF STATE'S OFFICE	Legal Entity Name: DELL MARKETING LP
Agency Code: 040	Contractor Name: DELL MARKETING LP
Appropriation Unit: 1050-26	Address: 1 Dell Way
Is budget authority available?: Yes	City/State/Zip: ROUND ROCK, TX 78682
If "No" please explain: Not Applicable	Contact/Phone: null512-728-0242
	Vendor No.: PUR0000038
	NV Business ID: NV19991113026
To what State Fiscal Year(s) will the contract be charged?	2017-2016

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

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 11/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **-124 days**

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

Contract description: **SANS Installation**

5. Purpose of contract:

This is a new contract to provide data protection architecture, project management and Microsoft Hyper-V deployment and migration for new server equipment purchased from Dell.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$87,526.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Secretary of State requires installation of new servers. The equipment has been ordered from Dell, who will perform onsite services of Data Protection Architecture & project management well as deployment and migration.

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

State employees have neither the time or expertise to perform necessary tasks.

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

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

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

Not Applicable

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

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

This vendor has a Western States Contracting Alliance Master Price Agreement through the Nevada State Purchasing Division and is the provider of the equipment. Warranties are nil and void if equipment is installed by any other vendor.

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:
LP

15. a. Is 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	wthorle1	10/01/2015 09:37:28 AM
Division Approval	wthorle1	10/01/2015 09:37:31 AM
Department Approval	wthorle1	10/01/2015 09:37:41 AM
Contract Manager Approval	vmccormi	10/01/2015 10:20:17 AM
DoIT Approval	csweeney	10/02/2015 08:23:45 AM
Budget Analyst Approval	amccalla	10/19/2015 15:37:19 PM
BOE Agenda Approval	lfree1	10/22/2015 08:29:50 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: **17090**

Agency Name: SECRETARY OF STATE'S OFFICE	Legal Entity Name: REMOTE DBA EXPERTS LLC
Agency Code: 040	Contractor Name: REMOTE DBA EXPERTS LLC
Appropriation Unit: 1050-23	Address: 2200 ERICSSON DR STE 102
Is budget authority available?: Yes	City/State/Zip: WARRENDALE, PA 15086-6507
If "No" please explain: Not Applicable	Contact/Phone: AMBER LORENZ 412/208-1647
	Vendor No.: T32001823
	NV Business ID: NV20121281478
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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 11/2015

Retroactive? **Yes**

If "Yes", please explain

Upon BOE approval at November 10, 2015, meeting, the contract will be retroactive to October 1, 2015.

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

Contract term: **1 year and 242 days**

4. Type of contract: **Contract**

Contract description: **RDX FY16-17**

5. Purpose of contract:

This is a new contract to provide technical support for the Nevada Business Portal's Oracle database and Weblogic servers.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$178,416.00**

Other basis for payment: \$7650 per month for up to 65 hours of service, hours beyond 65 charged at out of scope rate of \$135 per hour.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Business Portal requires database administration for Oracle Database 11g and Oracle Weblogic server. There are currently no state employees qualified to provide support.

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

State employees lack the time, resource and expertise to complete this job.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? 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:

Secretary of State 2012- 2015 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	pdover	10/16/2015 13:52:59 PM
Division Approval	pdover	10/16/2015 13:53:02 PM
Department Approval	pdover	10/16/2015 13:53:05 PM
Contract Manager Approval	vmccormi	10/16/2015 13:53:57 PM
DoIT Approval	capple	10/19/2015 11:49:05 AM
Budget Analyst Approval	amccalla	10/19/2015 13:24:25 PM
BOE Agenda Approval	lfree1	10/19/2015 13:29:47 PM
BOE Final Approval	Pending	

BARBARA K. CEGAUSKE
Secretary of State

STATE OF NEVADA

JEFFERY LANDERFELT
*Deputy Secretary
for Commercial Recordings*

SCOTT W. ANDERSON
Chief Deputy Secretary of State



GAIL J. ANDERSON
*Deputy Secretary
for Southern Nevada*


**OFFICE OF THE
SECRETARY OF STATE**

WAYNE THORLEY
Deputy Secretary for Elections

MEMORANDUM

To: James R. Wells, Director, Governor's Finance Office

Through: Andrea McCalla, Budget Analyst, Governor's Finance Office

From: Wayne Thorley, Deputy Secretary for Elections, Secretary of State's Office 

Date: October 12, 2015

Subject: Retroactive Contract with RDX

Attached is a retroactive contract between the Office of the Secretary of State (Office) and Remote DBA Experts LLC (RDX). The purpose of this contract is to provide remote technical support for the state Business Portal's Oracle database and WebLogic servers.

RDX is the Office's current vendor for remote database support. During preparation for a contract extension with RDX, it was determined through discussions with the Purchasing Division that the contract should be opened up for competitive bidding through the Request for Proposal (RFP) process. An RFP was prepared and issued, and RDX was ultimately selected again as the vendor; however, the entire process took longer than anticipated due to the fact that the Office did not have anybody on staff fully familiar with the RFP process and procedures. The Purchasing Division was extremely helpful throughout the process, the Office failed to correctly anticipate the amount of time it would take to review the proposals, select a vendor, and successfully negotiate with the selected vendor. As a result, signature approvals by all parties were not obtained until after the submission deadline for the October 2015 BOE meeting.

Based on the knowledge and experience gained by key Office staff during the RFP and contract negotiation process, a delay in future contract preparation and approval is not anticipated.

This memorandum is being submitted pursuant to SAM 0324, Section 7. Your consideration in approval of this contract is greatly appreciated. If you have any questions or concerns, please do not hesitate to contact me at 775-684-5720 or wthorley@sos.nv.gov.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17162**

Agency Name: TREASURER - TREASURER'S OFFICE	Legal Entity Name: Xerox HR Solutions, LLC
Agency Code: 050	Contractor Name: Xerox HR Solutions, LLC
Appropriation Unit: 1080-16	Address: 3500 American Blvd. Suite 400
Is budget authority available?: Yes	City/State/Zip: Bloomington, MN 55431
If "No" please explain: Not Applicable	Contact/Phone: Gregg Larson 9528066109
	Vendor No.:
	NV Business ID: NV20071065963

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	100.00 % Education Savings Accounts proceeds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2015**

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 232 days**

4. Type of contract: **Contract**

Contract description: **Claims Processor**

5. Purpose of contract:

This is a new contract to facilitate claims processing between parents and participating entities for the Education Savings Accounts required pursuant to S.B. 302 of the 78th Nevada Legislature.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

Other basis for payment: Fees will be paid based upon agreed upon deliverables set forth in Section 2 of Attachment BB with an amount not to exceed \$65,000 through June 30, 2016 and \$85,000 through June 30, 2017. This contract also includes negotiated per account per month fees (PAPM) for account administration to be paid to the Contractor. These funds are deducted from a portion of the ESA grant on a quarterly basis. The agreed upon fees are based on the number of accounts managed by the Contractor: 1- 10,000 accounts = \$2.40 PAPM, 10,001 - 25,000 = \$2.35 PAPM and over 25, 001 = \$2.30 PAPM.

II. JUSTIFICATION

7. What conditions require that this work be done?

S.B. 302 was passed in the 78th Legislative Session. The bill creates an Education Savings Account (ESA) Program which allows expanded school choice through State funded accounts. The Treasurers Office is responsible for the development and implementation of the ESA program. As part of the implementation, the Treasurer's Office needs a firm to integrate with the internal database to coordinate the flow of funds to participating entities, adjudicate a portion of the claims, and record-keep the ESA accounts.

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 or knowledge to create the claims processing system which is a more efficient model than manual claims processing.

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 #: 150801
Approval Date: 08/10/2015

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

We have found no other existing health and/or flex savings account providers or financial institutions which either have or are willing to create ESAs for Nevada.

d. Last bid date: 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:
 Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	thagan	10/09/2015 16:54:26 PM
Division Approval	thagan	10/09/2015 16:54:29 PM
Department Approval	thagan	10/09/2015 16:54:31 PM
Contract Manager Approval	thagan	10/13/2015 17:31:47 PM
Budget Analyst Approval	lfree1	10/16/2015 14:18:46 PM
BOE Agenda Approval	lfree1	10/16/2015 14:18:52 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: **17161**

Agency Name: TREASURER - COLLEGE SAVINGS TRUST	Legal Entity Name: Consumer Credit Counseling Service of Southern Nevada
Agency Code: 051	Contractor Name: Consumer Credit Counseling Service of Southern Nevada
Appropriation Unit: 1092-04	Address: 2650 S. Jones Blvd
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: null702.364.0344
	Vendor No.: T29001911B
	NV Business ID: NV19721000540

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	100.00 % College Savings Trust Endowment

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2015**

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/09/2016**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Financial Lit Conf**

5. Purpose of contract:

This is a new contract to increase financial literacy and saving for college in the State of Nevada by sponsoring four Financial Literacy Conferences for seniors and veterans in Reno and Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$72,500.00**

Other basis for payment: Four installments of \$19,375.00, \$19,375.00, \$16,875, and \$16,875

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Treasurer and the College Savings Board seek to promote financial literacy and college savings for the citizens of the state.

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

Treasurer's Office employees do not have the expertise to conduct large scale conferences.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was chosen for its proven expertise in the field of financial literacy and its ability to reach the target groups of seniors and veterans.

d. Last bid date: 08/17/2015 Anticipated re-bid date: 08/31/2016

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:

DHHS; Satisfactory, AGO - Satisfactory and B&I - 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	thagan	10/13/2015 13:33:05 PM
Division Approval	thagan	10/13/2015 13:33:09 PM
Department Approval	thagan	10/13/2015 13:33:11 PM
Contract Manager Approval	thagan	10/13/2015 13:33:15 PM
Budget Analyst Approval	lfree1	10/13/2015 14:48:21 PM
BOE Agenda Approval	lfree1	10/13/2015 14:48:32 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17160**

Agency Name: TREASURER - COLLEGE SAVINGS TRUST Agency Code: 051 Appropriation Unit: 1092-04 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: International Association of Working Mothers Contractor Name: International Association of Working Mothers Address: 8565 S. Eastern Ave. Suite 150 City/State/Zip: Las Vegas, NV 89123 Contact/Phone: null702.900.1330 Vendor No.: T32001477 NV Business ID: NV20061198072
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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	100.00 % College Savings Trust Endowment

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2015**

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/09/2016**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Financial Lit Conf**

5. Purpose of contract:

This is a new contract to increase financial literacy and saving for college in the State of Nevada by sponsoring three Women's Money Conferences in Reno, Las Vegas, and in a rural area (to be determined), as well as a Latina Conference in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$95,000.00**

Other basis for payment: Three installments of \$35,000, \$30,000 and \$30,000

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Treasurer and the College Savings Board seek to promote financial literacy and college savings for the citizens of the State.

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

Treasurer's Office employees do not have the expertise to conduct large scale conferences.

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 contractor was chosen for its proven expertise in the field of financial literacy and its ability to reach the target group of women in both English and Spanish.

d. Last bid date: 08/17/2015 Anticipated re-bid date: 08/31/2016

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:

Treasurer's Office - 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	thagan	10/13/2015 13:29:32 PM
Division Approval	thagan	10/13/2015 13:29:35 PM
Department Approval	thagan	10/13/2015 13:29:38 PM
Contract Manager Approval	thagan	10/13/2015 13:29:42 PM
Budget Analyst Approval	lfree1	10/13/2015 14:57:10 PM
BOE Agenda Approval	lfree1	10/13/2015 14:59:29 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 15985	Amendment Number: 1
Agency Name: CONTROLLER'S OFFICE	Legal Entity Name: CGI TECHNOLOGIES AND SOLUTIONS, INC. DBA CGI
Agency Code: 060	Contractor Name: CGI TECHNOLOGIES AND SOLUTIONS, INC. DBA CGI
Appropriation Unit: 1130-10	Address: 11325 RANDOM HILLS RD
Is budget authority available?: Yes	City/State/Zip: FAIRFAX, VA 22030-6051
If "No" please explain: Not Applicable	Contact/Phone: HEIDI GREEN, VP CONSULTING SERVICES 916-830-1167
	Vendor No.: T27031473
	NV Business ID: NV19951148995

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Controller's Debt Recovery Account

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **09/10/2014**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **09/08/2018**
 Termination Date:
 Contract term: **3 years and 364 days**

4. Type of contract: **Contract**
 Contract description: **Debt Collection**

5. Purpose of contract:
This is the first amendment to the original contract, which provides the implementation of the Advantage Collection software module for collection of debts owed to the State of Nevada; changing the developed software application from Access to a browser-based Java Virtual Machine utilizing a MySQL database; clarify certain State responsibilities under the contract; change the delivery timeline of certain Deliverables; add additional project deliverables and State/Vendor planning sessions; modify the methods of acceptance and payment of various contract deliverables from a "unit-delivered" to a time-based model; and add certain pre-Go Live and post-Go Live requirements. This amendment increases the maximum amount from \$1,848,000 to \$2,531,790 due to the change orders to the software module.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,848,000.00	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$683,790.00	\$683,790.00	\$683,790.00	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?

While the Debt Collection staff is doing the best they can with the tools they have, there is much room for improvement. The new module will automate our existing processes, and allow the staff to focus their time on collection efforts instead of tracking data. The new module also has tools to process debt through the Treasury Offset Program (TOP), update debtor information, implement and manage levy and garnishment processes, implement the Financial Institute Data Match process (FIDM), establish self-service case resolution (debtor payments by phone, etc.), implement enhanced private collection agency (PCA) management, and implement enhanced management and AR reporting.

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

State employees do not have the time, knowledge, or resources to create a robust, complicated software system that would perform all of the automation and interface tasks that the CGI Advantage Collections module does.

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 #: 140706

Approval Date: 08/06/2014

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

CGI Technologies and Solutions Inc. owns the Advantage financial system software that the State of Nevada uses in its Integrated Financial System. The Advantage software system is a proprietary system. Part of the implementation process will be to integrate the Advantage Collections software module into the existing Advantage system. Other debt collection software vendors would have to provide a comparable system or build an interface to the CGI Advantage System to meet our needs, thereby increasing the cost of their solution. CGI has proposed to implement the Collections module at their expense, and only be compensated when the system actually begins to generate increases of debt collection revenue to the Debt Recovery Account. We know of no other vendor willing to implement a system without advance and regularly-scheduled payments.

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	jsmack	10/12/2015 10:14:29 AM
Division Approval	jsmack	10/12/2015 10:14:32 AM
Department Approval	jsmack	10/12/2015 10:14:35 AM
Contract Manager Approval	hbill1	10/12/2015 10:19:46 AM
DoIT Approval	csweeney	10/13/2015 08:09:18 AM
Budget Analyst Approval	tgreenam	10/13/2015 15:24:49 PM
BOE Agenda Approval	sbrown	10/16/2015 11:53:51 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: 15392	Amendment Number: 2
Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: MCCARTHY BUILDING COMPANIES
Agency Code: 082	Contractor Name: MCCARTHY BUILDING COMPANIES
Appropriation Unit: 1510-63	Address: INC
Is budget authority available?: Yes	2340 CORPORATE CIR STE 125
If "No" please explain: Not Applicable	HENDERSON, NV 89074
	Contact/Phone: null702/990-6707
	Vendor No.: T29016037
	NV Business ID: NV19731000534

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.

<input checked="" type="checkbox"/> General Funds	2.00 %	<input type="checkbox"/> Fees	0.00 %
<input type="checkbox"/> Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	63.00 %
<input type="checkbox"/> Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	35.00 % University Funds

Agency Reference #: 95764

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **04/08/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/08/2018**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Owner CMAR AGR**

5. Purpose of contract:

This is the second amendment to the original contract, which provides owner construction manager at risk pre-construction services for the University of Nevada Las Vegas Hotel College Academic Building, Las Vegas, Nevada 2013 CIP project; CIP Project No. 13-P05; SPWD Contract No. 95764. This amendment increases the maximum amount from \$193,315 to \$263,418.65 for additional engineering services to determine if a fire pump will be required for the project.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	
1. The max amount of the original contract:	\$180,835.00	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$12,480.00	\$12,480.00	\$12,480.00	Yes - Info
4. Amount of current amendment (#2):	\$70,103.65	\$70,103.65	\$70,103.65	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?

2013 CIP

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

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

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/06/2015 13:25:22 PM
Division Approval	dgrimm	10/06/2015 13:25:25 PM
Department Approval	dgrimm	10/06/2015 13:25:29 PM
Contract Manager Approval	dgrimm	10/06/2015 16:05:51 PM
Budget Analyst Approval	jrodrig9	10/13/2015 16:26:20 PM
BOE Agenda Approval	pnicks	10/14/2015 16:01:57 PM

8/27/15

UNLV - Hotel Academic Building	McCARTHY
COST PROPOSAL for CONSTRUCTION SITE SURVEY SERVICES	

50% CD ESTIMATE PHASE - ADDITIONAL SERVICES - SITE SURVEYS & ADD WORK		Week Duration		
ACTIVITY	STAFF LEVEL	UNIT COST \$ PER STAFF LEVEL	TOTAL HOURS	TOTAL COST \$
PRIMARY ACTIVITY DESCRIPTION(S)				
Proposal solicitation and Bid reviews	Chief Estimator	\$ 107.00	4	\$ 428.00
Potholing Services (per maps provided by Locsha - approx. 21 locations - NO full panel concrete replacements, misc. patches in sidewalk/asphalt or landscape area repairs, includes sand & type II backfill)	Subcontractor (Flippin's)			\$ 40,138.00
Landscape irrigation repair				\$ 2,000.00
McCarthy Potholing coordination & site supervision	Superintendent	\$ 100.00	55	\$ 5,500.00
McCarthy - Misc Consumables and rental equipment for safety and traffic control	Vendors items			\$ 2,500.00
Fire Sprinkler Design - determine Fire Pump requirements	Subcontractor (Statewide)			\$ 9,900.00
McCarthy reiew and coordination of Fire Sprinkler design	Project Manager	\$ 90.00	10	\$ 900.00
NVE Site Survey - Stake Building Corners	Subcontractor (Locsha)			\$ 1,000.00
NVE Site Survey - Private Utility Locate				\$ 1,500.00
McCarthy Supervision and Verification	Superintendent	\$ 100.00	10	\$ 1,000.00
McCarthy - Subcontracting, Insurances, Scheduling and Pay app processing	Project Manager	\$ 90.00	20	\$ 1,800.00
Builder's Risk Insurance & G/L Liability				\$ 1,231.00
SUBTOTAL				\$ 67,897.00
CMAR Mark-up		3.25%		\$ 2,206.65
PRECONSTRUCTION - ADDITIONAL SERVICES - SITE SURVEYS & ADD WORK			99	\$ 70,103.65



2645 Marion Dr.
 Las Vegas, NV 89115
 License # 73627
 Phone (702) 643-2211 Fax (702) 643-2406

BREAKING NEW GROUND SINCE 56'

Bid# 7.07

Date: 7/10/2015

Proposal For: McCarthy Builders
 Project: UNLV Potholing

Contact: Brian Aronson
 Email:

Flippin's Trenching bid is based on the following:

Per sheets C7.01 and 7.02 marked up and jobsite visit

Hydro Excavate & Pothole 21 locations in various areas at UNLV each location 4' X 18" X 6'

Survey 21 locations layout and as built.....	\$7186.00	
Saw Cut, remove and haul off.....	\$2756.00	
Hydro Excavate and Dump Fees.....	\$12,100.00	
Safe off-plywood, water barriers.....	\$3045.00	
Slurry Backfill.....	\$6111.00	EXCLUDED
Concrete Patch-county approved mix, drill and doweled.....	\$6016.00	LAR
Mobilization.....	\$825.00	
Asphalt Patch1 each 8' X 8'.....	\$1595.00	

TOTAL PROPOSAL 21 LOCATIONS.....\$39,634.00

ADDER/OPTIONS

Sand and Type 2 option.....	\$315 per X 21=6615.00	included
Full panel replacement 20' X 12' X 6"....	\$3400.00 per panel	EXCLUDED

LAR

- *surveyor requires latest approved plans prior to construction stakeout and a copy of the autocad drawing used to create the approved improvement plans.
- *bid is based that all potholes will done consecutively-one mobe no peace mealng

EXCLUSIONS: Potholing to correct incorrect utility tie-ins, Caliche and Conglomerate Rock, Permits, Premium Time, Landscaping replacement, Unsuitable Soils, Hazardous Materials, Engineering, Staking, Grading, Layout, Ground Water, Standby Time, Connect Fees, Soils or Compaction Testing, MH or valve can grade adjustment, Dust Control Permit, Rainwater Damage, or Anything else NOT expressly stated above.

BID PROPOSAL IS NOT TO BE SEPARATED WITHOUT FLIPPIN'S TRENCHING APPROVAL AND THIS PROPOSAL SHALL BE ATTACHED AS AN EXHIBIT TO ANY CONTRACT OR PURCHASE ORDER FOR THIS WORK

LAR

~~PAYMENT TO BE MADE AS FOLLOWS: Within 30 day of completion of the above outlined work. ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER, ACCORDING TO STANDARD PRACTICE. MAX. VARIATION OF DEVIATION FROM ABOVE SPECIFICATIONS IN DIMENSIONS COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STATES, ACCIDENTS, DELAYS ARE BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION.~~

Billy Orcutt



Signature

Accepted By _____

(AUTHORIZED OFFICER OR REP.)

TITLE: _____

COMPANY: _____

DATE: _____



**Statewide Fire
Protection**

Protecting Lives and Property

A division of Western States Fire Protection

3130 Westwood Drive
Las Vegas, Nevada 89109
702-737-1055 • Fax 702-369-9939
NV. State Lic. #0074127
Unlimited

Fire Protection Systems
Design • Fabrication • Installation
Commercial • Industrial • Residential • Institutional
Special Hazards • High Tech • Defense • Hangars
Retrofit • Service • Inspection • Maintenance

August 11, 2015

To: McCarthy Building Company, Inc.
2340 Corporate Circle 125
Henderson, NV 89074

Phone No. 702-990-6807
Fax No. 702-990-6714

Mr. Jason Howard
jhoward@mccarthy.com

Re: UNLV Hotel Academic Bldg. - Fire Suppression Design and Analysis pricing

Jason, I am putting this formal proposal in writing for your review and acceptance.

As you know Western States Fire Protection dba Statewide Fire Protection has the experience, ability and forces to assist you, your architects and your other consultants in planning and preparing a well-executed project. Not only can we assist in the planning of your project but we also hope to be your Fire Suppression Subcontractor.

As a full service fire suppression company we will provide the necessary personal to work with your architects and consultants addressing the issues that normally arise during the final design of a project, thus enhancing the design phase of your project.

With WSFP/SFP at your side you will have the satisfaction of knowing you have a company that will look after your concerns, technical issues and the peculiar issues that arise, will be addressed confidently.

Our price to provide you a design and analysis of the Fire Sprinkler and Standpipe Systems for the above mentioned project is Nine Thousand Nine Hundred Ninety Dollars. (\$9,990.00)

Payments to be made monthly.

I believe I have provided the necessary comfort level you require to choose WSFP/SFP, for your Fire Suppression Design and Analysis, to work with your life safety consultant along with the other consultants you have selected. If you do not agree with anything you see, please let me know.

SCOPE OF WORK:

1. A water flow test.
2. Provide design development plans, for your use, of all the fire sprinkler and standpipe systems.
3. Provide an answer as to whether or not a fire pump is necessary.

EXCLUSIONS:

1. Construction plans.
2. Plan submittals.

Sincerely,
WESTERN STATES FIRE PROTECTION dba STATEWIDE FIRE PROTECTION



Ronald Papp | Sales Manager WSFP.COM

Statewide Fire Protection

3130 Westwood Dr., Las Vegas, NV 89109

D: 702-832-2368 | M: 702-289-9169 | F: 702-369-9939 | O: 702-737-1055

Connect With Us Socially



[Click here to learn more about our wireless alarm monitoring!](#)

ACCEPTANCE OF CONTRACT/PROPOSAL - PLEASE SIGN AND RETURN ALL PAGES OF THIS PROPOSAL.

Print Name _____ Signature _____
Owner Representative Owner Representative

Date _____

Print Name _____ Signature _____
General Contractor Representative General Contractor Representative

Date _____

T 702-365-9312 | F 702-365-9317

6345 S Jones Blvd, Suite 200
Las Vegas, NV 89118



August 20, 2015

Paul Dudzinski
Project Director | LEED BD+C
McCarthy Building Companies, Inc. / McCarthy NM
2340 Corporate Circle #125 | Henderson, NV 89074
T 702-990-6707 | M 702-204-5419 | F 702-990-6714
mccarthy.com

Ref: NV Energy Staking request 8-18-2015.

Attn: Paul Dudzinski

Lochsa Surveying is pleased to provide you with this proposal on the above referenced project. The following is a typical Scope of Work for projects of this nature:

- **Mark out building corners as shown on pdf supplied named NV Energy – Staking Request 8-18-2015.pdf.**
- **Shown on the above file are (9) Building Corners to be located in the field. This will be the scope of work provided by this proposal.**

TOTAL AMOUNT **\$1,000.00 Lump Sum**

This survey will be complete within 15 working days after the receipt of this signed contract.

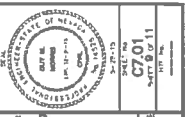
Thank you for the opportunity to supply survey services. If you find items missing or would like a better explanation of services, please feel free to give me a call.

Sincerely,

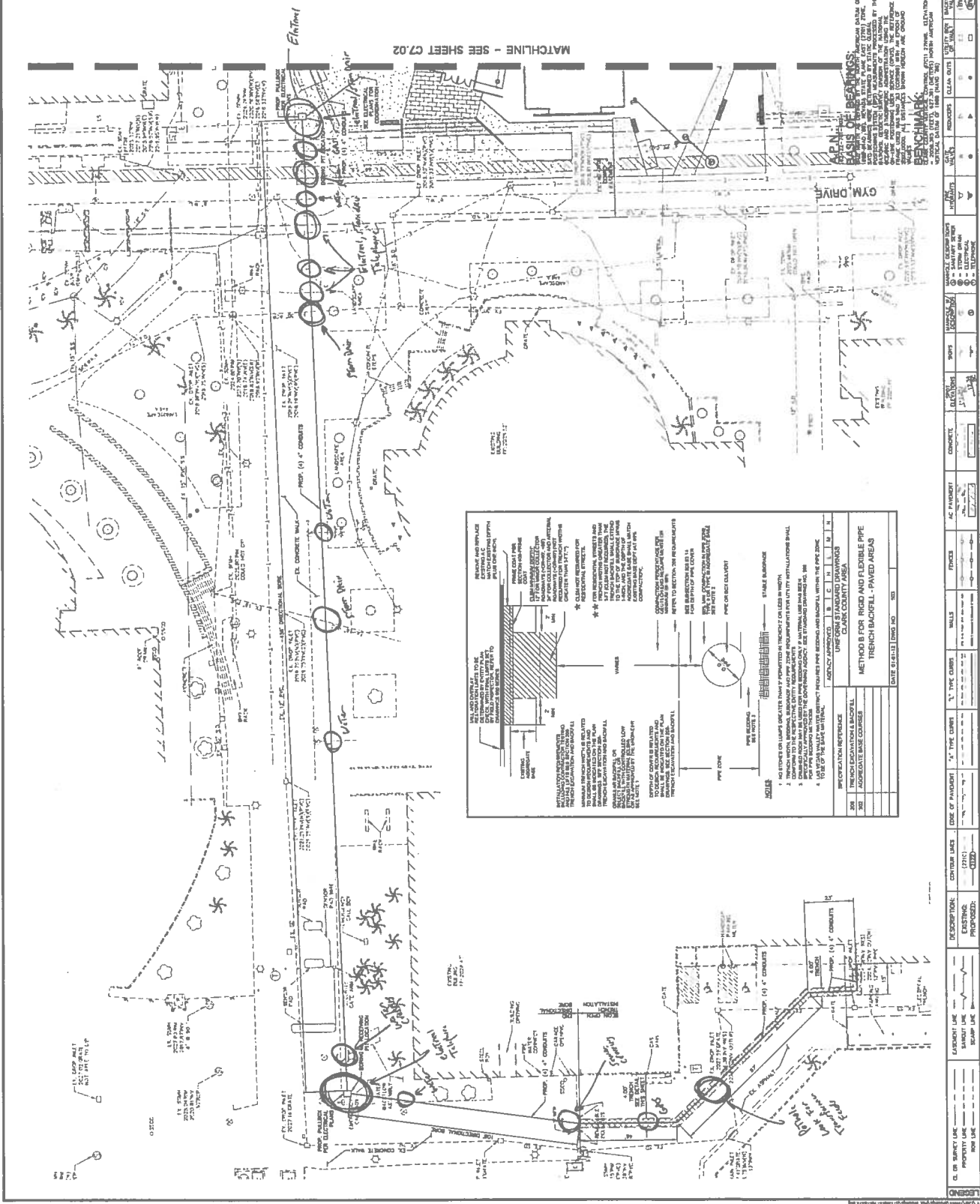
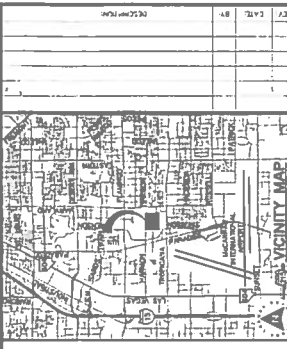
A handwritten signature in black ink, appearing to read 'Shawn Herman', is written over a light blue horizontal line.

Shawn Herman, P.L.S.
Senior Project Manager

j:\survey\proposals\commercial\nv energy staking request unlv 8-18-2015.docm



PHONE AND DATA PLANS
(SHEET 1 OF 2)
HOTEL COLLEGE
ACADEMIC BUILDING
LOCHSA ENGINEERING
PHONE (702) 363-9312 FAX (702) 363-9317
625 SOUTH JONES BOULEVARD SUITE 100
LAS VEGAS, NV 89118



UNIFORM STANDARD DRAWINGS
CLARK COUNTY, NEVADA

001	GENERAL NOTES
002	TRENCH EXCAVATION & BACKFILL
003	APPROPRIATE BASE COURSES

METHOD B FOR RIGID AND FLEXIBLE PIPE TRENCH BACKFILL - PAVED AREAS

DATE REVISED: 10/94

NOTES:

1. ALL TRENCHES SHALL BE EXCAVATED TO THE DEPTH INDICATED ON THE DRAWING.
2. TRENCHES SHALL BE EXCAVATED TO THE DEPTH INDICATED ON THE DRAWING.
3. TRENCHES SHALL BE EXCAVATED TO THE DEPTH INDICATED ON THE DRAWING.
4. TRENCHES SHALL BE EXCAVATED TO THE DEPTH INDICATED ON THE DRAWING.

UNIFORM STANDARD DRAWINGS
CLARK COUNTY, NEVADA

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	07/01	JL	MS
2	FOR CONSTRUCTION	07/01	JL	MS
3	AS BUILT	07/01	JL	MS
4	REVISION	07/01	JL	MS
5	REVISION	07/01	JL	MS
6	REVISION	07/01	JL	MS
7	REVISION	07/01	JL	MS
8	REVISION	07/01	JL	MS
9	REVISION	07/01	JL	MS
10	REVISION	07/01	JL	MS
11	REVISION	07/01	JL	MS
12	REVISION	07/01	JL	MS
13	REVISION	07/01	JL	MS
14	REVISION	07/01	JL	MS
15	REVISION	07/01	JL	MS
16	REVISION	07/01	JL	MS
17	REVISION	07/01	JL	MS
18	REVISION	07/01	JL	MS
19	REVISION	07/01	JL	MS
20	REVISION	07/01	JL	MS
21	REVISION	07/01	JL	MS
22	REVISION	07/01	JL	MS
23	REVISION	07/01	JL	MS
24	REVISION	07/01	JL	MS
25	REVISION	07/01	JL	MS
26	REVISION	07/01	JL	MS
27	REVISION	07/01	JL	MS
28	REVISION	07/01	JL	MS
29	REVISION	07/01	JL	MS
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36	REVISION	07/01	JL	MS
37	REVISION	07/01	JL	MS
38	REVISION	07/01	JL	MS
39	REVISION	07/01	JL	MS
40	REVISION	07/01	JL	MS
41	REVISION	07/01	JL	MS
42	REVISION	07/01	JL	MS
43	REVISION	07/01	JL	MS
44	REVISION	07/01	JL	MS
45	REVISION	07/01	JL	MS
46	REVISION	07/01	JL	MS
47	REVISION	07/01	JL	MS
48	REVISION	07/01	JL	MS
49	REVISION	07/01	JL	MS
50	REVISION	07/01	JL	MS

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17149**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: NINYO & MOORE
Agency Code: 082	Contractor Name: NINYO & MOORE
Appropriation Unit: 1510-65	Address: 6700 PARADISE RD STE E
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-3744
If "No" please explain: Not Applicable	Contact/Phone: null702/433-0330
	Vendor No.: T27000873A
	NV Business ID: NV19961094658

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	1.00 %	Fees	0.00 %
Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	49.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	50.00 % University System Receipts

Agency Reference #: 109721

2. Contract start date:

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

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Misc Serv Agr**

5. Purpose of contract:

This is a new contract to provide special inspection and material testing services for the Hotel College Academic Building 2015 CIP project for the University of Nevada Las Vegas: CIP Project No. 15-C78; SPWD Contract No. 109721.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$259,601.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

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

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

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

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/06/2015 14:06:04 PM
Division Approval	dgrimm	10/06/2015 14:06:07 PM
Department Approval	dgrimm	10/06/2015 14:12:56 PM
Contract Manager Approval	dgrimm	10/06/2015 16:05:22 PM
Budget Analyst Approval	jrodrig9	10/13/2015 16:06:53 PM
BOE Agenda Approval	pnicks	10/14/2015 16:31:37 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17151**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: JENSEN ENGINEERING, INC.
Agency Code: 082	Contractor Name: JENSEN ENGINEERING, INC.
Appropriation Unit: 1535-11	Address: 9655 GATEWAY DR STE A
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521-2968
If "No" please explain: Not Applicable	Contact/Phone: null775/852-2288
	Vendor No.: T27007578
	NV Business ID: NV19921070456

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

Agency Reference #: **109745**

2. Contract start date:

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

Anticipated BOE meeting date **11/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the electrical system upgrades at the Nevada Youth Training Center Elko, Nevada 2015 CIP project: CIP Project No. 15-M16; SPWD Contract No. 109745.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$115,000.00**

Other basis for payment: **monthly progress payments based on services provided**

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

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

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

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

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/06/2015 15:11:16 PM
Division Approval	dgrimm	10/06/2015 15:11:18 PM
Department Approval	dgrimm	10/06/2015 15:11:21 PM
Contract Manager Approval	dgrimm	10/06/2015 16:04:41 PM
Budget Analyst Approval	jrodrig9	10/13/2015 16:11:17 PM
BOE Agenda Approval	pnicks	10/14/2015 16:18:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17150**

Agency Name: ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name: PK Electrical, Inc.
Agency Code: 082	Contractor Name: PK Electrical, Inc.
Appropriation Unit: 1535-20	Address: 681 SIERRA ROSE DR STE B
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: null775/826-9010
	Vendor No.: T81016802
	NV Business ID: NV19961128650

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

Agency Reference #: 109733

2. Contract start date:

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

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Serv**

5. Purpose of contract:

This is a new contract to provide an emergency power service upgrade at the Northern Nevada Adult Mental Health Service Campus 2015 CIP project: CIP Project No. 15-M17; SPWD Contract No. 109733.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$68,000.00**

Other basis for payment: monthly progress payments based on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

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

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

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

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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	dgrimm	10/06/2015 14:34:06 PM
Division Approval	dgrimm	10/06/2015 14:34:10 PM
Department Approval	dgrimm	10/06/2015 14:34:12 PM
Contract Manager Approval	dgrimm	10/06/2015 16:05:01 PM
Budget Analyst Approval	jrodrig9	10/13/2015 16:09:59 PM
BOE Agenda Approval	pnicks	10/14/2015 16:23:44 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15022** Amendment Number: **3**
 Agency Name: **ADMIN - STATE PUBLIC WORKS DIVISION** Legal Entity Name: **VAN WOERT BIGOTTI ARCHITECTS**
 Agency Code: **082** Contractor Name: **VAN WOERT BIGOTTI ARCHITECTS**
 Appropriation Unit: **1567-16** Address: **1400 S VIRGINIA ST STE C**
 Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89502-2836**
 If "No" please explain: **Not Applicable** Contact/Phone: **null775/328-1010**
 Vendor No.: **T60080600**
 NV Business ID: **NV19781005709**

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	27.00 %	Fees	0.00 %
	Federal Funds	0.00 %	<input checked="" type="checkbox"/> Bonds	37.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	36.00 % Transfer from Treasurer 35%

Agency Reference #: 86741

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **11/12/2013**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2017**
 Contract term: **3 years and 230 days**

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

5. Purpose of contract:
This is the third amendment to the original contract which provides advanced planning for the Northern Nevada Veterans Home 2013 CIP project: CIP Project No. 13-P07; SPWD Contract No. 86741. This amendment increases the maximum amount from \$2,023,456 to \$2,462,206 to meet the revised Veterans Community Living Center Design Standards and reflect the current needs of the Nevada Department of Veterans Services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,840,000.00	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$120,000.00	\$120,000.00	\$120,000.00	Yes - Action
b. Amendment 2:	\$63,456.00	\$63,456.00	\$63,456.00	Yes - Action
4. Amount of current amendment (#3):	\$438,750.00	\$438,750.00	\$438,750.00	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?
2013 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Professional Services are provided by SPWD to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

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

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

Not Applicable

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

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

demonstrated the required expertise for work on this project

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/06/2015 08:34:43 AM
Division Approval	dgrimm	10/06/2015 08:34:47 AM
Department Approval	dgrimm	10/06/2015 08:34:56 AM
Contract Manager Approval	dgrimm	10/06/2015 16:07:13 PM
Budget Analyst Approval	jrodrig9	10/13/2015 16:04:45 PM
BOE Agenda Approval	pnicks	10/14/2015 16:44:51 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: **17146**

Agency Name:	ADMIN - STATE PUBLIC WORKS DIVISION	Legal Entity Name:	GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.
Agency Code:	082	Contractor Name:	GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.
Appropriation Unit:	1593-20	Address:	7150 PLACID ST.
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89119-4203
If "No" please explain:	Not Applicable	Contact/Phone:	null702/365-1001
		Vendor No.:	T81085017
		NV Business ID:	NV19921050120

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

Agency Reference #: 109709

2. Contract start date:

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

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Misc Serv Agr**

5. Purpose of contract:

This is a new contract to provide miscellaneous services for construction materials testing and observation services for the Department of Motor Vehicles' East Sahara Complex 2015 CIP project: CIP Project No. 15-C04, SPWD Contract No. 109709.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$186,110.00**

Other basis for payment: monthly progress payments

II. JUSTIFICATION

7. What conditions require that this work be done?

2015 CIP

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

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

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

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/06/2015 10:32:54 AM
Division Approval	dgrimm	10/06/2015 10:32:57 AM
Department Approval	dgrimm	10/06/2015 10:33:00 AM
Contract Manager Approval	dgrimm	10/06/2015 16:06:15 PM
Budget Analyst Approval	jrodrig9	10/13/2015 16:05:01 PM
BOE Agenda Approval	pnicks	10/14/2015 16:52:41 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: **17089**

Agency Name: ADMIN - ENTERPRISE IT SERVICES	Legal Entity Name: FEDERAL ENGINEERING, INC.
Agency Code: 180	Contractor Name: FEDERAL ENGINEERING, INC.
Appropriation Unit: 1388-28	Address: 10600 ARROWHEAD DR, SUITE 160
Is budget authority available?: No	City/State/Zip: FAIRFAX, VA 22030-7321
If "No" please explain: Contract is contingent upon the approval of a December IFC Work Program.	Contact/Phone: null703/359-8200
	Vendor No.: T29033383
	NV Business ID: NV20131260427

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

Agency Reference #: ASD #2004252

2. Contract start date:

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

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2019**

Contract term: **3 years and 242 days**

4. Type of contract: **Contract**

Contract description: **Microwave Consultant**

5. Purpose of contract:

This is a new contract to provide technical services to draft the statewide microwave system replacement request for proposal pre-implementation phase.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$309,125.00**

Other basis for payment: A work program to transfer authority from the Reserves category to fund the remainder of FY16 is contingent upon IFC approval anticipated to be December 2015.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State's existing Time-Division Multiplexing microwave system is utilized to provide voice, data and video transport services for state, local and federal government agencies and is integral in supporting public safety communications. The majority of the microwave system was end of life and not supported by the manufacturer in 2010. The next generation Land Mobile Radio system will likely be Internet Protocol/Multiprotocol Label Switching based and the current microwave system does not support that technology.

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 technical expertise.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was chosen through a competitive selection process based on qualifications that was conducted by NDOT. The evaluation team ranked them most qualified.

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	csweeney	09/29/2015 13:37:14 PM
Division Approval	csweeney	09/29/2015 13:37:17 PM
Department Approval	csweeney	09/29/2015 13:37:20 PM
Contract Manager Approval	csweeney	10/07/2015 10:01:11 AM
Budget Analyst Approval	sewart	10/14/2015 08:41:41 AM
BOE Agenda Approval	sewart	10/14/2015 08:41:58 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 16286	Amendment Number: 1
Agency Name: OFFICE OF VETERANS SERVICES	Legal Entity Name: Dietitians On Demand
Agency Code: 240	Contractor Name: Dietitians On Demand
Appropriation Unit: 2561-04	Address: 2706 Enterprise Parkway
Is budget authority available?: Yes	City/State/Zip: Henrico, VA 23294
If "No" please explain: Not Applicable	Contact/Phone: Ryan Davis 804-545-9162
	Vendor No.: T27036264
	NV Business ID: NV20141782069

To what State Fiscal Year(s) will the contract be charged? **2015-2016**

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Private funds

2. Contract start date:
a. Effective upon final approval? **No** or b. other effective date **01/07/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2015**

Contract term: **358 days**

4. Type of contract: **Contract**
Contract description: **Registered Dietitian**

5. Purpose of contract:
This is the first amendment to the original contract, which provides ongoing registered dietitian services. This amendment increases the maximum amount from \$49,999 to \$99,999 due to the continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,999.00	\$0.00	\$49,999.00	Yes - Info
4. Amount of current amendment (#1):	\$50,000.00	\$50,000.00	\$50,000.00	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?
The Home is required to have a Registered Dietitian employed or on contract to establish and review proper diets and restrictions for residents. The State employee in this position left on August 1, 2014 and the Home has not been able to hire another employee full-time. The Home has found a dietitian to work on contract through this agency until a new employee can be hired.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
No State employees are available to perform this 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 the only agency or organization that could find a dietitian to agree to a temporary assignment with the Veterans Home. State processes have not provided candidates for this position, and the Home MUST have a dietitian in place per CMS Guidelines.

d. Last bid date: 12/04/2014 Anticipated re-bid date: 12/04/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with the Nevada Department of Veterans Services for dietitian services and service has been satisfactory.

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

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

Not Applicable

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

LLP

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	09/28/2015 13:46:31 PM
Division Approval	agarland	09/28/2015 13:46:43 PM
Department Approval	agarland	09/28/2015 13:46:47 PM
Contract Manager Approval	scas1	09/28/2015 13:51:38 PM
Budget Analyst Approval	dreynol2	09/30/2015 16:24:41 PM
BOE Agenda Approval	nhovden	10/01/2015 11:40:11 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: **17129**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: County of Carson City
Agency Code: 403	Contractor Name: County of Carson City
Appropriation Unit: 3243-00	Address: Carson City Health & Human Svc 900 E. Long Street, Suite 101
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: null775-887-2190
	Vendor No.:
	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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share.

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 11/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,951,608.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been engaged under contract with DHC FP for several years and service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	10/01/2015 14:38:13 PM
Division Approval	trooker	10/02/2015 16:15:30 PM
Department Approval	ecreceli	10/06/2015 09:38:45 AM
Contract Manager Approval	aree2	10/06/2015 16:04:19 PM
Budget Analyst Approval	dreynol2	10/07/2015 12:59:02 PM
BOE Agenda Approval	nhovden	10/15/2015 12:25:42 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: October 1, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: County of Carson City County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from the County of Carson City for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16415**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: DOUGLAS COUNTY
Agency Code: 403	Contractor Name: DOUGLAS COUNTY
Appropriation Unit: 3243-00	Address: DOUGLAS COUNTY CLERK PO BOX 218
Is budget authority available?: Yes	City/State/Zip: MINDEN, NV 89423
If "No" please explain: Not Applicable	Contact/Phone: null775/782-9013
	Vendor No.: T40174400H
	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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share

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 11/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$688,781.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support and relief to the poor, indigent and incapacitated persons who lawfully reside in the County and are not supported by other means. The County match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the County match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been engaged under contract by DHCFP and service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	09/24/2015 11:06:17 AM
Division Approval	trooker	09/25/2015 08:36:02 AM
Department Approval	ecreceli	10/01/2015 09:50:48 AM
Contract Manager Approval	aree2	10/05/2015 08:52:24 AM
Budget Analyst Approval	dreynol2	10/07/2015 12:03:32 PM
BOE Agenda Approval	nhovden	10/15/2015 15:25:17 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
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STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: September 24, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Douglas County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Douglas County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16418**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: ELKO COUNTY
Agency Code: 403	Contractor Name: ELKO COUNTY
Appropriation Unit: 3243-00	Address: 571 IDAHO ST
Is budget authority available?: Yes	City/State/Zip: ELKO, NV 89801
If "No" please explain: Not Applicable	Contact/Phone: null775/738-4375
	Vendor No.: T27000424
	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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share

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 11/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,115,591.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support and relief to the poor, indigent and incapacitated persons who lawfully reside in the County and are not supported by other means. The County match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the County match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been engaged under contract by DHCFP for several years and service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	09/24/2015 11:20:32 AM
Division Approval	trooker	09/25/2015 09:03:26 AM
Department Approval	ecreceli	10/01/2015 10:06:01 AM
Contract Manager Approval	aree2	10/05/2015 08:55:47 AM
Budget Analyst Approval	drey nol2	10/07/2015 12:11:03 PM
BOE Agenda Approval	nhovden	10/15/2015 12:37:23 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
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STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: September 24, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Elko County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Elko County for the non federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17133**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: Lander County
Agency Code: 403	Contractor Name: Lander County
Appropriation Unit: 3243-00	Address: LANDER COUNTY SOCIAL SERVICES 315 South Humboldt Street
Is budget authority available?: Yes	City/State/Zip: Battle Mountain, NV 89820
If "No" please explain: Not Applicable	Contact/Phone: null775-635-2503
	Vendor No.: T40262000K
	NV Business ID: Governmental 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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share.

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 11/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$237,587.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been engaged under contract with DHC FP for several years and service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	10/01/2015 15:32:00 PM
Division Approval	trooker	10/02/2015 16:17:48 PM
Department Approval	ecreceli	10/06/2015 09:33:30 AM
Contract Manager Approval	aree2	10/06/2015 16:03:55 PM
Budget Analyst Approval	dreynol2	10/07/2015 12:57:48 PM
BOE Agenda Approval	nhovden	10/15/2015 12:27:23 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: October 1, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Lander County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Lander County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17132**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY Agency Code: 403 Appropriation Unit: 3243-00 Is budget authority available?: Yes If "No" please explain: Not Applicable To what State Fiscal Year(s) will the contract be charged? 2016-2017	Legal Entity Name: Mineral County Contractor Name: Mineral County Address: MINERAL COUNTY SOCIAL SERVICES PO Box 1450 Hawthorne, NV 89415 City/State/Zip: Hawthorne, NV 89415 Contact/Phone: null775-945-2446 Vendor No.: T40291300J NV Business ID: Governmental Entity
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What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share.

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 11/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$193,874.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been engaged under contract with DHCFP for several years and service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	10/01/2015 15:18:51 PM
Division Approval	trooker	10/02/2015 16:18:47 PM
Department Approval	ecreceli	10/06/2015 09:35:10 AM
Contract Manager Approval	aree2	10/06/2015 16:04:53 PM
Budget Analyst Approval	drey nol2	10/07/2015 12:26:26 PM
BOE Agenda Approval	nhovden	10/15/2015 12:36:16 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: October 1, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Mineral County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Mineral County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **17104**

Agency Name:	DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Pershing County Treasurer
Agency Code:	403	Contractor Name:	Pershing County Treasurer
Appropriation Unit:	3243-00	Address:	PO Box 820
Is budget authority available?:	Yes	City/State/Zip:	Lovelock, NV 89419
If "No" please explain:	Not Applicable	Contact/Phone:	null775-273-2208
		Vendor No.:	T40262400
		NV Business ID:	Governmental 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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share

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 11/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.3. Termination Date: **06/30/2017**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$158,573.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.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 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been engaged under contract with DHCFP for several years and service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	09/24/2015 12:34:22 PM
Division Approval	trooker	09/25/2015 09:58:32 AM
Department Approval	ecreceli	10/01/2015 10:02:55 AM
Contract Manager Approval	aree2	10/05/2015 08:54:57 AM
Budget Analyst Approval	dreynol2	10/07/2015 12:20:26 PM
BOE Agenda Approval	nhovden	10/15/2015 12:23:50 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: September 24, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Pershing County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Pershing County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17103**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY Agency Code: 403 Appropriation Unit: 3243-00 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: Storey County Contractor Name: Storey County Address: PO Box 176 City/State/Zip: Virginia City, NV 89440 Contact/Phone: Susan Breylinger 775-847-0968 Vendor No.: NV Business ID: Governmental Entity
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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	100.00 % County provides non-federal share

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 11/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$83,185.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support and relief to the poor, indigent and incapacitated persons who lawfully reside in the County and are not supported by other means. The County match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the County match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been engaged under contract by DHCFP for several years and service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	09/24/2015 12:14:46 PM
Division Approval	trooker	09/25/2015 09:57:06 AM
Department Approval	ecreceli	10/01/2015 10:00:02 AM
Contract Manager Approval	aree2	10/05/2015 08:53:11 AM
Budget Analyst Approval	dreynol2	10/07/2015 12:04:53 PM
BOE Agenda Approval	nhovden	10/15/2015 15:15:57 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: September 24, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: Storey County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from Storey County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17131**

Agency Name: DHHS - HEALTH CARE FINANCING & POLICY	Legal Entity Name: White Pine County
Agency Code: 403	Contractor Name: White Pine County
Appropriation Unit: 3243-00	Address: 995 Campton Street STE 2
Is budget authority available?: Yes	City/State/Zip: Ely, NV 89301
If "No" please explain: Not Applicable	Contact/Phone: null775-289-3271
	Vendor No.: T80920639
	NV Business ID: Governmental 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 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share.

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 11/2015

Retroactive? **Yes**

If "Yes", please explain

This contract requires a retroactive start date due to negotiations between the Counties and the State.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new interlocal revenue agreement to continue ongoing administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match Program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$454,412.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 authorizes one ore more public agency to contract with another public agency to perform governmental functions.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The contractor has been engaged under contract with DHC FP for several years and service has been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	aree2	10/01/2015 14:52:25 PM
Division Approval	trooker	10/02/2015 16:25:00 PM
Department Approval	ecreceli	10/06/2015 09:37:08 AM
Contract Manager Approval	aree2	10/06/2015 16:04:34 PM
Budget Analyst Approval	dreynol2	10/07/2015 12:31:26 PM
BOE Agenda Approval	nhovden	10/15/2015 12:33:16 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 101
Carson City, Nevada 89701
(775) 684-3600

Richard Whitley
Director

Marta Jensen
Acting Administrator

MEMORANDUM

Date: October 1, 2015
TO: Debi Reynolds, Budget Analyst IV
FROM: Ambra Reed, Certified Contract Manager DHCFP
RE: White Pine County Match

This memorandum requests that the above subject contract be approved for a retroactive start date effective July 1, 2015. The contract requires a retroactive start date to allow the State to collect revenue from White Pine County for the non-federal share of medical care of indigent persons. This contract was delayed due to negotiations between the Counties and the State.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 16262	Amendment Number: 3
Agency Name: DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name: SRA INTERNATIONAL, INC.
Agency Code: 406	Contractor Name: SRA INTERNATIONAL, INC.
Appropriation Unit: 3219-16	Address: 4300 FAIR LAKES CT
Is budget authority available?: Yes	City/State/Zip: FAIRFAX, VA 22033-4232
If "No" please explain: Not Applicable	Contact/Phone: null703/633-2593
	Vendor No.: T29013491
	NV Business ID: NV20051645519
To what State Fiscal Year(s) will the contract be charged?	2015-2019

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

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

Agency Reference #: **C 14769**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/08/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2018**

Contract term: **3 years and 204 days**

4. Type of contract: **Contract**

Contract description: **NBS System Upgrade**

5. Purpose of contract:

This is the third amendment to the original contract, which provides upgrades to Nevada's communicable disease National Electronic Disease Surveillance System from the current 32 bit version 4.3 system to the 64 bit 4.4.1 version to implement electronic laboratory reporting capabilities. This amendment increases the maximum amount from \$49,000 to \$114,000 due to the extended contract term.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	
1. The max amount of the original contract:	\$35,000.00	\$0.00	\$35,000.00	Yes - Info
a. Amendment 1:	\$0.00	\$0.00	\$35,000.00	No
b. Amendment 2:	\$14,000.00	\$14,000.00	\$49,000.00	Yes - Info
4. Amount of current amendment (#3):	\$65,000.00	\$65,000.00	\$65,000.00	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?

This work must be performed to provide support for the CDC data system to track Nevada's communicable diseases.

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

State personnel do not possess training or knowledge pertaining to the Rhapsody or NBS System.

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

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

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date: 09/22/2014

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

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:

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

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

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	alaw1	09/29/2015 14:13:07 PM
Division Approval	alaw1	09/29/2015 14:13:10 PM
Department Approval	ecreceli	10/01/2015 09:25:28 AM
Contract Manager Approval	rmorse	10/01/2015 12:28:15 PM
DoIT Approval	csweeney	10/02/2015 08:22:28 AM
Budget Analyst Approval	knielsen	10/06/2015 14:55:59 PM
BOE Agenda Approval	nhovden	10/07/2015 12:58:50 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 15804	Amendment Number: 3
Agency Name: DHHS - WELFARE AND SUPPORT SERVICES	Legal Entity Name: CIT FINANCE, LLC
Agency Code: 407	Contractor Name: CIT FINANCE, LLC
Appropriation Unit: 3228-04	Address: DBA AVAYA FINANCIAL SERVICES 10201 CENTURION PKWY N #100 JACKSONVILLE, FL 32256
Is budget authority available?: Yes	City/State/Zip: JACKSONVILLE, FL 32256
If "No" please explain: Not Applicable	Contact/Phone: null949-306-4015
	Vendor No.: T81077517
	NV Business ID: NV20111396654

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

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

<input checked="" type="checkbox"/> General Funds	25.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	75.00 %	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 **07/08/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **09/30/2019**
Termination Date:
Contract term: **5 years and 85 days**

4. Type of contract: **Lease/Purchase Agreement**
Contract description: **Tech Refresh**

5. Purpose of contract:
This is the third amendment to the original lease to provide financing for equipment required to upgrade the telephone system. This amendment increases the maximum from \$2,166,676.77 to \$2,233,081.91 to incorporate scope changes for the upgrade of telecommunication equipment located at the Decatur Office.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$1,984,096.80	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$111,507.39	\$111,507.39	\$111,507.39	Yes - Action
b. Amendment 2:	\$71,072.58	\$71,072.97	\$71,072.97	Yes - Action
4. Amount of current amendment (#3):	\$66,405.14	\$66,405.14	\$66,405.14	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?
Telecom systems must be kept up to date to provide continuous support to customers.

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

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

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with EITS and performing satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ewatson	09/30/2015 12:36:07 PM
Division Approval	msmit5	10/06/2015 12:47:20 PM
Department Approval	ecrecli	10/06/2015 14:44:26 PM
Contract Manager Approval	sjon23	10/06/2015 15:49:13 PM
Budget Analyst Approval	nhovden	10/07/2015 13:50:43 PM
BOE Agenda Approval	nhovden	10/07/2015 13:50:48 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: **17174**

Agency Name: DHHS - WELFARE AND SUPPORTIVE SERVICES	Legal Entity Name: Pondera Solutions, Inc.
Agency Code: 407	Contractor Name: Pondera Solutions, Inc.
Appropriation Unit: 3228-47	Address: 11290 Pyrites Way, Suite 100
Is budget authority available?: No	City/State/Zip: Gold River, CA 95670
If "No" please explain: Pending October IFC approval of work program number C34012.	Contact/Phone: Cheryl Rouse 916-389-7863
To what State Fiscal Year(s) will the contract be charged?	Vendor No.: NV Business ID: Pending
	2016-2018

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
 Anticipated BOE meeting date: 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2017**

Contract term: **2 years and 61 days**

4. Type of contract: **Contract**

Contract description: **Fraud Detection**

5. Purpose of contract:

This is a new contract to provide fraud detection software as a service. This service will improve the Supplemental Nutrition Assistance Program Intentional Program Violations investigation case management and tracking information technology system to more effectively identify, detect and prosecute trafficking cases through software and analytical capabilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,497,261.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

SNAP law and regulations require state agencies administering the program to maintain fraud prevention efforts and investigate program violations by SNAP participants.

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

State employees do not have the resources or expertise to provide this service.

9. Were quotes or proposals solicited? **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?

Vendor was submitted as part of a Federal Grant Proposal and award was received for this vendor to complete work.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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 as a:
Foreign Corporation

Vendor is in process of registering with the Secretary of State's Office.

15. a. Is 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.

Vendor is in process of registering with the Secretary of State's Office.

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.

Vendor is in process of registering with the Secretary of State's Office.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ewatson	10/14/2015 15:44:08 PM
Division Approval	msmit5	10/15/2015 11:33:13 AM
Department Approval	sjohnso9	10/15/2015 13:40:32 PM
Contract Manager Approval	sjon23	10/15/2015 13:44:51 PM
Budget Analyst Approval	nhovden	10/19/2015 10:53:03 AM
BOE Agenda Approval	nhovden	10/19/2015 11:25:32 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: 15417	Amendment Number: 1
Agency Name: DHHS - DIVISION OF CHILD AND FAMILY SERVICES	Legal Entity Name: Allpro Services, LLC
Agency Code: 409	Contractor Name: Allpro Services, LLC
Appropriation Unit: 3646-95	Address: 6955 N Durango #394
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89149
If "No" please explain: Not Applicable	Contact/Phone: null702-659-8900
	Vendor No.: T27034427
	NV Business ID: NV20111339463

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

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

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **07/01/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**
Contract description: **painting services**

5. Purpose of contract:

This is the first amendment to the original contract, which provides exterior and interior painting service on state owned buildings located in Las Vegas. This amendment increases the maximum amount from \$80,000 to \$148,584 due to additional painting projects approved as deferred maintenance projects in fiscal year 2016.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$80,000.00	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$68,584.00	\$68,584.00	\$68,584.00	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?

There are 11 buildings on the W Charleston campus. It is important to maintain the finish, weather resistance, and appearance of State buildings. Not keeping buildings properly painted can cause further damage to a building's infrastructure. State Public Works has been recommending the agency paint its buildings from as far back as their facility condition and analysis reports from 1998. Even more so, studies have shown that keeping the appearance of a building in good condition can have a positive effect on the mood of clients and staff.

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

The agency has two maintenance workers and one supervisor, who are responsible for 11 buildings (over 120,000 square feet) and handling requests from four other neighborhood family service centers. Additionally, they respond to maintenance requests from the agency's 300 employees as well as county workers that are leasing space with the State. While other agencies have painter positions in their budget, budget account 3646 does not. With that said, the existing staff's workload would be over burdened with the immense time that would need to be committed to paint the aging facilities on the W Charleston campus.

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 vendor best meets the needs of the State. A new solicitation is not required for this amendment per Purchasing.

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, the vendor is currently under contract with DCFS 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 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	pcolegro	08/06/2015 14:55:37 PM
Division Approval	pcolegro	08/06/2015 14:55:42 PM
Department Approval	ecreceli	08/10/2015 15:19:10 PM
Contract Manager Approval	ihyman	09/23/2015 15:29:52 PM
Budget Analyst Approval	drey nol2	09/28/2015 10:26:15 AM
BOE Agenda Approval	nhovden	09/28/2015 16:05:12 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: **17147**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: Loren D. Chase Chase and Chase Consulting, LCC
Agency Code: 702	Contractor Name: Loren D. Chase Chase and Chase Consulting, LCC
Appropriation Unit: 4460-10	Address: 39727 Wisdon Way
Is budget authority available?: Yes	City/State/Zip: Anthem , AZ 85086
If "No" please explain: Not Applicable	Contact/Phone: null480-404-0598
	Vendor No.:
	NV Business ID: NV20151583583

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

Agency Reference #: 16-21

2. Contract start date:

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

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **02/17/2017**

Contract term: **1 year and 109 days**

4. Type of contract: **Contract**

Contract description: **Fee Restructuring**

5. Purpose of contract:

This is a new contract to provide consulting services in the development of an update and simplify the department's fee schedule. This would include all the sportsmen licensing fees and tags. The services will include customer surveys, focus groups and data mining to examine and make recommendations to the department.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$81,460.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The department has not had significant changes to its sportsman fee schedule for approximately ten years. The use of a third party contractor experienced in data analysis of other state fish and wildlife agencies and their fee schedule will provide objectivity and scientifically valid methods to determine the most effective changes and thus gain support for the proposed changes.

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

Department staff does not have the expertise as an outside vendor would nor the objectivity to determine the scope of these fees.

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?

Chase and Chase was the only responsive 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?

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	kdailey	10/05/2015 16:17:34 PM
Division Approval	kdailey	10/05/2015 16:17:36 PM
Department Approval	eobrien	10/05/2015 16:20:42 PM
Contract Manager Approval	kdailey	10/09/2015 16:05:28 PM
Budget Analyst Approval	sbarkdul	10/12/2015 06:09:10 AM
BOE Agenda Approval	sewart	10/12/2015 09:07:10 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: **17170**

Agency Name: DCNR - DIVISION OF WATER RESOURCES	Legal Entity Name: U.S. Geological Survey
Agency Code: 705	Contractor Name: U.S. Geological Survey
Appropriation Unit: 4157-10	Address: 2730 Deer Run Road
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Steven N. Berris 775-887-7600
	Vendor No.: T80838030
	NV Business ID: N/A

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 %
X Federal Funds	45.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	55.00 % Basin Funds and Pass Through Funds

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 **12/2015**

Retroactive? **Yes**

If "Yes", please explain

Documents necessary for the processing of this Joint Funding Agreement were received September 25, 2015, from the Southern Nevada Water Authority. Receipt of the documents prior to processing the Joint Funding Agreement was necessary as they are the authorizing instruments approved by the Southern Nevada Water Authority Board that allow for contributing funding to the Joint Funding Agreement.

3. Termination Date: **09/30/2016**

Contract term: **1 year**

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

Contract description: **East & South JFA**

5. Purpose of contract:

This is a new contract to provide an ongoing monitoring program of water resources in Southern and Eastern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$547,032.00**

Payment for services will be made at the rate of \$136,758.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

This is an ongoing data collection program instituted to provide information regarding hydrologic conditions in the region. This information is necessary for the administration of the region's water resources.

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

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

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

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

The Division has executed many agreements with the U.S. Geological Survey that have resulted in many products widely used by governmental agencies and the public. The results have been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	10/13/2015 14:29:06 PM
Division Approval	bkordono	10/13/2015 14:29:12 PM
Department Approval	bkordono	10/13/2015 15:15:01 PM
Contract Manager Approval	bkordono	10/13/2015 15:15:04 PM
Budget Analyst Approval	sbarkdul	10/14/2015 09:52:46 AM
BOE Agenda Approval	sewart	10/14/2015 13:07:28 PM
BOE Final Approval	Pending	




**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

**901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
<http://water.nv.gov>**

INTEROFFICE MEMORANDUM

TO: SHERRI BARKDULL, BUDGET ANALYST
MICHELINE FAIRBANK, DEPUTY ATTORNEY GENERAL
AUDREY BROOKS-SCOTT, DCNR FISCAL

FROM: MATT DILLON, NDWR 

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR THE
EASTERN AND SOUTHERN NEVADA HYDROLOGY MONITORING PROGRAM

DATE: October 9, 2015

Accompanying this memorandum are the proposed Joint Funding Agreement (JFA) for the Eastern and Southern Nevada Hydrology Monitoring Program (Program) and associated documents for fiscal years 2016- 2017. The contract start date is October 1, 2015. The term of the JFA is from October 1, 2015 through September 30, 2016. The Division apologizes for the delay in the submitting of the forms. Documents necessary for the processing of the JFA were received September 25, 2015 from the Southern Nevada Water Authority (SNWA). Receipt of the documents prior to processing the JFA was necessary as they are the authorizing instruments approved by the SNWA Board that allow for contributing funding to the JFA. Funding for this program is from B/A 4211, category 10 and pass through money from the SNWA, B/A 4157, category 10 with federal matching funds applied by the U.S. Geological Survey (USGS).

Should you have any questions or comments regarding this matter, please do not hesitate to contact me at 684-2856.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
 PACIFIC REGION
 NEVADA WATER SCIENCE CENTER
 2730 N. Deer Run Road
 Carson City, Nevada 89701
 Phone: 775-887-7600; Fax: 775-887-7629
 Website: <http://www.usgs.gov/>

June 22, 2015

Jason King, State Engineer
 Nevada Division of Water Resources
 901 South Stewart Street, Suite 2002
 Carson City, Nevada 89701

Dear Mr. King:

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the surface-water (SW) and groundwater (GW) monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Nevada Division of Water Resources (NDWR). This program is conducted using pass-through funding from Southern Nevada Water Authority (AUTHORITY) for monitoring operations in the eastern and southern part of Nevada.

The total cost for continued operation and maintenance (O&M) will be \$547,032 for the period of performance October 1, 2015 – September 30, 2016. NDWR's portion of the funds to support the cooperative program is \$113,313 and the AUTHORITY's portion of the funds is \$188,475. Pending availability of Cooperative Water Program funds, the USGS contribution will be \$245,244.

The following table lists the contributions from NDWR, AUTHORITY, and USGS. A more detailed description of the funding is provided on Enclosures 1 and 2.

USGS Project No.	Program Element	Funding Structure			Total Funds
		NDWR	AUTHORITY	USGS	
NV-00100	Eastern and Southern Nevada SW (Enclosure 1)	\$49,038	\$102,600	\$132,146	\$283,784
NV-00200	Eastern and Southern Nevada GW (Enclosure 2)	\$64,275	\$85,875	\$113,098	\$263,248
GRAND TOTAL		\$113,313	\$188,475	\$245,244	\$547,032

The objectives of this study are to:

1. Establish, operate, and maintain hydrologic monitoring networks;
2. Maintain a data base of collected hydrologic data;
3. Collect long-term hydrologic data within the carbonate-rock province study area;
4. Obtain new or refined hydrologic information that would advance the level of knowledge on how the carbonate-rock province study area hydrologically functions;
5. Maintain a cooperative working relationship with all organizations that manage and/or monitor surface-water in southern Nevada;
6. Provide quality assurance and quality control protocols for hydrologic data collection by all involved agencies;
7. Disseminate collected data in a timely manner.

If you approve of this work and the funding required, please sign the attached JFA and return it to Helen Houston at NVFinance@usgs.gov so we may provide your agency with uninterrupted, continuous data. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

If you have questions please refer to the contact list on Enclosure 3.

Sincerely,



Steven N. Berris, Acting Director
USGS Nevada Water Science Center

Enclosures

cc: B. Rinne, J. Johnson, G. Kistingner, SNWA
M. Poff, S. Berris, USGS, NVWSC
GS-W-NV Finance

Enclosure 1

Summary of Cooperative Surface-Water Program for Federal Fiscal Year 2016

Program Elements

A. Operation of Surface-Water Gaging Stations

The current work-plan calls for site operation and maintenance of surface-water gaging stations at two diversions, eight springs and five streams; monitored during the agreement period.

The operation & maintenance costs include maintaining the stream-gaging equipment, providing real-time telemetry and display of hydrologic data on USGS web page, making scheduled water discharge measurements, reduction and analysis of stage data, verification and development of stage/discharge relationships (ratings), computation of stream-flow, and data publication costs. Sites are generally visited on a 6-week basis, but may require more frequent visits as conditions warrant.

Provisional data from sites with data collection platforms (DCPs), will be updated every hour and available on the USGS NWIS (National Water Information System) web interface (NWISWeb) at <http://waterdata.usgs.gov/nv/nwis/rt>. All data will be compiled, reviewed, quality-assured, finalized and disseminated throughout the year and annually as water year summaries on NWISWeb.

Operation of Continuous Surface-Water Gaging Stations at:

<u>Site Name</u>	<u>Type</u>
1. Corn Creek Spring near Las Vegas	Spring
2. White River near Red Mountain near Preston	Stream
3. Big Springs Creek North Channel near Baker	Stream
4. Big Springs Creek South Channel near Baker	Stream
5. Cleve Creek near Ely	Stream
6. Steptoe Creek near Ely, NV	Stream
7. Preston Big Spring near Preston, NV	Spring
8. Crystal Springs near Hiko, NV	Spring
9. Crystal Springs Diversion near Hiko, NV	Diversion
10. Ash Springs Creek below Hwy. 93 at Ash Springs, NV	Spring
11. Ash Springs Creek Diversion	Diversion
12. NDW-Hot Creek Spring	Spring
13. Geyser Spring	Spring
14. Stump Spring near Pahrump, NV	Spring
15. Grapevine Spring and precipitation near Pahrump, NV	Spring/Precipitation

B. Biannual collection of discharge

Miscellaneous measurements collected on a biannual basis, at twenty springs in Moapa, Railroad, and Meadow Valleys, are planned for May and September, 2016. Panaca Spring will only be measured on an annual frequency because of operational constraints. Included in this activity are data reduction, quality assurance, and dissemination of measurements.

Provisional water-level data will be supplied to cooperators within four weeks of data collection. All data will be compiled, reviewed, quality-assured, finalized and disseminated on NWISWeb.

Biannual discrete spring measurements of discharge at:

<u>Site Name</u>	<u>Valley</u>
a. Moorman Spring	White River
b. Lund Spring	White River
c. Cold Spring	White River
d. Nicholas Spring	White River
e. Arnoldson Spring	White River
f. Flag Spring 1	White River
g. Flag Spring 2	White River
h. Flag Spring 3	White River
i. Butterfield Spring	White River
j. Baldwin Flume	Moapa
k. Muddy River 10	Moapa
l. Muddy River 11	Moapa
m. Muddy River 12	Moapa
n. Muddy River 13	Moapa
o. Warm Springs East	Moapa
p. Muddy River 15	Moapa
q. Muddy River 16	Moapa
r. Muddy River 19	Moapa
s. Muddy River 20	Moapa
t. Panaca Spring (annual)	Meadow

Cost Structure of Program Elements A and B (Surface Water):

USGS Station Number	Program Element	NDWR Funds	AUTHORITY Funds	USGS Funds	Total Funds
Program Element A.					
09419625	Corn Creek Spring near Las Vegas, NV	\$0	\$10,800	\$8,135	\$18,935
09415460	White River near Red Mountain near Preston, NV	\$0	\$10,800	\$8,135	\$18,935
102432241	Big Springs Creek North Channel near Baker, NV	\$0	\$10,800	\$8,135	\$18,935
10243224	Big Springs Creek South Channel near Baker, NV	\$0	\$10,800	\$8,135	\$18,935
10243700	Cleve Creek nr. Ely, NV	\$10,800	\$0	\$8,135	\$18,935
10244950	Steptoe Creek nr. Ely, NV	\$9,850	\$0	\$7,419	\$17,269
09415510	Preston Big Spring nr. Preston, NV	\$10,800	\$0	\$8,135	\$18,935
09415590	Crystal Springs nr Hiko, NV	\$0	\$10,800	\$8,135	\$18,935
09415589	Crystal Springs Diversion nr Hiko, NV	\$0	\$10,800	\$8,135	\$18,935
09415645	Ash Springs Crk Below Diversion at Hwy. 93 at Ash Springs, NV	\$0	\$10,800	\$8,135	\$18,935
094156395	Ash springs Diversion Ditch blw Hwy 93 at Ash Springs, NV	\$0	\$10,800	\$8,135	\$18,935
09415558	Hot Creek nr Sunnyside, NV	\$0	\$10,800	\$8,135	\$18,935
10245100	Geyser Creek at Springs Orifice nr Minerva, NV	\$5,400	\$5,400	\$8,135	\$18,935
355906115490601	Stump Spring nr Pahrump, NV	\$0	\$0	\$8,135	\$8,135
362727116013501	Grapevine Spring and precipitation nr Pahrump, NV	\$0	\$0	\$9,792	\$9,792
Program Element B.					
	Misc. Spring Measurements	\$12,188	\$0	\$9,180	\$21,368
TOTAL		\$49,038	\$102,600	\$132,146	\$283,784

Enclosure 2

Summary of Cooperative Groundwater Program for Federal Fiscal Year 2016

Program Elements

A. Operation of water level monitoring stations

The current work-plan calls for site operation and maintenance of continuous water level monitoring stations in eight wells completed in basin-fill and seven wells completed in carbonate rock; monitored during FY 2016. Of these sites nine wells are in the Carbonate-Rock Province, and six wells are in Las Vegas Valley.

The operation & maintenance costs include maintaining the water level monitoring equipment, making scheduled water level measurements with calibrated measuring tapes, reduction and analysis of water level data, quality assurance (including calibration) of field equipment, computation of daily water level, and data publication. Sites are generally visited on a 6-8 week basis, but may require more frequent visits if conditions warrant.

Provisional data from sites with data collection platforms (DCP) will be available on NWISWeb at <http://waterdata.usgs.gov/nv/nwis/rt>. All data will be compiled, reviewed, quality-assured, finalized and disseminated on NWISWeb.

Operation of water level monitoring stations at:

<u>Station Name</u>	<u>Local Well Number</u>	<u>Aquifer</u>	<u>Depth</u>	<u>DCP</u>
1. CNLV Regional Park 1	212 S19 E61 21DDB 1	fill ¹	1300'	No
2. CNLV Deer Springs	212 S19 E61 19BC1	fill	650'	No
3. CNLV Allen & Lone Mtn	212 S19 E61 32CC1	fill	650'	No
4. CNLV Diana Terrace	212 S20 E61 13ABDB1	fill	1230'	No
5. CNLV Wilshire	212 S20 E62 05CAAA1	fill	1000'	No
6. Maude Fitzpatrick	212 S22 E61 04BCB 1	fill	355'	No
7. USBLM SHV-1	217 S16 E63 09DDAB1	carb ²	920'	Yes
8. CE-DT-4 (MX-4)	210 S13 E63 23DDDC1	carb	669'	Yes
9. CSV-2 well	219 S13 E65 28DAC1	carb	478'	Yes
10. USGS-MX (Delamar Well)	182 S06 E63 12AD 1	fill	1195'	Yes
11. USGS-MX (S. Dry Lake)	181 S03 E64 12AC 1	fill	1000'	Yes
12. USGS-MX (N. Dry Lake)	181 N03 E63 27CAA 1	carb	2395'	Yes
13. USGS MX Coal Valley Well	172 N03E5910BD1	carb	1837'	Yes
14. USGS-MX Steptoe Valley Well	179 N12 E63 12AB1	carb	640'	Yes
15. Creech New Field Well	161 16S 56E 03CC	carb	560'	Yes

¹fill Basin fill aquifer

²carb Regional Paleozoic carbonate aquifer

B. Quarterly collection of water levels in the Carbonate-Rock Province

Miscellaneous water level measurements collected on a quarterly basis, from wells in the Carbonate Rock Province, are planned for FY 2016. Included in this activity are data reduction, quality assurance, and dissemination of measurements. Frequency of data collection will be fixed, and will occur in December 2015, March 2016, June 2016, and September 2016.

Provisional water level data will be supplied to cooperators quarterly within four weeks of data collection. All data will be compiled, reviewed, quality-assured, finalized and disseminated on NWISWeb.

Water levels measured by the Southern Nevada Water Authority will be provided to USGS at the same schedule as when these data are provided to the State of Nevada.

Quarterly collection of water levels in the Carbonate-Rock Province at:

	<u>Agency Site ID</u>	<u>Local Number</u>	<u>Name</u>	<u>Aquifer</u>	<u>Depth</u>
1.	380652116200901	156 N03 E50 13CA 1	USGS-MX (Revielle Valley)	fill ¹	682'
2.	382901116125201	156 N07 E51 10AD 1	USGS-MX (Hot Creek 1)	fill	480'
3.	380906116050502	173B N03 E52 02DA 2	USGS-MX (S. R&R Valley)	fill	495'
4.	384338115283601	173B N10 E58 17CAAB1	USGS-MX (N. R&R Valley)	fill	581'
5.	384920115343001	173B N11 E57 09CDB 1	USBLM - Ball Creek Well 1	fill	186'
6.	393624115244601	175 N20 E58 14BDAB1	-----	fill	135'
7.	393510115274801	175 N20 E58 20DBDA1	USBLM	fill	233'
8.	393425115215301	175 N20 E59 30DADA1	-----	fill	unknown
9.	394418115250301	175 N22 E58 34AADA1	175 Big Tank Well	fill	unknown
10.	394340115252501	175 N22 E58 34DC 1	USGS-MX	fill	150'

¹fill Basin fill aquifer

C. Biannual high altitude precipitation measurements

Collecting biannual, volumetric measurements from eleven high-altitude precipitation stations is planned for FY 2016. This activity includes data reduction, dissemination, and quality assurance of measurements. Frequency of site visits and data collection will be fixed and will occur in October 2015 and June 2016. Pressure sensors were installed in FY 2015 at each station to collect time series precipitation data on an hourly basis. Time series will be provided to the Authority with minimal processing and will not be input to the USGS NWIS database for computation or publication.

Provisional precipitation data will be supplied to cooperators quarterly within four weeks of data collection. All data will be compiled, reviewed, quality-assured, finalized and disseminated on NWISWeb.

Should data collection in any of the above noted elements be interrupted or data collection incomplete, USGS will inform the cooperators as soon as possible upon learning of the interruption.

Biannual high altitude precipitation measurements at:

	<u>Latitude</u>	<u>Longitude</u>	<u>Elevation</u>	<u>Name</u>
1.	391913	1141431	9300'	Unnamed Peak NW of Mt. Moriah
2.	381438	1142333	9200'	Mt. Wilson
3.	363500	1151443	9600'	Sheep Peak
4.	355641	1152946	8080'	Potosi Peak
5.	372035	1144329	7891'	S. Delamar Mtns
6.	373107	1144333	7867'	S. of Chokecherry Peak
7.	375337	1143438	9375'	Highland Peak
8.	373915	1152328	8640'	Mt. Irish
9.	361738	1154042	10104'	Mt. Charleston
10.	381157	1153731	9,100'	Quinn Canyon Range
11.	380025	1162738	9,100'	Kawich Range

Eight precipitation stations were discontinued in FY15 by agreement between the Southern Nevada Water Authority and USGS.

Cost Structure of Programs A, B and C (Groundwater):

Program Element	NDWR Funds	AUTHORITY Funds	USGS Funds	Total Funds
Program Element A.				
CNLV Regional Park 1	\$7,200	\$0	\$5,423	\$12,623
CNLV Deer Springs	\$7,200	\$0	\$5,423	\$12,623
CNLV Allen & Lone Mtn	\$7,200	\$0	\$5,423	\$12,623
CNLV Diana Terrace	\$7,200	\$0	\$5,423	\$12,623
CNLV Wilshire	\$7,200	\$0	\$5,423	\$12,623
Maude Fitzpatrick	\$7,200	\$0	\$5,423	\$12,623
USBLM SHV-1	\$0	\$8,150	\$6,139	\$14,289
CE-DT-4 (MX-4)	\$0	\$8,150	\$6,139	\$14,289
CSV-2 well	\$0	\$8,150	\$6,139	\$14,289
USGS-MX (Delamar Well)	\$0	\$8,150	\$6,139	\$14,289
USGS-MX (N. Dry Lake)	\$0	\$8,150	\$6,139	\$14,289
USGS-MX (S. Dry Lake)	\$0	\$8,150	\$6,139	\$14,289
USGS MX Coal Valley Well	\$8,150	\$0	\$6,139	\$14,289
USGS-MX Steptoe Valley Well	\$8,150	\$0	\$6,139	\$14,289
Creech Near Field Well		\$8,150	\$6,139	\$14,289
Total	\$59,500	\$57,050	\$87,789	\$204,339
Program Element B.				
Quarterly Water Levels in Carbonate Rock Prov.	\$4,775	\$2,825	\$5,725	\$13,325
Program Element C.				
Biannual High Altitude Precip. Measurements	\$0	\$26,000	\$19,584	\$45,584
TOTAL	\$64,275	\$85,875	\$113,098	\$263,248

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17134**

Agency Name: DCNR - ENVIRONMENTAL PROTECTION	Legal Entity Name: AECOM TECHNICAL SERVICES, INC.
Agency Code: 709	Contractor Name: AECOM TECHNICAL SERVICES, INC.
Appropriation Unit: 3175-74	Address: 1220 AVENIDA ACASC
Is budget authority available?: Yes	City/State/Zip: CAMARILLO, CA 93012
If "No" please explain: Not Applicable	Contact/Phone: HARRY VAN DEN BERG 805-764-4045
	Vendor No.: T29025012
	NV Business ID: NV19901019462

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

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

Agency Reference #: **RFP # 3206**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2015**

Anticipated BOE meeting date **11/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/10/2017**

Contract term: **2 years and 1 day**

4. Type of contract: **Contract**

Contract description: **BMI- NERT Contractor**

5. Purpose of contract:

This is a new contract to provide professional services to plan for and implement a Regional Groundwater Remedial Investigation to identify contributing sources and pathways of chemical loading to the Las Vegas Wash.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Using State authority under Nevada Water Pollution Control Law and hazardous waste laws, NRS 445A and NRS 459, NDEP will perform regulatory oversight in a manor that is consistent with the National Contingency Plan (40 CFR 300) (NCP). The selected contractor will provide professional services to NDEP to plan for and implement a Regional Groundwater Remedial Investigation to identify contributing sources and pathways of chemical loading to the Las Vegas Wash.

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 staffing or expertise to perform these services.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3206, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by and independently appointed evaluation committee.

d. Last bid date: 08/11/2015 Anticipated re-bid date: 08/11/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lfleming	10/02/2015 13:47:48 PM
Division Approval	demme	10/02/2015 16:09:19 PM
Department Approval	demme	10/02/2015 16:11:01 PM
Contract Manager Approval	sgotta	10/12/2015 11:50:32 AM
Budget Analyst Approval	sbarkdul	10/12/2015 11:54:14 AM
BOE Agenda Approval	sewart	10/12/2015 12:52:41 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: **16211** Amendment Number: **2**

Agency Name: **DETR - REHABILITATION DIVISION** Legal Entity Name: **San Diego State University**

Agency Code: **901** Contractor Name: **San Diego State University**

Appropriation Unit: **3265-04** Address: **Research Foundation**

Is budget authority available?: **Yes** City/State/Zip: **San Diego, CA 92182-1901**

If "No" please explain: **Not Applicable** Contact/Phone: **null619.594.5731**

Vendor No.: **T81037053B**

NV Business ID: **Governmental Entity**

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

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

<input checked="" type="checkbox"/>	General Funds	21.30 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **#1947-16-REHAB**

2. Contract start date:
a. Effective upon final approval? **No** or b. other effective date **12/01/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2017**

Contract term: **2 years and 303 days**

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

Contract description: **Training/Tech. Asst.**

5. Purpose of contract:

This is the second amendment to the original contract, which continues ongoing training and technical assistance. This amendment increases the maximum amount from \$49,808 to \$134,080 due to additional training that is required under new Federal guidelines.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$49,808.00	\$0.00	\$49,808.00	Yes - Info
a. Amendment 1:	\$0.00	\$0.00	\$49,808.00	No
4. Amount of current amendment (#2):	\$84,272.00	\$84,272.00	\$84,272.00	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?

The scope of work was previously performed under the Technical Assistance and Continuing Education (TACE) grants which was not funded by the Rehabilitation Services Administration (RSA). On-going support needs to be managed with a contract due to the loss of the TACE grant.

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 training and education background for the services needed.

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?

Interlocal Cooperation Act (NRS Per 277.080-277.180).

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?

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 performing satisfactory service for the Division since 1999.

13. Is the contractor currently involved in litigation with the State 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	khawkin1	10/02/2015 13:48:03 PM
Division Approval	mmason	10/05/2015 08:45:49 AM
Department Approval	mcost1	10/06/2015 12:18:51 PM
Contract Manager Approval	kwynands	10/06/2015 12:31:16 PM
Budget Analyst Approval	tgreenam	10/08/2015 09:12:01 AM
BOE Agenda Approval	sbrown	10/13/2015 11:48:04 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: **16911**

Agency Name: DETR - ADMINISTRATIVE SERVICES	Legal Entity Name: BOARD OF REGENTS - NSHE
Agency Code: 908	Contractor Name: BOARD OF REGENTS - NSHE
Appropriation Unit: 3270-25	Address: NSHE 2601 ENTERPRISE RD RENO, NV 89512
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89512
If "No" please explain: Not Applicable	Contact/Phone: null775/784-3412
	Vendor No.: D35000808
	NV Business ID: Governmental 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.

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

Agency Reference #: **1998-17-SLDS-NSHE**

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 **11/2015**

Retroactive? **Yes**

If "Yes", please explain

DETR has been working on the scope of work with the partnering agencies, NSHE and NDE. Due to negotiations and requested contract language modifications the processing of the contract has been slower than originally anticipated. Subsequent contract renewals should be more expeditious.

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

Contract term: **2 years**

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

Contract description: **System Maintenance**

5. Purpose of contract:

This is a new contract to provide the ongoing operations and maintenance support of the Statewide Longitudinal Data System aka Nevada P20 to Workforce Research Data System (NPWR). The NPWR enables the Nevada System of Higher Education, the Department of Employment, Training and Rehabilitation and the Nevada Department of Education to conduct studies and examinations using data collected individually by each agency and linked in a manner that no personally identifiable information is used in the analysis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$234,671.00**

Other basis for payment: Payment for SFY 1: \$119,787 and SFY 2: \$114,884 upon receipt of an approved invoice with the total contract not to exceed \$234,671.

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?

Governmental Entity - Intrastate Contract - There is no indirect cost rate charged to this contract.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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 Board of Regents - Nevada System of Higher Education has provided satisfactory services under contract for the Department of Employment, Training and Rehabilitation since 2006

13. Is the contractor currently involved in litigation with the State 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	ekin4	07/07/2015 08:43:50 AM
Division Approval	mcost1	10/02/2015 13:24:30 PM
Department Approval	mcost1	10/02/2015 13:24:34 PM
Contract Manager Approval	kwynands	10/02/2015 13:52:02 PM
Budget Analyst Approval	tgreenam	10/08/2015 09:48:05 AM
BOE Agenda Approval	sbrown	10/13/2015 12:06:35 PM
BOE Final Approval	Pending	

BRIAN SANDOVAL
GOVERNOR



DON SODERBERG
DIRECTOR

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: August 31, 2015

TO: James R. Wells, Clerk
Board of Examiners

FROM: Don Soderberg, Director, *for*
Department of Employment, Training and Rehabilitation

SUBJECT: RETROACTIVE CONTRACT
1998-17-SLDS-NSHE, Nevada System of Higher Education

mark Costa, ASO IV

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Nevada System of Higher Education (NSHE) and Nevada Department of Education (NDE) retroactive to **July 1, 2015**.

This contract is for the Nevada P-20 Workforce Reporting Program (NPWR). This contract continues the automation of the exchange of data amongst state agencies and stakeholders linking education and workforce data systems for increased efficiencies, analyzes the effectiveness of education and training programs in the workforce, and improves the analysis of data to assist decision-makers on how to effectively and efficiently address workforce needs in Nevada. DETR has been working on the scope of work with the partnering agencies, NSHE and NDE. Due to negotiations and requested contract language modifications the processing of the contract has been slower than originally anticipated. Subsequent contract renewals should be more expeditious.

Thank you for considering this request.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **15129** Amendment Number: **1**

Legal Entity Name: **FAAD JANITORIAL, INC.**

Agency Name: **DETR - ADMINISTRATIVE SERVICES** Contractor Name: **FAAD JANITORIAL, INC.**

Agency Code: **908** Address: **52 GLEN CARRAN CIR**

Appropriation Unit: **All Budget Accounts - Category 04**

Is budget authority available?: **Yes** City/State/Zip: **SPARKS, NV 89431**

If "No" please explain: **Not Applicable** Contact/Phone: **Donna Leidner 775/351-2405**

Vendor No.: **T27017486**

NV Business ID: **NV20041538232**

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.

<input checked="" type="checkbox"/>	General Funds	1.90 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	69.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	29.10 % BEN, Career Enhancement Program, and ESD Special Fund

Agency Reference #: **1871-16-DETR**

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **01/01/2014**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **12/31/2015**

Termination Date:

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial service**

5. Purpose of contract:

This is the first amendment to the original contract that provides ongoing janitorial services for the facility located in Carson City. This amendment extends the termination date from December 31, 2015 to December 31, 2017 and increases the maximum amount from \$67,525.92 to \$135,051.84 due to the continued need for the services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$67,525.92	\$0.00	\$0.00	Yes - Action
4. Amount of current amendment (#1):	\$67,525.92	\$67,525.92	\$67,525.92	Yes - Action
5. New maximum contract amount:	\$135,051.84			

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada must maintain a clean facility for the safety and health of department clients and staff.

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

The State of Nevada does not have the manpower to provide this service in-house.

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

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

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
The Evaluation Committee determined this was the best vendor to provide the needed service.

d. Last bid date: 09/20/2013 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:

F.A.A.D Janitorial has been under contract with the Department of Employment, Training and Rehabilitation since 2008 and service has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ekin4	10/09/2015 07:38:20 AM
Division Approval	mcost1	10/09/2015 09:18:07 AM
Department Approval	mcost1	10/09/2015 09:18:13 AM
Contract Manager Approval	btaylo7	10/12/2015 12:04:34 PM
Budget Analyst Approval	tgreenam	10/14/2015 08:09:35 AM
BOE Agenda Approval	sbrown	10/16/2015 11:51:50 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17105**

Agency Name: DETR - ADMINISTRATIVE SERVICES	Legal Entity Name: XCEL MAINTENANCE SERVICES, INC.
Agency Code: 908	Contractor Name: XCEL MAINTENANCE SERVICES, INC.
Appropriation Unit: All Budget Accounts - Category 04	Address: 8920 COLORFUL PINES AVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89143-4403
If "No" please explain: Not Applicable	Contact/Phone: Kathia Winchell 702/341-9235
	Vendor No.: T81103343
	NV Business ID: NV20021426879

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 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % All DETR Budget Accounts

Agency Reference #: **RFP #3192 - #2028-19-DETR**

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 **01/2015**

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: **JANITORIAL SERVICE**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for office space located in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$56,800.00**

Payment for services will be made at the rate of \$1,025.00 per month

Other basis for payment: Carpets to be cleaned two times (2)x/yr. at \$75/ea.; windows to be cleaned (interior and exterior) three times (3)x/yr. at \$50 ea.; with an hourly rate of \$20 /hr. (as needed, not to exceed 320 hours over a four (4) yr. period)

II. JUSTIFICATION

7. What conditions require that this work be done?

The department needs these services to keep the facility clean.

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 or equipment to perform this work.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3192 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: 03/15/2011 Anticipated re-bid date: 07/01/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This Vendor currently holds several contracts with Buildings and Grounds for janitorial services an has provided excellent 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)?

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	vleigh	10/06/2015 09:55:52 AM
Division Approval	mcost1	10/06/2015 12:00:27 PM
Department Approval	mcost1	10/06/2015 12:00:30 PM
Contract Manager Approval	btaylo7	10/06/2015 12:54:30 PM
Budget Analyst Approval	tgreenam	10/12/2015 07:34:24 AM
BOE Agenda Approval	sbrown	10/13/2015 11:21:02 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: **17108**

Agency Name: DETR - ADMINISTRATIVE SERVICES	Legal Entity Name: XCEL MAINTENANCE SERVICES, INC.
Agency Code: 908	Contractor Name: XCEL MAINTENANCE SERVICES, INC.
Appropriation Unit: All Budget Accounts - Category 04	Address: 8920 COLORFUL PINES AVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89143-4403
If "No" please explain: Not Applicable	Contact/Phone: null702/341-9235
	Vendor No.: T81103343
	NV Business ID: NV20021426879

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 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % All DETR Budget Accounts

Agency Reference #: 2029-19-DETR (RFP #3192)

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 11/2015

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: **Janitorial**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for leased office space located in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$149,920.00**

Other basis for payment: \$2850.00/mth.; \$690.00 - Carpets cleaned two (2x) times per yr.; \$100.00 - Windows cleaned interior & exterior, three (3x) times per yr. With an hourly rate of \$20 /hr. (as needed, not to exceed 320 hrs. over 4 years.)

II. JUSTIFICATION

7. What conditions require that this work be done?

To keep State buildings clean for the safety of the public and State employees.

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

The Dept. of Employment, Training, and Rehab. lacks an internal cleaning staff.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFP #3192, 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: 03/15/2011 Anticipated re-bid date: 07/01/2019

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

This vendor currently holds several contracts with Buildings and Grounds for janitorial services and has provided excellent 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)?

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	vleigh	10/06/2015 09:56:21 AM
Division Approval	mcost1	10/06/2015 12:01:01 PM
Department Approval	mcost1	10/06/2015 12:01:12 PM
Contract Manager Approval	btaylo7	10/06/2015 12:55:12 PM
Budget Analyst Approval	tgreenam	10/12/2015 07:34:34 AM
BOE Agenda Approval	sbrown	10/13/2015 11:09:47 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17106**

Agency Name: DETR - ADMINISTRATIVE SERVICES	Legal Entity Name: XCEL MAINTENANCE SERVICES, INC.
Agency Code: 908	Contractor Name: XCEL MAINTENANCE SERVICES, INC.
Appropriation Unit: All Budget Accounts - Category 04	Address: 8920 COLORFUL PINES AVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89143-4403
If "No" please explain: Not Applicable	Contact/Phone: Kathia Winchell 702/341-9235
	Vendor No.: T81103343
	NV Business ID: NV20021426879

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 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % All DETR Budget Accounts

Agency Reference #: **RFP #3192 - #2030-19-DETR**

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 **11/2015**

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: **JANITORIAL SERVICE**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for leased office space located in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$92,720.00**

Payment for services will be made at the rate of \$1,725.00 per month

Other basis for payment: Carpets to be cleaned two (2)x/yr. at \$350/ea.; windows to be cleaned (interior and exterior) three times (3)x/yr. at \$60/ea.; additional hourly rate of \$20 /hr. (as needed not to exceed 320 hrs. over a four (4) yr. period).

II. JUSTIFICATION

7. What conditions require that this work be done?

The department needs these services to keep the facility clean.

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 or equipment to perform this work.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

This Vendor currently holds several contracts with Buildings and Grounds for janitorial service and has provided excellent service.

d. Last bid date: 03/15/2011 Anticipated re-bid date: 07/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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	vleigh	10/06/2015 09:56:07 AM
Division Approval	mcost1	10/06/2015 11:59:40 AM
Department Approval	mcost1	10/06/2015 11:59:44 AM
Contract Manager Approval	btaylo7	10/06/2015 12:54:53 PM
Budget Analyst Approval	tgreenam	10/12/2015 07:34:12 AM
BOE Agenda Approval	sbrown	10/13/2015 11:17:41 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: **12088** Amendment Number: **3**
 Agency Name: **PUBLIC EMPLOYEES BENEFITS** Legal Entity Name: **CATALYST RX**
 Agency Code: **950** Contractor Name: **CATALYST RX**
 Appropriation Unit: **1338-12** Address: **800 KING FARM BLVD FL 4**
 Is budget authority available?: **Yes** City/State/Zip: **ROCKVILLE, MD 20850-5979**
 If "No" please explain: Not Applicable Contact/Phone: null301/548-2940
 Vendor No.: T81103742
 NV Business ID: NV19961141292

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 67% State Subsidy/33% Premium Revenue

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **07/01/2011**

Retroactive? **Yes**

If "Yes", please explain

This amendment is retroactive to September 1, 2015 as that is the date PEBP decided to no longer pay for the service of the consultant. In order to avoid the plan having to pay for additional months of service it is not using while waiting for BOE approval, the amendment has an effective date of September 1, 2015.

3. Previously Approved **06/30/2016**
 Termination Date:

Contract term: **5 years and 1 day**

4. Type of contract: **Contract**

Contract description: **PBM**

5. Purpose of contract:

This is the third amendment to the original contract, which provides Pharmacy Benefit Manager services to the Public Employees' Benefits Program. This amendment decreases the maximum amount from \$163,800,000 to \$163,710,872 to remove paid consultant services by Virtuous Group.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$143,000,000.00	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
b. Amendment 2:	\$20,800,000.00	\$20,800,000.00	\$20,800,000.00	Yes - Action
4. Amount of current amendment (#3):	-\$89,128.00	-\$89,128.00	-\$89,128.00	Yes - Action

II. JUSTIFICATION

7. What conditions require that this work be done?

The Public Employees Benefits Program offers prescription drug coverage as a part of the benefits package offered to participants of the program.

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

The State of Nevada does not administer prescription drug benefits.

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?

This is the incumbent vendor and has extensive program knowledge. Catalyst has been a good partner for the state and their pricing was competitive and reasonable for the services sought.

d. Last bid date: 09/01/2010 Anticipated re-bid date: 01/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Catalyst Rx is PEBP's current PBM vendor. PEBP is very satisfied by the services of Catalyst Rx.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstron1	10/08/2015 11:11:26 AM
Division Approval	mstron1	10/08/2015 11:11:30 AM
Department Approval	cglover	10/08/2015 16:05:39 PM
Contract Manager Approval	mstron1	10/09/2015 08:27:01 AM
Budget Analyst Approval	knielsen	10/16/2015 15:19:46 PM
BOE Agenda Approval	nhovden	10/19/2015 08:58:13 AM



BRIAN SANDOVAL
Governor

DAMON HAYCOCK
Executive Officer

STATE OF NEVADA
PUBLIC EMPLOYEES' BENEFITS PROGRAM

901 S. Stewart Street, Suite 1001

Carson City, Nevada 89701

Telephone (775) 684-7000 · (800) 326-5496

Fax (775) 684-7028

www.pebp.state.nv.us



LEO M. DROZDOFF, P.E.
Board Chairman

Memorandum

DATE: October 8, 2015
TO: Katrina Nielsen, Budget Analyst
FROM: Megan Sloan, Contract Manager
SUBJECT: Retroactive Amendment

Attached is amendment #3 to the existing vendor contract between the Public Employees' Benefits Program (PEBP) and Catamaran Rx. This amendment reduces the contract maximum by 89,128.00 by removing consultant services provided by a subcontractor to the vendor. This amendment is retroactive to September 1, 2015 as that is the date PEBP determined the services of the consultant were no longer needed.

If you have any questions, please contact me.

Regards,

Megan Sloan

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17116**

Agency Name: MSA MASTER SERVICE AGREEMENTS	Legal Entity Name: AT&T Corp
Agency Code: MSA	Contractor Name: AT&T Corp
Appropriation Unit: 9999 - All Categories	Address: 2700 Watt Ave. RM 3349
Is budget authority available?: Yes	City/State/Zip: Sacramento, CA 95821
If "No" please explain: Not Applicable	Contact/Phone: Mike Pfaff 916-806-4452
	Vendor No.:
	NV Business ID: NV19711002665
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 %	Bonds 0.00 %
Highway Funds 0.00 %	X Other funding 100.00 % Various
Agency Reference #: RFQ 3070 tb	

2. Contract start date:

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

Anticipated BOE meeting date 11/2015

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2019**

Contract term: **4 years**

4. Type of contract: **MSA**

Contract description: **Telecommunications**

5. Purpose of contract:

This is a new contract that continues ongoing telecommunication services, including voice, data and transport services for state agencies in Northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000,000.00**

Other basis for payment: As invoiced by the Contractor and approved by the State

II. JUSTIFICATION

7. What conditions require that this work be done?

State employees need access to local telephone services in order to do their jobs.

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

Telecommunications are a regulated service and must be provided by a company certified by the Nevada Public Utilities Commission.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Pursuant to RFQ 3070, and in accordance with NRS 333, this contractor was one of five selected based on qualifications.

d. Last bid date: 10/27/2014 Anticipated re-bid date: 10/26/2018

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:

Contractor is currently engaged under contract for statewide services. Quality of service provided has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sberry	09/30/2015 11:02:28 AM
Division Approval	sberry	09/30/2015 11:02:30 AM
Department Approval	sberry	09/30/2015 11:02:34 AM
Contract Manager Approval	tsmit2	09/30/2015 11:38:11 AM
Budget Analyst Approval	amccalla	10/01/2015 10:52:34 AM
BOE Agenda Approval	sbrown	10/13/2015 11:27:54 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: **17024**

Agency Name: DTCA - DIVISION OF TOURISM	Legal Entity Name: LUCA, JOE
Agency Code: 101	Contractor Name: LUCA, JOE
Appropriation Unit: 1530-12	Address: 1105 SE WILLOW RIDGE DR
Is budget authority available?: Yes	City/State/Zip: BLUE SPRINGS, MO 64014-6314
If "No" please explain: Not Applicable	Contact/Phone: JOE LUCA 816/229-2305
	Vendor No.: T27023604
	NV Business ID: NV20151548917

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	100.00 % EARNED REVENUE

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 **null/null**

Retroactive? **Yes**

If "Yes", please explain

Originally, we assumed we would be able to submit a sole source request for our current distribution manager, Joe Luca, due to the fact he is the only distributor that is associated with Warner Distribution. However, State Purchasing informed us that an informal RFP process would be required rather than being able to request a sole source approval. As a result, this delayed our selection process and getting the contract signed and submitted prior to the start of FY16.

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Newsstand Services**

5. Purpose of contract:

This is a new contract to provide services for magazine newsstand placement and sales nationwide. Services will include: research and report to the Nevada Magazine circulation manager on all industry trends; regularly visit headquarters and regional offices of the national wholesalers to develop and maintain personal contacts and awareness of Nevada Magazine; analyze sales with various wholesalers and selling outlets to determine appropriate draw for each issue; negotiate special rack space trade outs for Nevada Magazine; inform the Nevada Magazine of new distribution options and negotiate wholesaler discounts; and provide expert advice on all distribution topics such as cover design, logo, content, selling points, etc.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,800.00**

Payment for services will be made at the rate of \$450.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

Created under NRS 231.160, Nevada Magazine publishes a magazine that contains material which educate the general public about the state and thereby fosters awareness and appreciation of Nevada heritage, culture, historical monuments, natural wonders, and natural resources.

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

Nevada Magazine's staff does not have the expertise to handle newsstand distribution. A national consultant is needed who has experience representing other regional titles and national contacts that can negotiate for a small regional publication.

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 was chosen because he submitted the lowest bid.

d. Last bid date: 07/20/2015 Anticipated re-bid date: 03/31/2019

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:

Nevada Magazine 2007-2015. The contractor is 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:

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amathies	09/23/2015 13:21:56 PM
Division Approval	amathies	09/23/2015 13:21:58 PM
Department Approval	amathies	09/23/2015 13:22:18 PM
Contract Manager Approval	jkinney	09/23/2015 13:23:41 PM
Budget Analyst Approval	tgreenam	09/24/2015 15:07:06 PM

MEMORANDUM:

Date: August 18, 2015

To: Tiffany Greenameyer, Budget Analyst IV
Budget and Planning Division

Through: David Peterson, Operations & Finance Manager
Department of Tourism & Cultural Affairs

From: Janet Kinney, Accountant Tech I
Nevada Magazine

Subject: Explanation of Retroactive Contract

Originally, we assumed we would be able to submit a sole source request for our current distribution manager, Joe Luca, due to the fact he is the only distributor that is associated with Warner Distribution. Warner has the current contract with the Magazine to handle the regional distribution and has been the sole source of this distribution for over ten years, as they are the only distribution company that is still active in the Western United States.

However, after discussing with the purchasing department, we were informed that an informal RFP process would be required. Since there are so few vendors that do this type of work, it took the agency longer than anticipated to identify two other vendors beyond Mr. Luca, to initiate the informal RFP process. As a result this delayed our selection process and getting the contract signed and submitted.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17032**

Agency Name: **ADMIN - ENTERPRISE IT SERVICES**
 Agency Code: **180**
 Appropriation Unit: **1386-00**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **CARSON CITY**
 Contractor Name: **CARSON CITY**
 Address: **INFORMATION TECHNOLOGY DEPT.
 201 N CARSON ST STE 1
 CARSON CITY, NV 89701-4264**
 City/State/Zip: **CARSON CITY, NV 89701-4264**
 Contact/Phone: **evonschimmelann@carson.org 775 887-2160**
 Vendor No.: **T81027305**
 NV Business ID: **Not Applicable**

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	100.00 % Revenue

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 **null/null**

Retroactive? **Yes**

If "Yes", please explain

The City of Carson was not sure if they were going to stay with the State's Silvernet services or go with Charter. When they finally decided to stay with the State they needed to have their Board's approval in order to move forward which did not occur until after July 1, 2015.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **SilverNet Access**

5. Purpose of contract:

This is a new revenue contract, which provides ongoing Internet access for Carson City through the states Silvernet network.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,863.32**

Other basis for payment: **FY2016, \$13,548.84; FY2017, \$13,314.48**

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:

Carson City has been under a revenue contract with EITS for many years for Silvernet services with satisfactory results

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	capple	09/08/2015 14:38:19 PM
Division Approval	capple	09/08/2015 14:38:22 PM
Department Approval	capple	09/08/2015 14:38:26 PM
Contract Manager Approval	bbohm	09/10/2015 09:43:31 AM
Budget Analyst Approval	sewart	09/14/2015 08:36:38 AM

Brian Sandoval
Governor



James R. Wells, CPA
Director

Shannon Rahming
Interim Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Enterprise I.T. Services Division

100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

August 27, 2015

To: Scott Ewart
Department of Administration, Budget Division

From: Ben Bohm
Department of Administration, Enterprise IT Services
Communications Contract Manager

Subject: To request the Board of Examiners retroactively approve the enclosed Revenue Lease Agreement between EITS and Carson City

The enclosed Revenue Lease agreement is being submitted for the Board of Examiners approval as retroactive back to July 1, 2015. This contract is to be considered retroactive due to the necessity for EITS to have continuous public safety coverage through our SilverNet network and to ensure the effective date of this contract is met (for retroactive payment's due).

We appreciate your time in assistance with this matter and should you have any questions or comments, please call me at 684-5859 or email to bnbohm@admin.nv.gov.

Sincerely,

Ben Bohm
Communications Contract Manager

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 17073

Agency Name: JUDICIAL DISCIPLINE COMMISSION	Legal Entity Name: ATTORNEY GENERAL
Agency Code: 220	Contractor Name: ATTORNEY GENERAL
Appropriation Unit: 1497-04	Address: 5420 Kietzke Lane, Suite 202
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: null775-684-1818
	Vendor No.: D03000000
	NV Business ID: Not applicable

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/16/2015**

Anticipated BOE meeting date null/null

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/01/2018**

Contract term: **2 years and 351 days**

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

Contract description: **Legal Representation**

5. Purpose of contract:

This is a new interlocal agreement to provide representation of the Commission on Judicial Discipline and its staff in Isenberg v. Deyhle, United States District Court, District of Nevada, Case No. 3:15-cv-00369-HDM-VPC and any subsequent federal or state litigation and/or appeals arising from this case.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,968.80**

Payment for services will be made at the rate of \$145.36 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Issues need to be researched, preparing and filing an answer to the complaint. Preparing and filing a motion to dismiss, fully briefing the matter and any oral argument the court may entertain. This also includes conducting discovery, taking and defending depositions, propounding and answering written discovery.

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

The Attorney General's Office is the state agency to defend other 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?

[Empty text box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

[Empty text box]

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csweeney	09/14/2015 12:49:22 PM
Division Approval	csweeney	09/14/2015 12:49:25 PM
Department Approval	csweeney	09/14/2015 12:49:28 PM
Contract Manager Approval	csweeney	09/14/2015 12:49:31 PM
Budget Analyst Approval	cmurph3	09/17/2015 10:10:56 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: **16904**

Agency Name: DEPARTMENT OF VETERANS SERVICES	Legal Entity Name: Johnson Controls, Inc.
Agency Code: 240	Contractor Name: Johnson Controls, Inc.
Appropriation Unit: 2561-04	Address: 3645 West Oquendo Road, Suite 100
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89118
If "No" please explain: Not Applicable	Contact/Phone: Kimberly Hebert 702-598-3471
	Vendor No.: T10346500D
	NV Business ID: NV19571000769

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 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % 50% Federal and 50% private funds

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 null/null

Retroactive? **Yes**

If "Yes", please explain

Delays in contract negotiation and final signature authority delayed processing of this contract until beyond the required start date.

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **HVAC Maintenance**

5. Purpose of contract:

This is a new contract that continues ongoing maintenance service on air conditioning equipment and vacuum systems.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: \$12,612 for contract year 1, and \$14,067 for contract year 2 (not including parts and labor for repairs - \$3,321)

II. JUSTIFICATION

7. What conditions require that this work be done?

Maintain proper working order of air conditioning equipment and vacuum system. Provide HVA preventative maintenance.

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

Requires special skills and tools. No State agencies or employees 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?

Best pricing; familiarity with facility and equipment

d. Last bid date: 06/01/2015 Anticipated re-bid date: 06/01/2017

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:

Contractor has performed similar service for NSVH in the past. All services have been satisfactory.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	agarland	10/01/2015 15:02:02 PM
Division Approval	agarland	10/01/2015 15:02:05 PM
Department Approval	agarland	10/01/2015 15:02:10 PM
Contract Manager Approval	scas1	10/01/2015 15:16:48 PM
Budget Analyst Approval	drey nol2	10/06/2015 16:19:09 PM



STATE OF NEVADA
OFFICE OF VETERANS SERVICES
NEVADA STATE VETERANS HOME/BOULDER CITY
100 Veterans Memorial Drive
Boulder City, Nevada 89005
(702) 332-6784 • Fax (702) 332-6762 • TDD (702) 332-6988



MEMORANDUM

To: Nikki Hovden, Budget Office
From: Michael C. Nobles, Management Analyst II *MCN*
Date: August 18, 2015
Subject: Request for Retroactive Approval of Johnson Controls Contract

The Nevada State Veterans Home (NSVH) is requesting retroactive approval of the Johnson Controls contract. This vendor provides maintenance services for air conditioning and vacuum systems at the Home.

NSVH has designated Johnson Controls to provide ongoing maintenance service on air conditioning and vacuum systems. Delays were caused by rewriting various features of the contract, and receiving all of the vendors required signatures, until the usual contract expiration date had been reached. There was no time to work through the usual contract process and continue to receive the vendors' services.

Approval of this request will allow NSVH to continue to receive services from this vendor in a timely manner.

RECEIVED

AUG 20 2015

GOVERNOR'S FINANCE OFFICE
BUDGET DIVISION

"Caring For America's Heroes"

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17045**

Agency Name:	NDE - DEPARTMENT OF EDUCATION	Legal Entity Name:	The One to One Institute
Agency Code:	300	Contractor Name:	The One to One Institute
Appropriation Unit:	2675-32	Address:	1980 North College Road
Is budget authority available?:	Yes	City/State/Zip:	Mason, MI 48854
If "No" please explain:	Not Applicable	Contact/Phone:	null517-978-0006
		Vendor No.:	T27037644
		NV Business ID:	NV20151485397

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/16/2015**

Anticipated BOE meeting date null/null

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 288 days**

4. Type of contract: **Contract**

Contract description: **One to One Institute**

5. Purpose of contract:

This is a new contract to provide mentoring services for the Nevada Ready 21 program. The services will include strategic planning for program rollout and implementation, development of a Request for Proposal (RFP) to solicit district applications, and develop administrator and teacher programs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,000.00**

Other basis for payment: Upon itemized receipt of deliverables

II. JUSTIFICATION

7. What conditions require that this work be done?

As part of the approved Nevada state education budget for Fiscal Year 16 and Fiscal Year 17, funds were allocated to purchase program mentoring services from One-to-One Institute (OTO) for the Nevada Ready 21 (NR21) program. NR21 is a pilot one-to-one student computing program that was approved in Senate Bill 515.

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

Employees within the state have responsibilities that support the programs but certain tasks exceed their expertise. OTO has experience and deep content expertise on the one-to-one programs. OTO is the only organization in the country that offers assistance to states and large school districts in successful one-to-one program implementation.

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 #: 150703

Approval Date: 07/07/2015

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

OTO understands the unique nuances of the Nevada ed tech landscape and how those nuances affect the rollout of a pilot, large-scale, multi-year one-to-one program in Nevada Schools. OTO is the only organization in the country that offers assistance to states and large school districts in successful one-to-one program implementation. OTO bases their practices on their research findings from only large-scale, longitudinal study of successful one-to-one programs to be conducted on United States schools. OTO understands the many challenges associated with rolling out large-scale one-to-one programs. OTO facilitated the Nevada Ready 21 planning process that involved stakeholders from public, private, and non-profit sectors throughout Nevada. They also wrote a portion of our plan and became familiar with Nevada's unique educational technology landscape. As the only non-profit in the nation dedicated to the mission of one-to-one implementation, they conduct research on one-to-one and use their findings to assist other entities throughout the world in one-to-one implementation. The Nevada Department of Education conducted an internet search for other such entities and found none.

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	09/03/2015 11:24:06 AM
Division Approval	lyoun7	09/03/2015 11:40:31 AM
Department Approval	lyoun7	09/03/2015 11:40:33 AM
Contract Manager Approval	bsotomay	09/03/2015 12:01:28 PM
Budget Analyst Approval	tgreenam	09/16/2015 09:07:52 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: **13742** Amendment Number: **2**
 Agency Name: **DEPARTMENT OF EDUCATION** Legal Entity Name: **LEITNER, DAVID DBA**
 Agency Code: **300** Contractor Name: **LEITNER, DAVID DBA**
 Appropriation Unit: **2712-04** Address: **PACIFIC RESEARCH ASSOCIATES**
 Is budget authority available?: **Yes** City/State/Zip: **PORTLAND, OR 97221-2427**
 If "No" please explain: **Not Applicable** Contact/Phone: **null503/297-5300**
 Vendor No.: **T27019822**
 NV Business ID: **NV20101560126**

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

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

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

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **09/11/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2014**
 Contract term: **3 years and 80 days**

4. Type of contract: **Contract**
 Contract description: **Reports & Evaluation**

5. Purpose of contract:
This is the second amendment to the original contract, to collect the required data for the Federal Comprehensive State Performance Report (CSPR) for applicable Title I and Title III programs as well as evaluate the 21st Century Community Learning Center Programs. The Amendment extends the termination date from September 10, 2014 to November 30, 2015 and increases the amount of the contract from \$91,440.00 to \$139,740.00

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$91,440.00	\$0.00	\$0.00	Yes - Action
a. Amendment 1:	\$0.00	\$0.00	\$0.00	No
4. Amount of current amendment (#2):	\$48,300.00	\$48,300.00	\$48,300.00	Yes - Info
5. New maximum contract amount:	\$139,740.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
The United States Department of Education (USDOE) requires certain data be provided as part of the Comprehensive School Performance Report, as well as an annual evaluation of 21st Century programs.

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

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

9. Were quotes or proposals solicited? 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?

Pacific Research Associates was the only vendor to submit a proposal.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Department of Education. The quality of service provided was satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mburto1	09/09/2014 15:10:23 PM
Division Approval	mburto1	09/09/2014 15:10:27 PM
Department Approval	lyoun7	09/09/2014 15:32:55 PM
Contract Manager Approval	mburto1	09/09/2014 16:26:40 PM
Budget Analyst Approval	sbrown	09/10/2014 15:25:27 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: **17055**

Agency Name: **DTCA - MUSEUMS AND HISTORY DIVISION**
 Agency Code: **331**
 Appropriation Unit: **4216-40**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **Vendini Inc**
 Contractor Name: **Vendini Inc**
 Address: **660 Market St FL 4**
 City/State/Zip: **San Fransisco, CA 94104-5004**
 Contact/Phone: **null8009017173**
 Vendor No.: **T29035557**
 NV Business ID: **NV20151142437**

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Train Ride Charges

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 **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2018**
 Contract term: **3 years and 31 days**

4. Type of contract: **Contract**
 Contract description: **DMH E-Ticket**

5. Purpose of contract:

This is a new contract to provide an electronic (on-line) ticketing service to allow consumers to purchase train ride tickets and/or museum admission entrance tickets through the Division of Museums and History museum's websites.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**
 Other basis for payment: **\$195 per account set up (up to six museums) plus a service charge of \$.99 per each ticket with a cost of \$5.00 or less and \$1.50 per each ticket with a cost of \$6.00 or more.**

II. JUSTIFICATION

7. What conditions require that this work be done?

Special events at the Nevada State Railroad Museum Boulder City require a large number of train tickets to be produced, printed, and sold which puts a burden on the limited number of staff at that facility. This service allows for online ticket purchasing which reduces staff labor and provides for additional convenience to the NSRMBC visitor.

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

Neither the State of Nevada, nor the employees of the Nevada State Railroad Museum Boulder City have the ability to provide for online ticket purchase 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):

[Redacted]

b. Solicitation Waiver: **Not Applicable**

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

This vendor was able to obtain the required PCI compliance liability insurance where the others could not.

d. Last bid date: 09/26/2014 Anticipated re-bid date: 10/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cedlefse	09/03/2015 16:34:43 PM
Division Approval	cedlefse	09/03/2015 16:34:47 PM
Department Approval	dpeters3	09/04/2015 09:35:22 AM
Contract Manager Approval	cedlefse	09/14/2015 09:30:48 AM
Budget Analyst Approval	tgreenam	09/14/2015 09:50:50 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16436** Amendment Number: **1**
 Agency Name: **DHHS - AGING AND DISABILITY SERVICES DIVISION** Legal Entity Name: **MEDCO CONTAINMENT LIFE**
 Agency Code: **402** Contractor Name: **MEDCO CONTAINMENT LIFE**
 Appropriation Unit: **3156-16** Address: **INSURANCE COMPANY 1 EXPRESS WAY**
 Is budget authority available?: **Yes** City/State/Zip: **SAINT LOUIS, MO 63121-1824**
 If "No" please explain: **Not Applicable** Contact/Phone: **ULLA GONZALEZ 201/269-5234**
 Vendor No.: **T29013685**
 NV Business ID: **NV20021356534**

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	100.00 % TOBACCO FUNDS

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **04/03/2015**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/09/2019**
 Contract term: **3 years and 341 days**

4. Type of contract: **Contract**
 Contract description: **Medco Containment**

5. Purpose of contract:
This is the first amendment to the original contract, which continues to subsidize the monthly premium of eligible members who are enrolled in the Medicare Part D prescription program. The division cannot foresee which participants will join which insurance company. This insurance company has increased the participants they have in the Senior RX program. This amendment increases the maximum amount from \$2,000.00 to \$12,000.00 due to the increase.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$2,000.00	\$2,000.00	\$2,000.00	No
4. Amount of current amendment (#1):	\$10,000.00	\$10,000.00	\$10,000.00	Yes - Info

II. JUSTIFICATION

7. What conditions require that this work be done?
Starting January 1, 2006, the Federal Medicare Part D plan went into effect. Nevada's Senior Rx and Disability Rx members must use Medicare Part D as their first resource for prescription drugs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
State employees are not authorized to perform the needed 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: **Exempt (Per statute)**

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

The State must contract with all prescription drug plans Federally authorized to offer Part D benefits in Nevada. (Section 1860D-23 (b)(2) of Social Security Act)

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:

Previous contract or provider agreement with Aging and Disability Services: Satisfactory

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

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

Not Applicable

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

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbowma1	09/30/2015 13:12:32 PM
Division Approval	dbowma1	09/30/2015 13:15:53 PM
Department Approval	ecreceli	10/01/2015 10:17:34 AM
Contract Manager Approval	jpruneau	10/01/2015 16:35:18 PM
Budget Analyst Approval	knielsen	10/05/2015 12:17:46 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: **17093**

Agency Name:	DHHS - AGING AND DISABILITY SERVICES DIVISION	Legal Entity Name:	ALARMCO INC
Agency Code:	402	Contractor Name:	ALARMCO INC
Appropriation Unit:	3279-07	Address:	2007 LAS VEGAS BLVD S
Is budget authority available?:	Yes	City/State/Zip:	LAS VEGAS, NV 89104-2555
If "No" please explain:	Not Applicable	Contact/Phone:	null702/382-5000
		Vendor No.:	T12898700
		NV Business ID:	NV19641000258

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	53.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	47.00 %	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 **null/null**

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: **Alarm Monitoring**

5. Purpose of contract:

This is a new contract that continues ongoing burglary and fire alarm monitoring services at the Desert Regional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,720.00**

Other basis for payment: Upon invoice per contract

II. JUSTIFICATION

7. What conditions require that this work be done?

Per Title 42 Public Health, Chapter IV - Centers for Medicare and Medicaid Services, Department of Health and Human Services PART 483: Section 483.70 Physical Environment: The facility must be designed, constructed, equipped and maintained to protect the health and safety of residents, personnel and the public. (a) Life safety from fire. Except as provided in paragraph (a)(1) or (a)(3) of this section, the facility must meet the applicable provisions of the 1985 edition of the Life Safety Code of the National Fire Protection Association's Life Safety Code (published February 7, 1985; ANSI/NFPA) was approved by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR Part 51 that govern the use of incorporations by reference.

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

State employees, within Desert Regional Center, are neither trained nor certified 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):

[Empty box for vendor names]

b. Solicitation Waiver: **Not Applicable**

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

Alarmco, Inc. owns the equipment associated with four existing alarm locations within DRC. While both of the other vendors indicated they would be able to provide the necessary service, it would be necessary to inspect our locations for quotes on new equipment and installation charges. All maintenance and repair costs are included in Alarmco's monthly fee, while they are not included in the fee associated with the other two proposals. Alarmco, Inc. is locally dispatched utilizing proprietary communication lines.

d. Last bid date: 07/30/2015 Anticipated re-bid date: 07/30/2019

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:

1977 - Present. Quality of 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:
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	dhanse6	09/24/2015 14:11:33 PM
Division Approval	dbowma1	09/30/2015 13:06:24 PM
Department Approval	ecreceli	10/01/2015 13:39:00 PM
Contract Manager Approval	dhanse6	10/01/2015 14:18:05 PM
Budget Analyst Approval	knielsen	10/05/2015 12:10:23 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: **16386** Amendment Number: **1**
 Agency Name: **DHHS - DIVISION OF CHILD AND FAMILY SERVICES** Legal Entity Name: **Labeeg Building Services, Inc.**
 Agency Code: **409** Contractor Name: **Labeeg Building Services, Inc.**
 Appropriation Unit: **3229-07** Address: **225 Keystone Ave**
 Is budget authority available?: **No** City/State/Zip: **Reno, NV 89503**
 If "No" please explain: **A work program will be submitted for the April Interim Finance Committee meeting. The anticipated need will be more comprehensive at that time.** Contact/Phone: **775-348-4805**

Vendor No.: **T27029360**
 NV Business ID: **NV20071295199**

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	85.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	15.00 %	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 **03/01/2015**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/28/2019**

Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **janitorial services**

5. Purpose of contract:
This is the first amendment to the original contract, which continues ongoing janitorial services in Fernley, NV. This amendment increases the maximum amount from \$32,195.00 to \$46,575.00 due to the addition of 2000 sq ft of office space.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$32,195.00	\$32,195.00	\$32,195.00	Yes - Info
4. Amount of current amendment (#1):	\$14,380.00	\$14,380.00	\$14,380.00	Yes - Info

II. JUSTIFICATION

7. What conditions require that this work be done?
Janitorial services are not included in the lease for Fernley.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
This is a leased office where the landlord was not agreeable to a full service lease.

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):

FAAD Janitorial Inc
Executive Cleaning Service
Labeeg Building Services Inc

b. Solicitation Waiver: **Not Applicable**

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

This vendor best meet the needs of the agency.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Yes, with DCFS and service has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	myoun3	08/27/2015 15:32:50 PM
Division Approval	pcolegro	08/27/2015 15:47:17 PM
Department Approval	ecreceli	09/01/2015 15:55:24 PM
Contract Manager Approval	ihyman	09/02/2015 11:41:44 AM
Budget Analyst Approval	drey nol2	09/14/2015 09:54:02 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: **17011**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: WSRP, LLC
Agency Code: 440	Contractor Name: WSRP, LLC
Appropriation Unit: 3727-35	Address: 1820 East Warm Springs Rd., Suite 112
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: MacRay Curtis, CPA 801/931-3851
	Vendor No.:
	NV Business ID: NV20151426784

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/17/2015**

Anticipated BOE meeting date null/null

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 287 days**

4. Type of contract: **Contract**

Contract description: **Audit BLM Grant**

5. Purpose of contract:

This is a new contract that continues ongoing professional auditing services for a program-specific audit of the Nevada Wild Horse and Burro Maintenance and Training facility grant for Nevada's fiscal years 2015, 2016 and 2017. The Nevada Department of Corrections Silver State Industries' Ranch provides boarding and training of wild horses and burros through a grant from the Bureau of Land Management. Federal regulations require an audit by an independent CPA firm for entities which expend over \$500,000 in federal grant funds per year.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,213.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal regulations require that non-federal entities that expend \$500,000.00 or more in federal awards during a year shall have a program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised Office of Management and Budget (OMB) Circular A-133.

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

Audit requirements state that the audit shall be conducted by an independent auditor.

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

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

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

Not Applicable

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

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

Per NAC 333.150.2 (b) (5) a contract for professional services, including without limitation, a contract for the services of an accountant CPA.

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:

FY12 to FY15 with Department of Corrections. We were extremely satisfied with the contractor.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	ddastal	08/20/2015 08:47:09 AM
Division Approval	dmartine	08/24/2015 10:03:26 AM
Department Approval	drosenbe	08/24/2015 11:05:54 AM
Contract Manager Approval	jhardy	09/14/2015 10:40:50 AM
Budget Analyst Approval	cmurph3	09/17/2015 13:42:12 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: **17107**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: ACR Mechanical, Inc.
Agency Code: 440	Contractor Name: ACR Mechanical, Inc.
Appropriation Unit: 3761-95	Address: 1820 Western Avenue
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: John J. Budz 702/369-7015
	Vendor No.: T29035629
	NV Business ID: NV20101018605

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/07/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **267 days**

4. Type of contract: **Contract**

Contract description: **Installation Labor**

5. Purpose of contract:

This is a new contract to provide removal of existing refrigeration parts and installation of replacement parts for the walk-in freezer and walk-in refrigerator located at Florence McClure Women's Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,380.98**

II. JUSTIFICATION

7. What conditions require that this work be done?

Remove and replace the compressors, condenser and evaporator coils for the walk-in freezer and walk-in refrigerator. This is a deferred maintenance project, approved by legislation.

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

Historically the department has outsourced this service to a vendor with the technical expertise and certification required to provide the services. NDOC personnel do not have the necessary qualifications or equipment to perform this service. No other State agency supports 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?

ACR Mechanical, Inc. was determined by the department to be the lowest bidder for 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 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	dbretche	09/28/2015 08:48:33 AM
Division Approval	dmartine	10/01/2015 15:04:50 PM
Department Approval	jborrowm	10/02/2015 14:21:17 PM
Contract Manager Approval	jhardy	10/06/2015 14:02:43 PM
Budget Analyst Approval	cmurph3	10/07/2015 13:57:25 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: **17064**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: The Tiberti Company
Agency Code: 440	Contractor Name: The Tiberti Company
Appropriation Unit: 3762-95	Address: 4975 Rogers St.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89118-1506
If "No" please explain: Not Applicable	Contact/Phone: Steven Carter 702/382-7080
	Vendor No.: PUR0001695
	NV Business ID: NV20101472051

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2015**

Contract term: **101 days**

4. Type of contract: **Contract**

Contract description: **install gates**

5. Purpose of contract:

This is a new contract to provide installation only of three gates at High Desert State Prison.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,228.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a legislatively approved deferred maintenance project

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

Historically the department has outsourced this service to a vendor with the expertise and license required to provide the services. The department does not have the equipment to perform this service. No other State agency offers this service.

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?

Per State Purchasing RFQ #440-26221 vendor was determined to be the lowest bidder.

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:

LP

15. a. Is 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	bweisent	09/14/2015 10:09:52 AM
Division Approval	dmartine	09/14/2015 15:07:31 PM
Department Approval	jborrowm	09/15/2015 09:24:39 AM
Contract Manager Approval	jhardy	09/17/2015 14:03:21 PM
Budget Analyst Approval	cmurph3	09/21/2015 15:13:04 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: **17060**

Agency Name:	DEPARTMENT OF AGRICULTURE	Legal Entity Name:	URBAN ROOTS GARDEN CLASSROOM
Agency Code:	550	Contractor Name:	URBAN ROOTS GARDEN CLASSROOM
Appropriation Unit:	2691-04	Address:	3001 W 4TH ST
Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89523-8846
If "No" please explain:	Not Applicable	Contact/Phone:	null775/997-5989
		Vendor No.:	T27031624
		NV Business ID:	NV20091527616

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

Agency Reference #: **550**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **1 year and 10 days**

4. Type of contract: **Contract**

Contract description: **Urban Roots**

5. Purpose of contract:

This is a new contract to provide garden education that builds an improved sense of academic engagement and preference for healthy fruits and vegetables, raise awareness and participation in the Farm to School movement in Nevada, and provide information and materials to community members to improve food security and increased knowledge of sustainable agriculture practices in our region.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,952.97**

Payment for services will be made at the rate of \$4,488.24 per Quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

This position designed is to help an intern gain experience within agriculture while improving Farm to School within the state.

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

This is specifically an agriculture internship position.

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 contractor is able to provide interns through a current program.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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	mwhitney	09/04/2015 15:00:44 PM
Division Approval	mwhitney	09/04/2015 15:00:49 PM
Department Approval	mwhitney	09/04/2015 15:01:03 PM
Contract Manager Approval	mwhitney	09/04/2015 15:01:10 PM
Budget Analyst Approval	sewart	09/21/2015 12:35:05 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: **17130**

Agency Name: DEPARTMENT OF AGRICULTURE	Legal Entity Name: NEVADA HIGH SCHOOL RODEO ASSOCIATION
Agency Code: 550	Contractor Name: NEVADA HIGH SCHOOL RODEO ASSOCIATION
Appropriation Unit: 4554-11	Address: 1498 RINGE LN
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89110-1631
If "No" please explain: Not Applicable	Contact/Phone: null702/378-5357
	Vendor No.: T80901594
	NV Business ID: NV20101678748

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

Agency Reference #: **550**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/12/2015**
Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 262 days**

4. Type of contract: **Other (include description): Charitable Contribution**

Contract description: **NV HS Rodeo**

5. Purpose of contract:

This is a new contract that continues the promotion and advancement of the Nevada State High School Rodeo Association. The funds will be utilized to supplement contestants travel expenses to the National Junior High School Rodeo and the National High School Rodeo.

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 \$20,000.00 per Year

II. JUSTIFICATION

7. What conditions require that this work be done?

To promote the advancement and protection of Nevada's agriculture and related industries.

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

Funds are being provided to a non-profit for services that are not under the purview of the Nevada Department of Agriculture or any other State of Nevada Agency.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is the only vendor providing the specific non-profit services the Nevada Department of Agriculture is promoting.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Department of Agriculture; The quality of 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:
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	mwhitney	10/05/2015 10:58:03 AM
Division Approval	mwhitney	10/05/2015 10:58:06 AM
Department Approval	mwhitney	10/05/2015 10:58:09 AM
Contract Manager Approval	mwhitney	10/05/2015 10:58:11 AM
Budget Analyst Approval	hfield	10/12/2015 15:04:19 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: 17136

Agency Name: DPS-DIRECTOR'S OFFICE	Legal Entity Name: LexisNexis Risk Solutions, Inc.
Agency Code: 650	Contractor Name: Coplogic, Inc.
Appropriation Unit: 4703-22	Address: 1000 Alderman Drive
Is budget authority available?: Yes	City/State/Zip: Alpharetta, GA 30005
If "No" please explain: Not Applicable	Contact/Phone: null800-734-9293
	Vendor No.:
	NV Business ID: NV19751000706

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2015**

Anticipated BOE meeting date null/null

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2019**

Contract term: **3 years and 357 days**

4. Type of contract: **Contract**

Contract description: **Software**

5. Purpose of contract:

This is a new contract that provides a software application to report incidents, such as crimes, request for extra patrols, incidents requiring law enforcement investigation, online to the Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,088.00**

Payment for services will be made at the rate of \$3,772.00 per year

Other basis for payment: \$7,000 for initial setup and implementation

II. JUSTIFICATION

7. What conditions require that this work be done?

This software application is necessary to increase efficiencies in reporting of offenses and incidents to the Division, increase the ability to collect statistics, and maintain open communication and ease of reporting for incidents.

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

The Enterprise IT Services Division indicated they could not build an application and the Division was advised the seek a solution similar to this service for which the contract is requested.

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?

[Empty text box]

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?

No b. If "No", please explain:

LexisNexis acquired CopLogic but prefers the name of the corporation listed on page one of the contract to be CopLogic, Inc. as an affiliate.

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	shoh1	10/05/2015 08:20:54 AM
Division Approval	shoh1	10/05/2015 08:20:57 AM
Department Approval	jbauer	10/06/2015 16:51:54 PM
Contract Manager Approval	jbauer	10/06/2015 16:51:55 PM
DoIT Approval	csweeney	10/09/2015 08:20:53 AM
Budget Analyst Approval	sbarkdul	10/09/2015 11:24:25 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: 17118

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: BASIN ENGINEERING CORPORATION
Agency Code: 702	Contractor Name: BASIN ENGINEERING CORPORATION
Appropriation Unit: 1511-91	Address: 1070 E AULTMAN ST
Is budget authority available?: Yes	City/State/Zip: ELY, NV 89301-2507
If "No" please explain: Not Applicable	Contact/Phone: null775/289-9800
	Vendor No.: T29030781
	NV Business ID: NV20101133074

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 %
X Federal Funds	75.00 %	X Bonds	25.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 16-20

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 null/null

Retroactive? No

If "Yes", please explain

Not Applicable

3. Termination Date: 09/30/2019

Contract term: 4 years

4. Type of contract: Contract

Contract description: Basin Eng. Statewide

5. Purpose of contract:

This is a new contract to provide as civil engineering and surveying services as needed statewide. Services may include, but not limited to civil engineering design, surveying, mapping, construction inspection, construction materials testing, engineering and surveying consulting services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$49,999.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Civil engineering services are needed for construction projects for new and aging department facilities.

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

Requires specialized knowledge and surveying equipment. Proximity to the project are not cost effective.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	09/28/2015 13:44:13 PM
Division Approval	kdailey	09/28/2015 13:44:16 PM
Department Approval	eobrien	09/28/2015 16:58:15 PM
Contract Manager Approval	kdailey	10/01/2015 15:20:47 PM
Budget Analyst Approval	sbarkdul	10/01/2015 15:39:15 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: **17098**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: McElhaney Structural Engineers, LLC
Agency Code: 702	Contractor Name: McElhaney Structural Engineers, LLC
Appropriation Unit: 1511-91	Address: 290 Brinkby Avenue, Ste 205
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89509
If "No" please explain: Not Applicable	Contact/Phone: null775-853-5525
	Vendor No.: T9035980
	NV Business ID: NV20061769944

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

Agency Reference #: **16-14**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/24/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 280 days**

4. Type of contract: **Contract**

Contract description: **Muddy River Gates**

5. Purpose of contract:

This is a new contract to provide structural engineering services for the diversion structures in Overton Nevada on the Muddy River to allow land owners to irrigate and prevent flooding, currently the gates are inoperable.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,475.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Muddy River diversion structure gates are inoperable. It is necessary for the gates to operate to help control flooding on private property.

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

NDOW Engineers do not have structural engineering 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: **Professional Service (As defined in NAC 333.150)**

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

[Empty rectangular box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is 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	09/18/2015 15:59:34 PM
Division Approval	kdailey	09/18/2015 15:59:42 PM
Department Approval	eobrien	09/21/2015 09:07:51 AM
Contract Manager Approval	kdailey	09/21/2015 13:19:59 PM
Budget Analyst Approval	sbarkdul	09/24/2015 14:14:11 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17112**

Agency Name: DEPARTMENT OF WILDLIFE	Legal Entity Name: Western Line Builders
Agency Code: 702	Contractor Name: Western Line Builders
Appropriation Unit: 4467-15	Address: PO Box 614
Is budget authority available?: Yes	City/State/Zip: Wells, NV 89512
If "No" please explain: Not Applicable	Contact/Phone: Keith Smith 775-777-2324
	Vendor No.:
	NV Business ID: NV19801001340

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	X	Fees	100.00 % Upland Fee and Habitat Fee
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **16-19**

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 **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Black Line Telephone**

5. Purpose of contract:

This is a new contract to provide removal of 10.5 miles of abandoned telephone line between Hubbard/Vineyard Ranch and the Twin Meadows Ranch to increase aerial survey safety and improve habitat for sage grouse.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,900.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Raptors are currently perching on the abandoned telephone line in priority sage grouse habitat. In an effort to reduce the raptors presence in this area line removal is necessary to preserve wildlife habitat. The department is joining in this effort with other local Government entities and property owners.

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

The work requires special equipment to remove wires across large canyon spans

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

[Empty rectangular box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is 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)?
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	09/25/2015 14:32:06 PM
Division Approval	kdailey	09/25/2015 14:32:09 PM
Department Approval	eobrien	09/28/2015 16:58:02 PM
Contract Manager Approval	kdailey	10/01/2015 14:56:36 PM
Budget Analyst Approval	sbarkdul	10/01/2015 15:05:57 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: **17142**

Agency Name: DCNR - PARKS DIVISION	Legal Entity Name: TERRYS PUMPIN & POTTIES INC
Agency Code: 704	Contractor Name: TERRYS PUMPIN & POTTIES INC
Appropriation Unit: 4605-28	Address: PO BOX 2708
Is budget authority available?: Yes	City/State/Zip: ELKO, NV 89803-2708
If "No" please explain: Not Applicable	Contact/Phone: null775/738-6442
	Vendor No.: T27021295
	NV Business ID: NV20081237078

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	100.00 %	Utility Surcharge
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/07/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2018**

Contract term: **3 years and 86 days**

4. Type of contract: **Contract**

Contract description: **Septic Tank Pumping**

5. Purpose of contract:

This is a new contract to provide sewage pumping from vault toilets and septic systems at South Fork Recreation Area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,177.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The septic systems are in need of pumping on a regular basis.

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

State Parks does not have the equipment.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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:

Septic removal at South Fork State Recreational Area has been provided by this vendor from 2008-2015 with 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	sdecrona	10/05/2015 14:09:51 PM
Division Approval	sdecrona	10/05/2015 14:09:55 PM
Department Approval	sdecrona	10/05/2015 14:09:58 PM
Contract Manager Approval	sdecrona	10/05/2015 14:10:01 PM
Budget Analyst Approval	sbarkdul	10/07/2015 11:18:01 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: **17066**

Agency Name: DEPARTMENT OF MOTOR VEHICLES	Legal Entity Name: ADVANCED POWER PROTECTION
Agency Code: 810	Contractor Name: ADVANCED POWER PROTECTION
Appropriation Unit: 4715-26	Address: INDUSTRIES INC
Is budget authority available?: Yes	25395 COPPER LEAF CT
If "No" please explain: Not Applicable	City/State/Zip: MURRIETA, CA 92563
	Contact/Phone: null866/975-2774
	Vendor No.: PUR0005058
	NV Business ID: NV20061744755

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **1 year and 10 days**

4. Type of contract: **Contract**

Contract description: **UPS Maintenance**

5. Purpose of contract:

This is a new contract to provide the maintenance and emergency services to back-up power systems for the Department.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,480.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Systems must be maintained to provide back-up power to computer equipment.

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

There are no State employees in the area to provide this service.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Lowest bidding 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:

Previously contracted with DMV-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:

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	bvezina	09/11/2015 13:26:52 PM
Division Approval	bvezina	09/11/2015 13:26:55 PM
Department Approval	akeillor	09/11/2015 14:43:35 PM
Contract Manager Approval	hazevedo	09/14/2015 11:49:41 AM
Budget Analyst Approval	tgreenam	09/21/2015 09:16:46 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17074**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: ADVANCED PRO REMEDIATION LLC
Agency Code: 901	Contractor Name: ADVANCED PRO REMEDIATION LLC
Appropriation Unit: 3253-10	Address: DBA ADVANCED PRO RESTORATION
Is budget authority available?: Yes	5961 MCLEOD DR
If "No" please explain: Not Applicable	City/State/Zip: LAS VEGAS, NV 89120
	Contact/Phone: DAYNA FUALAAU 702/252-0880
	Vendor No.: T27038055
	NV Business ID: NV20031177584

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Business Enterprise Set Aside

Agency Reference #: **2020-18-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/02/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Advanced Pro**

5. Purpose of contract:

This is a new contract to provide emergency on-call remediation/restoration services for the Business Enterprise of Nevada food service locations in Southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

Other basis for payment: On-call work will be performed as specified by BEN staff at the following rates:\$61.59/hr. standard rate from 8:00am to 5:00pm Monday thru Friday; \$92.47/hr. at all other times with the total contract amount not to exceed \$10,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

After fire, flood or other disasters, BEN food service sites are not safe nor sanitary and will be shut down until the damage is cleaned up and the floor, walls, air and surfaces are brought up to Southern Nevada Health District Health Codes.

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

Agency staff are not trained nor have the equipment to perform the work

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost vendor that meets requirements.

d. Last bid date: 07/22/2015 Anticipated re-bid date: 07/22/2019

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:

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	khawkin1	09/17/2015 16:48:32 PM
Division Approval	mmason	09/24/2015 16:40:28 PM
Department Approval	mcost1	09/29/2015 16:04:43 PM
Contract Manager Approval	kwynands	09/29/2015 17:13:05 PM
Budget Analyst Approval	tgreenam	10/02/2015 09:08:53 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: **17076**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: COMPLETE ELECTRIC LLC
Agency Code: 901	Contractor Name: COMPLETE ELECTRIC LLC
Appropriation Unit: 3253-10	Address: 1655 MARIETTA WAY STE 102
Is budget authority available? Yes	City/State/Zip: SPARKS, NV 89431-6000
If "No" please explain: Not Applicable	Contact/Phone: Rich Baker 775/852-1361
	Vendor No.: T27025181
	NV Business ID: NV20061717795

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprise Set Aside

Agency Reference #: **2003-18-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/02/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Complete Electric**

5. Purpose of contract:

This is a new contract to provide ongoing on-call regular and emergency electrical system repairs, installations and maintenance for the various Business Enterprise of Nevada food service locations in Northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: On-call work will be performed as specified by BEN staff at the following rates:\$70/hr. standard rate from 7:00am to 4:30pm Monday thru Friday; \$105/hr. at all other times with the total contract amount not to exceed \$15,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN program has on-going needs for electrical service work at various program sites. These services are essential to the health and safety of staff and the public and many of the repairs are required by health codes and regulations of the city, county and state.

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

Agency employees are not trained or certified for this type of work.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost qualified 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?

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	khawkin1	09/17/2015 16:49:01 PM
Division Approval	mmason	09/24/2015 16:38:54 PM
Department Approval	mcost1	09/29/2015 16:35:16 PM
Contract Manager Approval	kwynands	09/29/2015 16:52:42 PM
Budget Analyst Approval	tgreenam	10/02/2015 09:10:00 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **16996**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: JC EHRlich CO INC
Agency Code: 901	Contractor Name: JC EHRlich CO INC
Appropriation Unit: 3253-10	Address: WESTERN EXTERMINATOR CO
Is budget authority available?: Yes	2943 E ALEXANDER RD
If "No" please explain: Not Applicable	City/State/Zip: N LAS VEGAS, NV 89030-7593
	Contact/Phone: null702/643-0998
	Vendor No.: PUR0005242B
	NV Business ID: NV20101438952

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Business Enterprise Set Aside

Agency Reference #: **1995-20-BEN**

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 **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **S. NV Pest Control**

5. Purpose of contract:

This is a new contract that continues ongoing pest control services at all Southern Nevada Blind Business Enterprise food establishment locations, including those locations on the Hoover DAM.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Contractor will provide the services specified at a monthly cost of \$85 each for the Government Center Cafe and DOE Support Unit Snack Bar; \$80 for the Grant Sawyer Snack Bar; \$40 each for Department of Motor Vehicles (DMV) snack areas at 2701 E. Sahara, at 7170 N. Decatur, at 8250 W. Flamingo; \$40 each for the Clark County Family Court Snack Bar and the Lloyd D George Federal Courthouse Snack Bar; \$110 each for the Hoover Dam High Scaler Cafe; and Hoover Dam Gift Shop (twice monthly service); \$45 for AZ Lookout Gift Store; \$70 for High Scaler Warehouse in Boulder City . Payment will be made upon authorized approval of the submitted invoice, with the contract total not to exceed \$20,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN program has an on going need for extermination services at all of its food establishment locations. This service is required for the health and safety of its customers and staff. Also is is required to meet all Federal, State and Local Health Ordinances.

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

State employees are not trained, nor do they have the equipment to provide the 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 was the low cost vendor, with experience dealing the Federal Bureau of Reclamation.

d. Last bid date: 06/19/2015 Anticipated re-bid date: 06/01/2017

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?

Yes If "Yes", please explain

The vendor has been under contract with DETR - Rehabilitation BEN program since October 2011 and service has been satisfactory.

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	khawkin1	08/13/2015 09:15:53 AM
Division Approval	mmason	08/19/2015 15:56:55 PM
Department Approval	mcost1	09/09/2015 10:13:48 AM
Contract Manager Approval	kwynands	09/09/2015 10:20:23 AM
Budget Analyst Approval	tgreenam	09/16/2015 10:46:53 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: **17026**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: PGAL LLC
Agency Code: 901	Contractor Name: PGAL LLC
Appropriation Unit: 3253-10	Address: 3379 OQUENDO RD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-3197
If "No" please explain: Not Applicable	Contact/Phone: null702/435-4448
	Vendor No.: T29003284
	NV Business ID: NV20021118384
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	100.00 % Business Enterprise Set Aside

Agency Reference #: **2011-17-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/21/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 283 days**

4. Type of contract: **Contract**

Contract description: **BEN PGAL contract**

5. Purpose of contract:

This is a new contract to provide architectural, engineering and project management expertise for a major remodel/rehabilitation of the food court at the new Southern Nevada Health District headquarters building.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,500.00**

Other basis for payment: Work will be performed on a work order basis, as needed, invoices will be paid upon acceptance of the work performed by authorized BEN personal with the total contract amount not to exceed \$27,500

II. JUSTIFICATION

7. What conditions require that this work be done?

BEN is obligated to provide full support to visually impaired operators of snack bars located in Federal, State, County and City buildings. Some of the snack bars are run down and not appealing to customers, thus impacting the revenue of the operators. These locations need to be updated and freshened to enhance the operators revenue stream and professional assistance is required with architectural drawings, engineering schematics and project oversight.

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

Agency employees are not registered architects or certified engineers and the projects are too small to involve Public Works.

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:

PGAL has been under contract with the State Public Works Board since 2005 and has been performing satisfactorily since that 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:

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	khawkin1	09/02/2015 15:32:31 PM
Division Approval	mmason	09/02/2015 16:11:35 PM
Department Approval	mcost1	09/09/2015 09:00:04 AM
Contract Manager Approval	kwynands	09/09/2015 09:31:52 AM
Budget Analyst Approval	tgreenam	09/21/2015 09:21:20 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17077**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: RAKEMAN PLUMBING INC
Agency Code: 901	Contractor Name: RAKEMAN PLUMBING INC
Appropriation Unit: 3253-10	Address: 4075 LOSEE RD
Is budget authority available?: Yes	City/State/Zip: NORTH LAS VEGAS, NV 89030-3301
If "No" please explain: Not Applicable	Contact/Phone: null702/642-8553
	Vendor No.: T80980572
	NV Business ID: NV19901008089

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Business Enterprise Set Aside

Agency Reference #: **2023-18-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2017**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Rakeman Plumbing**

5. Purpose of contract:

This is a new contract to provide ongoing regular and emergency plumbing services for the various Business Enterprise of Nevada food service locations in Southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$115.00/hr. twenty-four (24) hours a day, seven (7) days a week. Authorized BEN personnel will review and approve the work performed. Once an approved invoice is received, the state will initiate payment with the total contract not to exceed \$20,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN program has on going needs for plumbing services at various program sites. These services are essential to the health and safety of staff and the public and are mandated by the health codes and regulations of various cities, counties and the state.

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

State employees are not trained and licensed for this type of work.

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

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

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

[Redacted]

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost of those qualified vendors that responded to the solicitation.

d. Last bid date: 08/14/2015 Anticipated re-bid date: 08/01/2019

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:

This vendor has worked with DETR since January 2003 and has performed satisfactorily and to standards.

13. Is the contractor currently involved in litigation with the State 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	09/17/2015 16:49:26 PM
Division Approval	mmason	09/24/2015 16:40:55 PM
Department Approval	mcost1	09/29/2015 16:43:28 PM
Contract Manager Approval	kwynands	09/29/2015 16:58:07 PM
Budget Analyst Approval	tgreenam	10/02/2015 09:36:08 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17044**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: ROBERTS, JOHN E
Agency Code: 901	Contractor Name: ROBERTS, JOHN E
Appropriation Unit: 3253-10	Address: SIERRA FOODSERVICE SANITATION 1270 CHARLES DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509-2414
If "No" please explain: Not Applicable	Contact/Phone: null775/322-0171
	Vendor No.: T27010256
	NV Business ID: NV20151450949

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Business Enterprise Set Aside

Agency Reference #: **2016-18-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/16/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **2 years and 15 days**

4. Type of contract: **Contract**

Contract description: **BEN Consultant - N**

5. Purpose of contract:

This is a new contract to provide food service management skills thru training and on-site support to new visually impaired program operators as they transition into running a small business or as they transition into a larger operation in Northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: Work will be charged as follows: Training for opening a site \$25/hr.; Foodservice Consulting \$25/hr.; Location Inspections \$250/visit; Temporary Location Management \$25/hr.; Food Protection Certification \$175/attendee; HACCP Plan Preparation \$250/plan and Risk Management Consulting \$250/visit with the total contract amount not to exceed \$20,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN program is charged to provide its licensed operators with the training to be successful as a licensed operator. Food Service consultants would ensure that service is consistent, provide menu planning for the location, advise on the back office portion of food service as well as how to successfully hire employees. In addition, the consultants would be able to provide crisis management support to the operators as well as the BEN program it self

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, training or time to undertake this work.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

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

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:

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

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

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

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

Yes

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

Yes

17. **Not Applicable**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	09/01/2015 16:50:03 PM
Division Approval	mmason	09/03/2015 11:55:39 AM
Department Approval	mcost1	09/09/2015 08:45:37 AM
Contract Manager Approval	kwynands	09/09/2015 09:01:12 AM
Budget Analyst Approval	tgreenam	09/16/2015 10:23:36 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: **17085**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: SIERRA FLOOR COVERING INC
Agency Code: 901	Contractor Name: SIERRA FLOOR COVERING INC
Appropriation Unit: 3253-10	Address: 4601 GONI RD STE B
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: null775/883-3010
	Vendor No.: T81003012
	NV Business ID: NV19901030383

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Business Enterprise Set-Aside

Agency Reference #: **2021-18-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/02/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Sierra Floor Cover**

5. Purpose of contract:

This is a new contract to provide repair, replacement and maintenance of all types of floor coverings in the various Business Enterprise of Nevada food service locations in Northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$50/hr. standard rate 7:30am - 3:30pm Monday thru Friday; \$100/hr., overtime rate for overtime, emergency repairs, weekends and holidays, on an as-needed basis. Authorized BEN personnel will review and approve the work performed. Once an approved invoice is received, the state will initiate payment with the total contract not to exceed \$20,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN program has on going needs for floor covering repair and replacement at various program sites. These services are essential to the health and safety of staff and the public and are mandated by the health codes and regulations of various cities, counties and the state. In addition it will help mitigate potential legal issues if a member of the public injures themselves on ill maintained flooring.

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

Agency employees are not trained nor have the proper equipment to perform the work functions.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Lowest cost vendor of those qualified vendors that responded.

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?

Yes If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Vendor was under contract with Administration since 2013 and performed the work satisfactorily.

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)?

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	khawkin1	09/17/2015 16:49:57 PM
Division Approval	mmason	09/24/2015 16:41:21 PM
Department Approval	mcost1	09/29/2015 16:16:28 PM
Contract Manager Approval	kwynands	09/29/2015 17:06:01 PM
Budget Analyst Approval	tgreenam	10/02/2015 09:42:27 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17050**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: Schapira Artchitecture LLC
Agency Code: 901	Contractor Name: Schapira Artchitecture LLC
Appropriation Unit: 3253-10	Address: 9811 W. Charleston Blvd Suite 2-243
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89117-7519
If "No" please explain: Not Applicable	Contact/Phone: Jorge Schapira 702-659-9911
	Vendor No.: T29036376
	NV Business ID: NV20121459346

To what State Fiscal Year(s) will the contract be charged? **2015-2017**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprise Set Aside

Agency Reference #: **2012-17-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/22/2015**

Anticipated BOE meeting date **10/2015**

Retroactive? **Yes**

If "Yes", please explain

The BEN Program is in the process to modernize its food court/vending locations throughout Nevada. Earlier this spring, BEN staff relied on past interpretations of professional services, reviewed the proposal from the vendor and directed him to commence work on May 22 . These previous interpretations were that since professional services did not have to go through a competitive solicitation, it also meant there was no need for a contract, thus no contract was created at the time work started.

3. Termination Date: **09/30/2016**

Contract term: **1 year and 132 days**

4. Type of contract: **Contract**

Contract description: **BEN Schapira**

5. Purpose of contract:

This is a new contract to provide architectural, engineering and project management expertise for a major food court remodel/rehabilitation at the Clark County Family Court and Services building.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: Work will be performed on a work order basis, as needed, invoices will be paid upon acceptance of the work performed by authorized BEN personal with the total contract amount not to exceed \$40,000

II. JUSTIFICATION

7. What conditions require that this work be done?

BEN is obligated to provide full support to visually impaired operators of snack bars located in Federal, State, County and City buildings. Some of the snack bars are run down and not appealing to customers, thus impacting the revenue of the operators. These locations need to be updated and freshened to enhance the operators revenue stream and professional assistance is required with architectural drawings, engineering schematics and project oversight.

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

Agency employees are not registered architects or certified engineers.

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

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

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

Not Applicable

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	khawkin1	09/03/2015 11:38:32 AM
Division Approval	mmason	09/03/2015 11:55:20 AM
Department Approval	mcost1	09/08/2015 15:26:31 PM
Contract Manager Approval	kwynands	09/08/2015 15:42:03 PM
Budget Analyst Approval	tgreenam	09/14/2015 13:25:35 PM

BRIAN SANDOVAL
GOVERNOR



DON SODERBERG
DIRECTOR

OFFICE OF THE DIRECTOR

MEMORANDUM

DATE: August 25, 2015

TO: James R. Wells, Clerk
Board of Examiners

FROM: Don Soderberg, Director, *for*
Department of Employment, Training and Rehabilitation
Frank Costa, ASOTV

SUBJECT: RETROACTIVE CONTRACT
2012-16-BEN, Schapira Architecture, LLC

The Department of Employment, Training and Rehabilitation, Rehabilitation Division (DETR) respectfully requests approval of the attached contract with the Schapira Architecture, LLC and a retroactive contract effective date of **May 22, 2015**.

The Business Enterprise of Nevada (BEN) Program is in the process to modernize its food court and vending locations throughout Nevada. The first step is to work with architects in the remodel and design process. Earlier this spring, at the start of the modernization program, BEN staff relied on past interpretations of professional services. These previous interpretations were since professional services did not have to go through a competitive solicitation it also meant there was no need for a formal State contract.

On May 22, 2015 the BEN program reviewed the final proposal by Schapira Architecture for architectural services at the Clark County Family Court and Services Building and directed the vendor to start working. On July 23, 2015, it was realized professional service vendors also needed to have an approved contract. On that date, a contract request was made to the Division Contract Manager for the development of a vendor contract with Schapira Architecture. In order to capture the work performed by the vendor the contract must be retroactive to May 22, 2015.

BEN staff is now fully aware for the need to have a contract when procuring any professional services only the solicitation process is exempt.

Thank you for your consideration of this request.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **17110**

Agency Name: DETR - REHABILITATION DIVISION	Legal Entity Name: WATERS SEPTIC TANK SERVICE DBA
Agency Code: 901	Contractor Name: WATERS SEPTIC TANK SERVICE DBA
Appropriation Unit: 3253-10	Address: WATERS VACUUM TRUCK SERVICE 4275 REWANA WAY
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: null775/825-1595
	Vendor No.: T80206180
	NV Business ID: NV19781005671

To what State Fiscal Year(s) will the contract be charged? **2016-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Business Enterprise Set-Aside

Agency Reference #: **2025-18-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **1 year and 358 days**

4. Type of contract: **Contract**

Contract description: **Waters Vacuum**

5. Purpose of contract:

This is new contract to provide ongoing grease trap/interceptor cleaning, pumping, and repair services at the Business Enterprise of Nevada food service locations in Washoe County and Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,800.00**

Other basis for payment: \$150/cleaning during standard work hours of 7:00am to 4:00pm Monday thru Friday at NDOT Building (Carson City), Washoe Administration Building (Reno) and the Bryan Building (Carson City); \$210/cleaning for non-standard work hours (Weekends) at the Legislature Building (Carson City) with the total contract amount not to exceed \$10,800.

II. JUSTIFICATION

7. What conditions require that this work be done?

There are four (4) BEN locations that use and store cooking oils, grease and food particulates in underground "Grease Traps". These Grease Traps must be emptied and maintained to the the Health and Safety standards of the State, County and City, where they reside.

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 to empty the tanks, nor the licenses to dispose of them.

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 of the qualified vendors.

d. Last bid date: 08/27/2015 Anticipated re-bid date: 06/01/2017

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:

The vendor has been under contract with the Dept. of Corrections since 2007 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	09/30/2015 14:12:17 PM
Division Approval	shendren	09/30/2015 14:38:45 PM
Department Approval	mcost1	10/02/2015 13:46:04 PM
Contract Manager Approval	kwynands	10/02/2015 14:15:44 PM
Budget Analyst Approval	tgreenam	10/08/2015 08:28:39 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: **12786** Amendment Number: **1**
 Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **MOTOR VEHICLES, DEPARTMENT OF**
 Agency Code: **902** Contractor Name: **MOTOR VEHICLES, DEPARTMENT OF**
 Appropriation Unit: **4770-04** Address: **DMV BLDG**
 Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89711**
 If "No" please explain: **Not Applicable** Contact/Phone: **Lori Warren 775-684-4702**
 Vendor No.: **D81000000**
 NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1689-13-ESD/BIP**

2. Contract start date:
 a. Effective upon final approval? **No** or b. other effective date **12/02/2011**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2013**
 Contract term: **3 years and 333 days**

4. Type of contract: **Interlocal Agreement**
 Contract description: **Data cross matching**

5. Purpose of contract:

This is the first amendment to the original interlocal agreement, which continues to provide computerized information to the department. The information is cross matched against that on file with the Department of Motor Vehicles to determine inaccuracies or inconsistencies in the unemployment claimant's information. This amendment extends the termination date from October 31, 2013 to October 31, 2015 and increases the maximum amount from \$7,200 to \$14,400 due to the extended contract term and continued need for these services.

6. CONTRACT AMENDMENT

	Trans \$	Info Accum \$	Action Accum \$	Agenda
1. The max amount of the original contract:	\$7,200.00	\$7,200.00	\$7,200.00	No
4. Amount of current amendment (#1):	\$7,200.00	\$7,200.00	\$7,200.00	Yes - Info
5. New maximum contract amount:	\$14,400.00			

II. JUSTIFICATION

7. What conditions require that this work be done?
The information is necessary to prevent fraudulent unemployment claims.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Cross-match with another public agency's system.

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?

Interlocal agreement with another public entity.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	08/15/2013 15:50:24 PM
Division Approval	rolso1	10/23/2013 11:48:04 AM
Department Approval	tnash	10/24/2013 09:01:03 AM
Contract Manager Approval	tnash	10/24/2013 09:01:05 AM
Budget Analyst Approval	knielsen	10/29/2013 15:40:29 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: **17109**

Agency Name: DETR - EMPLOYMENT SECURITY DIVISION	Legal Entity Name: SCHNEIDER ELECTRIC BUILDINGS
Agency Code: 902	Contractor Name: SCHNEIDER ELECTRIC BUILDINGS
Appropriation Unit: 4771-07	Address: AMERICAS INC 731 PILOT RD STE I
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-4437
If "No" please explain: Not Applicable	Contact/Phone: dave.fagotti@schneider-electric.com 702/896-8300
	Vendor No.: PUR0001005C
	NV Business ID: NV20071402383

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	100.00 % 100% ESD Special Fund

Agency Reference #: **2026-17-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/14/2015**

Anticipated BOE meeting date **null/null**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/01/2017**

Contract term: **1 year and 80 days**

4. Type of contract: **Contract**

Contract description: **HV/AC Controller**

5. Purpose of contract:

This is a new contract to provide installation, repairs, and maintenance of the HV/AC controller system located at 2800 E. St. Louis Ave. Las Vegas, NV

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$44,223.00**

Payment for services will be made at the rate of \$44,223.00 per Acceptance of system

Other basis for payment: \$34,623 plus a time and materials cost (up to but not to exceed 80 hours at \$120/hr.) for a total of \$9,600 for the optional scope of work; payment made upon the acceptance/commissioning of all works; all works performed during regular business hours 7:00 a.m. to 3:30 p.m. (Monday through Friday) no overtime; includes parts and materials; includes: one (1) year warranty on parts and labor on all new equipment; four (4) hrs. training to staff; eight (8) hrs. initial interrogation of the existing system to determine existing conditions, electronic submittals/maintenance manuals provided, with the total Contract not to exceed \$44,223.

II. JUSTIFICATION

7. What conditions require that this work be done?

HVAC mechanical systems need to be properly programed for use by State personnel's seasonal adjustments.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Programming is beyond the scope of State personnel.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This Vendor is the most familiar with the current installation and provided the most comprehensive and cost effective proposal to our solicitation.

d. Last bid date: 08/28/2015 Anticipated re-bid date: 01/01/3000

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:

Schneider Electric Buildings Americas, Inc. was under contract with the Department in 2007 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:
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	jbende2	09/25/2015 10:09:57 AM
Division Approval	mcost1	10/12/2015 11:04:00 AM
Department Approval	mcost1	10/12/2015 11:04:04 AM
Contract Manager Approval	btaylo7	10/13/2015 10:03:01 AM
DoIT Approval	csweeney	10/14/2015 08:37:10 AM
Budget Analyst Approval	tgreenam	10/14/2015 13:55:23 PM

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 | Fax: (775) 684-0260

Date: October 16, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Paul Nicks, Budget Analyst
Budget Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

DEPARTMENT OF MOTOR VEHICLES – COMPLETE STREETS PROGRAM

Agenda Item Write-up:

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 July 1, 2015 and ending September 30, 2015.

Additional Information:

The department shall deduct and withhold one percent of the contributions collected pursuant to statute to reimburse the department of its expenditures in collecting and distributing the contributions. The department began accepting contributions on December 15, 2014. The last report provided to the August 11, 2015 Board of Examiners was for the period from March through June.

Statutory Authority: NRS 482.480, Subsection 11

REVIEWED: <u> </u>
INFO ITEM: <u> </u>

Brian Sandoval
Governor



Troy L. Dillard
Director

555 Wright Way
Carson City, Nevada 89711-0900
Telephone (775) 684-4368
www.dmvnv.com

October 13, 2015

Board of Examiners

Re: Complete Streets

Attached, please find the monthly report for the voluntary Complete Streets contributions collected pursuant to subsection 11 of NRS 482.480 for each participating county by the Department for the period beginning July 1, 2015 and ending September 30, 2015.

Sincerely,

Amy McKinney

Chief of Administration
Department of Motor Vehicles
amckinney@dmv.nv.gov
775-684-4501

**Department of Motor Vehicles
Complete Streets Report: Donations
2016**

County	July	August	September	Year To Date
Carson City				
Donations	411	436	415	1,262
Registrations	3,309	3,311	3,094	9,714
Percent that Donated	12.42%	13.17%	13.41%	12.99%
Clark				
Donations	10,593	10,275	10,087	30,955
Registrations	73,950	71,395	70,395	215,740
Percent that Donated	14.32%	14.39%	14.33%	14.35%
Washoe				
Donations	2,274	2,253	2,149	6,676
Registrations	21,988	21,519	20,075	63,582
Percent that Donated	10.34%	10.47%	10.70%	10.50%

Notes

1. Registration transaction counts come from:
2. Registration transactions include new registrations and registration renewals completed on the Web and MyDMV Portal only.

Department of Motor Vehicles
Complete Streets: Monthly Report FY16
Report Date: 10/13/15
Reporting Period: September, 2015

Contributions									
County	July		August		September		Year to Date		
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	
Carson City	\$ 822.00	3.10%	\$ 872.00	3.36%	\$ 830.00	3.28%	\$2,524.00	3.24%	
Clark	\$ 21,186.00	79.78%	\$ 20,550.00	79.26%	\$ 20,174.00	79.73%	\$61,910.00	79.59%	
Washoe	\$ 4,548.00	17.13%	\$ 4,506.00	17.38%	\$ 4,298.00	16.99%	\$13,352.00	17.17%	
Total	\$26,556.00	100.00%	\$25,928.00	100.00%	\$25,302.00	100.00%	\$ 77,786.00	100%	

DMV Commission (1%)									
County	July		August		September		Year to Date		
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	
Carson City	\$8.22	3.10%	\$8.72	3.36%	\$8.30	3.28%	\$25.24	3.24%	
Clark	\$211.86	79.78%	\$205.50	79.26%	\$201.74	79.73%	\$619.10	79.59%	
Washoe	\$45.48	17.13%	\$45.06	17.38%	\$42.98	16.99%	\$133.52	17.17%	
Total	\$265.56	100.00%	\$259.28	100.00%	\$253.02	100.00%	\$777.86	100%	

Distributions									
County	July		August		September		Year to Date		
	Amount	% of Total	Amount	% of Total	Amount	% of Total	Amount	% of Total	
Carson City	\$813.78	3.10%	\$863.28	3.36%	\$821.70	3.28%	\$2,498.76	3.24%	
Clark	\$20,974.14	79.78%	\$20,344.50	79.26%	\$19,972.26	79.73%	\$61,290.90	79.59%	
Washoe	\$4,502.52	17.13%	\$4,460.94	17.38%	\$4,255.02	16.99%	\$13,218.48	17.17%	
Total	\$26,290.44	100.00%	\$25,668.72	100.00%	\$25,048.98	100.00%	\$ 77,008.14	100%	

Note:
1. DMV began accepting contributions on 12/15/14.

Brian Sandoval
Governor



James R. Wells
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 | Fax: (775) 684-0260

Date: September 28, 2015
To: James R. Wells, Clerk of the Board
Governor's Finance Office
From: Tiffany Greenameyer, Budget Analyst
Subject: BOARD OF EXAMINERS **HIGHLIGHT**

The following describes an information item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the information item is also provided.

DEPARTMENT OF MOTOR VEHICLES

Agenda Item Write-up:

Department of Motor Vehicles (DMV) contracted with Safe Roads Alliance to provide a Parent-Teen Supervised Driving Program at no cost to the state. Safe Roads Alliance will provide tools for the Parent – Teen Driving program guide and a mobile app that will track driving time and experience for teen applicants under the age of 18.

Additional Information:

The Parent – Teen Supervised Driving Guide and mobile app will track driving time and experience to assist parents in fulfilling their legal obligation to provide 50-100 hours of supervised instruction to teen applicants under the age of 18 seeking their instruction permit.

Safe Roads Alliance in collaboration with Travelers Marketing LLC, a Massachusetts-based sponsorship sales agency, will be responsible for all costs associated with the content, design, production and shipment (to one central location in Nevada) of the *The Parent's Supervised Driving Program* as directed by the DMV. Safe Roads Alliance will also be responsible for all costs associated with the development, implementation and ongoing maintenance of the Program's mobile app.

DMV will incur NO costs for this program and will bear responsibility only for the distribution of The Parent's Supervised Driving Program to every teen driver permit applicant and proof of said distribution in the form of quarterly reports. The quarterly reports delivered to Safe roads Alliance by the DMV will detail the number of Instructional Permits issued within the quarter and the remaining inventory of the program within the state's warehouse and branch offices.

Statutory Authority:

N/A

<p>REVIEWED: _____</p> <p>INFO ITEM: _____</p>
